301 Brooklea Drive
Fayetteville, NY 13066
Phone 315-637-3414
Fax 315-637-0713

Supervisor:
John T. Deer

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

Agenda
Town Board Meeting
March 11, 2026
6:30 PM

Use the Manlius Town Board's recurring Zoom Link!
The same link will be used for all meetings.

Join from PC, Mac, iPad, or Android:
https://us02web.zoom.us/j/87987327153

Pledge Of Allegiance

Open Podium

Public Hearing

1. Drainage District #4 - Hoag Lane
    - No vote to be taken

Planning & Development

1. Proposed PUD - Medical Center Dr Tax Map #086.-01-11.0 - Burdick Street Apartments
    - Refer to Town of Manlius Planning Board, Onondaga County Planning Board, and Town of Manlius Watershed Stewards for Recommendations
    - Set Public Hearing Date - April 8, 2026 @ 6:31 PM

Set Date - Public Hearing on Proposed Local Law

1. E911 Surcharge Exemption

Town of Manlius Police Department

1. Police Department Building Original Lease

Town Highway Department

1. National Grid Work Permits

Muirfield Drainage

1. IDH Contract

Enders Road Sidewalk

1. NYS Department of Transportation Application

Letter of Support - Village of Manlius

1. Manlius Safe Routes to School and Sidewalk Extension

Town Municipal Facilities & Police Department Headquarters - Facilitation Contract

1. Karen Lynn Kaplan

Age-Friendly Committee

1. Neighborhood Workshop Proposal - Fisher Associates

Tree Commission

1. Contract with Cornell Cooperative Extension of Onondaga County

Routine Business

1. Supervisor's Reports - February 2026
2. Budget Items
3. Announcements
4. Approval of Minutes - February 25, 2026
5. Approval of Abstract #5

Adjournment

Exhibit A

Map Plan and Report

[Attached hereto.]

01/27/2026

Project Description
Proposed Woodland Hills Drainage District
Woodland Hills Subdivision 5280 Hoag Lane
Town of Manlius
Onondaga County, New York

It is proposed that Hoag Road Properties, LLC, install 12" HDPE piping, 15" HDPE pipe, 18" HDPE pipe, 24" HDPE pipe, and 30" HDPE pipe, 12 new catch basins, 14 storm inlets, appurtenances, and all stormwater management facilities with outlet structures to serve the Woodland Hills Subdivision located on the south side of Hoag Lane, in the town of Manlius.

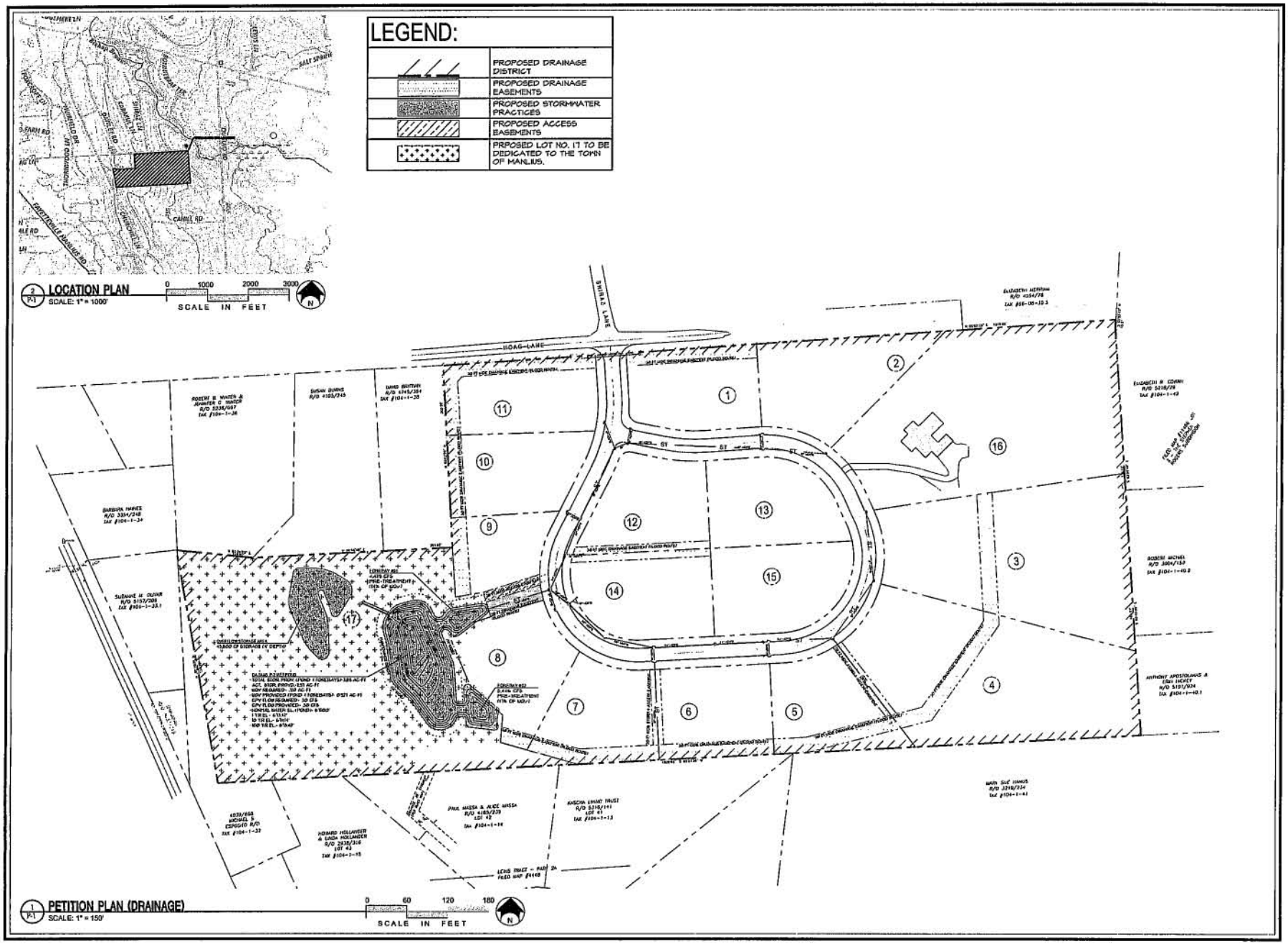
The facilities will be constructed by Hoag Road Properties, LLC located south of Hoag Lane in the town of Manlius, NY and will be dedicated to the Town of Manlius when built to the specification of the Town. The stormwater runoff will be conveyed to all storm water management facilities located in the Woodland Hills Subdivision. For the description of the meets and bounds of the Woodland Hills Subdivision refer to the attached Woodland Hills Subdivision Perimeter Description prepared by SeGuin Land Surveying, P.L.L.C.

In our opinion, the probable construction cost for the storm sewer facilities will be $400,000 +/-. These costs along with district formation costs will be borne by the Developer.

The proposed project is shown on the accompanying plan prepared by RZ Engineering, PLLC, dated October 9, 2025 having File No. 17061.

There will be an annual charge by the Town of Manlius to individual lots within the district for operation and maintenance of the storm sewer system serving this development. There are 16 equivalent dwelling units within the proposed district. The estimated annual cost for operation and maintenance of the storm sewer system serving this District will be $7,500 resulting in an estimated cost of $468.75 per lot (with a total of 16 lots). The Town of Manlius measures residential property as 1 unit per single family lot.

RZ Engineering, PLLC
6320 Fly Road, Suite 20
East Syracuse, NY 13057



RZ Engineering, PLLC
6320 FLY ROAD, SUITE 109
EAST SYRACUSE, NY 13057
PH (315) 432-1009
FAX (315) 995-7981

KEPPLINGER FREEMAN ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING

WOODLAND HILLS DRAINAGE DISTRICT

5280 HOAG LANE
TOWN OF MANLIUS ONONDAGA COUNTY

REVISIONS

Drawn By	DPR
Checked By	RLZ
Proj. No.	17061
Date	01/02/2025
Scale	AS NOTED

PETITION PLAN
DRAINAGE

P-1

Exhibit B

Metes and Bounds Description of Drainage District #4

[Attached hereto.]

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND located in the Town of Manlius, County of Onondaga and State of New York, depicted as being Lot 1 as shown on a certain Survey Map prepared by D. W. Hannig L.S., P.C. dated September 19, 2011, and revised on October 31, 2011, entitled "The Stephen Rogers Subdivision", and filed in the Onondaga County Clerk' Office on December 21, 2011, as Map No 11466, and being described as follows:

BEGINNING AT A POINT, said point being the southeast corner of Hoag Lane;

THENCE South 01 degrees 36 minutes 48 seconds West for a distance of 15.31 feet to a point;

THENCE South 05 degrees 10 minutes 49 seconds East for a distance of 323.12 feet to a point;

THENCE South 05 degrees 05 minutes 00 seconds East for a distance of 485.67 feet to a point;

THENCE South 85 degrees 38 minutes 56 seconds West for a distance of 1809.96 feet to a point;

THENCE North 11 degrees 35 minutes 13 seconds West for a distance of 469.36 feet to a point;

THENCE South 85 degrees 33 minutes 33 seconds East for a distance of 150.60 feet to a point;

THENCE North 84 degrees 57 minutes 25 seconds East for a distance of 391.92 feet to a point;

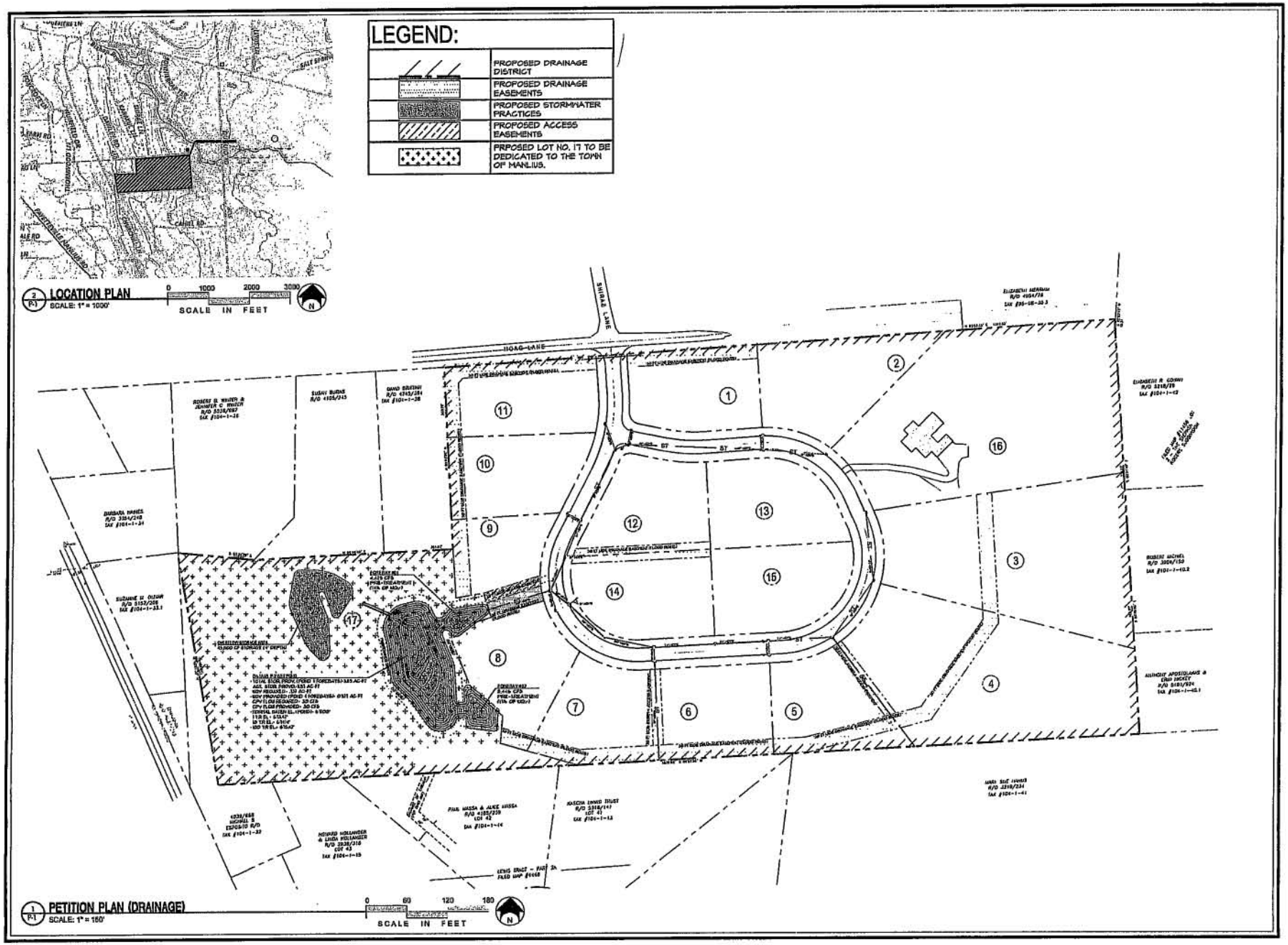
THENCE North 05 degrees 02 minutes 33 seconds West for a distance of 360.76 feet to a point;

THENCE North 84 degrees 57 minutes 30 seconds East for a distance of 1323.48 feet along the southerly line of Hoag Lane **TO THE POINT AND PLACE OF BEGINNING.**

Exhibit C

Map of Improvements

[Attached hereto.]



RZ Engineering, PLLC
6320 FLY ROAD, SUITE 109
EAST SYRACUSE, NY 13057
PH (315) 432-1089
FAX (315) 445-7981

KEPTIGH FREEMAN ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING

WOODLAND HILLS DRAINAGE DISTRICT

5280 HOAG LANE
TOWN OF MANLIUS ONONDAGA COUNTY

REVISIONS

Drawn By	DPR
Checked By	RLZ
Proj. No.	17081
Date	01/07/2025
Scale	AS NOTED

PETITION PLAN
DRAINAGE

P-1

IN THE MATTER

Of

Local Law 2026-__

A LOCAL LAW AMENDING CHAPTER 155-20.8 ENTITLED "ADOPTED DISTRICT PLANS" OF THE CODE OF THE TOWN OF MANLIUS

CALLING FOR A PUBLIC HEARING

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 11th of March 2026, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
Michael Nesci	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2025 - __, entitled "A Local Law Amending Chapter 155-20.8 entitled 'Adopted District Plans' of the Code of the Town of Manlius," the text of which is as follows:

LOCAL LAW 2026 - __ AMENDING CHAPTER 155-20.8 ENTITLED "ADOPTED DISTRICT PLANS" OF THE CODE OF THE TOWN OF MANLIUS

BE IT ORDAINED AND ENACTED by the Town Board of the Town of Manlius, County of Onondaga, State of New York, as follows:

Section 1. That Chapter 155-20.8, entitled "Adopted District Plans" of the Code of the Town of Manlius, is amended as follows:

§ 155-20.8. Adopted district plans

A. Twin Ponds. The Twin Ponds District Plan is hereby adopted pursuant to the district plan and District Plan Map approved by the Town Board on November 1, 2023, and appended to this chapter as Schedule 1, "Planned Unit Development District Plans."

B. Garden Park. The Highbridge Senior Apartments District Plan is hereby adopted pursuant to the district plan and District Plan Map approved by the Town Board on June 11, 2025, and appended to this chapter as Schedule 1, "Planned Unit Development District Plans."

C. Burdick Street. The Burdick Street Apartments District Plan is hereby adopted pursuant to the district plan and District Plan Map approved by the Town Board on April 8, 2026, and appended to this chapter as Schedule 1, "Planned Unit Development District Plans."

Section 2. Schedule 1 is attached hereto as **Exhibit A** and made a part hereof.

Section 3. This local law shall take upon the filing with the Secretary of State.

RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2026-__, and that such Hearing shall be held at the Town Hall of the Town of Manlius, located at 301 Brooklea Drive, Fayetteville, New York, on April 8, 2026, at 6:35 p.m. and be it further;

RESOLVED, that the Town Clerk give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held, and in general terms, describing the proposed Local Law. Such notice shall be published once at least five (5) days prior to the Public Hearing.

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 11th day of March, 2026; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 11th day of March, 2026.

DATED: March 11, 2026
Fayetteville, New York

_____

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

Exhibit A

Burdick Street Apartments District Plan

A. Intent. This district is intended to be used primarily for multiple-family dwelling units. The design of the PUD District Plan provides relatively high-density residential housing options in close proximity to neighborhood amenities and resources. The PUD District Plan shall also include a limited number of non-residential uses that are compatible with both the proposed multi-family housing on site and area.

B. PUD District Plan Description

1. Types of land uses. The following structures and uses shall be permitted within the district, pursuant to site plan approval:

    a. Multi-family dwellings;
    b. Personal Service;
    c. Professional Offices;
    d. Retail Sales;
    e. Artisan, maker

2. Bulk Requirements

    a. Lot Area: 1.52 Acres
    b. Maximum Building Height: 4 stories

3. Off-street parking requirements. The site shall contain a total of sixty-three (63) parking spaces. A minimum of one-off-street parking space for each one-bedroom Dwelling and two off-street parking spaces for each two- or three-bedroom Dwelling shall be required.

4. Vehicle Circulation. Provisions for smooth internal vehicle circulation shall be made with storage space for snow which will not block parking spaces and with provision for access of emergency vehicles. The design for vehicular ingress and egress to the site from a public highway and for interior streets shall be approved by the Town Highway Superintendent and the Chief of the Fire Protection District in which the project is to be located.

C. PUD District Plan Map. Attached as **Appendix A** is a map identifying the location of permissible land uses, public roads, sidewalks and the total acreage of the proposed PUD District Plan.

D. Phasing Plan. The Project will be constructed in one phase.

E. Application Timeline.

1. The Owner shall be required to apply for Site Plan Approval no later than 180 days after approval of the PUD District Plan.

2. The Owner shall be required to apply for a building permit to begin construction of the project no later than 18 months after receiving site plan approval.

F. Public Roadways. **Appendix A** depicts the location of lands that shall be dedicated to the Town for public use as roadways.

G. Signage. All signage shall be in accordance with § 155-25 of the Manlius Town Code.

H. Utilities. All buildings will be served by public water and sewer systems.

I. Workforce Housing. 5% of the Dwellings within the PUD District shall be designated for "Workforce Housing." Workforce Housing shall be available for a period of ten (10) years following the issuance of a certificate of occupancy.

1. The Town Board may reduce the number of Workforce Housing units required or the method for calculating the rent ceiling to be considered Workforce Housing if such an adjustment is necessary to support the continued financial viability of the project.

2. Temporary noncompliance with paragraph I is permitted if such noncompliance is caused by increases in the incomes of existing tenants. The Owner shall reduce the rent for the next available equivalent vacant unit in the event that a unit previously designated as Workforce Housing no longer qualifies due to an increase in a tenant's income.

3. The owner shall provide information on an annual basis to the Codes Enforcement Officer to confirm compliance with these Workforce Housing Requirements.

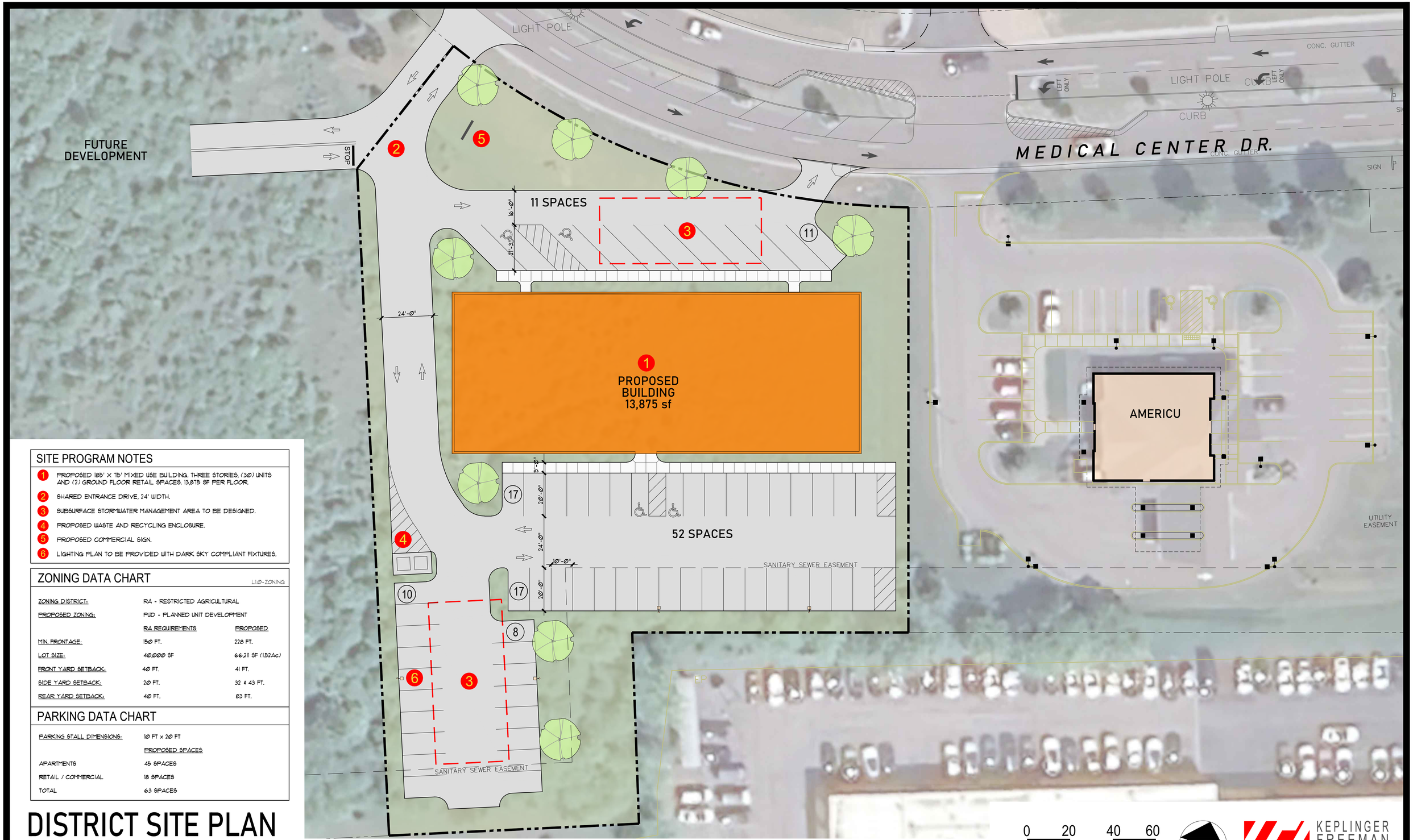
J. Mixed-use. The Owner shall offer no less than 2,500 square feet of space for rent for non-residential purposes. The non-residential units may only be located on the ground floor of development.

K. Sidewalk Connections. The Owner will cooperate with the Town to connect sidewalks within the PUD District with other sidewalks constructed by the neighboring property owners in order to provide pedestrian access.

L. Sustainability.

1. The project will include approximately 2 charging plugs for electric vehicles.

2. The Owner will make a concerted effort to incorporate other alternative energy sources, i.e. solar and natural gas.



SITE PROGRAM NOTES

1. PROPOSED 185' X 75' MIXED USE BUILDING. THREE STORIES, (30) UNITS AND (2) GROUND FLOOR RETAIL SPACES. 13,875 SF PER FLOOR.
2. SHARED ENTRANCE DRIVE, 24' WIDTH.
3. SUBSURFACE STORMWATER MANAGEMENT AREA TO BE DESIGNED.
4. PROPOSED WASTE AND RECYCLING ENCLOSURE.
5. PROPOSED COMMERCIAL SIGN.
6. LIGHTING PLAN TO BE PROVIDED WITH DARK SKY COMPLIANT FIXTURES.

ZONING DATA CHART

LI@-ZONING

ZONING DISTRICT:	RA - RESTRICTED AGRICULTURAL	
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT	
	RA REQUIREMENTS	PROPOSED
MIN. FRONTAGE:	150 FT.	228 FT.
LOT SIZE:	40,000 SF	66,211 SF (1.52Ac)
FRONT YARD SETBACK:	40 FT.	41 FT.
SIDE YARD SETBACK:	20 FT.	32 & 43 FT.
REAR YARD SETBACK:	40 FT.	83 FT.

PARKING DATA CHART

PARKING STALL DIMENSIONS:	10 FT x 20 FT
	PROPOSED SPACES
APARTMENTS	45 SPACES
RETAIL / COMMERCIAL	18 SPACES
TOTAL	63 SPACES

DISTRICT SITE PLAN

MEDICAL CENTER DRIVE FAYETTEVILLE, NY

FEBRUARY 5, 2026

0 20 40 60

SCALE IN FEET

KEPLINGER FREEMAN ASSOCIATES

LANDSCAPE ARCHITECTURE & LAND PLANNING

March 6th, 2026

KEPLINGER FREEMAN ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
6320 FLY ROAD, SUITE 109 EAST SYRACUSE, NEW YORK 13057
PHONE: (315) 445-7980 FAX: (315) 445-7981

Town Board
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

RE: PUD District Request
Burdick Street Apartments District Plan – Medical Center Dr. Fayetteville NY 13066

Town Board Members,

Keplinger Freeman Associates, on behalf of Brolex Properties LLC (the applicant), is pleased to submit the enclosed request for the creation of a Planned Unit Development (PUD) District related to the above-mentioned project.

The following items have been included for the Town Board review and consideration:

- PUD District Plan Description
- PUD District Plan Map
- SEQR Form (EAF)

Should you require any additional copies of the above items, or have any questions related to the submission, please do not hesitate to contact our office at 315-445-7980 ext. 101 or as@keplingfreeman.com.

Thank you for your consideration of this request.

Alex Samoray

Burdick Street Apartments District Plan

A. Intent. This district is intended to be used primarily for multiple-family dwelling units. The design of the PUD District Plan provides relatively high-density residential housing options in close proximity to neighborhood amenities and resources. The PUD District Plan shall also include a limited number of non-residential uses that are compatible with both the proposed multi-family housing on site and area.

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    c. Professional Offices
    d. Retail Sales
    e. Artisan, maker

2. Bulk Requirements

    a. Lot Area: 1.52 Acres
    b. Maximum Building Height: 4 stories

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C. PUD District Plan Map. Attached as Appendix A is a map identifying the location of permissible land uses, public roads, sidewalks and the total acreage of the proposed PUD District Plan.

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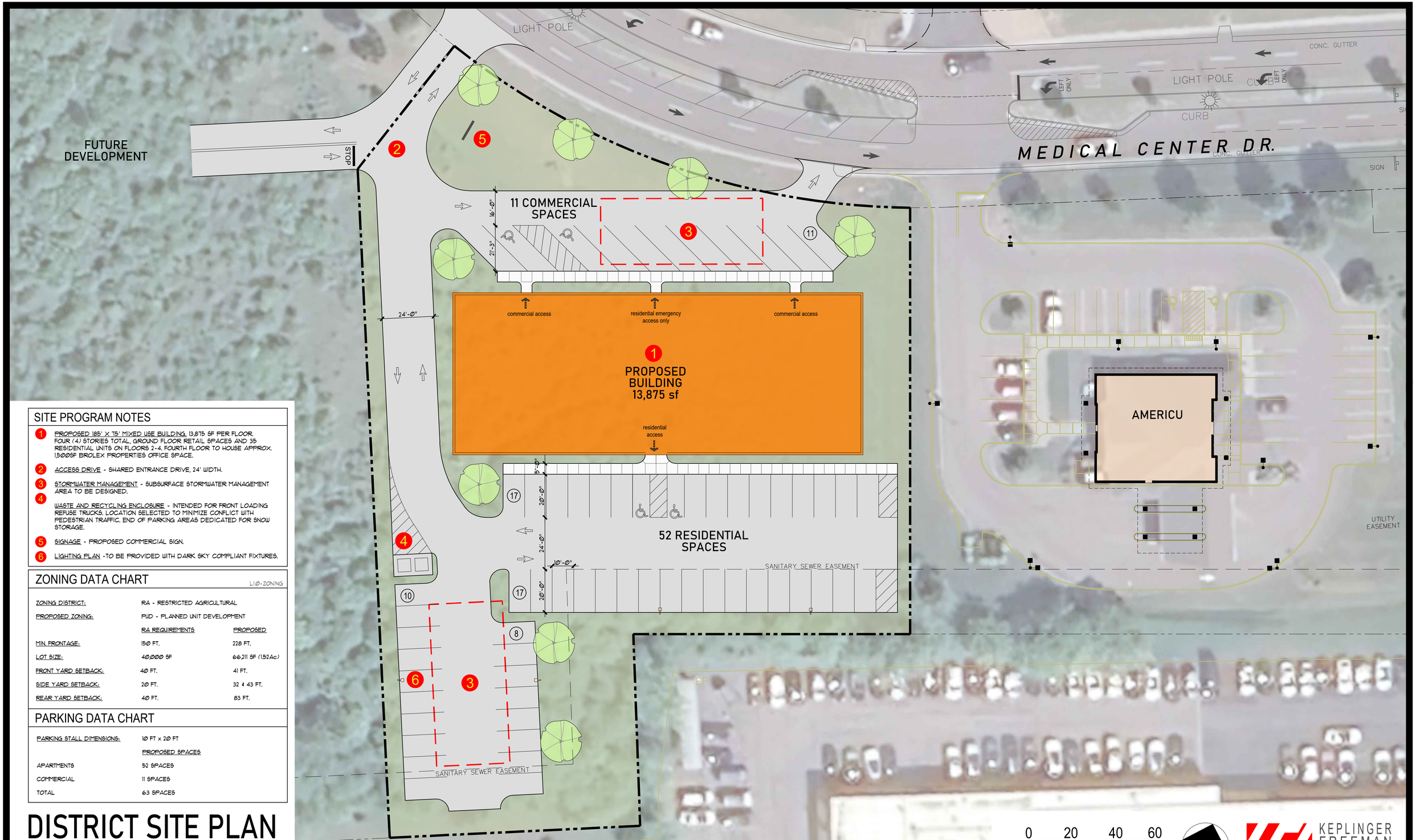
K. Sidewalk Connections. The Owner will cooperate with the Town to connect sidewalks within the PUD District with other sidewalks constructed by the neighboring property owners in order to provide pedestrian access.

L. Sustainability.

1. The project will include approximately 2 charging plugs for electric vehicles.

2. The Owner will make a concerted effort to incorporate other alternative energy sources, i.e. solar and natural gas.



SITE PROGRAM NOTES

1. PROPOSED 185' X 75' MIXED USE BUILDING. 13,875 SF PER FLOOR. FOUR (4) STORIES TOTAL. GROUND FLOOR RETAIL SPACES AND 35 RESIDENTIAL UNITS ON FLOORS 2-4. FOURTH FLOOR TO HOUSE APPROX. 1,500SF BROLEX PROPERTIES OFFICE SPACE.
2. ACCESS DRIVE - SHARED ENTRANCE DRIVE, 24' WIDTH.
3. STORMWATER MANAGEMENT - SUBSURFACE STORMWATER MANAGEMENT AREA TO BE DESIGNED.
4. WASTE AND RECYCLING ENCLOSURE - INTENDED FOR FRONT LOADING REFUSE TRUCKS. LOCATION SELECTED TO MINIMIZE CONFLICT WITH PEDESTRIAN TRAFFIC. END OF PARKING AREAS DEDICATED FOR SNOW STORAGE.
5. SIGNAGE - PROPOSED COMMERCIAL SIGN.
6. LIGHTING PLAN -TO BE PROVIDED WITH DARK SKY COMPLIANT FIXTURES.

ZONING DATA CHART

LI⌀-ZONING

ZONING DISTRICT:	RA - RESTRICTED AGRICULTURAL	
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT	
	RA REQUIREMENTS	PROPOSED
MIN. FRONTAGE:	150 FT.	228 FT.
LOT SIZE:	40,000 SF	66,211 SF (1.52Ac)
FRONT YARD SETBACK:	40 FT.	41 FT.
SIDE YARD SETBACK:	20 FT.	32 & 43 FT.
REAR YARD SETBACK:	40 FT.	83 FT.

PARKING DATA CHART

PARKING STALL DIMENSIONS:	10 FT x 20 FT
	PROPOSED SPACES
APARTMENTS	52 SPACES
COMMERCIAL	11 SPACES
TOTAL	63 SPACES

DISTRICT SITE PLAN

MEDICAL CENTER DRIVE FAYETTEVILLE, NY

MARCH 6, 2026

0 20 40 60

SCALE IN FEET

KEPLINGER FREEMAN ASSOCIATES

LANDSCAPE ARCHITECTURE & LAND PLANNING

Town of Manlius

Planning and Development

2/17/2026

RE: Planned Unit Development District Request Application
Medical Center Drive Tax ID: 086.-01-11.0
Burdick Street Apartments District Plan

Applicant: Brolex Properties – Brandon Jacobson
Project Contact: Keplinger Freeman Associates – Alex Samoray

I find the attached application is not complete, additional submittals and review are required before the application can be deemed complete. A complete application will allow for further review by the Town of Manlius Town Board in accordance with Chapter 155-20.2 through 155-20.7.

The following items are incomplete or not provided.

1. Confirm on SEQR property owner is same as applicant/sponsor. In accordance with Chapter 155-20.4 only persons who can demonstrate legal control over the parcel(s) covered by the proposed PUD district, or their authorized representative(s), may file a PUD district application. Additionally, if applicant/sponsor is different than property owner a contract vendee for a parcel or parcels of land may be considered to have sufficient legal control for purposes of submitting a PUD district plan application.

2. Real property rights, the application must include a draft of all covenants, easements and rights-of-way relating to the site development and/or homeownership, homeowners' associations and any lands dedicated to public use within the PUD district plan.

The following items are highly recommended to be reviewed regarding the proposed application, district plan and site plan.

1. Standardize district site plan and district plan. District site plan notes proposed building as (3) stories while district plan notes the bulk requirements maximum building height at 4 stories.
2. The district plan and site plan propose 45 spaces for the residential component and 18 for the commercial component, for a total of 63. Review opportunity to reduce the number of parking spaces as residents will generally be off-site for work, school, etc. during the hours that the commercial space will be open. The peak demand hours will differ between the residential and commercial components.
3. Site access:
    a. Turning left via the shared access into the proposed development may cause vehicular conflicts. A traffic study should be provided as such may be required by the Town Board

John Deer, Supervisor

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

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

or other agencies referred to for review and suggest a four-way stop at the site entrance may assist in traffic management.

b. Approval and confirmation with 3965 Medical Center Dr for shared driveway access.

4. Site Design:
    a. Consideration should be given to reorienting the building so that it fronts Medical Center Drive. The proposed 11 parking spaces could be relocated behind the building. This relocation would also eliminate one driveway which has implications for internal traffic circulation.
    b. A street-oriented building aligns with the reference images for the Regional Commercial land use designation (attached) and promotes quality urban design.
    c. Building elevations should be provided as such may be required by the Town Board or other agencies referred to for further review.
    d. Provide review for emergency services access and maneuverability (EMS and Fire).
5. Pedestrian movement. Building off the site design comments, fronting the building on Medical Center and relocating parking would support a pedestrian-friendly development. Sidewalks or a plan to support connections to adjacent sites should also be incorporated within the district site plan.

If you have any further questions, please contact the undersigned.

Thomas A. Poitras
Director of Planning and Development
Town of Manlius

March 6th, 2026

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

KEPLINGER FREEMAN ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
6320 FLY ROAD, SUITE 109 EAST SYRACUSE, NEW YORK 13057
PHONE: (315) 445-7980 FAX: (315) 445-7981

RE: PUD Request – Medical Center Dr Mixed Use Development
Project Address: Medical Center Drive, Fayetteville NY 13066
Tax ID: 086.-01-11.0

On behalf of the applicant, Bolex Properties, this letter serves as a response to comments provided by the planning department as part of its initial review of our Planned Unit Development (PUD) District Request Application.

Town Comments provided February 17th, 2026
KFA Response provided March 6th, 2026

1. *Standardize district site plan and district plan. District site plan notes proposed building as (3) stories, while district plan notes the bulk requirements maximum building height at 4 stories.*
   Response: The site plan has been updated to reflect correct building height and match the district plan description. The applicant is proposing a four (4) story building. The first story commercial use, with 3 floors of residential units above.

2. The district plan and site plan propose 45 spaces for the residential component and 18 for the commercial component, for a total of 63 spaces. Review opportunities to reduce the number of parking spaces as residents will generally be off-site for work, school, etc. during the hours that the commercial space will be open. The peak demand hours will differ between the residential and commercial components.
   Response: The proposed parking layout is intentionally designed to maintain clear separation between commercial and residential uses. The 11-space parking area located at the front of the building is dedicated exclusively to customers and clients of the commercial tenants, whose primary entrances are oriented toward the front facade. The 52-space parking area at the rear of the building is designated for the residents. This separation supports effective site circulation, minimizes potential conflicts between user groups, and aligns parking supply with the operational needs of each component of the development.

   Resident access to the building will occur exclusively through the rear facade entrance, which will be controlled by a fob access system available only to residents. The front central door, as identified on the PUD District Plan, will be accessible to emergency services, and function solely as an emergency exit for residents. This controlled access strategy will direct residents to park and enter from the rear of the property, thereby preserving the front parking area for commercial patrons.

3. Site access:
    a. Turning left via the shared access into the proposed development may cause vehicular conflicts. A traffic study should be provided as such may be required by the Town Board or other agencies referred to for review and suggest a four-way stop at the site entrance may assist in traffic management.
    Response: The Applicant has engaged Gordon Stansbury to prepare a traffic study. The completed traffic report will be submitted to the Town for review once finalized.

    b. Approval and confirmation with 3965 Medical Center Dr for shared driveway access.
    Response: The proposed shared driveway access will be coordinated with the property owner of 3965 Medical Center Drive.

4. Site Design:
    a. Consideration should be given to reorienting the building so that it fronts Medical Center Drive. The proposed 11 parking spaces could be relocated behind the building. The relocation would also eliminate one driveway which has implications for internal traffic circulation.
    Response: The Applicant and future tenants prefer to maintain designated commercial parking at the front of the building to best serve customers and operational needs. The proposed commercial parking area is designed with one-way circulation to minimize traffic movements at the site entrance and improve overall safety. In addition, maintaining parking at the front of the building facilitates unobstructed emergency access to both sides of the structure.

    b. A street-oriented building aligns with reference images for regional commercial land use designation and promotes quality urban design.
    Response: The Applicant recognizes that street-oriented building is consistent with regional commercial development patterns intended to promote traditional urban design principles. However, the existing development context along Medical Center Drive is characterized by buildings set back from the roadway with on-site parking.

    As part of the requested Planned Unit Development (PUD), the project has been designed to balance compatibility with surrounding properties while also advancing broader Town and County objectives. The plan is an efficient use of the land through coordinated building placement, parking, and stormwater design. It provides workforce housing opportunities, supports regional employment and retail activity, and utilizes existing public water and sewer infrastructure.

    The proposed PUD reflects a coordinated design effort that provides functional circulation, ensures emergency access, and a cohesive development. The Applicant believes that when evaluated under the PUD criteria, the project represents an

appropriate and forward-looking form of development that aligns with comprehensive planning goals for increased housing options, economic vitality, and orderly growth.

c. Building elevations should be provided as such may be required by the Town Board or other agencies referred to for further review.
Response: Building elevations will be provided to the Town Board at the first appearance as part of the PUD review process.

d. Provide review for emergency services access and maneuverability (EMS and Fire).
Response: Documentation demonstrating adequate maneuvering space for emergency service vehicles will be submitted as part of the site plan approval process, or as required by the Town Board, or any other reviewing agencies involved, for the applicant's PUD request. The design team will also coordinate with the local fire department to conduct a design review meeting ensuring that emergency access and operational requirements are satisfactory.

5. Pedestrian movement. Building off the site design comments, fronting the building on Medical Center and relocating parking would support a pedestrian friendly development. Sidewalks or a plan to support connections to adjacent sites should also be incorporated within the district site plan.
Response: The Applicant acknowledges the importance of supporting pedestrian connectivity within the site and to adjacent properties. The building orientation and parking configuration are proposed to align with the established development pattern along Medical Center Drive and to meet operational and emergency access needs, pedestrian accommodations will be incorporated in the site design.

Internal sidewalk connections will be provided to safely link parking areas to building entrances and the Applicant will evaluate opportunities to provide pedestrian connections toward the adjacent properties and Medical Center Drive, where feasible and appropriate. Any proposed connections will be designed to ensure safe and practical pedestrian circulation.

The overall intent is to create a site that supports vehicular efficiency and pedestrian accessibility for both the residential and commercial uses proposed on site, while remaining consistent with the surrounding development context.

We respectfully request that the Town consider the responses provided above, in addition to the PUD District Plan and Description materials. Please do not hesitate to contact us should additional information, documentation, or clarification be required.

Sincerely,
Alex Samoray

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Burdick Street Apartments		
Project Location (describe, and attach a general location map): Medical Center Drive, Fayetteville NY 13066		
Brief Description of Proposed Action (include purpose or need): The proposed action is for the development of a Planned Unit Development (PUD) consisting of multifamily residential dwelling units and commercial/mixed use tenants. The development will include a new mixed use building with approximately 30 dwelling units. The project will include necessary site improvements like roadways, parking areas, landscaping and site utilities to serve the proposed development.		
Name of Applicant/Sponsor: Brolex Properties - Brandon Jacobson	Telephone: E-Mail: brandon@brolexcompanies.com	
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role): Keplinger Freeman Associates - Landscape Architecture (Alex Samoray)	Telephone: 315-445-7980 E-Mail: as@keplingerfreeman.com	
Address: 6320 Fly Rd #109		
City/PO: East Syracuse	State: NY	Zip Code: 13057
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town of Manlius Town Board - PUD district	February 2026
b. City, Town or Village Planning Board or Commission ☐Yes☐No	Town of Manlius Planning Board - Site Plan	February 2026
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	SOCPA referral	February 2026
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC - stormwater permit	Spring 2026
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☑No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RA - Restricted Agricultural

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? PUD

C.4. Existing community services.

a. In what school district is the project site located? Fayetteville Manlius Central School District

b. What police or other public protection forces serve the project site?
Manlius police department

c. Which fire protection and emergency medical services serve the project site?
Fayetteville Fire Department

d. What parks serve the project site?
Town of Manlius Park Department

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed Use - Residential and Commercial

b. a. Total acreage of the site of the proposed action? 1.52 acres
b. Total acreage to be physically disturbed? 1.52 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.52 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				30 units
At completion of all phases				30 units

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: 7,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No

If Yes,

i. Purpose of the impoundment: subsurface stormwater management

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☑ Surface water streams ☐ Other specify:

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: TBD acres

v. Dimensions of the proposed dam or impounding structure: TBD height; TBD length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

excavation of soils for subsurface storage and management of surface runoff from proposed impervious areas as per NYSDEC regulatoins

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe.

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: TBD gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: OCWA
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☑No

iii. Will line extension within an existing district be necessary to supply the project? ☑Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
  Extension of public water main to service the proposed building
- Source(s) of supply for the district: OCWA

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: TBD gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
residential sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Meadowbrook-Limestone
- Name of district: Meadowbrook-Limestone
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☑Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: Public sewer extension form Meadowbrook - Limestone trunk sewer to service the proposed building

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or >1 acres (impervious surface)

_____ Square feet or 1.52 acres (parcel size)

ii. Describe types of new point sources. surface runoff from parking areas and roof areas

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

on site stormwater management collection system and subsurface stormwater storage

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

typical construction equipment including generators and temporary heating

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☑No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing zero Proposed 63 Net increase/decrease 63

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: new curb cut from medical center drive to access site

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☑Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: for mixed use - residential

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7am-7pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: commercial 8am-5pm
- Saturday: commercial 8am-5pm
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Typical construction equipment

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☑ Yes ☐ No

Describe: tree removal - only what is necessary for development

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

typical parking lot and building mounted area lighting

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Fayetteville Town Center, Medical Facilities, Residential Apartments and Senior Living Facility

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	1.15	+1.15
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.52	0.0	-1.52
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: Grass and Landscaping	0.0	0.37	+0.37

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Towne Center Retirement Community, NE Medical Center, Hal Welsh East Area Family YMCA, Pediatric Dentistry & Family Orthodontics

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☑ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6.5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

OgB - Ontario Loam	91 %
OnC - Ontairo gravelly loam	9 %
	%

d. What is the average depth to the water table on the project site? Average: >6.5 feet

e. Drainage status of project site soils:
☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____ % of site
☐ Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 91 % of site
☑ 10-15%: 9 % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☑ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No

If Yes:

i. Species and listing (endangered or threatened): _____

Northern Long-eared Bat

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Brandon Jacobson Date February 2nd, 2026

Signature _____ Title managing member

PRINT FORM

SITE PROGRAM NOTES

1. PROPOSED 185' X 75' MIXED USE BUILDING. THREE STORIES, (30) UNITS AND (2) GROUND FLOOR RETAIL SPACES. 13,875 SF PER FLOOR.
2. SHARED ENTRANCE DRIVE, 24' WIDTH.
3. SUBSURFACE STORMWATER MANAGEMENT AREA TO BE DESIGNED.
4. PROPOSED WASTE AND RECYCLING ENCLOSURE.
5. PROPOSED COMMERCIAL SIGN.
6. LIGHTING PLAN TO BE PROVIDED WITH DARK SKY COMPLIANT FIXTURES.

ZONING DATA CHART

LI@-ZONING

ZONING DISTRICT:	RA - RESTRICTED AGRICULTURAL	
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT	
	RA REQUIREMENTS	PROPOSED
MIN. FRONTAGE:	150 FT.	228 FT.
LOT SIZE:	40,000 SF	66,211 SF (1.52Ac)
FRONT YARD SETBACK:	40 FT.	41 FT.
SIDE YARD SETBACK:	20 FT.	32 & 43 FT.
REAR YARD SETBACK:	40 FT.	83 FT.

PARKING DATA CHART

PARKING STALL DIMENSIONS:	10 FT x 20 FT
	PROPOSED SPACES
APARTMENTS	45 SPACES
RETAIL / COMMERCIAL	18 SPACES
TOTAL	63 SPACES

DISTRICT SITE PLAN

MEDICAL CENTER DRIVE FAYETTEVILLE, NY

FEBRUARY 5, 2026

0 20 40 60

SCALE IN FEET

KEPLINGER FREEMAN ASSOCIATES

LANDSCAPE ARCHITECTURE & LAND PLANNING

TAX SEARCH CERTIFICATE

STATE OF NEW YORK
COUNTY OF ONONDAGA

SCHEDULE OF PAID OR DELINQUENT TAXES

YEAR	ORIGINAL TAX	TAX SALE	DATE PAID
2015	$5,045.60		PAID 1/30/2015
2014			PAID
2013			PAID
2012			PAID

ALLIED AMERICAN ABSTRACT CORP, a New York Corporation, hereby certifies that it has made an examination and search of the records and files in the office of the Onondaga County Commissioner of Finance as of the date covering the period from 2012 to the date hereof against the lands herein below described and find that said property has not been sold for unpaid taxes and there are no unpaid taxes or tax liens affecting said property except as stated below.

The property against which said search has been made is briefly described as follows:

BURDICK ROAD
NO SEARCH INCLUDED FOR CITY, VILLAGE, SCHOOL, WATER OR SEWER CHARGES.

ASSESSED TO: DB REAL ESTATE FAYETTEVILLE, LLC

PART FARM LOT NO.: 64 LOT NO.: 2 BLOCK NO.:

TOWN: MANLIUS TRACT: CANAL PROPERTIES

DIMENSIONS: 5.38 ACRES SCHOOL DISTRICT: FAYETTEVILLE-MANLIUS

ASSESSMENT VALUE: $393,000.00 EXEMPTIONS: NONE

TAX MAP NO.: 86-1-3.7

PROPERTY CLASS: 330 VILLAGE OF:

DATED: SEPTEMBER 2, 2015

BY: _____
Authorized Signature

ALLIED AMERICAN ABSTRACT CORP.

Abstract of Title

Burdick Road

Part of Lot 64 &
Lots 3 & 4 **Northeast** Medical Center Subdivision
Town of Manlius
County of Onondaga

Eagle Title Services, Inc.
181 Blackberry Rd. Liverpool, New York 13090
Ph: 315-622-2779 Fax: 315-362-9025Web: www.EagleTitleNY.com

Tax Search

Eagle Title Services, Inc.
181 Blackberry Rd
Liverpool, New York 13090

Title Number: 2011-1364

Address	:	Burdick Road
Tax Map #	:	086.-01-03.6
Assessed Owner	:	DB Real Estate of Fayette
Assessed Value	:	Land Assess-$510,900 Total Assess-$510,900
School District	:	Fayetteville-Manlius Property Class: 330
Description	:	Map #8583 Filed 1/21/98 Lt 3
Town	:	Manlius

Eagle Title Services, Inc., a corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or specific lien upon the premises above described, that there are no unpaid COUNTY TAXES, now a lien against the real estate described on the tax rolls above, now payable, except as set forth below:

2011 County/Town Taxes	$5,742.62 paid 1-31-2011
1978-2010 County/Town Taxes	paid

No search has been performed for water districts. Pursuant to New York real property law sections 302 and 520, the real estate tax liability may be affected upon transfer of title, if premises have a partial or full exemption.

Eagle Title Services, Inc.

By: _____
Authorized Signatory

Dated: July 12, 2011

Eagle Title Services, Inc.
181 Blackberry Rd. Liverpool, New York 13090
Ph: 315-622-2779 Fax: 315-362-9025Web: www.EagleTitleNY.com

Tax Search

Eagle Title Services, Inc.
181 Blackberry Rd
Liverpool, New York 13090

Title Number: 2011-1364

Address	:	Burdick Road
Tax Map #	:	086.-01-03.7
Assessed Owner	:	DB Real Estate of Fayette
Assessed Value	:	Land Assess-$393,000 Total Assess-$393,000
School District	:	Fayetteville-Manlius Property Class: 330
Description	:	Map #8583 Filed 1/28/98 Lt 4
Town	:	Manlius

Eagle Title Services, Inc., a corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or specific lien upon the premises above described, that there are no unpaid COUNTY TAXES, now a lien against the real estate described on the tax rolls above, now payable, except as set forth below:

2011 County/Town Taxes	$4,417.40 paid 1-31-2011
1978-2010 County/Town Taxes	paid

No search has been performed for water districts. Pursuant to New York real property law sections 302 and 520, the real estate tax liability may be affected upon transfer of title, if premises have a partial or full exemption.

Eagle Title Services, Inc.

By: _____
Authorized Signatory

Dated: July 12, 2011

Eagle Title Services, Inc.
181 Blackberry Rd. Liverpool, New York 13090
Ph: 315-622-2779 Fax: 315-362-9025Web: www.EagleTitleNY.com

ONONDAGA COUNTY TAX SEARCH

THE TALON GROUP
351 South Warren Street, Syracuse, New York 13202

ABSTRACT NO. 9500-07-00080

THE TALON GROUP, a division of First American Title Insurance Company of New York, a corporation duly incorporated under the Insurance Laws of the State of New York, for a valuable consideration to it paid, hereby Certifies and Guarantees to the record owners of an interest in or specific lien upon the premises described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls, now payable, except as follows:

DESCRIPTION OF TAX OR ASSESSMENT

1978 thru 2005		**PAID**
2006	**$4,170.82**	**PAID**

FOR INFORMATION ONLY:

Assessed To	: DB Real Estate of Fayetteville
Tax Account Number	: 086-01-03.7
Street Address	: Burdick Road
Town	: Manlius
Property Description	: Lot 4
School District	: Fayetteville-Manlius
Land Value	: $385,000.00
Full Assessed Value	: $385,000.00
Taxable Assessed Value	: ------
Property Class	: 330
Tax Roll Year	: 2006

NO SEARCH INCLUDED FOR WATER DISTRICTS, LOCAL ASSESSMENTS, CITY OF SYRACUSE TAXES, VILLAGE OR SCHOOL TAXES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

December 28, 2006

THE TALON GROUP

By: _____
Authorized Signatory

ONONDAGA COUNTY TAX SEARCH

THE TALON GROUP
351 South Warren Street, Syracuse, New York 13202

ABSTRACT NO. 9500-07-00080

THE TALON GROUP, a division of First American Title Insurance Company of New York, a corporation duly incorporated under the Insurance Laws of the State of New York, for a valuable consideration to it paid, hereby Certifies and Guarantees to the record owners of an interest in or specific lien upon the premises described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls, now payable, except as follows:

DESCRIPTION OF TAX OR ASSESSMENT

1978 thru 2005		**PAID**
2006	**$5,422.08**	**PAID**

FOR INFORMATION ONLY:

Assessed To	: DB Real Estate of Fayetteville
Tax Account Number	: 086-01-03.6
Street Address	: Burdick Road North
Town	: Manlius
Property Description	: Lot 3
School District	: Fayetteville-Manlius
Land Value	: $500,500.00
Full Assessed Value	: $500,500.00
Taxable Assessed Value	: ------
Property Class	: 330
Tax Roll Year	: 2006

NO SEARCH INCLUDED FOR WATER DISTRICTS, LOCAL ASSESSMENTS, CITY OF SYRACUSE TAXES, VILLAGE OR SCHOOL TAXES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

Dated: December 28, 2006

THE TALON GROUP

By: _____
Authorized Signatory

9500-07-00080

ABSTRACT OF TITLE
prepared by
THE TALON GROUP

1. Ebenezer Butler Junior of the Town of Pompey, County of Onondaga and State of New York,

-to-

Elias S. Palmer of _____ in the State of Connecticut

CONVEYS: Premises and more.

Warranty Deed
Dated: August 5, 1799
Ack.: August 5, 1799
Cons.: $1,417.70
Trans. Tax: ------
Rec.: May 29, 1800
Book A Page 250

2. Ebenezer Butler Junior of the Town of Pompey in the County of Onondaga and State of New York

-to-

Elias S. Palmer

CONVEYS: Premises and more.

Warranty Deed
Dated: May 28, 1800
Ack.: May 28, 1800
Cons.: $1.00
Trans. Tax: ------
Rec.: May 29, 1800
Book A Page 251

3. Sanford Palmer

-vs-

Charles Palmer

Action for Petition of Lands
Court of Common Pleas
County of Onondaga
Term of September 1827
Order dated and filed:
May 26, 1829

Petition of Sanford Palmer shows that Elias S. Palmer, deceased, died June 6, 1821 seized of the fee of a tract of land known and designated as Lot No. Sixty-four in the Military Tract in the Town of Manlius.

Petition states Silas Palmer, deceased, published his Last Will and Testament on February 7, 1820 in due form of law to pass real estate and devised to Petitioner one equal undivided half of Lot 64 and to Charles Palmer the other part of Lot 64. Petitioner's part to lie on the west and Charles Palmer's part to lie on the east and divided according to quantity and quality.

So ordered.

9500-07-00080

4. In the Matter

of

Charles Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: January 14, 1852
Codicil dated: June 28, 1854

See will following.

Petition for Probate filed January 25, 1855 recites death of decedent on December 13, 1854, leaving him surviving the following named persons, his only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Charles Palmer	son
2.	Paul M. Palmer	son
3.	Henry D. Palmer	son
4.	Luther M. Palmer	son
5.	Asenath Rotnour wife of Daniel Rotnour	daughter
6.	Eliza Gillett, wife of Orrin S. Gillett	daughter
7.	Jerome B. Palmer	son

Will Probated and Letters Testamentary issued to Jerome B. Palmer on January 25, 1855.

Will

I Charles Palmer of Manlius in the County of Onondaga and State of New York, being advanced in age & feeling the uncertainty of Life, but being of sound and disposing mind, Memory and understanding, do hereby Make, publish and declare my Last Will & Testament in manner and form following; to wit;

First I hereby Order and Direct that My Executors hereinafter named and appointed, pay all of my just debts, funeral Charges & Expenses as soon as Convenient, may be done after my decease.

Second I hereby give, devise, and bequeath unto my beloved Wife Hannah, during her Widowhood, and during her Natural Life in case she shall not again Marry; the use and occupation of all that part of my Home Farm, or Lot Number Sixty Four in Manlius described and bounded as follows; to wit; beginning at the South West Corner of said Farm, & running thence East on the South line of said Farm, to the Road fence on the west side of the Old Nursery - thence North along said fence to the Cross fence on the North side of the Hog pasture - thence West along said fence to the fence on the East side of the Lane leading from the road to the barn - Thence North along said fence and in its direction to the North East Corner of the barn - thence Westerly parallel with the South line of said farm to lands of D.C. Hatch - thence South along said Hatch's East line to the place of beginning - be the same more or less, & including the buildings thereon - Also One fourth part of all of the fruit, and Annual Crops, & produce of all of the rest and residue of said farm, and of Each and every part & parcel thereof, by whomsoever the same, and the several parts thereof May from year to year be Cultivated - Also all of the Fire Wood which she may want, and require for her own, and her family's use, to be Cut, drawn, and properly fitted for the stove, & ready for use - Also One Horse -

Two Cows – Two Hogs and Ten Sheep – all to be selected by herself from any I may have at the time of my decease – Also my Buggy, Waggon, Single Harness, & Cutter – And all of my Household Furniture, of every kind & Nature, including all Stoves, & all wearing Apparel, both of herself and my own – Also all Geese & Fowls of every kind of which I may die possessed – Each and all during her Widowhood, And during her natural life if she should not again marry –

And I hereby Authorize and empower her at any time during her life, or by a Last Will & Testament to take effect after her death, to divide and dispose of any and all of said Household Furniture, including Stoves & wearing Apparel, between, and to any or all of my Children & Grand-Children, & to my Niece Sarvilla Palmer – All, And such part to each, as she shall see fit –

Third I Give and Devise unto my Son Jerome B Palmer, all that part and parcel of my said Home Farm, bounded as follows to wit – beginning at a point on the South Bank of the Erie Canal where the South line of the State Appropriation intersects the East line of said Lot No 64 – & running thence South along the East line of said Lot, to a point in the road directly East of a Stake set near the West road fence and a Notch cut in said fence by N. B. Chapman – being nearly opposite to a large Willow Tree on the East side of the road – thence Westerly parallel with the South line of said Lot, and nearly in the line of a large, Marked, Soft Maple Tree – so far that a line drawn from the point of termination Northerly & parallel with the East line of said Lot, to the South line of the States Appropriation for said Canal, and thence Easterly along said line of Appropriation to the place of beginning, shall include and contain just Seventy One & One third Acres, including within said boundaries and description about Eleven and One third Acres more or less now owned by said Jerome B. – My intent being to give him by this Devise just Sixty Acres –

And I further give & bequeath unto him all of my farming tools of every description which are now in his use, and at his place of residence on said Lands; And the understanding between him & me is that one half of all the Stock and Animals of every kind, on my said Home Farm, belong to him, and the other half to me, according to a former Agreement between us –

Fourth I Give and Devise unto my Son Luther M. Palmer

bring to give him by this Devise just sixty acres

And I further give & bequeath unto him all of my farming tools of every description which are now in his use, and at his place of residence on said Lands; And the understanding between him & me is that one half of all the Stock and Animals of every kind on my said Home Farm belong to him, and the other half to me, according to a former Agreement between us.

Fourth I Give and Devise unto my Son Luther M. Palmer subject to the aforesaid Widowhood & life Estate of a part thereof to my said Wife; and subject also to the payment of Five Hundred Dollars as hereinafter provided by him to my Son Paul M. Palmer; All that piece, part, and parcel of my said Home Farm described & bounded as follows to wit; beginning at the South West Corner of my said Farm, and running thence East on the South line thereof to a point just two rods East of the East lane fence, leading from the said to the barn - thence Northerly parallel with said lane fence to a point six rods further North, than the North side of said barn - thence Westerly parallel with the South line of said farm & just six rods North of said barn to N. C. Hatch's East line - thence South, and West, & again South, on said Hatch's line to the place of beginning - Also a Strip of Land on the West side of said farm bounded on the South by the last aforesaid described lands; on the West by the West line of said farm, on the North by the South Bank of the Erie Canal, and on the East by a line drawn parallel with the West line of said farm and at such distance therefrom, that the lands enclosed in this last description, together with the lands first aforesaid described in this devise to said Luther M. shall make in all just one sixth part, in quantity, of all the rest & residue of my aforesaid Home Farm, after deducting therefrom the sixty acres aforesaid devised to my said son Jerome B. - Said sum of Five Hundred Dollars to My said Son Paul M. to be a Charge and lien on said Lands, and be

paid in two Equal Annual payments from & after my death with annual interest or paid sooner

Fifth. I Give and Devise unto My Five Children Charles Palmer Jr. Jsenath, former Wife of Aaron King deceased Henry D. Palmer - Eliza, Wife of Orrin S. Gillett & Paul M. Palmer, to be divided, as near as may be in value, Equally between them; & so, in One or More parts to Each, that Each shall have a proper Share & portion of upland, building land, and Wood land - All the rest and residue of my said Home Farm - to be as aforesaid divided and apportioned out by said Five Children themselves in case they can agree, and shall make such division and apportionment themselves within one year after my Death - Otherwise my Executors hereinafter named & appointed shall, as soon as conveniently may be after the Expiration of said year, cause the same to be surveyed out and Mapped in five such division, Each division to consist of one, or more parts so as to Contain different qualities of land as aforesaid - and shall Mark and designate said Several divisions by the Numbers one - two - three - four & five - Marking & designating Each & every piece making up any one of said five divisions by the same number - And shall then place five similar papers, containing five Corresponding numbers, in a hat or box, and being so folded in Each Case as to Conceal the number - and then in presence of said five Children or such of them as may attend on proper notice served personally or by mail, shall proceed to draw out said several numbers; and the number first drawn shall designate the piece or pieces of Land to be set apart for the Eldest of said five Children; and the second for the next younger, & so on, down to the youngest of the five - Each who shall have as his or her aforesaid part and share of said Lands, the part & parcels thereof designated by his, or her Corresponding drawn number - And I hereby Will & Devise Accordingly -

Sixth The aforesaid several devises however to Each & every of my aforesaid Seven Children, are not intended to, & shall not, Create or vest a full estate of inheritance in fee absolute in any one of My said Several Children but only a life, or Conditional Trust Estate, in Each, to the

each shall have as his or her aforesaid part and share of said Lands, the part & parcels thereof designated by his. or her Corresponding drawn number — And I hereby Will & Devise accordingly ——

Sixth The aforesaid several devises however to Each & every of my aforesaid Seven Children, are not intended to, & shall not, Create or vest a full estate of inheritance in fee absolute in any one of my said Several Children but only a life, or Conditional Trust Estate, in Each, to the part & parcel, or pieces & parcels, as aforesaid devised & designated to each, with the remainder estate of inheritance in fee absolute, in his or her Children whose the aforesaid limited estate is, as follows to wit- In my said son Jerome B. a life estate during his own natural life, and the remainder in fee absolute in his several Children, lawful heirs, born & to be hereafter born, begotten by him — And in My said son Luther M. & in his present Wife Sarah A. and the survivor of them a life Estate during their natural lives, & the life of the surviving one of them, and the remainder in fee absolute in his several Children, Should any hereafter be born, lawful heirs, begotten by him — And in my said son Charles, a life Estate during his own natural life, and the remainder in fee absolute in his several Children, born & to be born, lawful heirs, begotten by him — And in my said daughter Asenath, to be exercised by herself, free and independant of any present or future husband she may have, an Estate in Trust for the use & benefit of her several Children, lawful heirs of her late husband Aaron Wing deceased, during the minority of said several Children, and the youngest one of them, and the remainder in fee absolute, in her said several Children — And in my said son Henry D. a like Estate in Trust for the use and benefit of his son Asa Cady Palmer and his Daughter Harriet Bertrice Palmer during the minority of said two Children, and the youngest one of them, and the remainder

in fee absolute, in said two Children — And in my said daughter Eliza & her present husband Orrin S. Gillett, a life Estate during their natural lives & the life of the survivor of them, And the remainder in fee absolute, in her several Children, lawful heirs, should any hereafter be born of her body — And in my said son Paul M, a life Estate during his own natural life, and the remainder in fee absolute in his several Children, born & hereafter to be born, lawful heirs, begotten by him — And in case my said daughter Asenath or my said son Charles D. shall neglect or fail to accept & exercise the aforesaid Trust, I Name & appoint my Executors Trustees of the aforesaid Estate, in Trust, in his or her place — And in Case any one or more of said Estates in fee absolute in my said Grand Children, shall fail for want of Lawful Issue, then and in such case, I give & devise a life Estate therein to my said several surviving Children, and the survivor of them, And the remainder in fee, to my several Grand-Children, lawful heirs, the sons & daughters of my said Seven Children, born & to be born, — the several Children of each son & daughter, to have the share and portion the Parent would inherit by Law — Yet notwithstanding said remainder Estates in fee absolute in my said several Grand Children I hereby Authorize and Empower Each and every of my said several Children, at any time during the Continuance of his or her aforesaid life Estate, or Estate in Trust, as aforesaid Created; to sell and Convey, the Lands, as aforesaid to him or her devised (Subject to the aforesaid life Estate & devise to my said Wife) and the Estate of inheritance in fee absolute therein, to any one or more of my Sons, or Grand Sons — Lawful heirs — the Children of my said Sons & daughters — but not to any other person or persons whatever — My desire being to Continue the Estate in fee absolute, in said Lands, as far as practicable, in the Male line & members of my descendants — And at the same time make all of the Males and females — Brothers & Sisters — Equal —— But in Case

my said Son Hosea D. or my said Daughter Asenath one or both shall sell (they being Trustees as aforesaid) I Order and direct that the Purchase Money & avails of such Sale or Sales be received & securely invested, or interest, by my Executors, for the use, and benefit of their aforesaid respective Children — in Each Case, until the youngest shall arrive at the age of twenty one years — & then said Principal shall be equally in Each Case, divided between his or her aforesaid respective

as far as, [illegible]
decendants - And at the same time make all of the males and females - brothers & sisters - Equal — But in Case

my said Son Henry D. or my said Daughter Asenath one or both shall sell (they being Trustees as aforesaid) I Order and direct that the purchase money & avails of such sale or sales be received & securely invested, on interest, by my Executors for the use, and benefit of their aforesaid respective Children - in Each Case, until the youngest shall arrive at the age of twenty one years - when said principal shall be Equally in each Case, divided between his or her aforesaid designated Children - And I further authorize and Empower any one or more of my said Children having life Estates as aforesaid who may die without, lawful issue, to give and devise by Last Will & Testament the remainder & Estate in fee absolute of his or her aforesaid share and portion of said Lands, or Lands in which he or she has such life Estate - to any one or more of my said Children, or ~~said~~ of my several Grand Children - lawful hins, the sons & daughters of my several Children —

Seventh And Whereas I have heretofore advanced to my Son Charles, the sum of Five Hundred Dollars - And to my Daughter Asenath & her late husband Aaron Wing deceased the sum of Five Hundred Dollars - And to my Son Henry D. the sum of Five Hundred Dollars - for which I have the notes of said two sons, and that of said Wing - I hereby give & bequeath the same to them & order said several notes Cancelled & destroyed - And I give and devise unto my said Daughter Eliza, her hins & assigns in fee absolute, my Village Lot in the village of Fayetteville, being a part of Lot No 65 Manlius - lying north of the Turnpike & between the Lands of George F Hurd on the East, and Lands of L. P. Noble on the West - Containing about one half of an acre more or less - & which I estimate to be of the value of Five Hundred Dollars - And I give & bequeath unto my said Son Paul M. the aforesaid Five Hundred Dollars, Ordered to be paid to him by my said Son Luther M. - all in addition to said former devises to Each — And I Consider that said Jerome B. and Luther M. will

receive Equivalents for five hundred dollars Each, in their several aforesaid more valuable devises of Land—

Eighth I give, devise, & bequeath, unto my Several Children to be Equally divided between them - any and all other real Estate of which I may die seized, and all my other personal property including, all notes, Book accounts - evidences of debt & Choses in action whatever — Or my Executors may sell said Land (if any I should have) & other property, & divide the avails thereof among my said several Children — But these and all of the aforesaid devises & bequests are made subject to furnishing wood for my said wife as aforesaid, Equal parts by Each of my Children — and the delivery to her at our present residence, of one fourth part of all of the fruit - hay - grain - & other annual produce of Each & every part and parcel of said home Farm; and in Each case, but in full discharge of any & every claim, debt due & demand, the aforesaid devise & Legates may have against me, or my Estate — And subject also to the following provisions & bequests respecting my Niece Sunviles Palmer —

Ninth I hereby Order and Direct that in case my said Niece Sunviles Palmer, shall from Sickness or any other Cause, become incapable of suitably providing for & supporting herself, that She be properly provided for and supported by my Executors; and that the Expence of such provision & support shall be a Charge upon my said home Farm, and be Contributed in Equal parts by the devisees of Each of the aforesaid seven main divisions thereof — and that in like manner there be paid unto her such sum as my present wife Asenath may order given to her in her life time, or by any Last Will & Testament She may make & leave —

Tenth I hereby name and appoint my said wife Asenath and my two sons Jerome B. & Luther M. Palmer Executrix & Executors of this my Last Will and Testament — And hereby Expressly renounce & revoke any & every other & former Will & Testament heretofore made by me —

In Testimony whereof I have hereunto set my hand & seal this fourteenth day of January in the year of our Lord one thousand eight hundred, and fifty Three —

Charles Palmer

Fourth I hereby name and appoint my said wife Asenath and my two sons Jerome B. & Luther M. Palmer Executrix & Executors of this my Last Will and Testament and hereby & hereby annul and revoke any & every other & former Will & Testament heretofore made by me

In Testimony whereof I have hereunto set my hand & seal this fourteenth day of January in the year of our Lord one thousand eight hundred and Fifty Three

Charles Palmer

Signed Sealed Published and declared by the Testator to be his Last Will & Testament in presence of us who at his request and in his presence and in presence of each other have hereunto subscribed our Names as Witnesses

N. N. Chapman of Manlius Onondaga County N.Y.

J. Henry Smith of De Witt Onondaga County N. Y.

I Charles Palmer of Manlius Onondaga County N.Y. Hereby make publish & declare this a Codicil to my Last Will & Testament, to wit;

I Hereby Order & Direct that my Executors in my said Last Will & Testament named & appointed ~~to~~ Sell & convey as soon as may be, & on the best terms they can, all that part of my home farm which lies north of the Enlarged Erie Canal, being part of Lot Number Sixty Four in Manlius aforesaid - And I further Order & Direct my said Executors to sell & dispose of, to the best advantage they can, my present Land Warrant obtained for Military Services, & any & every other like Warrant which I may receive, or be entitled to receive, and to Sell & convey any & all Lands that may be located under any such Warrant or Warrants; & that they divide the avails of all such Sales Equally between my five sons, Charles, Henry D, Paul M. Jerome B. & Luther M,

I further Order & Direct my said Executors to sell and dispose of all of my Cherry, Curly-Maple, White-wood & other merchantable Lumber & Staves & heading & to pay the avails thereof to my Wife Asenath, to use & dispose of as she may please

I hereby give and bequeath unto my said Son Henry D. my Sulky Wagon, or two wheeled open narrow seated carriage

I hereby give & bequeath unto my said Wife Asenath all the money, & notes, & evidences of Debt for payment of money, which I may have & leave on hand, in Banks, or otherwise, to have, hold, use enjoy & dispose of in her life time as she may please; but in case any of said money shall remain

Properly fitted for the stone, & ready for use - Also One Horse -

unexpended & not disposed of by her during her life time, then I Order such remainder to be at her death, equally divided by my said Executors between my aforesaid five sons

Witness my hand & seal
this 28 day of June } Charles Palmer
A.D. 1854

Published & declared by the Testator to be a Codicil to his last Will & Testament in presence of us who at his request & in his presence & in presence of each other have hereunto subscribed our names as Witnesses
N.R. Chapman. Fayetteville Onondaga Co N.Y.
Cursila Palmer Manlius " " "

9500-07-00080

5. Dwight C. Strong and Emeline M., his wife, of Manlius, Onondaga County, New York

-to-

Jerome B. Palmer of the same place

CONVEYS: Premises and more.

Warranty Deed
Dated: October 3, 1848
Ack.: June 29, 1849
Cons.: $1.00
Trans. Tax: ------
Rec.: April 11, 1850
Book 100 Page 145

6. Charles Palmer, Asenalti Rotnour, Henry D. Palmer by Asa Cady Palmer, his Special Attorney, Orrin S. Gillett, Eliza P. Gillett, Paul M. Palmer, Jerome B. Palmer, Luther M. Palmer and Sarah A. Palmer, the next of kin and legatees of Charles Palmer, late of Manlius, in the County of Onondaga and State of New York, deceased

-to-

Jerome B. Palmer, Luther M. Palmer, Eliza P. Gillett, wife of Orrin S. Gillett, Henry D. Palmer, Asenalti Rotour, wife of Daniel Rotour, Charles Palmer and Paul M. Palmer

CONVEYS: Premises and more.

Deed
Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: ------
Trans. Tax: ------
Rec.: February 5, 1856
Book 123 Page 305

9500-07-00080

7. Charles Palmer and Susan F., his wife, of Michigan City in the State of Indiana

-to-

Jerome B. Palmer of Manlius, in the County of Onondaga and State of New York

CONVEYS: Premises and more.

Quit Claim Deed
Dated: November 19, 1855
Ack.: December 20, 1855
Cons.: $1,000.00
Trans. Tax: ------
Rec.: February 5, 1856
Book 123 Page 308

8. Paul M. Palmer and Adelia, his wife, of Michigan City in the State of Indiana

-to-

Jerome B. Palmer of Manlius, in the County of Onondaga and State of New York

CONVEYS: Premises and more.

Quit Claim Deed
Dated: November 19, 1855
Ack.: December 20, 1855
Cons.: $2,000.00
Trans. Tax: ------
Rec.: February 5, 1856
Book 123 Page 310

9. Luther M. Palmer and Sarale A., his wife, of the City of Albany, in the State of New York

-to-

Jerome B. Palmer of the Town of Manlius in the County of Onondaga and State aforesaid.

CONVEYS: Premises and more.

Quit Claim Deed
Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: $1,000.00
Trans. Tax: ------
Rec.: February 5, 1856
Book 123 Page 311

9500-07-00080

10. Orrin S. Gillett and Eliza P., his wife of Manlius in County of Onondaga and State of New York,

-to-

Jerome B. Palmer of the same place

Quit Claim Deed
Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: $500.00
Trans. Tax: ------
Rec.: February 5, 1856
Book 123 Page 312

CONVEYS: Premises and more.

11. In the Matter

of

Jerome B. Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: January 26, 1881
Probated: July 5, 1881
File No.: ------

See will following.

Petition for Probate filed July 5, 1881 recites death of decedent on June 22, 1881, leaving him surviving the following named persons, his only heirs at law and next of kin:

Will probated and Letters Testamentary issued to Elizabeth A. Palmer on July 5, 1881.

	NAME	RELATIONSHIP
1.	Elizabeth A. Palmer	spouse
2.	Sara A. Palmer	daughter
3.	Mary Elizabeth Palmer	daughter
4.	Ella E. Palmer	daughter
5.	Zada E. Palmer	daughter
6.	Kate A. Palmer	daughter
7.	Luther J. Palmer	son
8.	Charles T. Palmer	son
9.	George H. Palmer	son

I, Jerome B. Palmer, Farmer, of Manlius Onondaga County, New York, being advanced in years, and infirm in body, but of Sound and disposing mind, Memory, and understanding, make publish and declare this my last Will and Testament, in words, Manner and form, following, to wit;—

First, I hereby Order and direct that my Executors hereinafter Named and Appointed pay my funeral Charges and Expenses, and all of my just debts out of any funds or means that may first Come into their hands after my death;—

Second I hereby give, devise, and bequeath unto my beloved Wife, Elizabeth A. Palmer the use, occupation, and Control of all of my real Estate during the entire period of her natural life; and give her absolutely all of my personal property - included all Choses in Action - to have hold use, and dispose of as she pleases - Conditioned that of what shall remain of said personal property on her death, my son Luther J. Palmer shall have the Carpenter & joiner, or shop tools, and my several daughters the balance thereof, share & share alike;—

Third, Subject to the aforesaid Life Estate of my said Wife therein, I give and devise to my said Son Luther J. Palmer, his heirs and assigns in fee, so much of my Home Farm, or Original Lot Number Sixty four in

(Meadows, as lies South of a line starting at a point in the East line of said Lot about twenty rods north of my South East Corner, being in range of the Center of the South line of the Garden and Orchard Fence - Extending back in the line of those fences to a point just two rods west of the west row of Apple trees in said Orchard; and running thence North to the Center line of the South Lane Fence; thence west along said latter line to my west line; thence South in my west line, and East in my South to the East line of said Original Lot; and thence North in said East line to the place of beginning; Containing (by Estimate) About forty six acres of land - be the same more or less; -

This is more in value than I can give either of my other Children, but is not given out of favoritism, but in consideration of his staying & working at home, in anticipation of being suitably rewarded therefor; and to be accepted by him in full payment for all such labor and services; -

And I give and devise to my other two sons Charles T. Palmer and George Hibbard Palmer their heirs and assigns in fee (subject to the aforesaid life estate of my said Wife) All of my said Farm which lies north of a line drawn parallel with the Center of the aforesaid South line of said Lane fence, and just fifty eight rods north thereof, bounded on the South by said parallel line; On the West & North, by my west and north lines; and on the East by the Center of the road Con-

taining (by Estimate, about thirty five acres of land,

taining (by Estimate) about thirty five acres of land, be the same more or less;—

And I Give and devise unto my five daughters Sarah A. McLibbie, Ellen E, Jane E, and Kate H, their heirs and Assigns in fee (subject to the aforesaid life estate of my said Wife therein) All the rest, and middle part and portion of my said Farm bounded on the south in part by the Center line of Garden and Orchard south lines (fences) and in part by the Center of said south line fence; on the west in part by the aforesaid line two rods west of the west row of Apple Trees, and in part by my west line; on the North by said line parallel with the Center of said south line fence and just fifty Eight rods North thereof; and on the East by the East line of said Original lot containing (by Estimate) about Sixty acres of land, be the same more or less

Each Son and daughter shall receive and accept the forgoing in full for all services rendered during my life, and of all Charges against my Estate;—

Fourth. In Case either one of my said Sons shall die without leaving lawful issue before the death of their said mother, then his share and portion of my said estate shall go to his several surviving Brothers and Sisters, and their issue as the same would descend by law; and in Case either of my said daughters shall die without issue (before the death of their said Mother then her share and portion of my Estate shall go to her several surviving Sisters & their issue as the same would

Manlius, as lies South of a line starting at a point in the East line of said Lot about twenty rods

to each, descend by law, and if any of the aforesaid personal, given to my said wife shall remain on her death the same shall go to my said several daughters and their issue as aforesaid:—

Fifth I hereby name and appoint my said Wife Elizabeth A. Palmer, and my said son Luther J. Palmer executing and executor of this my last Will and Testament, and hereby renounce and revoke any and every other and former last Will & Testament made by me:—

In Testimony whereof I have hereunto set my hand and seal this 26th day of January in the year of our Lord one thousand eight hundred & eighty one

Jerome B Palmer

Signed, sealed, published and declared by the testator to be his last Will and Testament, in the presence of us, who at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as Witnesses —

T. B. Robinson Fayetteville New York
B. R. Palmer " " "

Will & Testament of Jerome B. Palmer of Manlius N.Y.

COUNTY OF ONONDAGA, } ss.

Surrogate's Office,

I, GEORGE R. COOK, Surrogate of the County of Onondaga, New York, do hereby certify that the annexed instrument, (being the last will and testament), of Jerome B. Palmer, late of the Town of Manlius ... has on this 26th day of July, 1881, upon due

9500-07-00080

12. Charles S. Palmer, Emma ___ Palmer, his wife, of Fairboult _____ Co. Minn. and George L. Palmer of Brookston Polk Co., Minn.

-to-

Sara A. Palmer and Ella E. Palmer of Fayetteville, Onondaga Co., New York

Quit Claim Deed
Dated: May 29, 1889
Ack.: May 29, 1889
Cons.: $100.00
Trans. Tax: ------
Rec.: November 12, 1901
Book 345 Page 204

CONVEYS: Premises and more.

13. In the Matter

of

Ella M. Barber,
deceased

Petition for Administration
Surrogate's Court
Onondaga County
File No.: ------

Petition for Administration filed July 29, 1904 recites death of decedent on June 3, 1904 leaving her surviving, the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Eli M. Barber	spouse
2.	Charles T. Palmer	brother
3.	Luther J. Palmer	brother
4.	Sarah A. Palmer	sister
5.	Elizabeth P. Erkenbeck	sister
6.	Zada E. Palmer	sister
7.	Kate A. Palmer	sister
8.	Luther Palmer	nephew
9.	Zada Palmer	niece

Letters of Administration issued to Eli M. Barber on July 29, 1904.

9500-07-00080

14. Luther J. Palmer and Etta Palmer, his wife, of the City of Syracuse, Onondaga County, New York, Charles T. Palmer and Emma Wood Palmer, his wife, of the City of St. Paul, Minnesota and Luther J. Palmer, of Crookston, Minnesota and Emma M. Palmer, his wife, of the same place

-to-

Sara A. Palmer, Zada E. Palmer, Kate A. Palmer and Mary E. Erkenbeck, severally of the Town of Manlius, Onondaga County, New York

CONVEYS: Premises and more.

Quit Claim Deed
Dated: June 4, 1907
Ack.: June 29, 1907
Cons.: $1.00
Trans. Tax: $1.00
Rec.: July 11, 1907
Book 377 Page 176

15. Zada W. Palmer of the City of Los Angeles, County of Los Angeles, and State of California, an infant under the age of twenty-one years, by A. Cady Palmer, Special Guardian

-to-

Sara A. Palmer, Zada E. Palmer, Kate A. Palmer and Mary E. Erkenbeck, severally of the Town of Manlius, County of Onondaga and State of New York

CONVEYS: Premises and more.

Guardian's Deed
Dated: July 11, 1907
Ack.: July 11, 1907
Cons.: $1.00
Trans. Tax: ------
Rec.: July 25, 1907
Book 377 Page 202

9500-07-00080

16. Sara A. Palmer of the Town of Manlius, Onondaga County,

-to-

Zada E. Palmer, Kate A. Palmer and Mary E. Erkenbeck, severally of the same place

CONVEYS: Premises and more.

Quit Claim Deed
Dated: July 9, 1908
Ack.: July 9, 1908
Cons.: $1.00
Trans. Tax: ------
Rec.: August 17, 1908
Book 388 Page 94

17. Sara A. Palmer, Zada E. Palmer Kate A. Palmer, severally of the Town of Manlius, County of Onondaga and State of New York

-to-

Mary E. Erkenbeck of the same place

CONVEYS: Premises and more.

Quit Claim Deed
Dated: March 21, 1919
Ack.: March 21, 1919
Cons.: $1.00
Trans. Tax: $12.00
Rec.: May 14, 1919
Book 475 Page 262

18. In the Matters

of

Eli Barber,
deceased

Petition for Administration
Surrogate's Court
Onondaga County
File No.: ------

Petition for Administration filed December 20, 1921 recites death of decedent on November 6, 1921 leaving him surviving the following named persons, his only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Mason W. Barber	brother
2.	Mary D. Woodworth	sister
3.	Amelia Maginnis	sister

Letters of Administration issued to Frank A. Barton on December 16, 1921.

9500-07-00080

19. In the Matter

of

Elizabeth P. Erkenbeck,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: September 28, 1929
Probated: October 3, 1970
File No.: ------

See will following.

Petition for Probate filed October 3, 1970 recites death of decedent on August 12, 1930 leaving her surviving the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Frederick P. Erkenbeck	son

Will probated and Letters Testamentary issued to James K. Kennedy on October 3, 1970.

LAST WILL AND TESTAMENT

I, Elizabeth P. Erkenbeck, of the Village of Fayetteville, in the County of Onondaga and State of New York, being of sound mind and memory, do make, publish and declare this my last Will and Testament, in manner following, that is to say:

FIRST: I direct that all my just debts and funeral expenses be paid.

SECOND: I give and bequeath to my son, Frederick P. Erkenbeck, the sum of One Dollar ($1.00). I have already given my said son large sums of money and he is at present indebted to me in a sum of upwards of $8000.00 for rent of my farm and I still have obligations in a large amount to meet which were incurred by me for the benefit of my said son and I feel that he has already received from me all that he is entitled to expect from me of my estate.

THIRD: I give and bequeath to my brother, Charles T. Palmer of St. Paul, Minnesota, the sum of Five Hundred Dollars ($500). Should he die before the date of my death, I give and bequeath said $500.00 to his daughter, Rilla Palmer.

FOURTH: I give and bequeath to my niece, Rilla Palmer, one-half dozen solid silver knives and forks marked "P" and also the sum of Five Hundred Dollars ($500). Should said Rilla Palmer die before the date of my death, I give and bequeath said sum of $500.00 and said knives and forks mentioned in this paragraph of my Will to Charles T. Palmer, her father.

FIFTH: I give and bequeath to Kate Erkenbeck White the sum of Two Thousand Dollars ($2000). Should she die before the date of my death, I give and bequeath said $2000.00 to her husband, Bert White.

SIXTH: I give and bequeath to my nephew, Everett Palmer, the sum of Five Thousand Dollars ($5000.00) and also my Frigidaire ice-box. Should my said nephew die before the date of my death, I give and bequeath said $5000.00 and said Frigidaire

ice-box to Bertha E. Palmer, wife of my said nephew. Should my said nephew and his said wife both die before the date of my death, I give and bequeath said $5000.00 and said Frigidaire ice-box to Everett L. Palmer, Jr., and Catherine J. Palmer, children of my said nephew, they to share and share alike therein.

SEVENTH: I give and bequeath to the Woman's American Baptist Home Mission Society the sum of One Hundred Dollars ($100.00).

EIGHTH: I give and bequeath to the Woman's Baptist Foreign Mission Society the sum of One Hundred Dollars ($100.00).

NINTH: I give and bequeath to that branch of the Onondaga County Orphans Home known as "Butterfly Cottage" of Fayetteville, N. Y., the sum of Three Hundred Dollars ($300.00).

TENTH: I give and bequeath to Miss Jennie Jones of Fayetteville, N. Y., the sum of One Hundred Dollars ($100.00).

ELEVENTH: I give and bequeath my over-stuffed davenport and two over-stuffed chairs to match said davenport, also the sum of One Thousand Dollars ($1000.00) to Mrs. Bertha E. Palmer, wife of my nephew, Everett Palmer.

TWELFTH: I give and bequeath to Everett L. Palmer, Jr., my grand-nephew, the sum of One Thousand Dollars ($1000) also one Cogswell chair; also all my desert spoons marked "P" being about one-half dozen in number.

THIRTEENTH: I give and bequeath to my grand-niece, Catherine J. Palmer, the sum of One Thousand Dollars ($1000); also my birdseye maple bed-room set located in the bedroom down stairs; also twelve solid silver tea spoons marked "P".

FOURTEENTH: I give and bequeath to the Rev. H. C. Poland and Leila Poland, his wife, jointly, the sum of One Thousand Dollars ($1000.00). In the event of the death of either, the survivor to take said $1000.00.

FIFTEENTH: I give and bequeath to Mrs. Clara Raby of Sherburne, N. Y., the sum of Fifty Dollars ($50.00).

SIXTEENTH: I give and bequeath to my cousin, Hattie Palmer, of Hobart, Indianna, my gold watch and chain.

SEVENTEENTH: I give and bequeath to my niece, Sadie A. Claxton of Syracuse, N. Y., the sum of One Thousand Dollars ($1000.00).

EIGHTEENTH: I give and bequeath my mahogany bureau located in the dining room, also my chamber set complete, located in my front bed room, also the sum of One Thousand Dollars ($1000.00) to my grand-son, Donald Erkenbeck.

NINTEENTH: I give and bequeath my chamber set complete located upstairs in the southwest corner bed room of my residence, also one walnut chiffonier now located in my brick house on my farm, also the sum of One Thousand Dollars ($1000.00) to my grand-son, Palmer Erkenbeck.

TWENTIETH: I give and bequeath one small mahogany stand which now in fact belongs to my sister, Kate A. Palmer, but which is in my possession, to my said sister, Kate A. Palmer.

TWENTY-FIRST: I give and bequeath to my sisters, Kate A. Palmer and Zada E. Palmer, all my silver spoons, marked "Ella" and "Libbie"; also my electric stove.

TWENTY-SECOND: All the rest, residue and remainder of my furniture and household goods, I give and bequeath to my grand-sons Donald Erkenbeck and Palmer Erkenbeck, they to share and share alike therein.

TWENTY-THIRD: I give and bequeath to my cousin, Ada F. Nichols, the sum of Five Hundred Dollars ($500.00) and my fire-side rocking chair.

TWENTY-FOURTH: I give and bequeath to my cousin, John Nichols, the sum of Five Hundred Dollars ($500.00).

TWENTY-FIFTH: I give and bequeath to Mabel Nichols the sum of One Hundred Dollars ($100.00).

TWENTY-SIXTH: All the rest, residue and remainder of my personal property of every name and nature, not herein before disposed of, I give and bequeath to my sisters, Kate A. Palmer and Zada E. Palmer absolutely and forever. I have perfect confidence in the honesty, fairness and discretion of my said sisters and they are fully advised in relation to my wishes concerning this paragraph of my Will.

TWENTY-SEVENTH: I give, devise and bequeath my farm of about ninety five acres upon which my brick house stands, located in the Town of Manlius, on lot No. 64 of said Town and described in a deed from Sara A. Palmer, recorded in the Onondaga County Clerk's Office, in Book of Deeds No. 475 at page 263 to my sisters, Kate A. Palmer and Zada E. Palmer, absolutely and forever. My said sisters have from time to time advanced and given me large sums of money and I am now indebted to them in a large sum and this paragraph of my will is made to re-pay them for unpaid loans made to me and in recognition of their kindness and consideration covering a long period of years.

TWENTY-EIGHTH: My executor hereinafter named, shall not be required to furnish any bond or other security for the faithful performance of his official duties, as executor of this my last Will and Testament.

LASTLY, I hereby appoint James K. Kennedy, of Syracuse, N. Y., executor of this my last will and testament: hereby revoking all former wills by me made.

IN WITNESS WHEREOF I have hereunto subscribed my name the 28th day of September, in the year Nineteen Hundred and Twenty Nine.

Elizabeth P Erkenbeck L.S.

Surrogate's Court - Onondaga County

In the Matter of the Estate

of

Elizabeth P. Erkenbeck, deceased

State of New York
County of Onondaga } SS:

George Ebeling being duly sworn deposes and says that he resides in the Village of Fayetteville, Town of Manlius, Onondaga County, New York.

That deponent is an assessor for the Town of Manlius, and has been acting in that capacity for seven years last past; that deponent for many years has known of real property being bought and sold in said Town of Manlius and knows the value of real property located in said Town.

That deponent is familiar with the farm property located in said Town of Manlius on town lot No. 65 of said town, commonly known as the "Erkenbeck Farm".

That said farm is located on the westerly side of Burdick Street and consists of about 96 acres of land; that there is located on said farm a large brick house which prior to the death of Elizabeth P. Erkenbeck was in a bad state of repair; that there is also a large barn located on said farm and said barn was in a bad, dilapidated condition at the time of the death of said Elizabeth P. Erkenbeck.

That said farm has been and now is handicapped for farm purposes because of the fact that there is no well or water supply upon said farm and water for use of said farm is now obtained from the water system of the Village of Fayetteville.

That about forty acres of said farm is low swamp land; that the balance of said farm is good tillable farm land; that the swamp land is of relatively small value worth about $15.00 per acre.

That deponent has assessed said land during the past

9500-07-00080

20. In the Matter

of

Zada E. Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: October 3, 1944
Probated: February 25, 1948
File No.: ------

See will following.

Petition for Probate filed February 18, 1948 recites death of decedent on December 16, 1947, leaving her surviving the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Kate A. Palmer	sister
2.	Frederick P. Erkenbeck	nephew
3.	Charles H. Palmer	nephew
4.	Harry C. Palmer	nephew
5.	Hiram Wood Palmer	nephew
6.	Robert F. Palmer	nephew
7.	Ben W. Palmer	nephew
8.	Everett L. Palmer	grandnephew
9.	Catherine Langenmayr	grandniece
10.	Geraldine Claxton Solberg	grandniece
11.	Luther J. Palmer	nephew
12.	Zada Wing Palmer	niece

Will probated and Letters Testamentary issued to Bertha E. Palmer on February 25, 1948.

LAST WILL AND TESTAMENT

I, ZADA E. PALMER, of the Village of Fayetteville, County of Onondaga and State of New York, being of sound mind and memory, do hereby make, publish and declare this to be my Last Will and Testament in the manner following, to wit:

FIRST: I direct that all my just debts and funeral expenses be paid.

SECOND: I hereby give, devise and bequeath all of my property, both real and personal, of every name and nature and wherever situate, to my beloved sister, Kate A. Palmer, to be hers absolutely.

THIRD: In case my said sister, Kate A. Palmer, does not survive me, I hereby give, devise and bequeath all of my said property, both real and personal and wherever situate, as follows:

(1) I hereby give, devise and bequeath to Bertha E. Palmer, of Fayetteville, New York, widow of my nephew, W. Everett Palmer, now deceased, and both of whom have been of great assistance to my sister and myself, the real estate in the Town of Manlius, County of Onondaga and State of New York, consisting of three farms fronting on Burdick Street, north of Fayetteville, New York, one being located on the west side of Burdick Street, now consisting of approximately ninety-six (96) acres and known as the "Palmer Farm", the second being located on the east side of said Burdick Street, known as the "Pratt Farm", now consisting of approximately eighty-eight (88) acres, and the third being located on the east side of said Burdick Street, consisting of approximately six (6) acres, purchased from Arthur B. Merriam and wife in the year 1940, together with any and all property adjoining either or all of said farms which

I own or which may come into my possession, and together with all gravel washers, tractors, machinery, tools, animals, and equipment belonging to or used in or for the operation of either or all of said farms including the gravel pit or pits thereon, to be hers absolutely. In case said Bertha E. Palmer does not survive me, then I give, devise and bequeath all the property mentioned in this paragraph to Everett L. Palmer and Catherine Palmer, children of said W. Everett Palmer and Bertha E. Palmer, or their surviving distributees, share and share alike, as tenants in common. In case I dispose of any or all such real estate prior to my decease, then and in that event, a sum of money equal to the price or prices I may receive for such property disposed of shall be substituted for and given in lieu of such property disposed of, which sum shall be treated the same as if it were such property, viz., a specific devise of real estate, and such payment shall be a first charge against my estate, except for the payment of debts, expenses, taxes and other costs of administration.

(2) I hereby give, devise and bequeath to Bertha E. Palmer, widow of my nephew, W. Everett Palmer, the real estate situate on the south side of Elm Street, in the said Village of Fayetteville, New York, now known as 308 Elm Street, Fayetteville, New York, and formerly known as the "Erkenbeck Residence" to be hers absolutely. In case said Bertha E. Palmer does not survive me, then I hereby give, devise and bequeath said real estate mentioned in this paragraph to Catherine Palmer of Fayetteville, New York, daughter of said Bertha E. Palmer.

(3) I hereby give and bequeath certain articles of personal property, and my silver, as follows:

A. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, my birdseye maple

bedroom suite, also my small sofa and three easy chairs, which were formerly in the house on the "Palmer Farm".

B. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, six (6) knives marked "S.P.G." and six (6) forks marked "Palmer", and my mahogany bedroom suite.

C. To my nephew, Ben W. Palmer, of Minneapolis, Minn., my book, Montague's "Geneology".

D. To my nephew, Harry C. Palmer, of St. Paul, Minn., all portraits of Grandfather and Grandmother Hibbard.

E. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, my dining room furniture.

F. To my grandniece, Catherine Palmer, of Fayetteville, New York, my Ampico Baby Grand Piano.

(2) I hereby give and bequeath

A. To my nephew, Charles H. Palmer, of Tacoma, Washington, the sum of One Hundred Dollars ($100.00).

B. To my nephew, Harry C. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars ($100.00).

C. To my nephew, H. Wood Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars ($100.00).

D. To my nephew, Robert F. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars ($100.00).

E. To my nephew, Ben W. Palmer, of Minneapolis, Minn., the sum of One Hundred Dollars ($100.00).

F. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00).

G. To my cousin, Ada Nichols, of Fayetteville, New York, the sum of One Hundred Dollars ($100.00).

H. To my nephew, Luther J. Palmer, of Duluth, Minnesota, the sum of One Hundred Dollars ($100.00).

I. To my niece, Zada Wing Palmer, of Los Angeles, California, the sum of One Hundred Dollars ($100.00).

J. To my grandnephew, Palmer Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00), and to his wife, Katherine Taffner Erkenbeck, the sum of Two Hundred Dollars ($200.00).

K. To my grandnephew, Donald Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00) and to his wife, Ida Rant Erkenbeck, the sum of Two Hundred Dollars ($200.00).

L. To my nephew, Fred [illegible]kenbeck, of Fayetteville, New York, the sum of One Hundred Dollars ([illegible].00).

M. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, the sum of One Thousand Dollars ($1,000.00).

N. To my grandniece, Catherine Palmer, of Fayetteville, New York, the sum of One Thousand Dollars ($1,000.00).

O. To my cousin, John Nichols, of Fayetteville, New York, the sum of One Hundred Dollars ($100.00).

P. To Mabel Nichols, wife of my cousin, John Nichols, of Fayetteville, New York, the sum of One Hundred Dollars ($100.00).

In case any of the above mentioned legatees mentioned in above paragraphs "A" to "P", inclusive, of subdivision "4", predecease me, and leave children living at the time of my death, then, and in that event, such legatees' share shall be distributed among such one's children, living at the time of my decease, share and share alike.

Also, I give and bequeath:

Q. To each of my friends, Rev. and Mrs. H. Clay Poland, of ~~Sturmen~~ Kent, New York, the sum of One Hundred Dollars ($100.00).

R. To the Fayetteville Free Library, of Fayetteville, New York, or its successor, the sum of Two Hundred Dollars ($200.00).

(5) In case death occurs to my said sister, Kate A. Palmer, and to myself at approximately the same time, and my said sister does not survive me, and I do not or my estate does not receive the estate of my said sister, then, and in that event, I give, devise and bequeath all my right, title and interest in and to the property mentioned and described in subdivisions "1", "2" and "3" of paragraph "THIRD" to the respective persons therein mentioned, and I give and bequeath the amounts mentioned in subdivision "4" of paragraph "THIRD" to the the respective persons therein mentioned.

(6) I direct that all estate and/or inheritance taxes be paid from my gross estate and not charged against or deducted from any of the individual devises or bequests.

(7) If my residuary estate is not sufficient to pay all debts which include mortgages, if any, expenses, taxes and other costs of administration, chargeable against my estate, then I direct that the balance necessary to pay such amounts be prorated in proportion to the amounts of the bequests which would have been payable under subdivision "4" of paragraph "THIRD" and deducted pro rata from such bequests.

(8) I direct that no interest shall be due or payable on any of the legacies herein made.

(9) I hereby direct that in case any legatee shall contest this my last Will and Testament, then, and in that

event, the legacy herein mentioned to be paid to such person is and shall be revoked and cancelled.

(10) I give, devise, and bequeath all the rest, residue and remainder of my estate to Bertha E. Palmer, widow of my said nephew, W. Everett Palmer; if said Bertha E. Palmer does not survive me, then the whole of the rest, residue and remainder she would have received, if living, shall be divided equally among her children, Everett L. Palmer and Catherine Palmer, or their surviving distributees, living at such time, share and share alike, as tenants in common.

FOURTH: I hereby designate and appoint Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, executrix of this my last Will and Testament, to serve without giving bond, and with full power to mortgage, lease, sell, transfer and/or exchange any real estate, securities or other property that I may die possessed of, or that may come into her hands as such executrix, including the power to exercise any rights received on securities, and in her judgment and discretion, to make any investments that she may deem for the best interest of my estate or necessary or expedient to conserve any of the assets of my estate, and to execute any papers that may be necessary in order to carry out any of the powers herein conferred. And I direct that my said executrix shall use her best judgment as to the time and manner and the amounts to be received for the disposal of any such property, and as to the time for the payment of the bequests hereinbefore made, and that she shall not be liable to my estate or to any of my said legatees or other persons, for or on account of any of her acts as such executrix performed in accordance herewith. In case said Bertha E. Palmer does not survive me, or is unable to serve as such executrix, or renounces her right to serve as such executrix,

then I hereby designate and appoint her son, Everett L. Palmer, executor of this my last Will and Testament, to serve without giving bond and with all the rights, powers and privileges that said Bertha E. Palmer would have had if she had served as such executrix. In the event that Everett L. Palmer does not survive me, or his mother, Bertha E. Palmer, or is unable to serve as such executor or renounces his right to serve as such executor, then I hereby designate and appoint George B. Peluso, of Syracuse, New York, executor of this my last Will and Testament, to serve in the same manner and under the same rights and restrictions.

FIFTH: I hereby revoke all former Wills by me made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of October, Nineteen Hundred and Forty-four.

Zada E. Palmer (L.S.)

We, whose names are hereto subscribed, DO CERTIFY that on the 31st day of October, 1944, ZADA E. PALMER, the testatrix above named, subscribed her name to this instrument consisting of seven (7) pages, in our presence and in the presence of each of us, and at the same time, in our presence and hearing, declared the same to be her last Will and Testament, and requested us and each of us, to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the testatrix and of each other, on the day of the date of the said Will, and write opposite our names our respective places of residence.

Robert McGurk residing at 401 Salt Springs St. Syracuse N.Y.

George B. Peluso residing at 104 Pelham Road DeWitt, New York

SCHEDULE "A".

REAL ESTATE

	Description	Amount	Value as appraised in this proceeding
1.	An Undivided One-half (½) Interest in A farm, and improvements, of about 95 acres, being part of Lot 64, Town of Manlius, Onondaga County, New York, as described in a deed from Luther J. Palmer and others to this Decedent and others, dated June 4, 1907 and recorded in Onondaga County Clerk's Office July 11, 1907 in Book of Deeds No. 377 at Pages 176, etc., and as further described in a subsequent deed from Sara A. Palmer and others to Mary E. Erkenbeck dated March 21, 1919 and recorded in Onondaga County Clerk's Office May 14, 1919 in Book of Deeds No. 475 at pages 262, etc., and devised by Elizabeth P. Erkenbeck under her Last Will probated in Onondaga County Surrogate's Court October 3, 1930, to this Decedent and her sister Kate A. Palmer; said decedent, Elizabeth P. Erkenbeck, and said grantee, Mary E. Erkenbeck, being one and the same persons. FULL VALUE, $16,500.00. 1/2 Interest	$8,250.00	
2.	An Undivided One-half (½) Interest in A farm and improvements, of about 88 acres, being part of Lot 65, Town of Manlius, Onondaga County, New York, as described in a deed to this Decedent and her sister, Kate A. Palmer, dated October 26, 1929 and recorded in Onondaga County Clerk's Office November 11, 1929 in Book of Deeds No. 607 at pages 440, etc. FULL VALUE, $12,500.00. 1/2 Interest	12500.00 ~~$6,250.00~~	
	Total	~~$14,500.00~~ $20750.00	

Bertha E. Palmer
Bertha E. Palmer, Executrix

SCHEDULE "E".

JOINTLY OWNED PROPERTY

Description Real Estate	Amount	Values as appraised in this proceeding
1. One Family House and Lot known as 308 Elm Street, Fayetteville, New York, being part of Block 37 in Farm Lot 65, Town of Manlius, County of Onondaga, State of New York, as described in a deed from Elizabeth P. Erkenbeck to Kate A. Palmer and this decedent, as joint tenants, the survivor to take the whole, dated September 28, 1929 and recorded in Onondaga County Clerk's Office September 30, 1929 in Book of Deeds No. 607 at pages 391, etc. The consideration for the purchase of these premises was furnished and paid one-half by Kate A. Palmer, the survivor and sole legatee and devisee of this estate, and one-half by this decedent (see affidavit of Kate A. Palmer duly verified the 24th day of May, 1948 hereto annexed and made a part hereof). FULL VALUE, $10,000.00. 1/2 Interest		~~$5,000.00~~ 1,000.00
2. Piece of Farm Land, no improvements, of about 5.99 acres, being part of Lot 65, Town of Manlius, County of Onondaga, State of New York, as described in a deed from Arthur B. Merriman and wife to Kate A. Palmer and this decedent, as joint tenants with the right of survivorship, dated June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book of Deeds No. 932 at pages 124, etc. The consideration for the purchase of these premises was furnished and paid one-half by Kate A. Palmer, the survivor, and sole legatee and devisee of this estate, and one-half by this decedent (see affidavit of Kate A. Palmer duly verified the 24th day of May, 1948 hereto annexed and made a part hereof). FULL VALUE, $1,000.00. 1/2 Interest	$500.00	
Total		~~$5,500.00~~ $1,500.00

Bertha E. Palmer.
Bertha E. Palmer, Executrix

SURROGATE'S COURT : COUNTY OF ONONDAGA

In the Matter of the Appraisal :

of :

THE ESTATE OF ZADA E. PALMER :

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.
CITY OF SYRACUSE)

JOHN E. MALONEY, residing in the City of Syracuse, New York, being duly sworn, deposes and says:

That he is a duly licensed real estate broker in and for the State of New York, and has been duly licensed as a broker for the past [illegible] years, and previous thereto deponent was a duly licensed real estate salesman for a period of upwards of twenty-five years; Deponent is familiar and well acquainted with real estate values in and about the City of Syracuse and the County of Onondaga and State of New York, and has seen and observed real estate bought and sold therein over said period of years.

That deponent has made a personal inspection and investigation of the real property hereinafter described in which the above estate if interested, as follows:

PARCEL NO. I. A farm on the west side of Burdick Road consisting of approximately Ninety-five (95) acres of land, and being part of Lot No. 64 in the Town of Manlius, County of Onondaga, and State of New York, and being the same premises conveyed to Mary E. Erkenbeck by deed dated March 21, 1919 and recorded in the Onondaga County Clerk's office May 14, 1919 in Book of Deeds No. 475 at page 222, etc., and subsequently devised by the Last Will and Testament of said Mary E. Erkenbeck (also known as Elizabeth P. Erkenbeck) to Kate A. Palmer and Zada E. Palmer, the above named decedent, which Last Will and Testament was duly recorded in the

Onondaga County Clerk's Office on the 15th day of October, 1930 in Book No. 25 of Wills at pages 469, etc. Said farm contains a brick dwelling house, two car garage and frame barn.

That the assessed value of said premises for the year 1947 was $11,000.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of $16,500.00.

PARCEL NO. II. A farm on the east side of Burdick Road consisting of approximately Eighty-eight (88) acres, being part of Lot 65 in the Town of Manlius, County of Onondaga, and State of New York, and more fully described in a deed from Fred F. Erkenbeck to Kate A. Palmer and Zada E. Palmer, this decedent. Which deed was dated October 26, 1929 and recorded in the Onondaga County Clerk's Office November 11, 1929 in Book of Deeds No. 607 at pages 440, etc. said premises containing two one-family cottages and a gravel washer.

That the assessed value of said premises for the year 1947 was $[illegible]. That after inspection and investigation of said premises, deponent hereby appraises the full value of said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of $[illegible].

PARCEL NO. III. A one family house and lot and two car garage, with joint driveway, said premises being known as 308 Elm Street, Fayetteville, New York, and being part of Lot 65, Town of Manlius, Block 37 of said Village of Fayetteville, County of Onondaga, and State of New York, and as more fully described in a deed from Elizabeth F. Erkenbeck to Kate A. Palmer and Zada E. Palmer, this decedent, dated September 28, 1929 and recorded September 30, 1929 in the Onondaga County Clerk's Office in Book of Deeds No. 607 at pages 391, etc.

That the assessed value of said premises for the year 1947 was $4,400.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of the said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of $10,000.00.

PARCEL NO. IV. A parcel of land of about 5.39 acres, more or less, being part of Lot No. 55 in the Town of Manlius, County of Onondaga, and State of New York, as more fully described in a deed from Arthur B. Merriman and wife to Kate A. Palmer and Zada E. Palmer, the above named decedent, dated and recorded the first day of June, 1940 in the Onondaga County Clerk's Office in Book No. 852 of Deeds at pages 124, etc., there being no buildings of any kind on this land, and being situate on the east side of Burdick Road in said town.

That the assessed value of said premises for the year 1947 was $600.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of the said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of $1,000.00.

John E Maloney
John E. Maloney

Subscribed and sworn to before
me this 21st day of May, 1948.

Irma D. Pew
Commissioner of Deeds

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

KATE A. PALMER, being duly sworn, deposes and says:

That she resides at 308 Elm Street, Fayetteville, New York.

That deponent is the sole devisee and legatee under the Last Will and Testament of Zada E. Palmer, who died a resident of the Village of Fayetteville on the 15th day of December, 1947.

That deponent and said decedent are the grantees as joint tenants, the survivor to take the whole, of the property constituting a one family house and lot known as 308 Elm Street, Fayetteville, New York, being part of Block 37 in Farm Lot 66, Town of Manlius, County of Onondaga, and State of New York, said deed being from Elizabeth P. Erkenbeck, dated September 28, 1929 and recorded in Onondaga County Clerk's Office September 30, 1929 in Book of Deeds No. 607 at pages 381, etc.

That the consideration for the purchase of said premises was furnished and paid by deponent and the said decedent in equal proportions, that is, deponent paid exactly one-half of the purchase price from her own separate funds, and the said decedent, Zada E. Palmer, also paid exactly one-half of the purchase price from her own separate funds. Deponent and the said decedent have always occupied said premises as their home since taking title to and possession of the same.

That deponent and said decedent also are the grantees as joint tenants with the right of survivorship of the parcel of land of about 5.90 acres, being part of Lot 65, Town of Manlius, County of Onondaga and State of New York, in a deed from Arthur B. Merriman and wife to deponent and said decedent, Zada E. Palmer, dated June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book of Deeds No. 952 at pages 124, etc.

That the consideration for the purchase of said premises was furnished and paid by deponent and the said decedent in equal proportions, that is, deponent paid exactly one-half of the purchase price from her own separate funds, and the said decedent, Zada E. Palmer, also paid exactly one-half of the purchase price from her own separate funds. Deponent and the said decedent have always had possession of said premises since taking title to the same.

Kate A. Palmer
Kate A. Palmer

Subscribed and sworn to before
me this 22 day of May, 1948.

George B Peluso

GEORGE B. PELUSO
Notary Public in the State of New York
Appointed in Onondaga County No. 1621
My Commission Expires March 30, 1949

9500-07-00080

21. Kate A. Palmer, residing at 308 Elm Street, Fayetteville, New York

-to-

Bertha E. Palmer of 210 South Burdick Street (or Road), Fayetteville, New York

CONVEYS: Premises and more.

Subject to life use of grantor.

Warranty Deed
Dated: July 19, 1948
Ack.: July 19, 1948
Cons.: $1.00
Trans. Tax: ------
Rec.: September 30, 1948
Book 1353 Page 125

22. Kate A. Palmer and Bertha E. Palmer, residing at 308 Elm Street, Fayetteville, New York

-to-

Everett L. Palmer of 300 West Genesee Street, Fayetteville, N.Y.

CONVEYS: Premises and more.

Quit Claim Deed
Dated: January 1, 1952
Ack.: January 18, 1952
Cons.: $1.00
Trans. Tax: $.00
Rec.: January 19, 1952
Book 1545 Page 427

23. Everett L. Palmer, residing at 300 West Genesee Street, Fayetteville, New York

-to-

Kate A. Palmer and Bertha E. Palmer residing at 308 Elm Street, Fayetteville, New York, as tenants in common

CONVEYS: Premises and more.

Quit Claim Deed
Dated: January 1, 1952
Ack.: January 19, 1952
Cons.: $1.00
Trans. Tax: ------
Rec.: January 21, 1952
Book 1545 Page 525

9500-07-00080

24. In the Matter

of

Kate A. Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: January 18, 1952
Probated: October 3, 1952
File No.: ------

See will following.

Petition for Probate filed October 3, 1952 recites death of decedent on June 14, 1952, leaving her surviving the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Everett L. Palmer	grandnephew
2.	Catherine Palmer Langenmayr	grandniece
3.	Geraldine C. Solberg	grandniece
4.	Zada Wing Palmer	niece
5.	Frederick (Fred) P. Erkenbeck	nephew
6.	Zada Palmer Yerkey	grandniece
7.	Henry H. Palmer	grandnephew
8.	Harry C. Palmer	nephew
9.	Hiram Wood Palmer	nephew
10.	Robert F. Palmer	nephew
11.	Ben W. Palmer	nephew
12.	Maurice Palmer	grandnephew
13.	Harry W. Palmer	grandnephew
14.	Robert D. Palmer	grandnephew
15	Margaret P. Pringle	grandniece
16.	Charles W. Palmer	grandnephew

Will probated and Letters Testamentary issued to Bertha E. Palmer on October 3, 1952.

LAST WILL AND TESTAMENT.

I, KATE A. PALMER, residing at 308 Elm Street, in the Village of Fayetteville, County of Onondaga, and State of New York, being of sound mind and memory, do hereby make, publish and declare this to be my Last Will and Testament in the manner following, to-wit:

FIRST. I direct that all my just debts and funeral expenses be paid.

SECOND. I hereby give, devise and bequeath to Everett W. Palmer and Catherine Palmer Langenmayr, children of my deceased nephew, W. Everett Palmer, of Fayetteville, New York, share and share alike, as tenants in common, to be theirs absolutely and forever, in fee simple, free of all liens and encumbrances, my undivided one-half (½) interest in and to the several parcels of my real property, all being located in the Town of Manlius, County of Onondaga, and State of New York, and briefly described as:

A. The Palmer Farm (also called the Brick House Farm), being part of Lot No. Sixty-four (64) in said Town, comprising Ninety-six (96) acres, more or less, and being the same premices described in a deed dated July 19, 1948 and recorded in Onondaga County Clerk's Office September 30, 1948 in Book of Deeds No. 1353 at pages 125, etc. and located on the west side of Burdick Road.

B. The farm known as the Pratt Farm on the east side of Burdick Road, being part of Lot No. Sixty-five (65) in said Town, containing 88 acres, more or less, and described in a deed to my sister, Zada E. Palmer, and myself, dated October 26, 1929 and recorded in Onondaga County Clerk's Office November 11, 1929 in Book of Deeds No. 607 at pages 440, etc.

C. The Merriman Property on the east side of Burdick Road, being part of Lot No. Sixty-five (65) in said Town, consisting of approximately Six (6) acres, and described in a deed to my sister, Zada E. Palmer, and myself from Arthur B. Merriman and wife dated

June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book 932 of Deeds at pages 124, etc.

D. The Lewis Property consisting of approximately one-half (½) acre of land, more or less, on the east side of Burdick Road adjoining the Pratt Farm, and being part of Lot No. Sixty-five (65) in said Town, and described in two deeds from Edward J. Lewis dated and recorded in Onondaga County Clerk's Office June 26, 1951 respectively in Book of Deeds No. 1512 at pages 287, etc. and Book 1512 at pages 281, etc.

E. The Dry Dock Property (so-called) consisting of approximately One and one-half (1½) acres of land, more or less, on the east side of Burdick Road adjoining the Pratt Farm, and being part of Lot No. Sixty-five (65) in said Town, and described in a deed to myself dated November 3, 1948 and recorded in the Onondaga County Clerk's Office November 13, 1948 in Book of Deeds No. 1360 at pages 132, etc.

F. All other real property, wherever the same may be situate, and of whatever kind, nature or description, of which I may die seized or possessed.

Together with my undivided one-half (½) interest in and to any and all personal property, if any there be of any kind, nature or description, which is located on, used on, for or in the operation of or which may be part of any of my above described real property.

In the event that either Everett L. Palmer or Catherine Palmer Langenmayr aforesaid, predecease me or die at approximately the same time, then and in that event his or her surviving distributees shall take his or her share which he or she would have taken in the preceding paragraph, and I give, devise and bequeath the same to his or her surviving distributees.

THIRD. I hereby authorize, direct and empower my executors hereinafter named and their successors, to discharge and cancel, any

and all indebtedness, liens or encumbrances of any kind, nature or description, if any there be, and if any be found, which may exist of record or otherwise against any real estate conveyed by me during my lifetime to Bertha E. Palmer and Catherine Palmer Langenmayr. It is my intention that there be no outstanding indebtedness, liens or encumbrances of any kind against said real estate at the time of my death in favor of or in behalf of any one, and that the said real estate be held by Bertha E. Palmer and Catherine Palmer Langenmayr, or their distributees, legatees, devisees, successors and assigns, free and clear of any and all liens and encumbrances and indebtedness of any kind, nature or description, and that if any should be found, that such liens, encumbrances and indebtedness be paid out of my estate and be a first charge and lien against my estate and take precedence and priority over any of the specific money legacies herein provided in this, my Last Will and Testament.

FOURTH. I give and bequeath to my nephew, Ben W. Palmer, of Minneapolis, Minn., my book, Montague's "Geneology".

FIFTH. I give and bequeath to my nephew, Harry C. Palmer, of Upper Farm, Route 2, Oregon, Illinois, my oil portraits of Grandfather and Grandmother Hibberd.

SIXTH. I hereby give and bequeath:

A. To my nephew, Harry C. Palmer, of Upper Farm, Route 2, Oregon, Illinois, the sum of One Hundred Dollars ($100.00).

B. To my nephew, H. Wood Palmer, of St. Petersburg, Florida, the sum of One Hundred Dollars ($100.00).

C. To my nephew, Robert F. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars ($100.00).

D. To my nephew, Ben W. Palmer, of Minneapolis, Minnesota, the sum of One Hundred Dollars ($100.00).

E. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00).

F. To my cousin, Ada Nichols, of Fayetteville, New York, the sum of One Hundred Dollars ($100.00).

G. To Emma Palmer, widow of my nephew, Luther J. Palmer, of Duluth, Minnesota, the sum of One Hundred Dollars ($100.00).

H. To my niece, Zada Wing Palmer, of Los Angeles, California, the sum of One Hundred Dollars ($100.00).

I. To my grandnephew, Palmer Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00), and to his wife, Katherine Taffner Erkenbeck, the sum of Two Hundred Dollars ($200.00).

J. To my grandnephew, Donald Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00), and to his wife, Ida Rant Erkenbeck, the sum of Two Hundred Dollars ($200.00).

K. To my nephew, Fred Erkenbeck, of Fayetteville, New York, the sum of One Hundred Dollars ($100.00).

L. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00), and to his wife, Helen Palmer, the sum of Five Hundred Dollars ($500.00).

M. To my grandniece, Catherine Palmer Langenmayr, of Fayetteville, New York, the sum of Two Thousand Dollars ($2,000.00), and to her husband, J. William Langenmayr, the sum of Five Hundred Dollars ($500.00).

In case any of the above mentioned legatees mentioned in these subdivisions "A" to "M", inclusive, of this Paragraph SIXTH. predecease me, and leave children living at the time of my death, then, and in that event, such legatees' share shall be distributed among such one's children, living at the time of my decease, share and share alike.

SEVENTH. I hereby give and bequeath:

A. To my friend, Leila Poland, the widow of Rev. H. Clay Poland, of Kent, New York, the sum of One Hundred Dollars ($100.00).

B. To the Fayetteville Free Library, of Fayetteville, New York, or its successor, the sum of Two Hundred Dollars ($200.00).

C. To the United Church of Fayetteville, New York, the sum of One Thousand Dollars ($1,000.00).

EIGHTH. I direct that all estate, transfer, inheritance, and all other taxes of any kind be paid from my gross estate and not charged against or deducted from any of the individual devises or bequests.

NINTH. If my residuary estate is not sufficient to pay all debts, which include liens and mortgages, if any, expenses, taxes and other costs of administration, chargeable against my estate, then I direct that the balance necessary to pay such amounts be pro-rated in proportion to the amounts of the bequests which would have been payable under Paragraphs SIXTH and SEVENTH and deducted pro rata from such bequests.

TENTH. I direct that no interest shall be due or payable on any of the legacies herein made.

ELEVENTH. I hereby direct that in case any legatee shall contest this, my Last Will and Testament, then, and in that event, the legacy herein mentioned to be paid to such person is and shall be revoked and cancelled.

TWELFTH. I give, devise and bequeath all the rest, residue and remainder of my estate, real, personal and mixed, and of whatever kind, nature or description, and wheresoever the same may be situate, to Bertha E. Palmer, widow of my nephew, W. Everett Palmer, now deceased, and both of whom have been of great assistance to myself and to my sister, Zada, now deceased; if said Bertha E. Palmer does not survive me, then the whole of the rest, residue and remainder of my estate, real, personal and mixed, as aforesaid, which she would have received if living, I give, devise and bequeath to her children, Everett L. Palmer and Catherine Palmer Langenmayr, share and share alike, as tenants in common. In the event that either Everett L. Palmer or Catherine Palmer Langenmayr aforesaid, predecease me or die at approximately the same time, then and in that event his or her surviving distributees shall take his or her share.

THIRTEENTH. I hereby designate and appoint Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, Executrix of this my Last Will and Testament, to serve without giving bond, and with full power to mortgage, lease, sell, transfer and/or exchange any real estate, securities or other property that I may die possessed of, or that may come into her hands as such Executrix, including the power to exercise any rights received on securities, and in her judgment and discretion, to make any investments that she may deem for the best interest of my estate or necessary or expedient to conserve any of the assets of my estate, and to execute any papers that may be necessary in order to carry out any of the powers herein conferred. And I direct that my said Executrix shall use her best judgment as to the time and manner and the amounts to be received for the disposal of any such property, and as to the time for the payment of the bequests hereinbefore made, and that she shall not be liable to my estate or to any of my said legatees or other persons, for or on account of any of her acts as such Executrix performed in accordance herewith. In case said Bertha . Palmer does not survive me, or is unable to serve as such Executrix, or renounces her right to serve as such Executrix, then I hereby designate and appoint her son, Everett L. Palmer, Executor of this my Last Will and Testament, to serve without giving bond and with all the rights, powers and privileges that said Bertha E. Pwlmer would have had if she had served as such Executrix. In the event that Everett L. Palmer does not survive me, or his mother, Bertha E. Palmer, or is unable to serve as such Executor or renounces his right to serve as such Executor, then I hereby designate and appoint George B. Peluso, of Syracuse, New York, Executor of this my Last Will and Testament, to serve in the same manner and under the same rights and restrictions.

LASTLY. I hereby revoke all former Wills by me made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18TH day of JANUARY, Nineteen Hundred and Fifty-two.

Kate A. Palmer L. S.

9500-07-00080

25. J. William Langenmayr residing at 308 Elm Street, Fayetteville, New York

-to-

Catherine J. Langenmayr residing at 308 Elm Street, Fayetteville, New York

CONVEYS: Premises and more.

Quit Claim Deed
Dated: November 8, 1961
Ack.: November 8, 1961
Cons.: $1.00
Trans. Tax: ------
Rec.: November 8, 1961
Book 2068 Page 219

26. Bertha E. Palmer residing at 210 So. Burdick St., Fayetteville, N.Y., Catherine J. Langenmayr, residing at 308 Elm St., Fayetteville, N.Y. and Everett L. Palmer, residing at 2617 Circle Road, Lynchburg, Virginia

-to-

Speros Dellas, residing at 412 Kimber Road, Syracuse, New York, Ted Dellas, residing at 103 Janet Drive, Syracuse, New York, John Dellas, residing at 359 Buckingham Avenue, Syracuse, New York and Nick Dellas, residing at 4197 Gates Road, Jamesville, New York

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: July 1, 1966
Ack.: July 2, 1966
Cons.: $1.00
Trans. Tax: $192.50
Rec.: July 5, 1966
Book 2306 Page 575

9500-07-00080

27. Ted Dellas, Speros Dellas, John Dellas and Nick Dellas

-to-

Niagara Mohawk Power Corporation, a public service corporation of the State of New York, having its principal place of business at 300 Erie Boulevard West, Syracuse, Onondaga County, New York

Easement
Dated: November 17, 1970
Ack.: November 17, 1970
Rec.: March 2, 1971
Book 2446 Page 10

One dollar ($1.00) and other valuable consideration, in consideration of which the Grantor has granted and released and does hereby grant and release unto said Company, its successors and assigns, a right of way and easement to lay, construct, operate, maintain and remove or abandon a pipeline or lines with all appurtenant or supporting apparatus or structures and lateral service pipe lines deemed necessary for the transmission and distribution of gas or other fluids upon, along, over, under and beyond a strip of land being a part of Lot No. _____, Block No. _____ of the Village of Manlius, County of Onondaga and State of New York, located within the bounds of or adjacent to the West Seneca Street Road on the northerly side thereof.

The Company's gas pipe line will be installed as shown on Niagara Mohawk Power Corp. drawing #7817 dated October 20, 1970, a copy of which is attached hereto and made a part hereof. The Grantor covenants that without permission of the Grantee no building or other structure shall be erected or suffered by the Grantor upon its' land within five (5) feet of said line.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall enure to and be binding upon the successors, heirs and assign of the Grantor.

9500-07-00080

28. Speros Dellas, Ted Dellas, John Dellas and Nick Dellas of 802 So. Crouse Ave., Syracuse, New York

-to-

Onondaga County Water Authority, a public benefit corporation, created and existing under and by virtue of the laws of the State of New York, with an office for the transaction of business at Townline and Malden Road, Town of Dewitt, New York

Right of Way
Dated: August 20, 1973
Ack.: August 20, 1973
Rec.: September 17, 1973
Book 2512 Page 933

In consideration of the sum of One and 00/100 Dollars ($1.00) to the grantors paid, the receipt of which is hereby acknowledged the grantors hereby grant unto the grantee, its successors and assigns, a permanent right of way upon, along, over, through and under **ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Manlius, County of Onondaga and State of New York, being Part of Lot No. 64 of said Town and being more particularly described as follows: A right-of-way 20 feet in width, the easterly line of which is the westerly line of N. Burdick Street, said westerly line of N. Burdick Street being more specifically described as follows: Beginning at a point in the westerly line of N. Burdick Street at the intersection of said westerly line with the southerly line of lands conveyed to the Grantors, listed above, by a deed recorded in Book of Deeds 2306 at Page 575, etc., in the Onondaga County Clerk's Office on July 5, 1966, (said southerly line being also the northerly line of lands conveyed to Davis Wallbridge, Mayer Koplovitz, George B. Peluso and Georgia Peluso and recorded in Book of Deeds 2353 at Page 692 etc. in the Onondaga County Clerk's Office on September 25, 1967); running thence northerly along the original westerly line of N. Burdick Street about 975 feet to the southwesterly corner of lands appropriated by the Town of Manlius for widening N. Burdick Street according to ROW Map #1-1961 entitled "Map of Land Acquired for Highway Purposes by Town of Manlius from Everett Palmer"; thence northwesterly a distance of about 52.1 feet along the westerly line of said lands so appropriated to a point in a line of curve; thence northerly and westerly on a curve to the left with a radius of 920.18 feet a distance of 715.21 feet along the southwesterly line of said lands so appropriated to a point; thence northwesterly a distance of about 67.6 feet along the southwesterly line of said lands so appropriated to a point in the original southwesterly line of N. Burdick Street; thence northwesterly along the original southwesterly line of N. Burdick Street to the angle point where said southwesterly line of N. Burdick Street is opposite the intersection of the original centerline of N. Burdick Street, north of Cedar Bay Road, with the centerline of said Cedar Bay Road.

For the purpose of constructing, reconstructing, operating, repairing and maintaining one or more lines of pipe and appurtenances thereto for the transportation of water with free ingress and egress to construct, reconstruct, operate, repair and maintain and from time to time alter, repair or remove the same.

9500-07-00080

29. Speros Dellas, 412 Kimber Road, Syracuse, New York, Ted Dellas, 103 Janet Drive, Syracuse, New York, John Dellas, 359 Buckingham Avenue, Syracuse, New York and Nick Dellas, 4197 Gates Road, Jamesville, New York

-to-

County of Onondaga, a municipal corporation of the State of New York, at Syracuse, New York

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: July 25, 1974
Ack.: July 25, 1974
Cons.: $5,700.00
Trans. Tax: $.00
Rec.: September 10, 1974
Book 2538 Page 700

30. Speros Dellas, 412 Kimber Road, Syracuse, New York, Ted Dellas, 103 Janet Drive, Syracuse, New York, John Dellas, 359 Buckingham Avenue, Syracuse, New York and Nick Dellas, 4197 Gates Road, Jamesville, New York

-to-

County of Onondaga, a municipal corporation of the State of New York, at Syracuse, New York

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: July 25, 1974
Ack.: July 25, 1974
Cons.: $14,200.00
Trans. Tax: $.00
Rec.: September 10, 1974
Book 2538 Page 702

9500-07-00080

31. Nick Dellas of 2352 Marsh Court, Santa Rosa, California 95403, Speros Dellas of 40 Cross Road, Dewitt, New York 13224, Ted Dellas of 6964 Colonial Drive, Fayetteville, New York 13066 and John Dellas of 359 Buckingham Avenue, Syracuse, New York

-to-

Dellas Brother Real Estate, 2030 Erie Boulevard East, Syracuse, New York 13224

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: September 4, 1991
Ack.: September 4, 1991
Cons.: $1.00
Trans. Tax: Exempt
Rec.: December 11, 1991
Book 3738 Page 304

32. Dellas Brothers Real Estate
2030 Erie Boulevard East
Syracuse, New York 13224

-to-

DB Real Estate of Fayetteville,
2030 Erie Boulevard East,
Syracuse, New York 13224

CONVEYS: Premises and more.

Warranty Deed with Lien Clause
Dated: November 23, 1992
Ack.: November 23, 1992
Cons.: $1.00
Trans. Tax: Exempt
Rec.: November 24, 1992
Book 3808 Page 11

33. DB Real Estate of Fayetteville
2030 Erie Boulevard East,
Syracuse, New York 13224

-to-

DB Real Estate of Fayetteville, Inc.
2030 Erie Boulevard East,
Syracuse, New York 13224

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: December 22, 1992
Ack.: December 22, 1992
Cons.: $1.00
Trans. Tax: Exempt
Rec.: December 30, 1992
Book 3817 Page 188

9500-07-00080

34. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

-to-

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

Easement
Dated: January 30, 1997
Ack.: January 30, 1997
Rec.: February 19, 1997
Book 4140 Page 35

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C, D and E attached hereto and hereby made part of this Grant.

NOW THEREFORE, WITNESSETH:

FIRST: That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"-"E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

EXHIBIT

[redacted]

ONLY COPIES OF THIS SURVEY MADE FROM THE ORIGINAL SURVEY, WITH THE EMBOSSED SEAL, AND SIGNED IN BLUE INK ARE TRUE AND VALID COPIES.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

EXHIBIT 'A'

REFERENCE MAP BY O'BRIEN & GERE ENGINEERS UTILITY PLAN TOWN OF MANLIUS - EAST MEDICAL PROJECT.

REFERENCE SURVEY MAP BY ROMAN WILBERT II DATED JULY 3, 1995.

BOOK 4140 PAGE 0036

I.R.S. 30.00' I.R.S.

20.00' NYNEX EASEMENT

I.R.S. 30.84' I.R.S. 20.02'

PROPOSED UTILITY EASEMENT

PROPOSED SEWER EASEMENT

STREET LINE

PRESENT WEST LINE NORTH BURDICK STREET AS ACQUIRED BY COUNTY OF ONONDAGA Book 2538 Page 700

NORTH BURDICK STREET

SEWER MANHOLE

PROPOSED SEWER EASEMENT

30'

53.59' (TIE)

N 45° 40' 02" W

N 79° 42'30" W

NORTH LINE OF THE ROMANO REALTY COMPANY Book 3556 Page 313

GUY WIRE

UTIL. POLE

OVERHEAD UTIL. LINE

OVERHEAD UTIL. LINE

UTIL. POLE

LEHR
LAND SURVEYORS
LIVERPOOL, NEW YORK

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY.

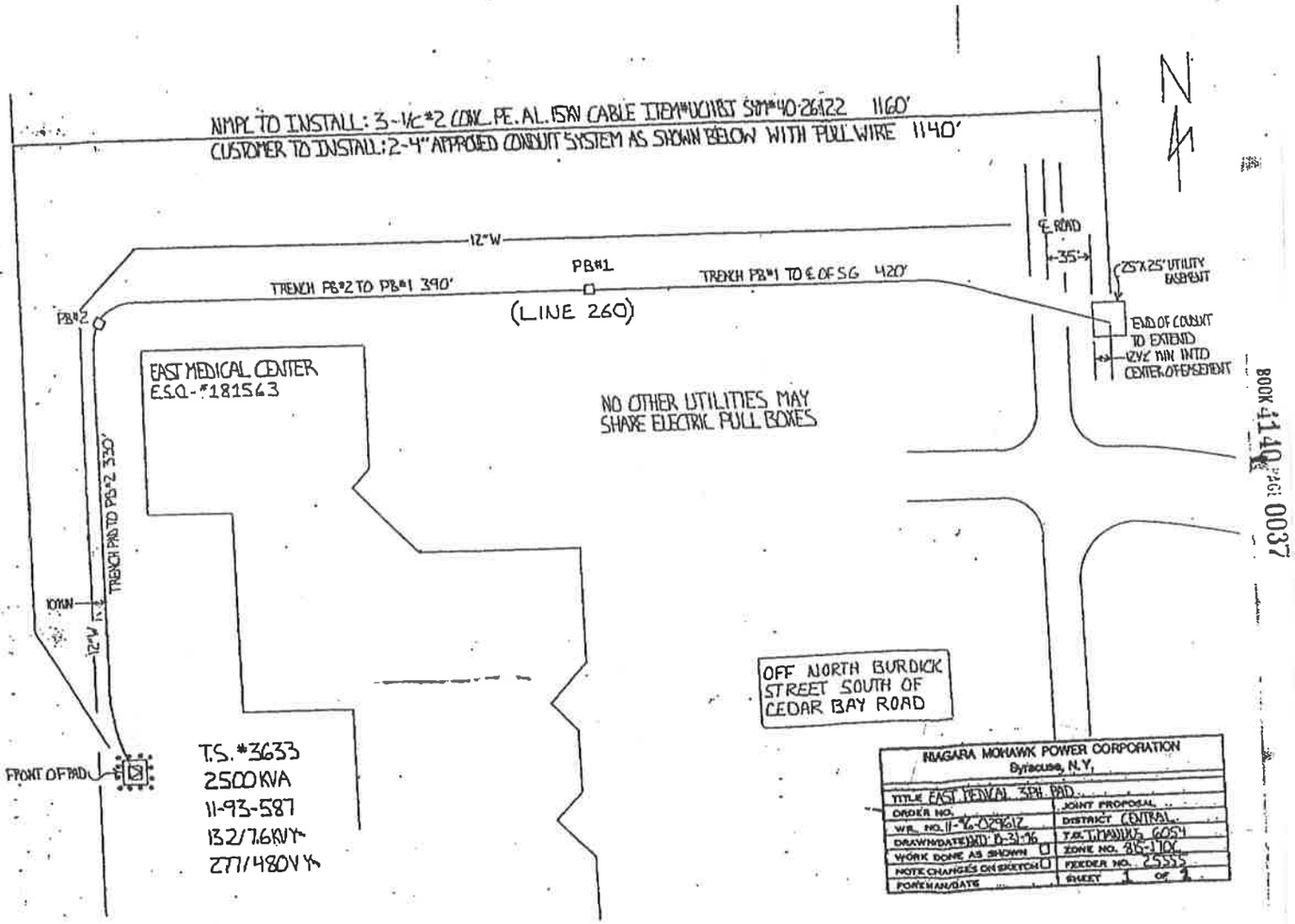
LICENSED LAND SURVEYOR
DOUGLAS R. LEHR
NYSLS 49223

LOCATION SURVEY ON PART OF LOT 64, TOWN OF MANLIUS.

NORTH BURDICK STREET
TOWN OF MANLIUS, COUNTY OF ONONDAGA N. Y.

DRAWN BY: FLB	SCALE: 1" = 20'	DATE: 14 AUG. 1996
REVISIONS:		DRAWING NO. 96-07-38

EXHIBIT B

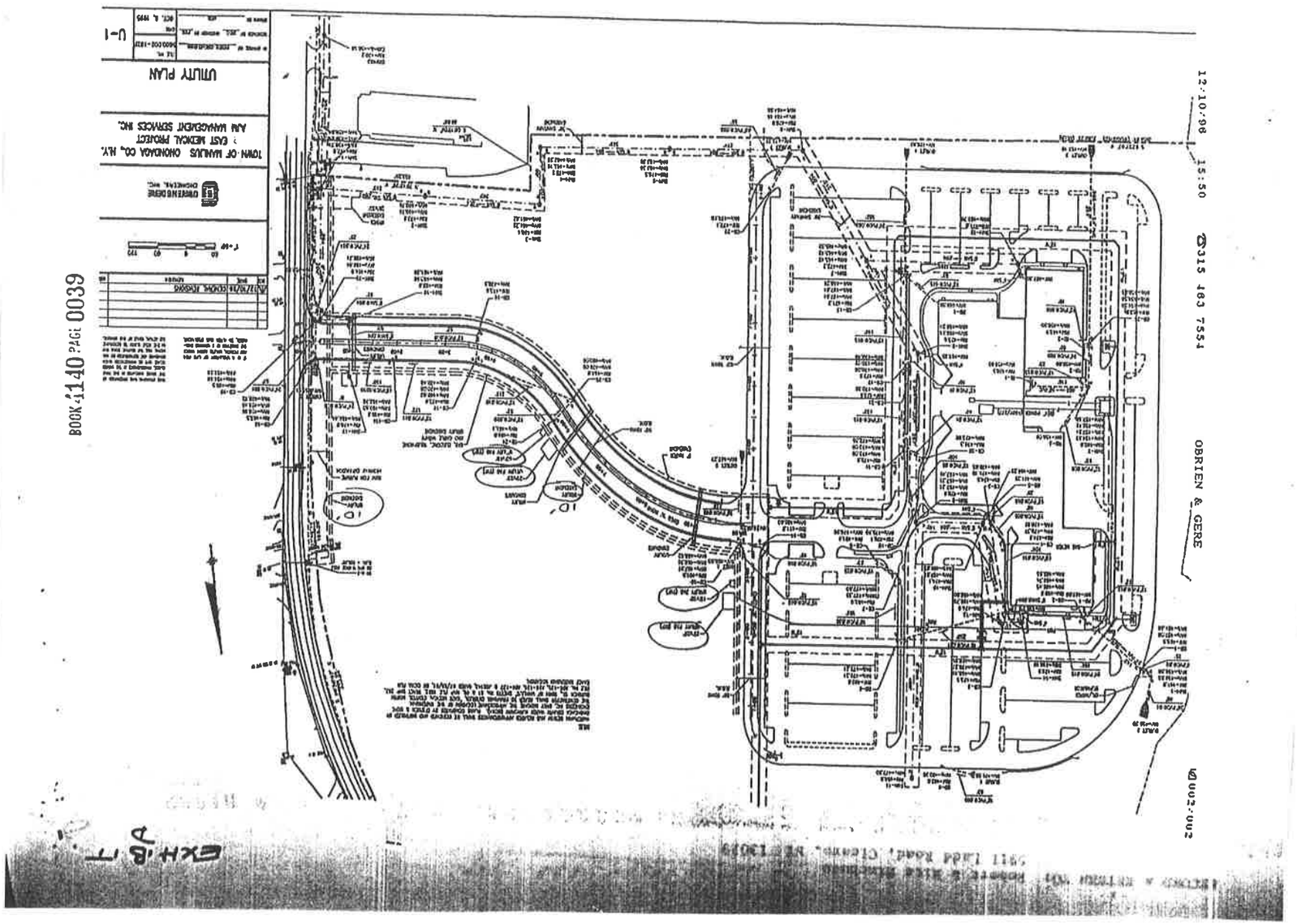


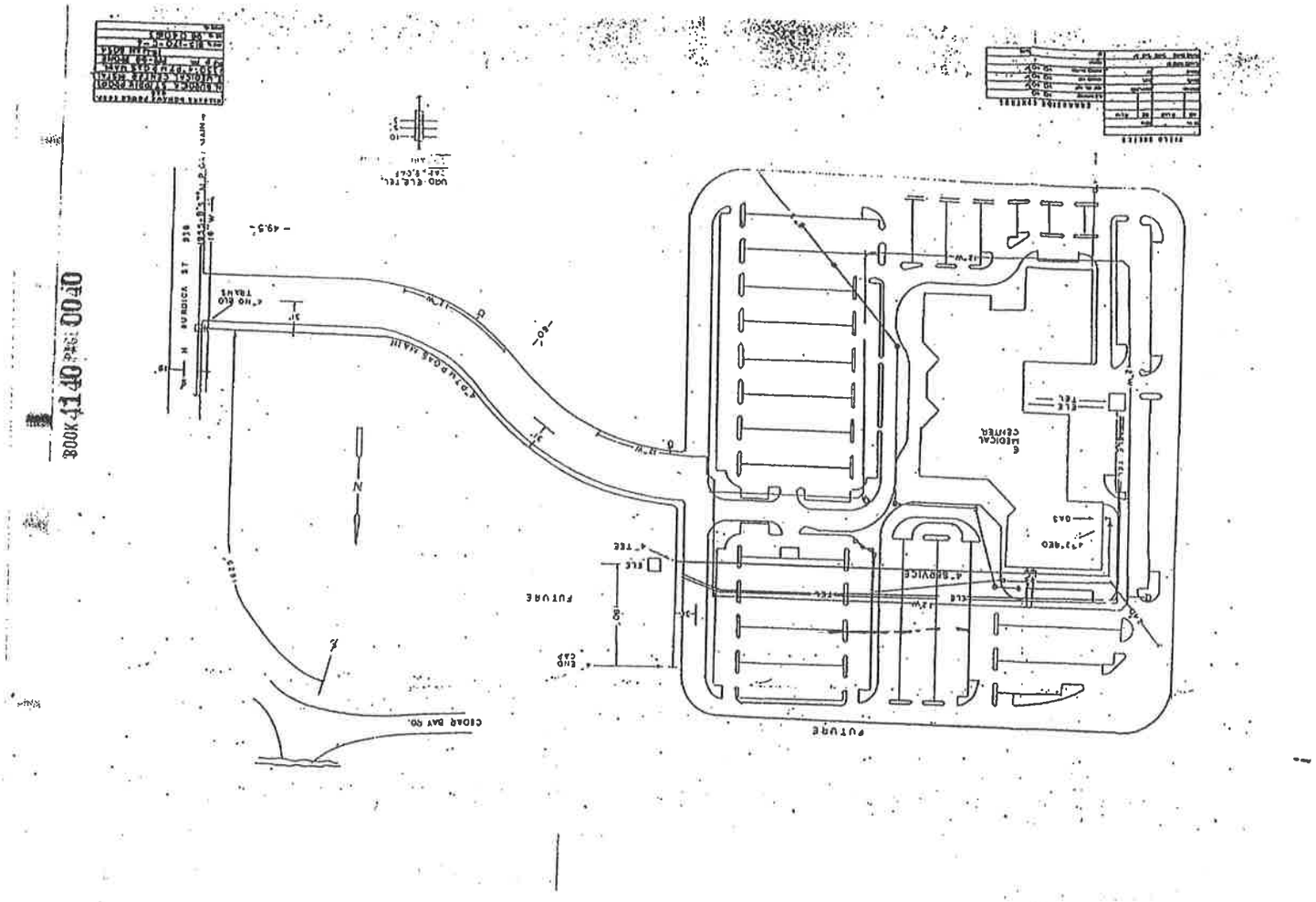
BOOK 4140 PG: 0037

EXHIBIT A

BOOK 4140 PAGE 0038

EXHIBIT C


BOOK 1140 PAGE 0039
12/10/98 15:50 ☎315 463 7554 OBRIEN & GERE ☎002/002
U-1
UTILITY PLAN
TOWN OF MARCUS ONONDAGA CO., N.Y.
EAST MEDICAL PRODUCT
AM MANAGEMENT SERVICES INC.
EXHIBIT



EXHIBIT

9500-07-00080

35. DB Real Estate of Fayetteville, Inc.
802 South Crouse Avenue,
Syracuse, New York 13210

-to-

DB Real Estate of Fayetteville,
802 South Crouse Avenue,
Syracuse, New York 13210

CONVEYS: Premises and more.

Warranty Deed with Full Covenants
Dated: March 19, 1997
Ack.: March 19, 1997
Cons.: $1.00
Trans. Tax: Exempt
Rec.: March 20, 1997
Book 4145 Page 164

36. DB Real Estate of Fayetteville,
802 South Crouse Avenue,
Syracuse, New York 13210

-to-

East Medical Center, L.P.
5100 West Taft Road, Suite 5C
Liverpool, New York 13088

CONVEYS: Premises and more.

Warranty Deed with Full Covenants
Dated: March 19, 1997
Ack.: March 19, 1997
Cons.: $10.00
Trans. Tax: $12,000.00
Rec.: March 20, 1997
Book 4145 Page 167

9500-07-00080

37. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

-to-

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

Easement
Dated: January 30, 1997
Ack.: January 30, 1997
Rec.: February 19, 1997
Book 4148 Page 315

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C, D and E, attached hereto and hereby made part of this Grant.

NOW THEREFORE, WITNESSETH:

FIRST: That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"-"E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

ONLY COPIES OF THIS SURVEY MADE FROM THE ORIGINAL SURVEY, WITH THE EMBOSSED SEAL, AND SIGNED IN RED INK ARE TRUE AND VALID COPIES.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

EXHIBIT "A"

REFERENCE MAP BY O'BRIEN & GERE ENGINEERS
UTILITY PLAN TOWN OF MANLIUS - EAST
MEDICAL PROJECT.

REFERENCE SURVEY MAP BY ROMAN
WILBERT II DATED JULY 3, 1995.

BOOK 1148 PAGE 0316

30.00'
NYNEX
EASEMENT
20.00'
20.02'
30.84'
I.R.S.
R.S.

PROPOSED UTILITY EASEMENT

PROPOSED SEWER EASEMENT

STREET LINE
PRESENT WEST LINE NORTH BURDICK STREET AS ACQUIRED BY COUNTY OF ONONDAGA Book 2539 Page 700

NORTH BURDICK STREET

SEWER MANHOLE

PROPOSED
SEWER EASEMENT

30'

N 43° 40' 02" W
33.39'

N 79° 42'30" W

NORTH LINE OF THE
ROMANO REALTY COMPANY
Book 3556 Page 313

GUY WIRE

UTIL. POLE

OVERHEAD UTIL. LINE

OVERHEAD UTIL. LINE

UTIL. POLE

LEHR
LAND SURVEYORS
LIVERPOOL, NEW YORK

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY.

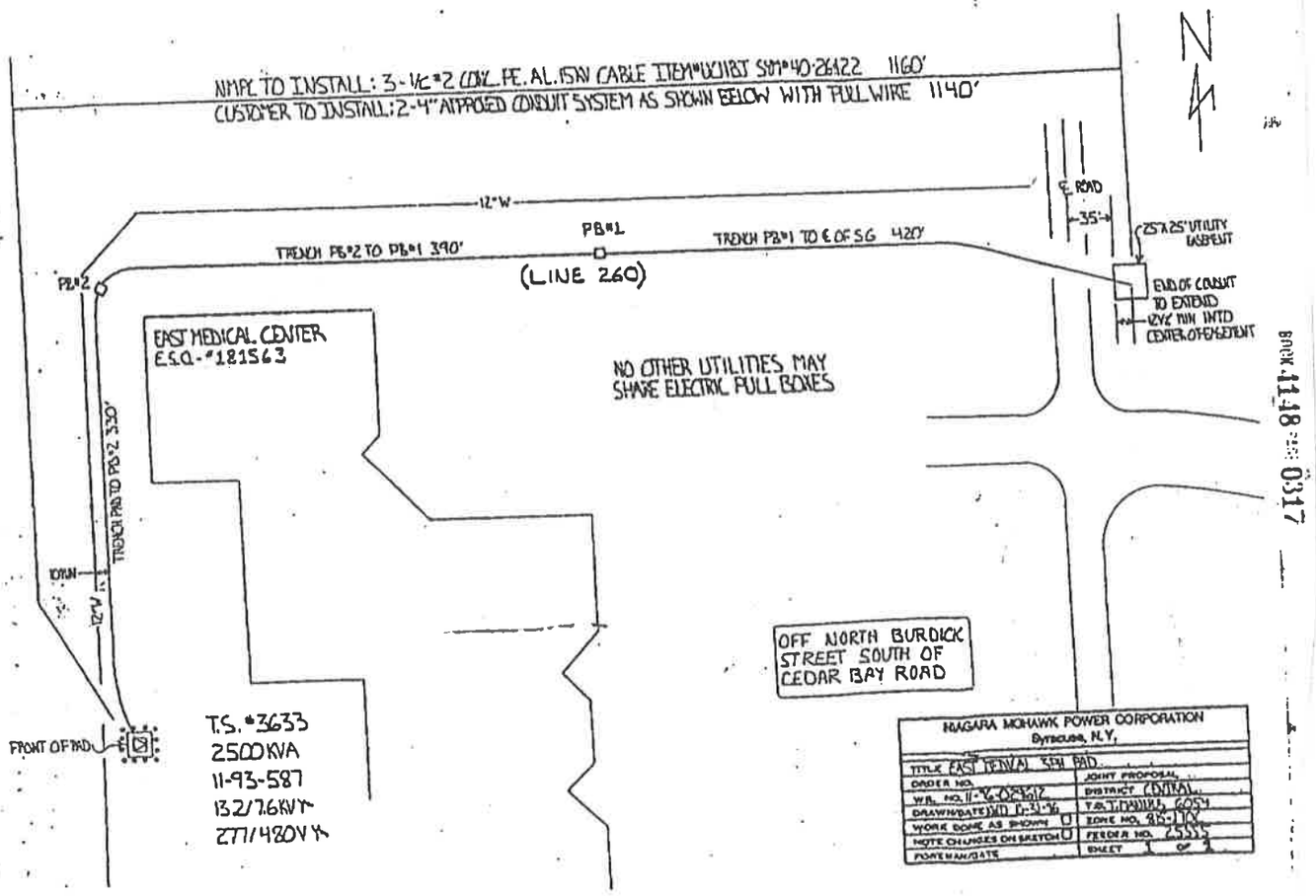
LICENSED LAND SURVEYOR
DOUGLAS R. LEHR
NYSLS 49223

LOCATION SURVEY ON PART OF LOT 64,
TOWN OF MANLIUS.

NORTH BURDICK STREET
TOWN OF MANLIUS, COUNTY OF ONONDAGA N. Y.

DRAWN BY: FLB	SCALE: 1" = 20'	DATE: 14 AUG. 1996
REVISIONS:		DRAWING NO. 96-07-38

EXHIBIT B



BOOK 1148 PAGE 0317

BOOK 1148 PG 0318

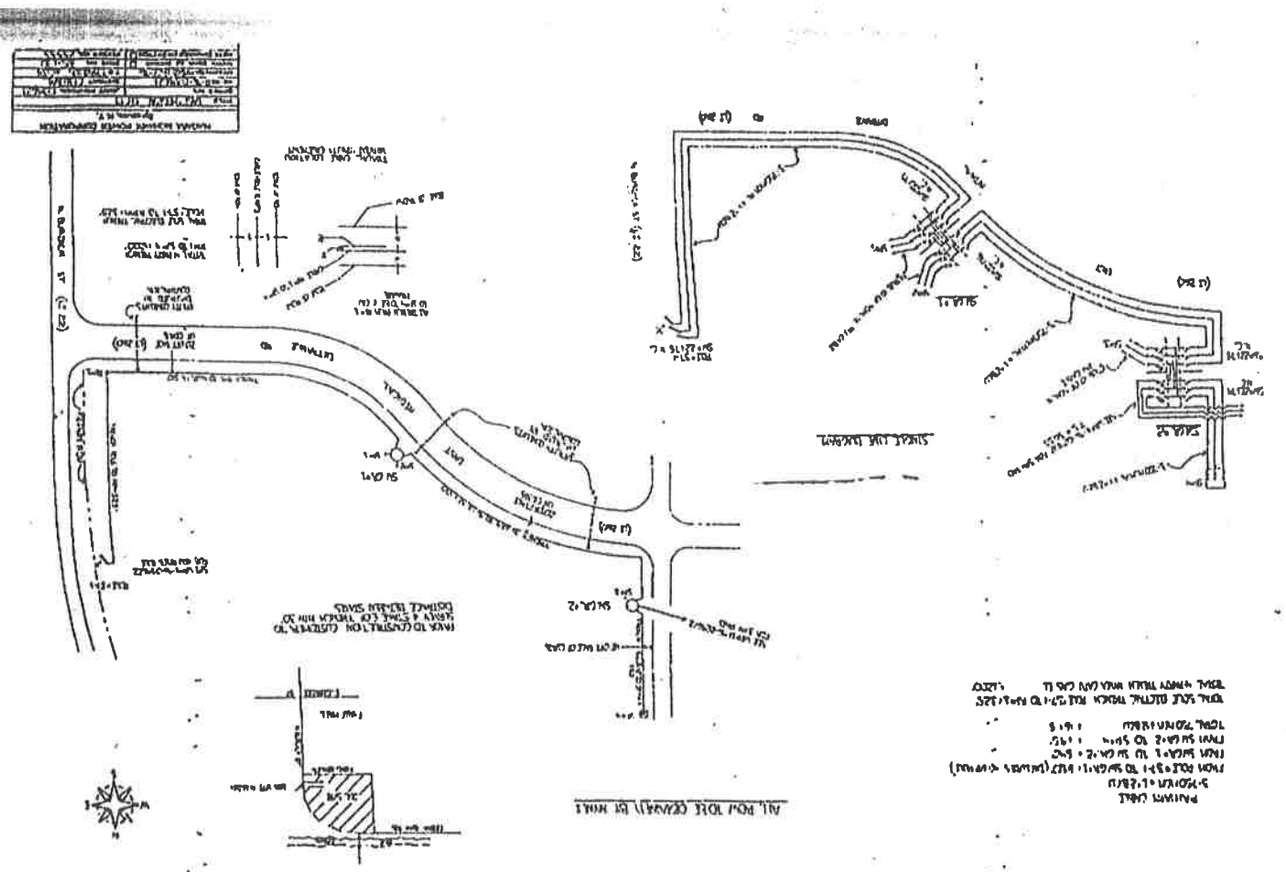
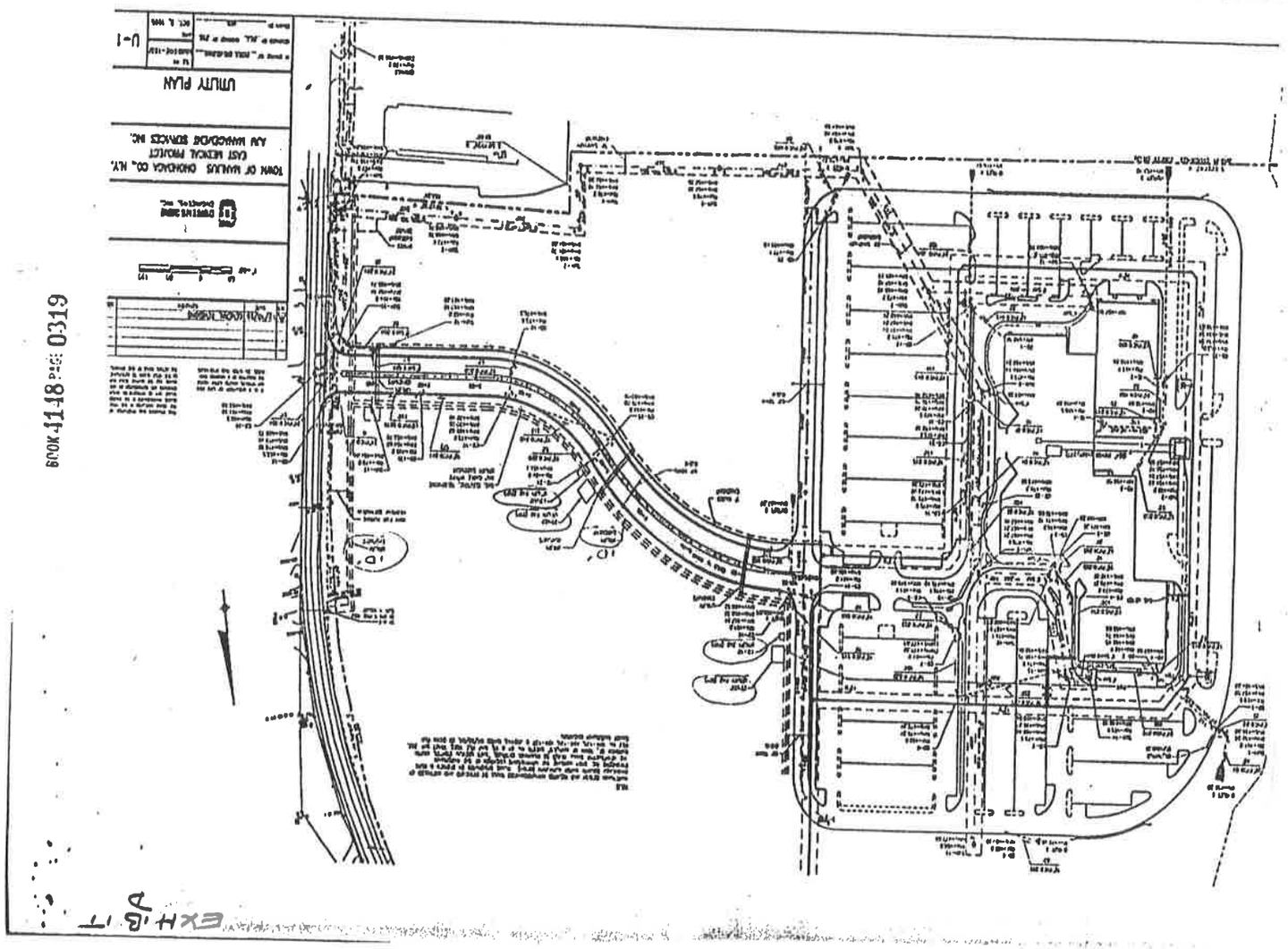
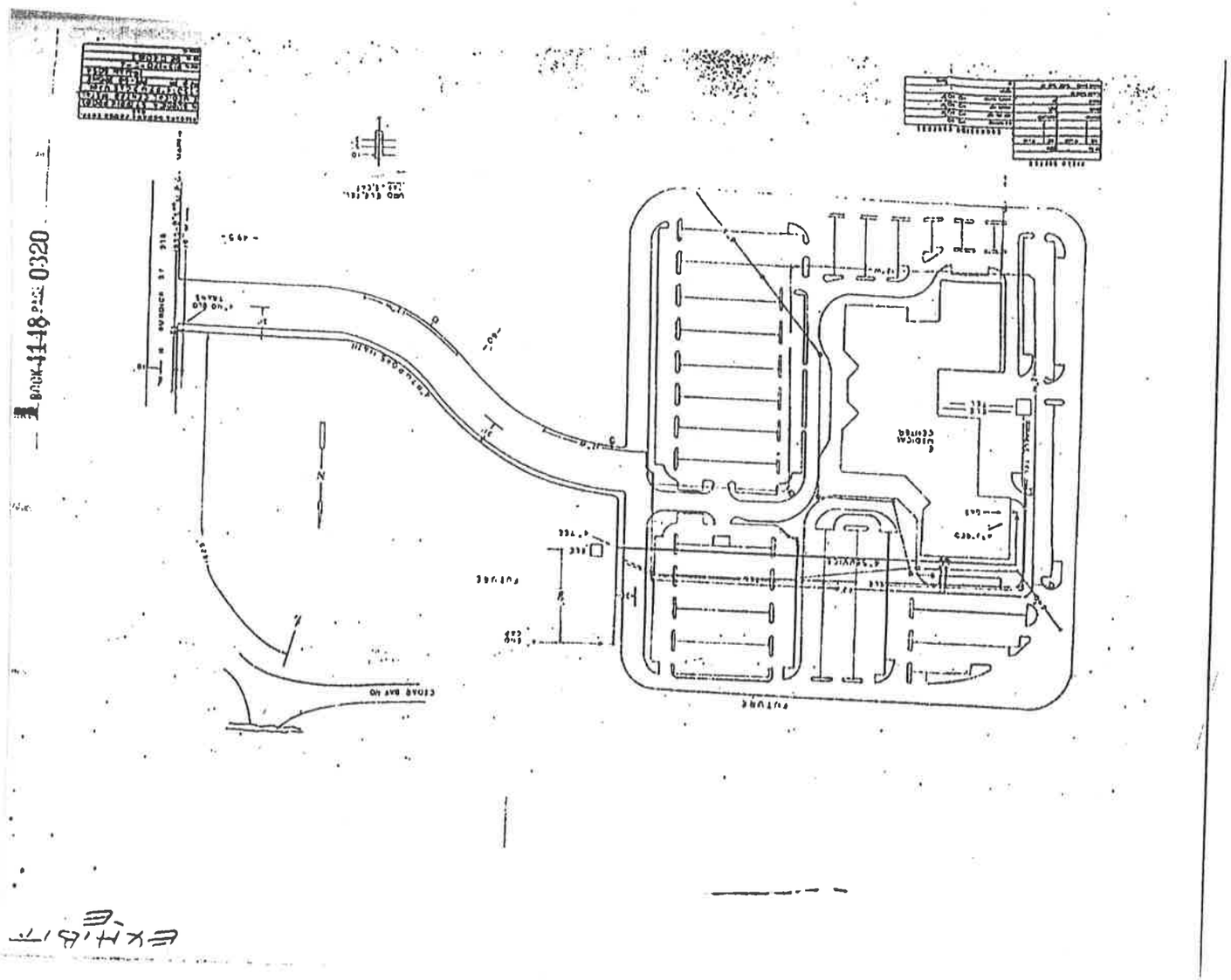


EXHIBIT "D"


U-1
UTILITY PLAN
TOWN OF WALKILL ORANGE CO., N.Y.
CAST MEDICAL PROJECT
AM WARREN SERVICES INC.
BOOK 4148 PAGE 0319
EXHIBIT A

BOOK 4148 PAGE 0320



EXHIBIT

BOOK 1148 PAGE 0321
REVISED DRAWING
EXHIBIT
B

9500-07-00080

38. DB Real Estate, Inc.,
802 S. Crouse Ave.,
Syracuse, NY 13210

-to-

Onondaga County Water Authority,
a public benefit corporation of the
State of New York, having its
principal place of business at
Northern Concourse in the Town of
Salina, New York

Right of Way
Dated: December 6, 1996
Ack.: December 6, 1996
Cons.: $1.00
Rec.: April 30, 1997
Book 4154 Page 17

Grantor(s) hereby grant(s) and release(s) unto said Grantee, their successors, assigns and lessees, a perpetual right-of-way and easement to construct, reconstruct, maintain, repair, replace and operate one or more lines of pipe and appurtenances thereto including poles, wires and cables, for the collection, transportation and distribution of water and other fluids with free ingress and egress to construct, reconstruct, maintain, repair and operate, and from time to time alter, repair or remove the same upon, along, above, over, under, through, across and beyond the property which the Grantor(s) own(s) or in which the Grantor(s) may have an interest, being a part of Military Lot No. 64 of the Town of Manlius, County of Onondaga and State of New York.

Tax Parcel No. 86-01-03.1

The grantee shall have the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and reaching points on Grantee's right-of-way on neighboring lands.

The Grantor(s) for _____ heirs, assigns, successors and legal representative, hereby covenants(s) (1) not to change the grade of the lands within such right-of-way without the prior written consent of the Grantee, (2) to pay in full the cost and expense of relocation and/or reinstallation of any lines and/or appurtenances thereof caused by any such change in grade, (3) and not to erect or maintain, or allow to be erected or maintained, any buildings or other structure within such right-of-way. All covenants contained herein shall be considered as running with the land.

The Grantee, its successors, assigns and/or lessees shall compensate the Grantor(s) for all damage to crops and shall repair any damage done to driveways, pavement, tarvia, curbing, fences and fields in the exercise of the rights herein granted.

ONONDAGA COUNTY WATER AUTHORITY
RIGHT OF WAY FOR
EAST MEDICAL CENTER
TO BE ACQUIRED FROM
DB REAL ESTATE, INC.

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Military Lot No. 64 in said Town, being part of lands conveyed by DB Real Estate to DB Real Estate, Inc. by deed recorded in Onondaga County Clerk's Office December 30, 1992 in Book 3817 of Deeds at Page 188, and being more particularly described as follows:

9500-07-00080

PARCEL NO. 1

A Permanent Right of Way 90 feet in width lying 45 feet each side of the following described centerline:

Beginning at a point in the westerly boundary of North Burdick Street (66 feet wide), said point being N 07° 48' 36" E along said westerly boundary of North Burdick Street, a distance of 255.20 feet from the northeasterly corner of lands conveyed to The Romano Realty Company by deed recorded in Onondaga County Clerk's Office in Book 3556 of Deeds at Page 313; running thence N 82° 03' 56" W, a distance of 298.36 feet to a point of curvature; thence westerly and northwesterly following a curve to the right, having a radius of 300.00 feet, an arc distance of 261.08 feet to a point of reverse curvature; thence northwesterly and westerly following a curve to the left, having a radius of 472.00 feet, an arc distance of 410.18 feet to a point of tangency; thence N 81° 59' 37" W, a distance of 53.63 feet to a point designated as "Point A" for future reference.

PARCEL NO. 2

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline and its southerly prolongation:

Beginning at "Point A" as referred to in the above described Parcel No. 1; running thence S 08° 00' 23" W, a distance of 21.55 feet to a point designated as "Point B" for future reference; thence continuing S 08° 00' 23" W, a distance of 23.45 feet.

PARCEL NO. 3

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline:

Beginning at "Point A" as referred to in the above described Parcel No. 1; running thence N 08° 00' 23" E, a distance of 195.11 feet to a point designated as "Point C" for future reference; thence continuing N 08° 00' 23" E, a distance of 796.51 feet to a point; thence N 53° 00' 23" E, a distance of 23.45 feet to a point in a southerly boundary of lands acquired by County of Onondaga by instrument recorded in Onondaga County Clerk's Office in Book 2538 of Deeds at Page 702, said point being N 69° 47' 36" W along said southerly boundary, a distance of 17.85 feet from an angle point therein.

PARCEL NO. 4

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline:

Beginning at "Point B" as referred to in the above described Parcel No. 2; running thence N 81° 59' 37" W, a distance of 257.76 feet to a point; thence S 53° 00' 23" W, a distance of 12.42 feet to a point; thence S 08° 00' 23" W, a distance of 419.66 feet to a point; thence N 81° 59' 37" W, a distance of 473.00 feet to s point; thence N 08° 00' 23" E. a distance of 162.33 feet to a point designated as "Point D" for future reference; thence continuing N 08° 00' 23" E, a distance of 427.39 feet to a point designated as "Point E" for future reference; thence continuing N 08° 00' 23" E, a distance of 3.77 feet to a point; thence N 53° 00' 23° E, a distance of 73.00 feet to a point; thence S 81° 59' 37" E, a distance of 687.93 feet to "Point C" as referred to in the above described Parcel No. 3.

9500-07-00080

PARCEL NO. 5

A Permanent Right of Way 20 feet in width lying 10 feet each side of the following described centerline of a proposed waterline and its easterly prolongation:

Beginning at "Point D" as referred to in the above described Parcel No. 4; running thence S 81° 59' 37" E, a distance of 30.00 feet.

PARCEL NO. 6

A Permanent Right of Way 20 feet in width lying 10 feet each side of the following described centerline of a proposed waterline and its westerly prolongation:

Beginning at "Point E" as referred to in the above described Parcel No. 4; running thence N 81° 59' 37" W, a distance of 46.00 feet.

PARCEL NO. 7

A permanent Right of Way 20 feet in width southerly of and adjacent to the southerly boundary of the above described parcel No. 1 and extending westerly from the aforementioned westerly boundary of said North Burdick Street, a distance of 100.00 feet.

Subject to any easements and restrictions of record.

9500-07-00080

39. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

-to-

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

Easement
Dated: January 30, 1997
Ack.: January 30, 1997
Rec.: February 17, 1997
Book 4205 Page 98

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C and D, attached hereto and hereby made a part of this Grant.

NOW THEREFORE, WITNESSETH:

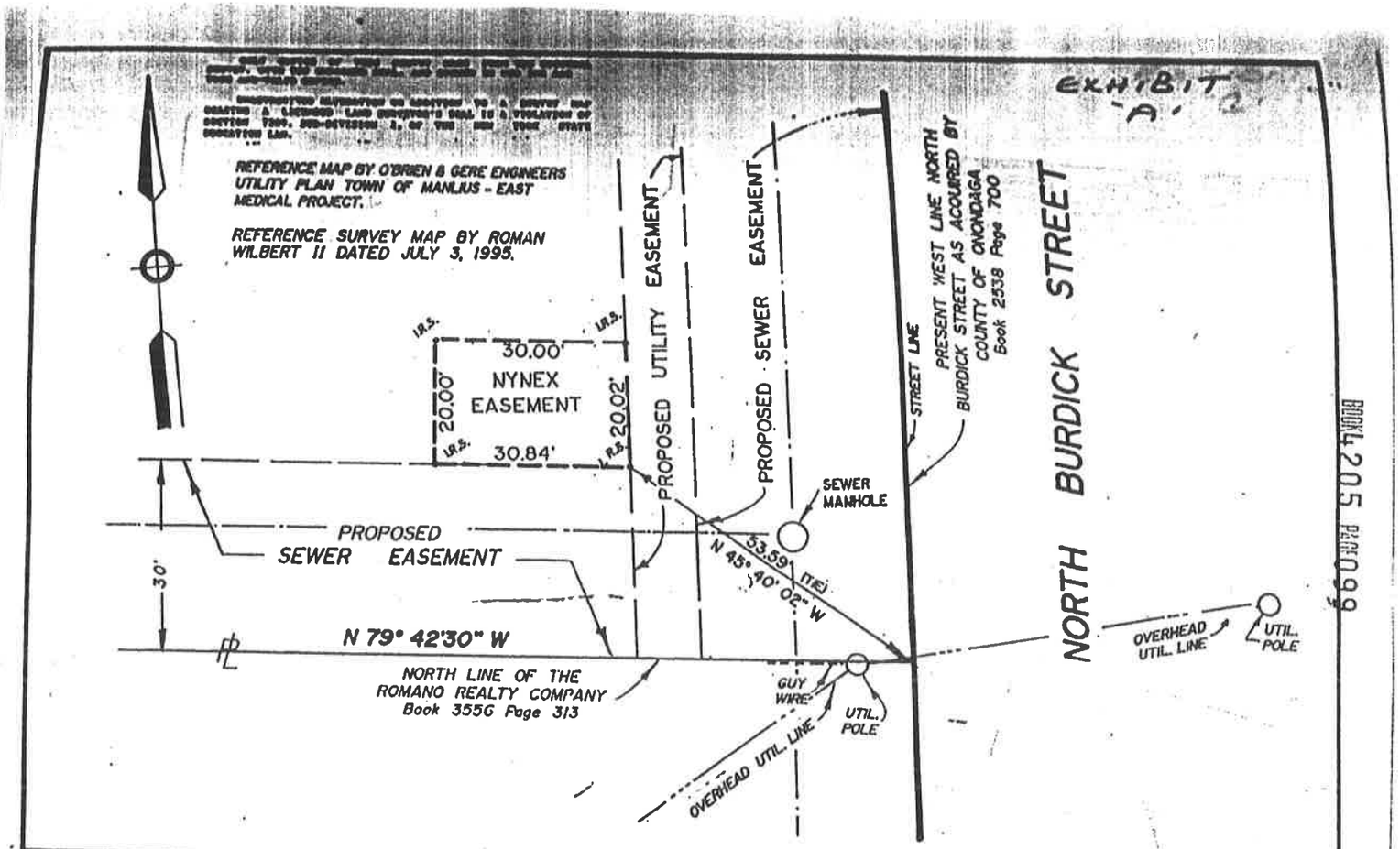
FIRST: That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"-"E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

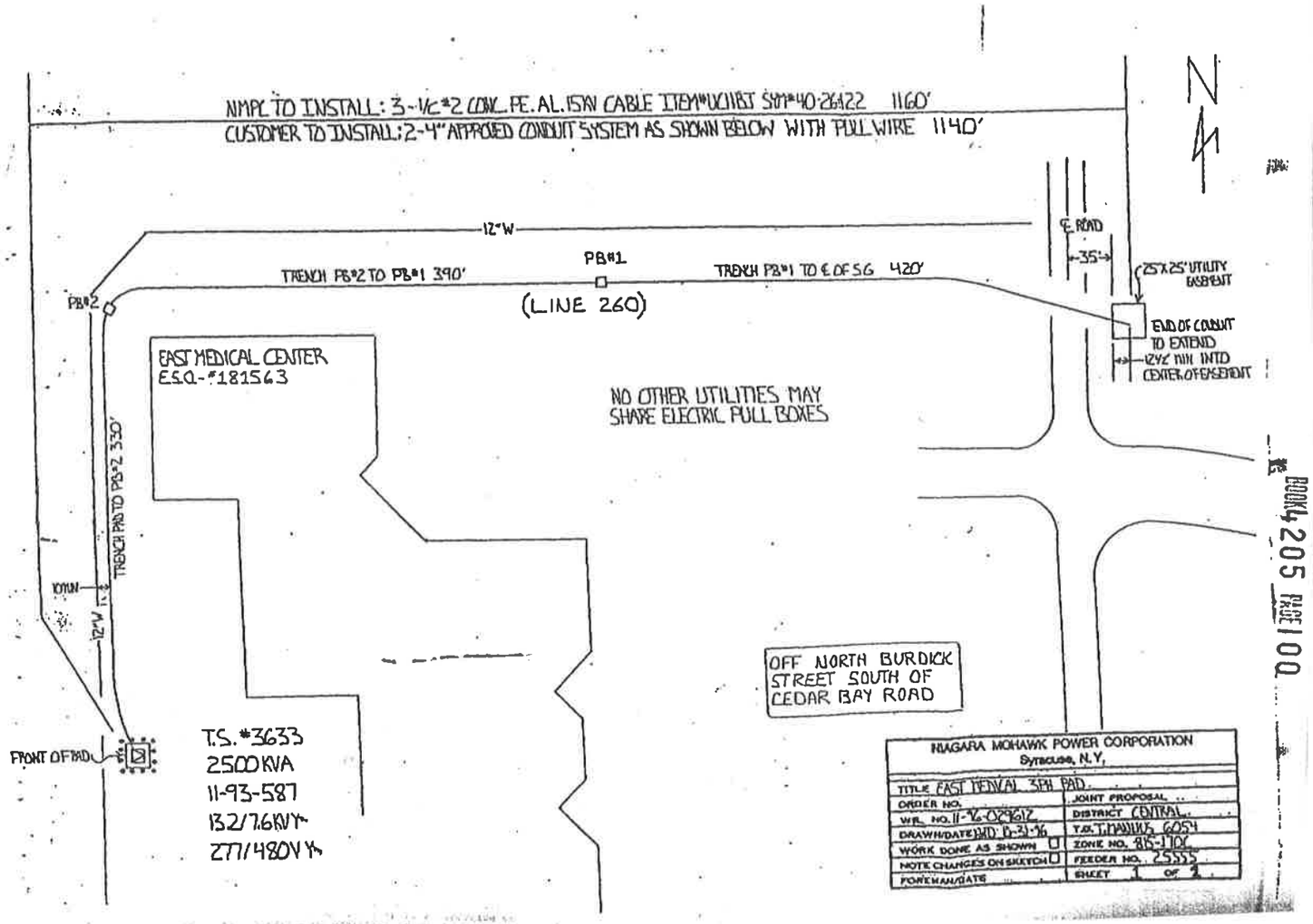
EXHIBIT "D"



BOOK 4205 PAGE 099

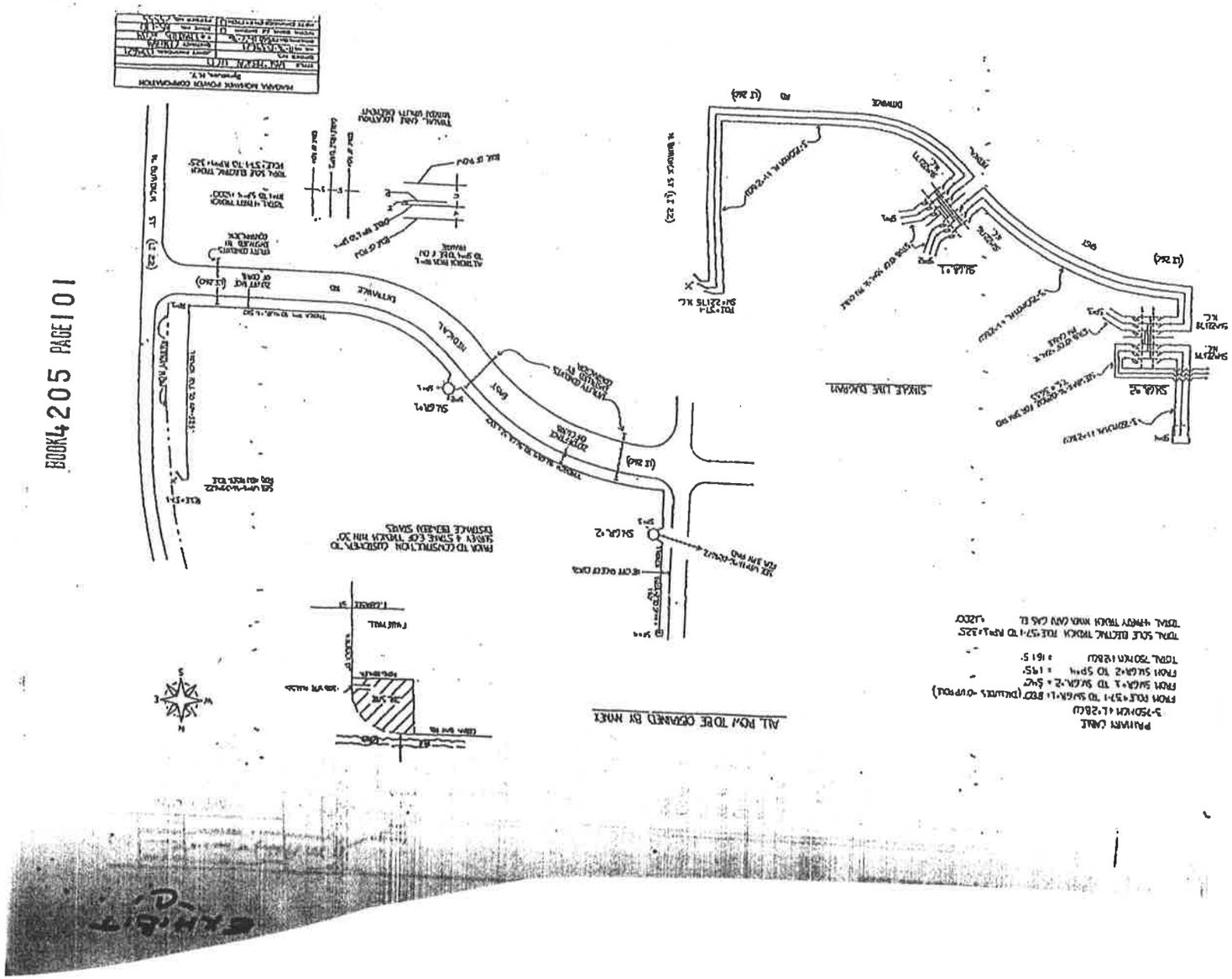
LEHR LAND SURVEYORS LIVERPOOL, NEW YORK	I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY. LICENSED LAND SURVEYOR DOUGLAS R. LEHR NYSLS 49223	LOCATION SURVEY ON PART OF LOT 64, TOWN OF MANLIUS. NORTH BURDICK STREET TOWN OF MANLIUS, COUNTY OF ONONDAGA N. Y. DRAWN BY: FLB · SCALE: 1" = 20' · DATE: 14 AUG. 1996 REVISIONS: · DRAWING NO. 96-07-38

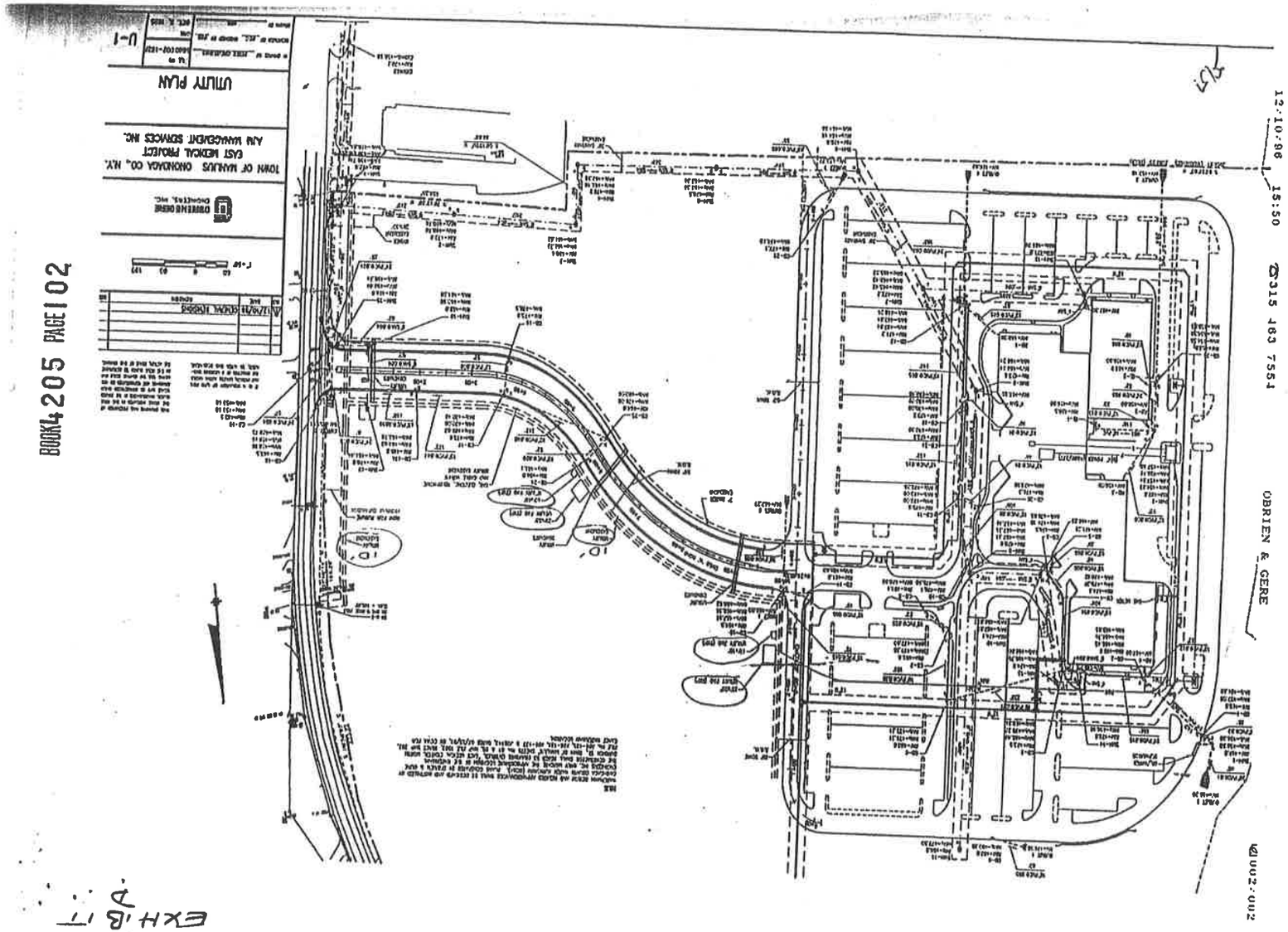
EXHIBIT "B"



BOOK 4205 PAGE 100

BOOK 4205 PAGE 101




BOOK4205 PAGE102
12-10-08 15:50 315 463 7554 OBRIEN & GERE 002/002
UTILITY PLAN
TOWN OF WALKUS ONONDAGA CO., N.Y.
EAST HEDKAL PROJECT
AVA WASTEWATER SERVICES INC.
U-1
EXH. B 17

9500-07-00080

40. East Medical Center, L.P. d/b/a Northeast Medical Center, a New York Limited Partnership with offices located at c/o A.J.M. Management Services, Inc., 5100 West Taft Road, Suite 5C, Liverpool, New York 13088, ("EMC")

Reciprocal Easement (and Related Covenants and Restrictions) Agreement
Dated: June 5, 1997
Ack.: February 6, 1998
Rec.: February 9, 1998
Book 4216 Page 102

-with-

DB Real Estate of Fayetteville, a New York General Partnership, c/o James H. Messenger, Esq., The Galleries of Syracuse, 441 South Salina Street, Suite 211, Syracuse, New York 13202 ("Dellas"),

-with-

St. Joseph's Hospital Health Center, a New York not-for-profit corporation with offices located at 301 Prospect Avenue, Syracuse, New York 13203

-and-

St. Joseph's Health Center Properties, Inc., a New York for not-for-profit corporation with offices located at 301 Prospect Avenue, Syracuse, New York 13203 ("St Joseph's)

Reference hereinafter to "EMC" or "DELLAS" with respect to such party's respective right(s) or obligation(s) hereunder shall mean that any such right or obligation is personal to such party. Reference hereinafter to the right(s) or obligation(s) of (a) Lot(s), Unit(s), the Addition, the Surgery Center Unit, ST. JOSEPH'S, or to any Owner(s) thereof shall mean with respect to any such right or obligation that same shall run with the land and be binding and enforceable upon and by such persons or entities as set forth at Paragraph 12 hereinafter.

WITNESSETH

WHEREAS, EMC is the owner of that certain tract(s) or parcel(s) of real property located in the Town of Manlius, County of Onondaga, and State of New York, consisting of approximately 92± acres, a more particular description of which real property is set forth on the attached Exhibit A (consisting of pages A-1 and A-2), and shown thereon as Lots 1, 2 and 3, said parcel being hereinafter referred to as the "Parcel"; and,

WHEREAS, a portion of the Parcel, including certain wetlands and other unusable acreage, consisting of approximately 73± acres as described on Exhibit A as Lots 1 and 2 is hereinafter sometimes collectively referred to as the "Premises"; and

WHEREAS, DELLAS is the former owner of the Parcel, including the tract of real property consisting of approximately 19± acres located in the Town of Manlius, County of Onondaga and State of New York and shown on Exhibit A as Lot 3; DELLAS is currently in possession of Lot 3 pursuant to a certain Ground Lease between EMC and DELLAS dated March 19, 1997, and which Ground Lease entitles DELLAS to the exclusive use and possession of Lot 3 for a 29 year term and in addition obligates EMC (among other things) and subject to the provisions of the Ground Lease to transfer fee title to Lot 3 to DELLAS and,

WHEREAS, EMC intends to improve Lot 2 (as shown on Exhibit A) by constructing thereon an approximately 198,000± sq. ft. condominium building (hereinafter the "Building" or "Condominium Building") of medical, health care, and related use units (the "Units"), Common Elements, and appurtenant improvements in the location shown on Exhibit A (page A-1) and to, at some time in the future, effect development upon Lot 1; and

WHEREAS, EMC also desires in the future, upon first obtaining the approvals of the Town of Manlius and any other governmental authorities and agencies having jurisdiction over same, including approval for the subdivision of the Footprint (hereinafter defined) from Lot 2, to construct an approximate 40,000 sq. ft. ± two story building adjacent to the Building on the approximate 20 000 sq. ft. (.47 acre ±) "Footprint" shown on Exhibit A (page A-1) as the "Possible Addition" (hereinafter the Footprint and the Possible Addition are referred to collectively as the "Addition"); and

WHEREAS, presently Lots 1, 2, and 3 (hereinafter collectively the "Lots") exist as three separate subdivided parcel(s) as shown on Exhibit A; and,

WHEREAS, EMC intends to have constructed, within a wing of the Building, containing approximately 40,000± sq. ft., a Unit to be used for ambulatory (outpatient) surgery center purposes and/or other related health care/medical uses and possibly, in the main wing of the Building, an additional primary care condominium unit containing approximately 10, 000± square feet. The term "Surgery Center Unit" as used herein is as defined and described specifically in a certain proposed Amendment #1 to the Commercial Condominium Offering Plan, Declaration and By-laws entitled "East Medical Center, L.P," which Plan was originally accepted and filed March 3, 1997 by the New York State Attorney General, (hereinafter, including all amendments to same filed and accepted after the date hereof, the "Plan") which Amendment #1 is to be recorded in the Onondaga County Clerk's Office concurrently with this Agreement; and,

WHEREAS, DELLAS intends in the future to itself develop and construct, have constructed upon, or alternatively to sell or lease Lot 3 to others for development and construction of, and upon, same; and

WHEREAS, the parties hereto desire to enter into this Agreement in part to provide for certain reciprocal easements in relation to the joint use of the walking, parking, entranceways, exitways, and driving areas on the Lots and for the joint rights of surface and storm water drainage and various and sundry other utility facilities, over, under, and across such Lots, and to also provide for certain joint and exclusive other restrictions, rights, agreements, and easements all as more particularly set forth hereinafter;

NOW THEREFORE, in consideration of the mutual benefits to be realized, the mutual covenants set forth herein; and such other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right and Easement.

(a) Subject to the limitations and conditions set forth in this Agreement, Lots 1, 2 and 3, each hereby declare, establish, give, grant, and convey in relation to their respective Lots [the "Burdened Lot(s)"] to, and in favor of, all (unless otherwise specifically set forth) benefiting remaining Lots and the Addition (including any other Lots both burdened and benefited thereby) [the "Benefiting Lot(s)" a non-exclusive right and easement in favor of and appurtenant to each respective Benefiting Lot (i) for the purpose of vehicular and pedestrian passage and use for ingress and egress (but not for parking) to and from each Benefiting Lot over, across, upon, to and from each Burdened Lot via any access/egress route(s) including the roads designated as "EMED A", "EMED B" and "possible EMED B SOUTH" as shown on Exhibit A, page A-1, provided, however, no additional roadways shall be constructed on Lot 2 except for those shown on Exhibit A, page A-1, as "EMED A", "EMED B" and "possible EMED B SOUTH"; (ii) for the purpose of walking and driving but not parking, (except as specifically set forth hereinafter regarding the right of the Addition to park on Lot 2) upon, over and across and to and from all those roads, sidewalks, walkways, passageways, entrances, exits, drives, aisles, and lanes upon any such Burdened Lot which now or may hereafter from time to time be necessary or advisable for pedestrian and vehicular use to and/or from a Burdened Lot (iii) for the purpose of drainage and/or detention of storm and surface/subsurface water from a Benefiting Lot to, upon, over, across, and under a Burdened Lot; (iv) for the purpose of construction, re-construction, installation, maintenance, repair, replacement, operation, and use of the foregoing authorized facilities [i.e., (i), (ii) and (iii) above] and of any and all other facilities including, but not limited to, pipes, wires, conduits and lines and including for sanitary and storm sewer, electric, gas, water, computer, cable television, telephone and similar communications means over, under, upon and across a Burdened Lot for service and appurtenant to and benefit of any such Benefiting Lot; and, (v) in favor of and appurtenant to the Addition only, in the event same is constructed in compliance herewith, for the purpose of driving and parking its vehicles upon Lot 2; (vi) in favor of and appurtenant to Lot 2 and the Addition, in the event same is constructed, for the common use of any party wall (shown on Exhibit A, page A-1 as the "Party Wall") located or to be located between the Building and the Addition and for the common use of the vents, hallways, stairways, walkways, entrances, exits, pipes, wires, conduits, lines and other common elements of the Building and the Addition. Any improvements installed or constructed pursuant to subparagraphs (i), (ii), (iii), (iv) and (v) hereof are referred to hereinafter as "Facilities"; and any such Facilities installed or constructed pursuant to subparagraph (vi), including those set forth at Paragraph 8 hereinafter, are also hereinafter referred to as "Common Facilities."

(b) Prior to exercise of any rights granted hereunder (and except in the event of emergency or similar circumstances), a Lot seeking to exercise such rights shall give any other Benefiting and/or Burdened Lot Owner at least sixty (60) days prior Notice. Notice shall provide specific details of the right sought to be exercised, the identity and mailing address for each Benefiting and Burdened Lot, the Repairs & Maintenance or Construction & Installation [as such terms are hereinafter defined at respectively, Paragraphs 6(a) and 6(c) hereof of Facilities or Common facilities to be constructed, installed, repaired or maintained; the scheduled time(s) for and contractor(s) performing same and shall include a true copy of the approved plans and specifications which shall include a site plan of the location of the proposed Facilities or Common Facilities, and insurance coverage(s) required at Paragraphs 2 and 3. Any Lot objecting to the exercise of such rights shall object by Notice given within sixty (60) days of its receipt of the information required above to all other Burdened and Benefiting Lots [as such are identified in the Notice described in the first sentence of this § 1(b)], and if a Burdened Lot is exercising its right pursuant to paragraph 6(e) hereof, the Notice shall contain the same particulars as is required under this subparagraph (b) for a Lot originally seeking to exercise their rights.

2. Plans & Specifications. No right(s) granted hereunder shall be exercised unless and until the plans and specifications for proposed Facilities have first been approved by the appropriate design professional(s) and all governmental authority(ies) having jurisdiction over same and a permit shall have issued allowing any such work. Any Construction & Installation or Repairs & Maintenance [as defined hereinafter at Paragraph 6] not requiring approved plans and specifications or a permit, provided the Town of Manlius building inspector (or similar officer) states so in writing, shall not be subject to this provision.

3. Insurance Requirements. Any Lot performing Construction & Installation of Facilities or Common Facilities and/or Repair & Maintenance of Facilities, either itself or through its agent, employee or contractor(s) shall secure a policy of liability insurance with minimum coverage limits of $2,000,000.00 for damage to property and $4,000,000.00 for bodily injury per occurrence. Such policy shall name all Burdened and Benefiting Lots (and their mortgagees, if requested) as additional insured and shall provide for thirty (30) days prior written notice to all such additional insureds prior to any cancellation, reduction in coverage or other material modification of same. Notice requiring delivery of insurance coverage or policy(ies} hereunder shall require that certified copies of policies or certificates unconditionally conferring all of a policyholder's rights to such certificate holder and showing the coverages required hereunder, shall be delivered with such Notice. The minimum coverage limits required hereunder shall be increased by 3% each year or by the increase in the Consumer Price Index for all Urban Consumers, from the date hereof to the date of such Notice, whichever is greater, commencing the first anniversary of the execution hereof.

4. Public Dedicated Rights. The foregoing right(s) shall not be deemed granted to a Benefiting Lot, to the extent and provided that same have been or are hereafter granted and dedicated by a respective Burdened Lot to such governmental authority, municipality or public (or similar) utility

which itself performs operation, Construction & Installation or Repair & Maintenance of the respective Facilities.

5. Conditions to Exercise of Rights. Exercise of any right granted hereunder and any use, operation, Construction & Installation or Repair & Maintenance of Facilities pursuant to any such exercise shall be subject to and conditional upon all of the following:

(a) same shall not materially or unreasonably interfere with the use, maintenance, repair, or enjoyment of improvements located on a Burdened Lot nor with any reasonably foreseeable improved use of a Burdened Lot. The actual or reasonably foreseeable existence of improvements shall not preclude a Benefiting Lot from exercise of any such right, provided however, the Benefiting Lot may be required in deferring to the existence of, or potential for, improvements on a Burdened Lot or to otherwise minimize interference with the Burdened Lot, to locate proposed Facilities at another location even if more costs would be incurred by the Benefiting Lot(s) to do so. Notwithstanding the foregoing, it is specifically acknowledged that the Addition if constructed will be located solely within, and may occupy all of the Footprint.

(b) same shall be undertaken and promptly and diligently pursued to completion, by competent (and licensed where appropriate) contractors, in accordance with all laws, codes and regulations and pursuant to approved plans and specifications, in a good and workmanlike manner and in a manner so as to minimize any adverse affect on use of a Burdened Lot;

(c) any interference caused by same to a Burdened Lot shall be only temporary in nature, shall be completed expeditiously and with due diligence, and a Burdened Lot shall be otherwise promptly restored to the same condition as existed prior to such work;

(d) all such Facilities (except in the case of Common Facilities with respect to the Addition), shall be located as near the property (boundary) lines of a Burdened Lot as reasonably possible, and if running to and/or from existing improvements on a Burdened Lot, shall run from a location on such Burdened Lot's improvements where same is least likely to cause interference with the use of improvements located on (or reasonably foreseeable for) a Burdened Lot and notwithstanding that Construction & Installation or Maintenance & Repairs of Facilities in such location may cause a Benefiting Lot greater cost and expense;

(e) damages for any violative acts or omissions shall be compensated for by the responsible party or parties as provided for at Paragraph 20 hereinafter;

(f) there shall be no payment of consideration required of a Benefiting Lot to a Burdened Lot in consideration of the grant or exercise of any right hereunder.

6. Performance at Construction and Installation, Repairs & Maintenance. To the extent that any Facility benefits or affects more than one of the Lots:

(a) as to any Facilities consisting of access/egress routes, including roads, sidewalks, walkways, passageways, entrances, exits, aisles, and lanes upon a Burdened Lot, the Burdened Lot shall be responsible for the performance of any and all maintenance, repairs, replacement, reconstruction, restoration, cleaning, clearing and/or incidental or related duties whatsoever respecting the same; (as to any such maintenance, repairs, replacement, reconstruction, restoration, cleaning, clearing and/or incidental or related duties in relation to the foregoing or to any other Facilities whatsoever same shall be hereinafter defined and referred to as "Repairs & Maintenance");

(b) as to all other Facilities, the Benefiting Lot having the greatest responsibility for the apportioned share of the Total Cost of Repairs & Maintenance (as provided for hereinafter at Paragraph 7) shall be responsible for the performance of same;

(c) as to all design, construction and/or installation whatsoever of any Facilities relating to the initial development of and construction upon a Lot hereunder, ("Construction & Installation"), and regardless of whether such Facilities may benefit or burden any other Lots(s), same shall be performed by the Benefiting Lot initiating such development;

(d) a Lot responsible for performance of Construction & Installation or Repairs & Maintenance shall be liable for injury or damage to persons or property arising out of the performance of same in accordance with Paragraph 20 hereinafter.

(e) Notwithstanding the foregoing provisions of Paragraph 6(b), a Burdened Lot may elect to perform Repairs & Maintenance of any Facilities located thereon by giving Notice to all other Burdened and Benefiting Lot(s) of election to perform same in accordance with Paragraph 1(b) and subject to apportionment and reimbursement pursuant to Paragraph 7 hereinafter.

7. Apportionment and Reimbursement of Total Costs of Construction & Installation, Repairs & Maintenance. The expense of Construction & Installation and Repairs & Maintenance of Facilities shall be apportioned between all Benefiting Lots as follows:

(a) As to the costs of Construction & Installation, a Lot performing such Construction & Installation unless otherwise agreed, shall be solely responsible for all cost and expense of same.

(b) As to the costs of Repairs & Maintenance, which costs may include an administrative fee to be paid to the Lot performing Repairs & Maintenance not to exceed 7% of the invoiced cost for such Repairs & Maintenance (hereinafter the "Total Cost"), all Benefiting Lots shall reimburse the Lot performing Repairs and Maintenance for their respective apportioned share of the Total Cost.

(c) A Benefiting Lot's apportioned share of the Total Cost shall be computed by multiplying the Total Cost by a fraction, the numerator of which is the square footage of existing gross building floor space on a Benefiting Lot (or the intended gross square footage of a building under construction if any construction whatsoever on the site, including site work or excavation, has occurred as of the date Repairs & Maintenance are incurred, or any planned construction for a Benefiting Lot if it has initiated the Construction & Installation or Repairs & Maintenance and whether or not the planned construction has commenced) and the denominator of which is the total square footage of all existing gross building floor space (including all Lots under construction or for which construction is planned as provided above) on all Benefiting Lots. Computation of gross building floor space shall be based upon the gross building floor space of all floors (i.e., stories) in a building, exclusive of unfinished basement space.

(d) (i) Notice of Total Cost shall be sent no later than sixty (60) days after a performing Lot has completed Repairs & Maintenance and shall include a detailed itemization of Total Cost including receipted bills for the invoiced cost of same, unless same is being paid into the escrow account as provided hereinafter in this subparagraph (d), dates of t he work's performance, computation of the apportioned share due from each Benefiting Lot, and a description of the work and Lot or portions thereof worked upon, together with certification from a licensed Architect or Engineer, that same has been constructed or repaired in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations and in accordance with the approved Plans & Specifications and this Agreement. Unless payment is required to be made into the escrow account provided for hereinafter in this subparagraph (d), Benefiting Lot(s) shall make payment(s) due for such Repairs & Maintenance on or before fifteen (15) days from the date that Notice of Total Cost has been received.

(ii) If the estimated cost of work to be performed is in excess of One Hundred Thousand and xx/100 Dollars ($100,000.00), and notwithstanding the foregoing provisions of this Paragraph 7, the performing Lot may, prior to commencement of the work, deliver Notice of an estimate for same [which Notice shall contain the itemization set forth in this subparagraph (d) and statements from the proposed contractor(s) verifying the Lot owner's estimates] and require that all respective Benefiting Lots apportioned shares be deposited into an escrow account set up for such purpose pursuant to a written escrow agreement requiring that the escrowed funds shall not be released until (I) completion of the Repairs & Maintenance as approved by the appropriate design professional(s) and/or municipality, or if none is required, by the consent of all Benefiting and Burdened Lots, which consents shall not be unreasonably withheld, delayed or conditioned, and (2) the delivery to all Benefiting Lots of the items required under Paragraph 7(d)(i) above.

(e) In the event that a respective Lot fails to timely pay its apportioned share in the manner required hereunder, any other Benefiting and/or Burdened Lot performing Repairs & Maintenance may commence an action in a court of law to recover same plus interest from the due date at the higher of 18% per annum or the statutory interest rate then in effect, plus statutory costs, disbursements and the reasonable attorney's fees incurred in recovering same.

(f) If a Burdened or Benefiting Lot responsible for Repairs and Maintenance, after Notice and a reasonable opportunity to make necessary Repairs & Maintenance fails to perform same, then any Benefiting Lot may, upon thirty (30) days prior Notice to all Burdened and Benefiting Lots, itself perform such Repairs & Maintenance, and seek reimbursement for same from all other Benefiting Lots for their apportioned share of the Total Cost.

(g) In the event that a Lot is encumbered by a lien or other claim, action or suit filed against it as a result of a performing Lot's failure to pay or timely pay for Repairs & Maintenance or Construction & Installation, then any such Burdened or Benefited Lot may commence an action in a court of law to require such payment to be made and/or to remove or discharge same and may pay same and recover from the Lot(s) responsible for such payment, the amount thereof, and all costs incurred thereby, including interest on any money judgment awarded (from the earlier of the judgment or contract breach date) at the higher of 18% per annum or the statutory interest rate then in effect, plus statutory costs, disbursements and the reasonable attorney's fees incurred in removing or discharging same, and in collecting upon any such judgment.

8. Possible Addition. All rights with regard to the Addition shall cease, terminate and be null and void if the Footprint is not legally subdivided from Lot 2 and construction of the Addition is not commenced within five (5) years of the date this Agreement is signed and/or if such construction is not completed within eighteen (18) months of the date construction starts, time being of the essence as to all such dates. If subdivision and construction of the Addition is not commenced or completed (as the case may be) by the above dates, then title to the Footprint shall be retained by Lot 2 (i.e., by the owner of the Condominium Building's common elements) and same shall be retained free of any structures and free and clear of the rights of all others, including but not limited to EMC.

In the event the Addition is timely constructed, and subject to the provisions hereof, the Addition shall have the right to use of the west wall (the "Party Wall" as shown on Exhibit A, page A-1) and Facilities of the Building, as specifically described at Paragraph 1(a)(vi) of this Agreement, as Common Facilities subject to all of the following:

(a) all Construction & Installation of the Addition and any Facilities thereof or of the Building (including modifications thereof) in order to create Common Facilities, shall be performed by and at the expense of the owner of the Addition and if and when the title to the Addition is conveyed to EMC, or its successor or assign, the grantee under such deed shall deliver to the Condominium Building's Board of Managers the sum of One Hundred Thousand Dollars ($100,000.00) which shall be placed by the Board of Managers in the Condominium Capital Reserve Fund.

(b) upon completion of the Common Facilities, the Building and the Addition shall have the non-exclusive and shared use thereof.

(c) (i) Repairs & Maintenance of the Addition and Common Facilities located on or within the Addition shall be performed by the Addition at its sole cost and expense;

(ii) Repairs & Maintenance of the Building and Common Facilities located on or within the Building and Lot 2 shall be performed by Lot 2 or such other parties responsible therefore pursuant to the provisions of this Agreement.

(d) Notwithstanding the provisions of subparagraph (c)(ii) hereof, the costs of Repairs & Maintenance of any Facilities benefiting Lot 2 and the Addition (e.g., parking areas, roads, exterior lighting, etc.) and any electrical, HVAC or plumbing systems (e.g., furnaces, air-conditioning units, pumps, hot water tanks/heaters and the like) or other Common Facilities servicing both the Addition and the Building shall be apportioned in accordance with the formula set forth at Paragraph 7 hereof.

All costs and performance of Repairs & Maintenance of the Party Wall shall be paid for and performed by the Addition, except for non-structural Repairs & Maintenance of the Building interior side of the Party Wall not caused by the Addition.

(e) Notwithstanding the provisions of subparagraphs (c)(ii) and (d) hereof, all expense to be incurred by Lot 2 and the Building resulting from Construction & Installation, Repairs & Maintenance, or operation and use of the Addition or Common Facilities shall not in any event exceed as a result thereof, the expense to Lot 2 and the Building that would have been incurred had the Addition not been constructed and the Facilities (or any predecessor Facilities) in the Building not become Common Facilities. Any such excess expense shall be the sole responsibility of the Addition. Furthermore, the Building shall never have an obligation to increase the capacity of the Facilities serving the Building, except as a result of a need for increased capacity not resulting from the Addition's use of Common Facilities. If as a result of the use of Common Facilities by the Addition Facilities (e.g., HVAC system, electrical, etc.) within the Addition or the Building prove to be insufficient or inadequate, the Addition shall pay all costs required to upgrade same so that same are sufficient and adequate to serve the Building and Addition.

(f) Pending subdivision and construction of the Addition, but ending, however, upon the termination date of the right to construct the Addition (as set forth at the first paragraph of this Paragraph 8), and in consideration of Lot 2 granting the right to allow construction of the Addition, (and however notwithstanding that the Footprint is then part of Lot 2), EMC shall incur all expense usually incidental to ownership of such real property including but not limited to all maintenance and payment of its apportioned share of the Lot 2 property taxes and insurance. EMC's obligation hereunder shall terminate upon the termination date of its right to construct the Addition under this Agreement.

(g) No construction of the Addition shall commence until EMC obtains approval for Lot 2 to be subdivided so that the Footprint shall (upon the next following reassessment in the Town of Manlius) become a taxable parcel separate and distinct from the balance of Lot 2. Upon such subdivision approval, the Lot 2 Owner(s) shall transfer title to the Footprint to EMC for the consideration specified in Paragraph 8(a) above. Such transfer shall be made by Bargain & Sale Deed with Covenant Against Grantors Acts and closing shall occur within thirty (30) days after the Owner of Lot 2 receives from EMC a request for closing together with a certified copy of the subdivision map evidencing such subdivision approval and showing that Lot 2 and the Footprint are two (2) separate tax parcels

and that such resubdivision map has been filed at the Onondaga County Clerk's Office. Title shall be transferred subject to all easements, rights of way, agreements and liens and encumbrances of record existing as of the date Lot 2 is transferred from EMC to the Northeast Medical Building Condominium Board of Managers or Association and further subject to any liens and encumbrances attaching as a result of the acts or omissions of the Board of Managers from such date to the date of transfer, however, excepting any such liens and encumbrances resulting from the acts of the requisite number of Unit Owners of the Northeast Medical Building Condominium which actions were not approved or ratified by the Board of Managers or EMC. In the event title to the Footprint is so encumbered, then the Unit Owners who voted in favor of such action causing the encumbrance shall indemnify EMC from and for any damages or liabilities resulting from the delay in or inability to obtain clear title to the Footprint. EMC shall pay for the cost of any abstract, tax or other search required for closing and shall reimburse the Lot 2 Owner at closing for any apportioned share of property taxes to accrue after closing and prior to the date of reassessment as a separate parcel.

9. Exhibit A Deemed Approved. Notwithstanding the general grant of rights hereunder, including the right of a Lot owner Burdened or Benefited thereby to have determined by arbitration certain issues in relation to the exercise of such rights, Construction & Installation and operation and use of the Facilities as specifically shown and provided for at Exhibit A (pages A-1 and A-2) and as approved by the appropriate design professionals and governmental authority(ies) are hereby agreed to.

10. Special Rights of DELLAS. In addition to the foregoing general grant of easement set forth at Paragraph 1(a), and the provisions of Paragraph 9 regarding the acknowledgment and agreement as to Facilities to be installed and constructed as set forth at Exhibit A, EMC and DELLAS acknowledge and agree to the following:

(a) DELLAS retains the one time right to have the portion of Lot 3 north of access road "EMED A" (as shown on Exhibit A) re-graded by EMC at EMC's sole cost and expense (due to re-grading, filling, etc., performed by EMC during the course of its construction). Same shall be graded to a building lot grade designed by DELLAS at their cost and expense, and as approved by the appropriate design professionals and governmental authorities having jurisdiction over same and further provided that any additional fill (i.e., not located on Lot 3) requested by DELLAS shall be supplied at their own cost and expense. Removal of any excess fill shall be the responsibility of EMC. Such right shall be exercised no later than July 31, 1999;

(b) EMC shall, at its own cost and expense, install curb cuts for the access roads ("EMED A" & "EMED B" as shown on Exhibit A) as designated by DELLAS and approved by the appropriate design professionals and governmental authorities having jurisdiction over same;

(c) As deemed reasonably necessary for the use of Lot 3, a portion of Lot 1 shall be utilized (at a location near the northeast corner of Lot 3 at Burdick Street) for surface/storm water drainage and/or detention, subject to the provisions of Paragraph 1(a) hereof, and also subject to the approval of the appropriate design professional(s) and governmental authorities having jurisdiction over same.

(d) The provisions of this Paragraph 10 shall not result in any costs to Lot 2 nor, except for the possibility that the curb cuts referred to in subsection "b" above may be located on Lot 2, result in any burdens on Lot 2.

11. Exclusivity, Lots 1, 2 & 3.

(a) Lots 1 and 2 are hereby granted exclusivity as against Lot 3, restricting Lot 3 so that same may not be used for any medical, health care, and/or related purposes, including for an ambulatory surgery center, or for skilled nursing center use (i.e., a nursing home, assisted or enriched living facility, or a senior citizen project similar to the "Janus Park" project at North Medical Center, Town of Clay, New York). This exclusive right is enforceable for a period of ten (10) years deemed commencing on June 16, 1995 and ending on June 15, 2005. At the expiration of such period, Lot 3 may be used for such use, however, also subject to EMCs, its successors, successors-in-title, and/or assigns or affiliates right of first refusal to purchase same as set forth at Paragraph 10(b). The foregoing restriction shall be extended for an additional ten (10) year period, commencing upon expiration of the initial ten (10) year period, in the event that the Lot 3 Owner sells or otherwise transfers any portion of or interest in such Lot during the initial ten (10) year period, to an individual or entity other than Ted Dellas, John Dellas, Nick Dellas (the original signatories to the AJM Management Services, Inc. - Dellas Option Contract for the purchase of the Premises), their spouses or children, any trustee/beneficiary of the Spyros Dellas Exemption Trust, or to a corporation or limited liability entity owned in substantial or controlling part by any or all of the foregoing.

(b) EMC, or its expressly designated successors, successors-in-title, assigns, and/or affiliates shall have a Right of First Refusal in relation to Lot 3 as follows, for a period of twenty (20) years from June 16, 1995 upon terms and conditions as follows:

(i) if during the term of this right of first refusal, Lot 3 shall receive a bona fide offer to purchase or land lease Lot 3 or any portion thereof, which Lot 3 desires to accept, Lot 1 shall notify EMC in writing of such bona fide offer stating the price and other terms thereof. EMC shall have thirty (30) days following the Notice within which to notify Lot 3 in writing as to whether EMC desires to purchase or land lease same at the same price and on the same terms as contained in the bona fide offer received by Lot 3. This tight of first refusal with respect to land leases shall not apply to occupancy or building leases.

(ii) any neglect or failure on the part of the EMC to respond to Lot 3's Notice of the bona fide offer shall be conclusively deemed to be an election not to purchase or lease Lot 3, or the portion thereof. If EMC elects to purchase or land lease Lot 3 or the portion thereof, Lot 3 shall convey same to EMC for the price and on the terms contained in the bona fide offer. If EMC elects either directly or indirectly not to purchase or land lease same in accordance with the terms and conditions of the bona fide offer, then Lot 3 shall be at liberty to sell and convey or land lease same for a price equal to or in excess of that contained in the bona fide offer and under no less onerous terms and conditions.

(iii) in the event and upon EMC's exercise of said right to purchase or land lease same in the manner hereinabove provided, a contract for the sale and purchase (or land lease, as the case may be) of the property shall be deemed to exist requiring a transfer of title by warranty deed with lien covenant (or lease of the premises, as the case may be) and subject only to easements, conditions, covenants and

restrictions of record, utility easements benefiting the property, pole and wire easements of record and zoning and use restrictions.

(c) Lot 3 is hereby granted exclusivity as against Lots 1 and 2 restricting and prohibiting the use of same for commercial purposes not specifically permitted in Paragraph II(a) hereof for a period of three and one-half (3½) years deemed commencing as of the 16th day of June, 1995. However, this provision shall not be deemed violated by the construction, lease, or sale of improvements thereon which improvements are capable of such restricted commercial use provided that during the three and one-half (3½) years restrictive period hereof there is no lease or sale of same for such restricted use, nor publication, advertisement, or solicitation for the lease or sale of same for such restricted use.

12. Exclusivity, Survey Center Unit. The Surgery Center Unit shall have the exclusive right for use as an ambulatory surgery center as against Lots 1, 3 and the remainder of Lot 2 restricting their use as follows:

(a) With respect to the restriction against Lot 3, the general restriction on medical or related issues set forth at Paragraph II (a) hereinabove shall preclude such use by Lot 33 as set forth therein;

(b) With respect to the restriction against Lot 1 and the remainder of Lot 2, the Surgery Center Unit shall have the exclusive right for use and operation of an ambulatory surgery center precluding such use on Lot 1 and the remainder of Lot 2.

For purposes of this Paragraph 12, "use" as an "ambulatory surgery center" shall have the meaning set forth in the Plan.

12A. Possible Removal of Surgery Center Unit's Exclusivity for Ambulatory Surgery Center.

1. The provisions of Paragraph 12A shall only apply if one of the following events shall occur:

(a) The Surgery Center Unit does not, on or before 5 years from the date of the execution hereof obtain a Certificate of Need from the State of New York Department of Health ("CON") to allow the operation of an ambulatory surgery center within a part of the Surgery Center Unit, provided, however, if within said five (5) year period the legal requirement to obtain a CON before operating an ambulatory surgery center is removed, by legislation or otherwise, then this Paragraph 12(A)(i) shall be deemed deleted from this Agreement; or,

(b) An ambulatory surgery center is not being operated at the Surgery Center Unit within 60 days after Final Completion of Phase 2 (as the terms "Final Completion" and "Phase 2" are defined in the Contract dated as of June 5, 1997 between ST. JOSEPH'S and EMC (the "Contract")), which Contract relates to the construction by EMC of the Surgery Center Unit;

(c) If prior to the 5th Anniversary of this Agreement, the Owner of Unit 201 (as hereinafter defined) gives Notice to EMC advising EMC that the Owner of Unit 201 has not received a CON and has determined to cease its efforts to do so, and no longer intends on operating an ambulatory surgery center of Unit 201; or,

(d) Within 30 days after the issuance of a CON, the Owner of Unit 201 fails to elect to commence construction of Phase 2, provided, however, that before such failure to elect shall be deemed an event which shall make Paragraph 12A apply, the Owner of Unit 201 shall receive ten (10) days prior written notice from EMC which notice shall specifically refer to this Paragraph 12A(1)(d), and shall state that failure to so elect, within ten (10) days of receipt of such written notice, shall cause Paragraph 12A to apply, [if the Owner of Unit 201 shall elect to commence construction of Phase 2 within said ten (10) day period, this Section 12A shall no longer apply].

Notwithstanding anything set forth herein: (i) if the CON is issued but the ambulatory surgery center is not being operated at Unit 201 within the time limitations set forth at Paragraph 12A(1)(b) above as a result of EMC's default under, or breach of its obligations under the Contract, then EMC and its successors and assigns shall have no rights under, and the Owner of Unit 201 shall have no obligation under, this Paragraph 12A; and (ii) upon the opening of an ambulatory surgery center at Unit 201, EMC and its successors and assigns shall have no rights under this Paragraph I2A, the Owner of Unit 201 shall have no obligations under this Paragraph 12A, and this Paragraph 12A shall be deemed deleted from this Agreement.

2. As used in this Paragraph 12A, the following terms shall have the following meanings:

(a) The term "Commencement Date", as used in this Paragraph 12A shall mean the earliest date upon which any of the events described in Paragraph 12(A)(1) above shall occur.

(b) "Unit 201" shall mean the Unit shown as Unit 2.01 on the floor plans for the "2nd Floor" attached as Part of Section E of Part II to the Condominium Offering Plan, which Unit contains approximately 20,630 square feet but shall not include the basement space located below Unit 101. In the event any sale is required to be made under this Paragraph 12A, prior to such sale, the then Owner of Unit 201 may convey all of its right, title and interest into said basement space to the Owner of Unit 101; or otherwise retain or convey its rights to said basement.

(c) The term "Buyback Period" shall mean the 3 year period commencing on the Commencement Date, and terminating 3 years thereafter.

3. In the event the Commencement Date shall occur, then, in such event, anytime within the Buyback Period, but not thereafter, EMC shall have the right to offer to purchase Unit 201, by delivering notice thereof to the Owner of Unit 201 within the Buyback Period (the "Notice of Offer"). Within 60 days of its receipt of the Notice of Offer, the Owner of Unit 201 shall give Notice to EMC (the "Notice of Election"), in which the Owner of Unit 201 shall elect to either: (i) accept EMC's offer and sell Unit 201 to EMC at the purchase price and other terms and conditions set forth in subsection 4 below (the "Notice to Sell"); or (ii) not sell Unit 201 to EMC (the "Notice to Not Sell").

If the election is made not to sell Unit 201, then: the Surgery Center Unit's rights under Paragraph 12 shall be deemed canceled and null and void as of the date said election not to sell is made.

In the event the Owner of Unit 201 elects to sell Unit 201 to EMC, then the provisions of Paragraph 12(a) and (b) shall remain in full force and effect and EMC shall be obligated to purchase Unit 201 and the Owner of Unit 201 shall be obligated to sell Unit 201 under the terms and conditions set forth in subsection 4 below. If no Notice of Offer is received by the Owner of Unit 201 within the Buyback Period, EMC shall have no further rights under this Paragraph 12A, and the provisions of Paragraph 12(a) and (b) shall remain in full force and effect..

In the event the Commencement Date shall occur, then on and after the Commencement Date, the restrictions set forth in Paragraph 7(C) of the Declaration, as said restrictions were modified by Section 6(C) of Amendment No. 1, to the Offering Plan, shall be deemed canceled and null and void.

4. In the event that the Owner of Unit 201 elects to accept the Notice of Offer and sell Unit 201 as provided above, then the following provisions shall apply:

(a) Closing shall occur within 90 days of the date the Owner of Unit 201 gave its Notice of Election to sell Unit 201 to EMC;

(b) The purchase price shall be determined and set as of the Commencement Date and shall be: (1) $7,322,250.00 or such higher amount as ST. JOSEPH'S pays to EMC for Phase 1-201 and Phase 2 under the Contract subject to deduction, if any, therefrom (at the monthly rate of .2778% for each full month which has elapsed between (i) the second anniversary of the date of acquisition of title of Unit 201 by St. Joseph's and (ii) the Commencement Date, plus (2) the costs incurred by the Owner of Unit 201 to improve the interior of Unit 201, but only if incurred after the six (6) month anniversary of the Commencement Date and prior to the closing hereunder);

(c) Title to Unit 201 shall be transferred by Bargain and Sale Deed with covenant against grantor's act subject to the same easements, covenants and restrictions of record that existed on the date St. Joseph's acquires title from EMC together with any other exceptions that may appear as of record which do not render title to Unit 201 not good and marketable. The Owner of Unit 201 (hereinafter in this §12A(4c) only, "Seller") shall supply EMC (hereinafter in this §12A(4)(c) only, Purchaser") with an updated Abstract of Title, Property Tax Search, appropriate corporate resolutions and any other transfer and related documents usually supplied by a seller in such transactions. The Purchaser shall, within thirty (30) days of its receipt of the Abstract of Title, examine title and advise Seller of any defects therein. In the event that the title shall not be found to be good and marketable, and Notice is sent by Purchaser to Seller within said thirty (30) day period, the Seller shall make such title good and marketable within a reasonable time after receipt of notice of defects but in any event prior to Closing. In addition, on or before thirty (30) days prior to the Closing date, the Seller shall furnish the Purchaser with a continuation of the abstract of title, such continuation to show Seller's title to be currently good and marketable. In the event the abstract continuation shows any defect(s) in title which have been recorded since the last certification date in the Abstract originally delivered, the Seller shall cure such defect(s) and furnish the Purchaser with adequate evidence

thereof within fifteen (15) days from Purchaser's Notice to Seller of said objection. EMC shall not object or raise as an issue of whether title is good and marketable any item that existed on the date title to Unit 201 was conveyed by EMC to ST. JOSEPH'S.

Seller may make title good and marketable and/or may cure any defect or alleged defect and title shall be deemed good and marketable if a good and reputable title company is willing to insure same in accordance with its standard form of fee title policy (including marketability of title), subject only to the matters provided for in this Agreement and Purchaser shall be obligated to accept said policy as conclusive evidence of good and marketable title and the cure of any alleged or existing defect. In said event, Seller shall bear the cost of the fee policy premium and the cost of a rider or endorsement, which will ensure that Purchaser may obtain a reissue of said fee policy in the event that Purchaser subsequently sells, transfers or mortgages the Property. However, in the event that Purchaser or Purchasers lender requires or obtains a mortgage policy of title insurance, Seller shall only be obligated to pay for the difference in premium between the premium cost of the simultaneous issue of both fee and mortgagee policy (together with the reissue endorsement) and the cost of the mortgagee premium if same were to be issued and paid alone. Further, that in the event of a dispute between Seller and Purchaser as to whether there is a cloud on Purchaser's title or whether Seller's cure is insufficient or whether such cloud existed when EMC conveyed title to Unit 201 to ST. JOSEPH'S, thus requiring Seller to purchase and provide a fee policy with endorsement for reissue, the parties agree to submit the dispute to Monroe Abstract and Title Corporation, 333 E. Onondaga Street, Syracuse, New York (or such other title company as the parties may agree) for a determination as to whether Sellers assertion is valid. The cost of a title examination by Monroe shall be borne by the Seller if title is determined to be clouded and such cloud arose after EMC conveyed title to Unit 201 to ST. JOSEPH'S and by Purchaser if title is determined not to be clouded or if such cloud existed when EMC conveyed title to Unit 201 to ST. JOSEPH'S. This determination shall be final and binding upon the parties. Seller may secure title insurance and reissue endorsement for the fee interest from a title company of its choice. In the event Purchaser is securing a mortgagee policy from a different company Seller and Purchaser shall cooperate in order to secure a simultaneous issue premium rate. Any attempts by Seller to cure an objection to title shall not be construed as an admission by Seller that such objection is one which would give Purchaser the right to cancel this Agreement. Seller shall not be Obligated to bring any litigation to clear title. If title can only be cleared by litigation or if title is determined to be clouded and such cloud arose after EMC conveyed title to ST. JOSEPH'S and is not cured within the time period permitted above, then Seller or Purchaser may elect to cancel this Agreement and in such event Seller shall refund to Purchaser any monies paid to Seller (if any) prior to said date in connection with this specific transaction, together with interest at the rate of six percent (6%) per annum, and any costs and expenses reasonably incurred by Purchaser to recover said monies.

(d) All adjustments shall be made as of the closing date.

5. If EMC fails to timely close or otherwise breaches its obligation to timely purchase Unit 201 as set forth above, then in addition to any other remedy at law or in equity the Owner of Unit 203 may have, it is agreed that the exclusivity provision set forth at Paragraph 12(a) and (b) shall remain in full force and effect, and the Owner of Unit 201, at its sole discretion, shall have the right to declare the provisions of this Paragraph 12A null and void and declare any prior actions taken in accordance with this Paragraph 12A to be null and void and if so declared, such declaration(s) shall be binding on EMC, its successors and assigns.

6. If the Owner of Unit 201 or EMC shall either fail to comply with the provision hereof, the non-defaulting party may enforce its right by asking for specific performance.

7. Unless and until the Owner of Unit 201 shall give a Notice to Sell, as set forth above, nothing set forth in this Paragraph 12A or elsewhere in this Agreement shall be deemed to restrict the right of the Owner of Unit 201 to sell, lease, sublease or otherwise convey, mortgage, or otherwise dispose of all or any of its right, title and interest in and to the Surgery Center Unit, including without limitation, Unit 201, it being agreed, however, that all such conveyances, leases and mortgages of Unit 201 shall be subordinate and subject to the terms of this Agreement and the covenants set forth herein shall run with the land.

13. Parties Bound - Benefiting Hereby Enforceability. Except as otherwise set forth herein by specific reference to EMC and DELLAS by name rather than as a "Lot", "Unit", Surgery Center Unit, "Unit 201", or "Addition" or "Owner" thereof; the provisions hereof shall be effective upon execution of this Agreement, shall run with the land and shall inure to the benefit of and be binding and enforceable upon and by the owner of a respective Lot, the Surgery Center Unit, Unit 201, the Addition, a Unit and any/or Owner(s) thereof, their successors, successors-in-title and/or assigns, their estates and heirs, and for the benefit of their tenants, occupants, customers, clients, officers, employees, contractors, agents, patients, licensees, guests and invitees whatsoever, and shall remain in full force and effect and unaffected by any change in ownership change of use, demolition, reconstruction, expansion, or other circumstances. ST. JOSEPH'S shall only have obligations under this Agreement while it is the Owner of the Surgery Center Unit. In the event of a resubdivision creating additional lots from that shown on Exhibit A, the provisions of Paragraph 5(d) shall apply with respect to the newly created boundary or lot lines in relation to any future Repairs & Maintenance or Construction & Installation. Except as specifically stated otherwise herein, this Agreement shall be and remain in full force and effect through and after the date of any subdivision, and regardless of whether lots are further subdivided or combined from that shown on Exhibit A and in particular in the event Lot 3 is subdivided before or after the effective date hereof by the access road, thereby creating Lots 3 and 4, the provisions hereof as they apply to Lot 3 shall apply to Lots 3 and 4.

14. No Public Dedication. Non-Impairment of Owner's Rights. This instrument is not intended to, and should not be construed to, in and of itself, dedicate any of the said easement areas granted hereunder to the general public, nor shall this instrument be construed to otherwise restrict the use and development of the Lots except as stated herein. Without limiting the generality of the foregoing and subject to the specific limitations contained herein or in any other recorded instruments, agreements, or covenants affecting same, the Lots shall otherwise have the right to expand, alter, modify, or demolish all or part of any of the improvements they propose to construct or have constructed on the Lots or to develop said parcels in any manner they see fit, it being the intent of this instrument to grant reciprocal easements over drives, sidewalks, and other common areas and facilities on certain Lots hereof as they exist from time to time without otherwise limiting the right of the Owners of said Lots to alter, demolish, or redevelop said areas.

15. Certificate of No Default(s). Upon the written request of any Lot or Unit(s), any other Lot or Unit shall execute and deliver, within ten (10) days after receipt of such request, a certificate certifying that there are no known defaults under this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses.

16. Agreement to be Recorded. This Agreement and any amendment, modification, award, decree or order in furtherance of and as provided for hereunder, shall be recorded in the public records of Onondaga County, and shall bet deemed prior in title to any ground lease, deed of trust or mortgage which is now or may hereafter be placed upon any of Lots 1, 2 or 3.

17. Illegality, Invalidity and Severability. Should any section or any part of this agreement be rendered void, invalid, or unenforceable by any arbitration panel or court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.

18. Attorney's Fees to Prevailing Party. In the event of any litigation or arbitration whatsoever concerning any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, including but not limited to the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, disbursements and costs incurred therein, or in the enforcement of and/or collection of any judgment or award rendered therein. The prevailing party means the party determined by the arbitrator or Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor judgment or award is rendered. In the event of any material breach or default by a party under this agreement, such defaulting or materially breaching party shall pay all the expenses and attorneys fees incurred by any other party in connection with such breach or default, whether or not any litigation or arbitration is commenced.

19. Arbitration. Provisional Remedies. Any and all issues or disputes hereunder whatsoever, including but not limited to any issues of interpretation, material or unreasonable interference, violative conduct, damages, location of rights/easements granted, the reasonableness of or necessity for same, liability for performance and/or expense of Construction & Installation or Repairs & Maintenance of (a) Benefiting or Burdened Lot Owner, denial of the CON, removal of legal requirement for a CON or any other issue whatsoever, shall be determined by compulsory tripartite arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and Articles 75 and 78 of the Civil Practice Law & Rules of the State of New York (as same shall be amended or replaced) upon a twenty (20) day prior written Notice and demand of any party affected thereby. Notwithstanding same, any affected party may, as and if otherwise appropriate and legally permissible, seek provisional remedies or temporary injunctive relief via a judicial action or proceeding to the extent that arbitration will not adequately address such issue(s) in a prompt and expedited manner. The award of the arbitrators shall be final and binding, except where a request for judicial review is sustained based upon a ground set forth in CPLR. 7511 (b) (1), 7511 (c) or 7803 (as same shall be amended or replaced). Unless the court has issued a stay, restraining, or similar order pending such review, the award of the arbitrators shall be binding and enforceable unless and until modified, reversed, or vacated by the Court. The agreement and undertakings by each party hereto may be enforceable by specific performance, it being agreed that an action for money damages alone may not be an adequate remedy for a breach of this Agreement. In the event a request for specific performance 's made hereunder, the arbitration panel provided for hereunder may award same, however subject to the provisions hereof regarding judicial review of an arbitration award.

24. Indemnification. Each party and Lot bound hereby shall indemnify, defend, and hold the others harmless from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses whatsoever, including but not limited to, attorney's fees, arising out of or due to (a) any negligent or other wrongful act or omission by such Lot or party, or by their contractor, agent or other acting on their behalf, or, (b) any contractual liability or obligation hereunder, or (c) a default hereunder or (d) a breach of any duty, obligation, representation, restriction, warranty or covenant contained in or required under this Agreement, or (e) and any and all actions, suits, proceedings, demands, assessments, damages, judgments, costs and expenses incidental to any of the foregoing.

21. Notice. Any notice, request, approval, consent or other communication whatsoever which may be given or is required to be given under the terms of this Agreement ("Notice") shall be in writing, and shall be transmitted either by personal delivery to the respective party, Lot or Unit Owner or via certified mail, return receipt requested, as follows: to the respective party, Lot or Unit Owner, at such party's address as (and if) set forth on the first page of this Agreement or at the mailing address of the respective Lot or Unit Owner pursuant to the most current assessment records of the Town of Manlius as such records exist on the date such Notice is to be given. Any Notice to ST. JOSEPH'S shall be sent to the attention of the Chief Executive Officer. Notice by mail shall be deemed delivered, effective, sent, made or received two (2) business days after the date of mailing. Any reference in this Agreement to a tender, notice, demand, request, application or communication between or among a Lot or Unit Owner thereof or the parties hereto deemed to require such communication by a Notice as provided

for in this Paragraph 21. The above addresses may be changed by Notice from the party whose address is being changed and such address change shall be effective only upon actual receipt by the other party of the Notice of such change. Any time the Owner(s) of Lot 2 is (are) entitled m receive Notice, such Notice shall also be sent to the Owner of the Surgery Center Unit, who shall, have the same right to receipt of Notice as a Lot Owner.

22. Notwithstanding any other provision set forth in this Agreement no rights granted hereunder to any Lot shall result in the reduction of any parking spaces for Lot 2, as that parking is shown on Exhibit A, page A-1 and no additional easements or rights-of-way for roadways, to benefit Lot 1 or Lot 3 shall be located on Lot 2) In the event of any violation of the provisions of this Paragraph 22, the defaulting party shall indemnify, hold harmless and defend the owner of the other Lots from and against all actions, liabilities, damages, claims or other losses resulted from such violation, and in addition to any other remedy at law or in equity, the non-defaulting Lot(s) shall have the right to obtain injunctive relief, it being agreed that money damages are insufficient in the event of a breach of this Paragraph 22.

23. **Relocation of Facilities**. All other provisions of this Agreement to the contrary notwithstanding, in the event Facilities benefiting other Lots have been constructed and installed in accordance herewith, and thereafter a Burdened Lot desires to relocate certain Facilities located on such Burdened Lot and which Facilities benefit any other Lots, such relocation shall be permitted subject to all of the following:

(i) such Burdened Lot shall be responsible for performance of Construction & Installation of such relocated Facilities subject to this Agreement including in particular but not limited to the provisions contained in Paragraphs 1(b), 2, 3, 4 and 5;

(ii) such Burdened Lot shall not interfere with nor terminate any Benefiting Lot's use of the Facilities to be relocated unless and until the newly Constructed & Installed relocated Facilities are fully operational and capable of providing the same capacity of use as the Facilities being replaced;

(iii) the Total Cost of Construction & Installation of the relocated new Facilities, all cost and expense of removal of the replaced Facilities, restoration of the Burdened Lot and any other Lot(s) damaged by such removal and relocation shall be incurred and paid for by the Burdened Lot at its sole cost and expense;

(iv) the Burdened Lot performing the Construction & Installation of such relocated Facilities shall be responsible for any and all damage(s) resulting from its acts or omissions (committed during the course of such removal and/or Construction & Installation) in accordance with Paragraph 20 of this Agreement.

24. Legal Description. A legal description of the Parcel is attached hereto and made a part hereof as Exhibit B.

9500-07-00080

EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town of Manlius, County at Onondaga and State at New York and more particularly bounded and described as follows: Commencing at a point in the center line of North Burdick Street which center line is also the easterly line of said Lot No. 64, which point is 2890.3 feet northerly from the north line of Genesee Street; thence North 79 degrees 42' 30" West along a northerly line of lands of Andrea Acres, Inc., 495.33 feet to an iron pipe; thence North 8 degrees 15' 00" East along a fence, along an easterly boundary line of lands of said Andrea Acres, Inc., 441 feet to an iron pipe; thence North 82 degrees 27' 00" West along a fence marking a northerly boundary line of lands of Andrea Acres, Inc., 2088.25 feet to the westerly line of the premises of the grantors, which westerly line Is the easterly line of the "Homewood" Tract according to Map No. 2019 thereof filed in Onondaga County Clerk's Office; thence North 7 degrees 34' 25" East along the westerly line of grantors' premises, which westerly line is also the easterly line of said "Homewood" Tract, and as the same is extended and prolonged 1846.06 feet to the center line of Cedar Bay Roads; thence S. 74 degrees 51' 20" East along said center line 953.39 feet; thence continuing along said center line South 80 degrees 09' 20' East 488.84 feet; thence continuing along said center line South 72 degrees 19' 00" East 506.26 feet; thence South 37 degrees 51' 50" East 469.55 feet; thence South 53 degrees 24' 20" West 24.75 feet: thence South 28 degrees 04' 50" East 67.60 feet; thence on a curve to the right with radius of 920.18 feet and whose chord is South 14 degrees 19' 40" East 697.34 feet, a distance of 715.21 feet; thence South 3 degrees 07' 20" East 52.13 feet; thence South 82 degrees 03' 40" East 24.75 feet to the center line of North Burdick Street; thence South 7 degrees 51' 30" West along said center line of North Burdick Street 975.79 feet to the point and place of beginning, containing 100.07 acres of land, more or less.

Together with any contiguous gores of land in which grantors may have any right, title or interest.

EXCEPTING AND RESERVING THEREFROM, **ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Manlius, Onondaga County, State of New York, and being situate in Farm Lot 64 of said Town, bounded and described as follows:

BEGINNING at a point in the westerly line of North Burdick Street, as widened by a conveyance to the County of Onondaga and recorded in Book of Deeds 2538 at Page 700 in the Onondaga County Clerk's Office on June 25, 1974, at the intersection of said westerly line with the northerly line of a parcel of land conveyed to Robert Ryan as recorded in Book of Deeds No. 2636 at Page 694 in the Onondaga County Clerk's Office, (said northerly line being also the southerly line of a parcel of land conveyed to Speros Dellas, et. al. and recorded in Book of Deeds No. 2306 at Page 575 in the Onondaga County Clerk's Office on July 9, 1966); running thence North 6 degrees 32' 26" East a distance of 190.64 feet along the Westerly line of North Burdick Street to an angle point therein; thence North 7 degrees 48' 44" East a distance of 109.60 feet along said westerly line of North Burdick Street to a point therein which is the southeast corner of a parcel conveyed by Dellas to Joseph J. Romano by deed dated June 19, 1984 as recorded in the Onondaga County Clerk's Office on July 10, 1984 in Book of Deeds No. 3103 at Page 250; thence North 79 degrees 42' 30" West a distance of 261.74 feet to a point; thence South 7 degrees 51' 30" West a distance of 100.00 feet to a point in the northerly line of said parcel conveyed to R. Ryan, aforementioned, (being also the southerly line of lands conveyed to Dellas, aforementioned); thence, South 79 degrees 42' 30" East along the

northerly line of said parcel conveyed to R. Ryan (and the southerly line of the parcel conveyed to Dellas) to the point and place of beginning.

Together with all of the right, title and interest of grantor, if any, in and to the lands lying between the aforementioned westerly line of North Burdick Street and the original centerline of North Burdick Street as it existed prior to the widening by conveyance in 1974.

Being and intending to describe a portion of the property conveyed to the grantor herein by Bertha T. Palmer, Catherine J. Langenmayr and Everett L. Palmer by deed dated July l, 1966 in Book of Deeds No. 2306 at Page 575&c.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Lot 64 in said Town and being more specifically described as follows:

BEGINNING at a point in the westerly line of North Burdick Street, as widened by a conveyance to the County of Onondaga and recorded in Book of Deeds 2538 at Page 700 in the Onondaga County Clerk's Office on June 25, 1974, measured on the following courses and distances from the intersection of said westerly line with the northerly line of a parcel of land conveyed to Robert Ryan and recorded in Book of Deeds 2626 at Page 694 in the Onondaga County Clerk's Office, (said northerly line being also the southerly line of a parcel of land conveyed to Speros Dellas, et al and recorded in Book of Deeds 2306 at Page 575 in the Onondaga County Clark's Office on 7/5/66); North 6 degrees 32' 24" East a distance of 190.64 feet along the westerly line of N. Burdick Street to an angle point and North 7 degrees 48' 44' East a distance of 109.60 feet along the westerly line of N. Burdick Street to the place of beginning; running thence North 79 degrees 42' 30" West a distance of 261.74 feet to a point; thence South 7 degrees 51' 30" West a distance of 300.00 feet to a point in the northerly line or said parcel conveyed to R. Ryan, aforementioned, (being also the southerly line of lands conveyed to Dellas, aforementioned); thence North 79 degrees 42' 30" West a distance of 195.33 feet along the northerly line of said parcel conveyed to R. Ryan to a point; thence North 8 degrees 15' 00" East a distance of 529.86 feet to a point; thence South 79 degrees 42' 30" East a distance of 453.25 feet to a point in the westerly line of North Burdick Street, as widened; thence South 7 degrees 48' 41" West a distance of 230.01 feet along the westerly line of North Burdick Street to the place of beginning.

Containing 3.73 acres of land more of less exclusive of the highway.

Subject to an easement to Onondaga Water Authority recorded in Book of Deeds 2512 at Page 933.

Subject to any other easements and restrictions of record.

Recites: Being the same premises conveyed at set out No. 36.

9500-07-00080

41. East Medical Center, L.P., a New York Limited Partnership with offices located c/o AJM Management, 5100 W. Taft Road (Unit 5C), Liverpool, NY 13088

-to-

DB Real Estate of Fayetteville, a New York General Partnership with offices located c/o James Messinger, Esq., The Galleries of Syracuse, Suite 211, 411 South Salina Street, Syracuse, NY 13202

Warranty Deed with Lien Covenant
Dated: February 5, 1998
Ack.: February 5, 1998
Cons.: $1.00
Trans. Tax: Exempt
Rec.: March 25, 1998
Book 4227 Page 37

CONVEYS:

SCHEDULE A
Lots 3 & 4

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town of Manlius, County of Onondaga and State of New York and being more particularly bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town of Manlius, County of Onondaga and State of New York and being more particularly bounded and described as follows:

Commencing at a point on the westerly margin of North Burdick Street (variable width) at its intersection with the division line between the lands now or formerly of Joseph J. Romano as described in Book 3103 of Deeds at Page 250 on the south and the lands now or formerly of DB Real Estate of Fayetteville, Inc. as described in Book 3817 of Deeds at Page 188 on the north; thence along said margin the following two (2) courses: l) North 07 deg. 48 min: 36 sec. East, 210.20 ft. to a point; and 2) North 07 deg. 48 min. 36 sec. East, 90.00 ft. to the Point of Beginning; thence through the said lands of DB Real Estate of Fayetteville, Inc. the following six (6) courses: 1) North 82 deg. 03 min. 59 sec. West 298.46 ft. to a point of curvature; thence 2) along the arc of tangent curve to the right of radius 255.00 ft., length of 221.92 ft. and chord of North 57 deg. 08 min. 05 sec. West, 214.98 ft. to a point of reverse curvature; thence 3) along the arc of a reverse curve to the left of radius 517.00 ft., length of 452.14 ft. and chord of North 57 deg. 15 min. 26 sec. West, 437.87 ft. to a point; thence 4) North 08 deg. 00 min. 20 sec. East 254.01 ft. to a point of curvature; thence 5) along the arc of a tangent curve to the left of radius 94.00 ft., length of 7.26 ft. and chord of North 05 deg. 47 min. 32 sec. East, 7.26 ft. to a point; and 6) North 66 deg. 22 min. 43 sec. East, 690.23 ft. to a point on the said westerly margin of North Burdick Street (variable width); thence the following six (6) courses along said margin: 1) South 46 deg. 35 min. 54 sec. East 2.79 ft. to a point; thence 2) South 28 deg. 04 min. 50 sec. East 67.60 ft. to a point; thence 3) along the arc of a non-tangent curve to the right of radius 920.18 ft., length of 316.58 ft. and chord of South 26 deg. 44 min. 18 sec. East, 315.02 ft. to a point; thence 4) South 06 deg. 56 min. 07 sec. East 233.54 ft. to a point; thence 5) South 01 deg. 48 min. 14 sec. West, 196.26 ft. to a point; and 6) South 07 deg. 48 min. 36 sec. West 160.59 ft. to the point of beginning, containing 12.151 acres more or less.

43

FOR REFERENCE ONLY

DB REAL ESTATE OF FAYETTEVILLE, A NEW YORK LIMITED PARTMENTSHIP, C/O TED DELLAS, 6864 COLONIAL DRIVE, FAYETTEVILLE, NEW YORK 13066

TO

CANAL PROPERTIES II, LLC, A NEW YORK LIMITED LIABILITY COMPANY, C/O DOUGLAS E. ULRICH, 350 LINDEN OAKS, ROCHESTER, NEW YORK 14625

WARRANTY DEED
WITH LIEN COVENANT

DATED: SEPTEMBER 9, 2011
ACK'D: SEPTEMBER 9, 2011
CONSIDERATION: $1.00
REVENUE STAMPS: $3,000.00
REC'D: SEPTEMBER 21, 2011
@ 3:22 P.M.
BK. 5175 PG. 549

CONVEYS,

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN PART OF MILITARY LOT NO. 64 IN THE TOWN OF MANLIUS, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING LOT NO. 1 AS SHOWN ON THE CANAL PROPERTIES LLC SUBDIVISION FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON AUGUST 9, 2011 AS MAP NO. 11405 AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF NORTH BURDICK STREET (VARIABLE WIDTH RIGHT OF WAY) AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF MEDICAL CENTER DRIVE (90 FOOT WIDE PRIVATE RIGHT OF WAY); THENCE (1) SOUTH 07° 48' 36" WEST AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF NORTH BURDICK STREET A DISTANCE OF 210.20 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID LOT NO. 1; THENCE (2) NORTH 79° 42' 30" WEST AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT NO. 1 A DISTANCE OF 325.49 FEET TO A POINT; THENCE (3) NORTH 10° 17' 30" EAST A DISTANCE OF 197.45 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF MEDICAL CENTER DRIVE; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MEDICAL CENTER DRIVE THE FOLLOWING TWO COURSES AND DISTANCES; (4) EASTERLY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET AN ARC

ALLIED AMERICAN ABSTRACT CORP.

DISTANCE OF 18.19 FEET TO A POINT OF TANGENCY; (5) SOUTH 82° 03' 59" EAST A DISTANCE OF 298.46 FEET TO THE POINT AND PLACE OF BEGINNING.

HEREBY INTENDING TO DESCRIBE A PARCEL OF LAND CONTAINING 1.500+/- ACRES AND BEING LOT NO. 1 AS SHOWN ON A MAP ENTITLED "CANAL PROPERTIES LLC SUBDIVISION MADE BY PHILLIPS & ASSOCIATES, SURVEYORS, P.C., DATED JUNE 13, 2011, BEING FILE NO. 2735.011.

SUBJECT TO THE BENEFITS AND BURDENS OF THE RECIPROCAL EASEMENT (AND RELATED COVENANTS AND RESTRICTIONS) AGREEMENT FOR INGRESS AND EGRESS OVER MEDICAL CENTER DRIVE, A PRIVATE RIGHT OF WAY MADE BY EAST MEDICAL CENTER, L. P., D/B/A NORTHEAST MEDICAL CENTER, A NEW YORK LIMITED PARTNERSHIP, DB REAL ESTATE OF FAYETTEVILLE, A NEW YORK GENERAL PARTNERSHIP, ST. JOSEPH'S HOSPITAL HEALTH CENTER, A NEW YORK NOT FOR PROFIT CORPORATION, AND ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC., A NEW YORK NOT FOR PROFIT CORPORATION, DATED JUNE 5, 1997 AND RECORDED FEBRUARY 9, 1998 IN THE ONONDAGA COUNTY CLERK'S OFFICE IN BOOK 4216 OF DEEDS AT PAGE 102.

SUBJECT TO EASEMENTS, COVENANTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY, AFFECTING SAID PREMISES.

BEING A PORTION OF THE PREMISES CONVEYED TO THE GRANTOR HEREIN BY EAST MEDICAL CENTER, L.P., BY WARRANTY DEED DATED FEBRUARY 5, 1998 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE MARCH 25, 1998 AND RECORDED IN BOOK 4337 OF DEEDS AT PAGE 37&C.

ALLIED AMERICAN ABSTRACT CORP.

44

DB REAL ESTATE OF FAYETTEVILLE, A NEW YORK LIMITED PARTNERSHIP C/O TED DELLAS, 6964 COLONIAL DRIVE, FAYETTEVILLE, NEW YORK 13066

TO

DB REAL ESTATE FAYETTEVILLE LLC, A NEW YORK LIMITED LIABILITY COMPANY, 802 SOUTH CROUSE AVENUE, SYRACUSE, NEW YORK 13210

QUIT CLAIM DEED

DATED: OCTOBER 15, 2012
ACK'D: OCTOBER 15, 2012
CONSIDERATION: $10.00
REVENUE STAMPS: NONE
REC'D: MARCH 27, 2013
@ 11:18 A.M.
BK. 5233 PG. 385

CONVEYS, WITH OTHER PREMISES,

ALL THAT TRACT OR PARCEL OF LAND, BEING PART OF LOT NO. 64 IN THE TOWN OF MANLIUS, COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY MARGIN OF NORTH BURDICK STREET (VARIABLE WIDTH) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF JOSEPH J. ROMANO AS DESCRIBED IN BOOK 3103 OF DEEDS AT PAGE 250 ON THE SOUTH AND THE LANDS NOW OR FORMERLY OF DB REAL ESTATE OF FAYETTEVILLE, INC. AS DESCRIBED IN BOOK 3817 OF DEEDS AT PAGE 188 ON THE NORTH; THENCE NORTH 79 DEG. 42 MIN. 30 SEC. WEST ALONG SAID DIVISION LINE, 453.25 FT. TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF ROMANO ON THE EAST AND THE SAID LANDS OF DB REAL ESTATE OF FAYETTEVILLE, INC. ON THE WEST; THENCE SOUTH 08 DEG. 15 MIN. 00 SEC. WEST ALONG SAID DIVISION LINE, 88.86 FT. TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF DB REAL ESTATE OF FAYETTEVILLE, INC. ON THE NORTH AND FAYETTEVILLE MALL ON THE SOUTH; THENCE NORTH 82 DEG. 27 MIN. 00 SEC. WEST ALONG SAID DIVISION LINE, 438.79 FT. TO A POINT; THENCE THROUGH THE SAID LANDS OF DB REAL ESTATE

ALLIED AMERICAN ABSTRACT CORP.

OF FAYETTEVILLE, INC. THE FOLLOWING FOUR (4) COURSES: 1) NORTH 08 DEG. 00 MIN. 20 SEC. EAST 557.70 FT. TO A POINT; THENCE 2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT OF RADIUS 427.00 FT., LENGTH OF 373.93 FT. AND CHORD OF SOUTH 57 DEG. 17 MIN. 26 SEC. EAST, 362.10 FT. TO A POINT OF REVERSE CURVATURE; THENCE 3) ALONG THE ARC OF A REVERSE CURVE TO THE LEFT OF RADIUS 345.00 FT., LENGTH OF 300.25 FT. AND CHORD OF SOUTH 57 DEG. 08 MIN. 05 SEC. EAST, 290.86 FT. TO A POINT OF TANGENCY; AND 4) SOUTH 82 DEG. 03 MIN. 50 SEC. EAST 298.46 FT. TO A POINT ON THE SAID WESTERLY MARGIN OF NORTH BURDICK STREET (VARIABLE WIDTH); THENCE SOUTH 07 DEG. 48 MIN. 36 SEC. WEST ALONG SAID MARGIN, 210.20 FT. TO THE POINT OF BEGINNING, CONTAINING 6.879 ACRES MORE OR LESS.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND CONVEYED TO CANAL PROPERTIES II, LLC, BY THE GRANTOR HEREIN, BY WARRANTY DEED DATED SEPTEMBER 9, 2011 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE SEPTEMBER 21, 2011, IN BOOK 5175 OF DEEDS AT PAGE 549&C.

SUBJECT TO EASEMENTS, RIGHTS OF WAY, COVENANTS AND RESTRICTIONS OF RECORD, IF ANY, AFFECTING SAID PREMISES.

BEING A PORTION OF THE SAME PREMISES CONVEYED TO THE GRANTOR HEREIN BY EAST MEDICAL CENTER L.P., BY WARRANTY DEED DATED FEBRUARY 5, 1998 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE FEBRUARY 25TH, 1998 IN BOOK 4227 OF DEEDS AT AGE 037&C.

ALLIED AMERICAN ABSTRACT CORP.

County of Onondaga: ss.:

ALLIED AMERICAN ABSTRACT CORP., A New York Corporation hereby certifies to the record owners of an interest in or a specific lien upon the premises described in: **NO. 44** on the date hereof, and their successors in interest of record, that upon an examination of the records found in the **ONONDAGA** County Clerk's Office affecting said premises, that the setout designated herein by numbers **43** thru **44** inclusive, were the only instruments affecting or appearing to affect said premises in the following INDICES:

1. UNPAID **State** and **County Taxes XXXX TO XXXX**
   UNPAID **City** and **Local Taxes XXXX TO XXXX**
2. **Deeds, Mortgages,** including loan commissioners' mortgages, **Lis Pendens** and **Sheriff's Certificate of Sale,**
3. **FINANCING STATEMENTS, (UCC-1)** for security agreements attached to real estate for five years last past,
   PUBLIC WELFARE LIENS since January 1, 1966,
   FEDERAL TAX LIENS for ten years and 30 days last past,
   STATE CRIMINAL SURETY BONDS for ten years last past,
   INDIVIDUAL SURETY BONDS since August 31, 1942,
   COLLECTORS BONDS for three years last past,
   MECHANICS LIENS for one year last past, and,
   INACTIVE HAZARDOUS WASTE DISPOSAL SITES, since July 1, 1993, filed and/or recorded in the Onondaga County Clerk's Office; and,
4. **GENERAL INDICES** to Decedents estates in the office of the **SURROGATE OF ONONDAGA COUNTY,**
5. **FEDERAL JUDGMENTS** (where the United States or its Instrumentalities are a plaintiff) for twenty years last past,

against the names of the parties appearing in the within abstract, each during their respective record periods of interest from **JULY 11, 2011** at **8:00 A.M.** to the date hereof.

And that upon examination for ten years last past of the Judgment Indices in said County clerk's office, there are no Judgment or Transcripts of Judgments or State Tax Warrants docketed in said County clerk's office against the following named persons for the periods set opposite their respective names, except as shown:

DB REAL ESTATE OF FAYETTEVILLE)
JOHN DELLAS, PARTNER)
NICK DELLAS, PARTNER)
TED DELLAS, PARTNER)
SPEROS DELLAS EXEMPTION TRUST, AS PARTNER)
JOHN SPEROS DELLAS, TRUSTEE)
MARY DELLAS TRUSTEE) FROM JULY 11, 2011 TO MARCH 28, 2013
DB REAL ESTATE FAYETTEVILLE LLC) FROM AUGUST 26, 2005 TO AUGUST 26, 2015

This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains error and omissions insurance coverage of at least $1,000,000.00.

The Guaranty under this Certificate shall not be limited by time.

This certificate meets minimum recommended standards of the Onondaga County Bar Association in effect as of the date of this certificate.

IN WITNESS WHEREOF: ALLIED AMERICAN ABSTRACT CORP., has caused its seal to be affixed and this CERTIFICATE to be signed, by its Authorized Representative by Order of the Board of Directors, this 26TH DAY OF AUGUST, 2015 AT 8:00 A.M.

ALLIED AMERICAN ABSTRACT CORP.

By Michael F. Migliore
Authorized Representative

Abstract File No.: 151719

ALLIED AMERICAN ABSTRACT CORP.

Authentisign ID: [redacted]

119093

CONTRACT TO PURCHASE
CENTRAL NEW YORK INFORMATION SERVICE, INC.

THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. WHEN SIGNED, THIS DOCUMENT BECOMES A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, BUYER AND SELLER SHOULD SEEK THE ADVICE OF AN ATTORNEY.

MLS# 31541861 **. Buyer acknowledges that the information contained in the Multiple Listing Service ("MLS") is not guaranteed. Information contained in the MLS should be independently verified prior to the execution of the contract. The Greater Syracuse Association of REALTORS®, Inc. and the Central New York Information Service, Inc. are not responsible for the information contained in the MLS.**

Compensation is not set by law or any REALTOR® Association or MLS and that compensation to BROKER is fully negotiable.

CONTRACT TO PURCHASE made as of the 13 day of January 2026

BETWEEN:

Buyer(s): Brandon Jacobson

Buyer(s) Address : _____ (Hereinafter called "Buyer").

Seller(s): DB Real Estate Fayetteville LLC

Seller(s) Address: 802 S Crouse Ave Syracuse, NY 13210 (Hereinafter called "Seller").

The Parties agree as follows:

1. **PREMISES.** Seller shall sell and convey and Buyer shall purchase the real property, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as (mailing address) 111 Medical Center Drive Fayetteville NY 13066 in the _____ of Manlius County of Onondaga State of New York, being a _____ identified by Tax Map # 313889-086-000-0001-011-000-0000. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises including all plumbing, heating, lighting, bathroom and kitchen cabinets, mantels, doors, garage door openers and respective remotes, venetian blinds, shades, screens, curtain rods, awnings, storm windows, storm and screen doors, window boxes, mailbox, TV aerials, weather vanes, pumps, shrubbery, fencing, electronic fencing and transmitter and receiver, tool shed, built-in dishwasher, garbage disposal unit, built-in range and/or oven, built-in air conditioning equipment and installations, wall to wall carpeting and all other fixtures and fittings belonging to or used in the operation of the Premises and owned by Seller, and

Excluded from this sale are any of the following items that may be on the Premises: furniture, household furnishings, rented water softeners, air conditioning units installed in windows, and

_____

2. **PURCHASE PRICE**

Buyer agrees to pay Seller [redacted]d JD BJ

[redacted]) for the Premises, payable as follows:

JD BJ

Deposit:

$ [redacted] in the form of a Check to be held by GRG Gloria Realty Group until this contract is signed by Seller, at which time it shall become part of the Purchase Price and shall be deposited in a non-interest bearing account at M&T Bank or returned to the Buyer if this contract is not accepted. Seller directs and authorizes the holder of the Deposit to return it to Buyer in the event of a bona fide failure of any contingency in this Contract, after deducting therefrom and paying to Seller sums payable to Seller pursuant to Section 2 "Financing".

Cash Balance: [redacted] JD BJ

$ [redacted] cash on Closing (transfer of title). If Seller is a "foreign person" as defined in the Foreign Investment in Real Property Tax Act, Section 1445 of the Internal Revenue Code, as amended, and the Purchase Price exceeds $300,000.00, Buyer shall withhold from the sums due Seller at Closing, any amounts mandated by Section 1445, as amended, or by any other federal, state or local statute, rule or regulation concerning the sale of real property by nonresidents of the United States of America.

This form was prepared by Nicholas Conner using the INSTANET FORMS internet contract management service.

□ **Financing:**
$ _____ balance by Buyer obtaining, at Buyer's cost and expense, a _____ mortgage loan for a term of not less than _____ years. Buyer shall make good faith application for this mortgage within _____ days of the acceptance of this Contract. Buyer shall provide Seller with evidence of written approval of this mortgage, or reasonably satisfactory proof of financial ability to close, by _____ (the "Mortgage Commitment Deadline") or Seller may cancel this Contract at Seller's option by Notice as provided for herein. Buyer authorizes the Lending Institution or Mortgage Banker or Broker to provide a copy of written mortgage commitment with pre-closing conditions to the listing agent and selling agent as set forth in this contract. If following a good faith application by Buyer, this mortgage cannot be obtained for reasons other than appraised value of the Premises as evidenced by a denial letter from a lender which regularly makes residential mortgage loans in the county where the Premises are located, this Contract may be terminated by either party and the Deposit returned to the Buyer, less the actual costs incurred by Seller in updating the Abstract of Title, survey and obtaining tax searches, not to exceed $1,500.00, which costs shall be deducted from the Deposit.

□ **Mortgage Expenses:**
Buyer agrees to pay all sums required by Buyer's lending institution. At closing, Seller agrees to credit Buyer $ _____ toward actual Seller's Concessions (including only: loan origination or discount fees, mortgage application fee, mortgage tax, deed and mortgage recording fees, mortgage title insurance premium, appraisal fee, credit report and lender's attorney's fee, pre-payables and escrow) incurred by Buyer in this transaction.

□ **Assumption:** $ _____ balance by Buyer assuming and agreeing to pay an existing mortgage held by _____with an approximate balance of said amount, payable monthly in the sum of $_____ (which includes principal, interest at _____%, taxes, and all insurance.) Buyer agrees to reimburse Seller for any existing escrow account. Seller □ **will** □ **will not** be released from liability thereunder. □ **Seller** □ **Buyer** shall pay all expenses charged by the holder of the existing mortgage in connection with the release of Seller from liability and/or the assumption of the mortgage by Buyer.

□ **Purchase Money Mortgage:** The Buyer shall deliver a purchase money bond and _____ mortgage to the Seller at closing. This purchase money bond and mortgage shall be in the amount of $_____, shall be for a term of _____ years, shall bear interest at the rate of _____% per year, and shall be paid in monthly installments of principal and interest in the amount of $ _____. Principal balance shall be all due and payable _____ years from the date of closing. The formal purchase money bond and mortgage documents shall be drawn by Seller's attorney and approved by Buyer's attorney. The mortgage shall include a clause that it is assumable only with the consent of the Seller and there shall be no penalty for prepayment of all or part of the unpaid balance of the note.

□ **Credit Report- Financial Ability:** This contract is accepted by the Seller on the condition that Buyer furnish to Seller (1) a written credit report satisfactorily to Seller from an accredited credit reporting bureau at Buyer's expense, and (2) sufficient evidence to support Buyer's financial ability to make proposed mortgage payments (i.e., verification of employment, income tax returns, etc.). If Seller is not satisfied with Buyer's credit standing or with Buyer's financial ability to repay the mortgage, Seller may terminate this contract by giving Notice to the Buyer within _____ days after receipt of said credit report and evidence of financial ability and Buyer's deposit shall be returned.

3. **ACCEPTABLE FUNDS.** All money payable at closing under this Contract, unless otherwise specified, shall be paid in US funds by:
(a) Cash, but not over $500.00;
(b) Good certified check of Buyer drawn on, or official check issued by any bank, credit union (provided such check is drawn on a New York State bank), or savings and loan association having a banking office in the State of New York, payable to or endorsed by an original payee to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Buyer;
(c) Uncertified check of Buyer up to the amount of $1,000.00; or
(d) As otherwise agreed to in writing by Seller or Seller's attorney.

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

REAL ESTATE BROKERAGE FEE.

Listing Broker Canaan Realty.

Cooperating or Selling Broker GRG Gloria Realty Group.

Seller shall pay Listing Broker per listing agreement *or* _____ % of Purchase Price *or* $_____ (filled out by Listing Broker).

Seller shall pay Cooperating or Selling Broker 3 % of Purchase Price *or* $_____ (filled out by Cooperating or Selling Broker).

Buyer shall pay Listing Broker _____ % of Purchase Price *or* $_____.

Buyer shall pay Cooperating or Selling Broker _____ % of Purchase Price *or* $_____.

☐ Check here if Buyer or Seller is paying any additional compensation to any of the Brokers in this transaction and is not disclosed in this section.

The Deposit shall be applied towards the payment of the compensation

5. **SELLER'S REPRESENTATIONS.** Seller represents and warrants to Buyer that: (i) the personal property described in Section 1 is or at Closing will be paid for and owned by Seller free and clear of all liens and encumbrances; (ii) all plumbing (including septic systems, wells, and water pumps, if any), heating, air conditioning, electrical and mechanical systems and appliances will be in working order at the time of closing; (iii) Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract; and (iv) at the time of closing, the Premises shall be free of containers of hazardous substances (as those terms are defined under any federal, state, or local laws, rules or regulations pertaining to environmental regulations, contamination or cleanup): paints; household cleaning products; gasoline and used oil.

6. **TITLE DOCUMENTS.** Seller shall deliver to Buyer no later than thirty (30) days from the contract date an up-to-date Abstract of Title prepared by a title or abstract company authorized to do business in this State (and made in accordance with Onondaga County Bar Association Standards, if the property is within Onondaga County), made from the records of the County Clerk's Office and commencing with a Warranty Deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract. If the property is in Onondaga County, the Abstract of Title shall also certify to all easements, covenants and restrictions affecting the property recorded in 1945 or thereafter. Seller shall also provide a Tax Search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any.

Seller shall also provide an up-to-date instrument survey showing all structures and improvements upon the property. Said survey will show all courses and distances based on the deed of record and be tied into a fixed point, such as a road intersection or a tract line where applicable, and be certified to the Buyer, its lender and the title company.

If the Premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owner's or Mortgagee policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth.

In the event this Contract is terminated, the title documents shall be promptly returned to Seller or Seller's attorney by Buyer or Buyer's attorney. This provision shall survive the termination of the Contract

7. **MARKETABLE TITLE.** At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLMC title standards and taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein. Buyer has been advised that the Premises is, or may lie, in lands claimed by a Native American group and that fact shall not be raised as a defect in title.

8. **CLOSING.** The passing of title ("Closing") shall be held at the office of Buyer's lending institution or its attorney (or if none, at the office of the Seller's attorney) or as otherwise agreed, **on or about** TBD.

CLOSING DOCUMENTS. At the time of Closing, Seller shall execute and deliver to Buyer a Warranty Deed with lien covenant together with such other documents as may be required by law or reasonably requested by Buyer's attorney or lending institution.

10. **ADJUSTMENTS.** Prepaid or unpaid charges including but not limited to rents and security deposits, taxes, water and common charges, garbage removal fees and fuel oil and propane shall be prorated and adjusted as of 11:59 pm the day before Closing or 11:59 at the end of the last day of possession by Seller, whichever is later. Fuel oil and propane in storage shall be adjusted at the average market price at the time of Closing.

11. **RECORDING EXPENSES.** Buyer shall pay the applicable mortgage tax and deed and mortgage recording fees. Seller shall pay for the recording fees for any mortgage discharge, gains tax affidavit, and any title affidavit required, as well as the transfer tax, and any real property gains tax applicable to the transaction. For residential real property, the Buyer shall pay a tax of 1% of the purchase price if the purchase price is $1 million or more.

12. **PRE-CLOSING INSPECTION.** Buyer and their authorized agents shall have the right, at a reasonable time and upon reasonable notice to Seller, to inspect the Premises before closing. The purpose of this inspection is to establish that the Premises is in the same condition as it was as of the date of the Contract, subject to reasonable wear and tear, and that work required pursuant to the Contract, if any, has been completed. At the time of the pre-closing inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon and provide working smoke and carbon monoxide detectors.

13. **POSSESSION.** Unless otherwise agreed upon, possession of the Premises shall be delivered at closing. At the time of possession, the Premises shall be in broom clean condition, vacant with the exception of agreed upon tenants, free of debris and all personal property not included in the sale. At Closing, Seller shall deliver to Buyer all garage door openers, keys for the Premises, and provide security codes for any security systems. Until Closing, Seller shall perform ordinary lawn and landscape maintenance and snow removal.

14. **ASSIGNMENT.** This Contract may not be assigned by Buyer without Seller's written consent.

15. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other causes shall remain with Seller until Closing.

16. **MISCELLANEOUS.**
    a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.
    b. Until delivery of possession, Seller shall be responsible for any damage to the Premises and any water and utility services.
    c. Any errors or omissions in computation at Closing shall be corrected upon discovery.
    d. Only the representations contained in Section 5(i) and the provisions contained in Sections 16(b) and 16(c) shall survive the Closing and transfer of title.
    e. If Buyer's lender require repairs to the Premises, it is agreed that Seller shall pay _____% of said repairs and Buyer shall pay _____% of said repairs. If the cost of the repairs exceeds $_____ then _____ may terminate this Contract and the Deposit shall be returned to Buyer, unless the other party agrees to pay the excess. Any reinspection fee shall be paid by ☐ **Seller** ☐ **Buyer** ☐ **Split evenly by Seller and Buyer.**
    f. Pest inspection, if lender required, shall be paid by ☐ **Seller** ☐ **Buyer** ☐ **Split evenly by Seller and Buyer.**

17. **NEW YORK STATE AGRICULTURAL AND MARKET LAW** Section 310:
"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law."
Premises ☐ are ☒ are not located partially or wholly within an agricultural district.

LEAD BASED PAINT CONTINGENCY ADDENDUM AND DISCLOSURE. If the Premises was constructed prior to 1978, Buyer and Seller must complete and sign the Lead Based Paint Contingency Addendum and Disclosure Form, or this contract will not be binding.

19. **NEW YORK STATE REAL PROPERTY LAW** Section 242:
The above property ■ does □ does not have utility electric service available to it. This property □ is ■ is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: _____. The purpose of the surcharge is _____. The amount of the surcharge is $ _____. The surcharge is payable: □ Monthly, □ Annually, □ other basis _____.
The above property □ does ■ does not have uncapped natural gas wells.

20. **SELLER'S PROPERTY CONDITION DISCLOSURE.** Except as provided in Section 463 of the Real Property Law, Seller shall deliver a signed Property Condition Disclosure Statement to the Buyer or Buyers Agent prior to the signing by the Buyer of a binding contract of sale.

21. □ **A. HOME INSPECTION.** This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a satisfactory Home Inspection by a New York State Licensed Home Inspector, Architect or Engineer within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Home Inspection is unsatisfactory is received within the "Inspection Approval Period". If the Home Inspection is deemed unsatisfactory, Buyer and Seller have ____ calendar days to reach an acceptable agreement. Failure to do so terminates the contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. At the time of the home inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon. The Buyer will supply to the Seller, if requested, a copy of the Home Inspection Report.

□ **B. HOME INSPECTION WAIVED.** Buyer(s) Initial: _____/_____ The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Home Inspection. The Buyer waives the right to said Inspection.

22. □ **A. RADON TEST.** This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a Radon test indicating the Radon level to be the EPA standard of less than 4.0 pC/L, within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Radon levels exceed the EPA standards is received within the "Inspection Approval Period". If notice is given that Radon levels exceed EPA Standards, Buyer and Seller have ____ calendar days to reach an acceptable agreement. Failure to do so terminates the Contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. The Buyer will supply to the Seller, if requested, a copy of the Radon test.

□ **B. RADON TEST WAIVED.** Buyer(s) Initial: _____/_____ The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Radon test. The Buyer waives the right to said test.

23. □ **SUBJECT TO SALE OF BUYER'S PROPERTY (RECALL PROVISION).**

CONTINGENCY CLAUSE. This Contract to Purchase is contingent upon Buyer entering into a contingency free Contract to Purchase (financing contingency excepted) for the property now owned by Buyer at _____on or before _____ p.m. _____ . If Buyer is unable to successfully enter into such Contract to Purchase or remove such contingency by that date and time, then this contract, unless extended by mutual written agreement, shall be terminated and the deposit shall be returned to the Buyer.

RECALL CLAUSE. It is understood that the Seller may continue to show the Premises to prospective buyers. Should a bona fide written offer be accepted by Seller, subject to this contract, Buyer agrees to remove the above contingency clause within _____ hours of Notice or this contract shall be deemed terminated. Termination of this contract shall be automatic _____ hours from the time of Notice unless Notice of removal of contingency has been delivered by that time.
It is further understood and agreed that if Buyer removes the above contingency clause, Buyer agrees to:
□ provide proof reasonably satisfactory to Seller of financial ability to close the transaction, and
□ submit an additional deposit of $ _____, which shall become part of the purchase price. All deposits shall be non-refundable unless title does not pass by reason of the fault of the Seller.

☐ **SUBJECT TO CLOSING OF BUYER'S PROPERTY PURSUANT TO EXISTING CONTRACT.** This Contract to Purchase is subject to transfer of title pursuant to an existing contract on Buyer's property located at _____ on or before _____. If said transfer is not completed by that time, Seller shall within 72 hours either (1) return to the Buyer any deposits, and this contract shall thereupon terminate, or, (2) extend this contract for an additional _____ calendar days with closing and possession dates to be adjusted accordingly.

25. **WELL/SEPTIC TESTING.** In the event the Premises are serviced by a private well or spring, or septic system, this Contract is subject to Seller, at Seller's expense, providing to the Buyer at least 15 days prior to closing

- A septic dye test evidencing no leakage, or such test as may otherwise be required by the County Health Department or Municipality
- A well test showing a minimum flow rate of 3 gallon per minute for 2 hours, or such test as may otherwise be required by Buyer's lending institution
- A water quality test complying with the minimum standards for the lender and/or County Health Department or Municipality.

Seller shall provide all test results to Buyer. If any test results do not pass, Seller may repair/replace the system(s) at Seller's expense. However, if Seller is unwilling to repair/replace the system(s), Seller shall give Notice to Buyer within 3 days of receipt of failed test. Within 7 days of receipt of Notice from Seller, Buyer may terminate the contract on Notice. In the event Buyer terminates the contract, the deposit shall be returned to the Buyer.

26. ☒ **OTHER CONTINGENCY.** It is understood and agreed that this Contract is made contingent upon:
- Town approval within six months with a possible six month extension. Closing date three weeks after town of Manlius approval. See * below

JD * (2) 90-day extensions. If Buyer elects to exercise the extension(s), Buyer shall pay $10,000 per extension, which shall become non-refundable and will be credited toward the purchase price at closing.

BJ Buyer shall start the municipal approval process within 14 business days of contract acceptance and shall actively pursue approvals and provide monthly updates.

27. **NOTICE.** Any notice required under this Contract shall be in writing (the "Notice"). Service of such Notice shall be given to the other party, or that party's attorney or real estate agent, and shall be personally delivered, transmitted by facsimile, emailed, delivered by overnight courier or by certified mail.

28. **PERSONS BOUND.** This document and the addenda annexed hereto, when signed by both parties, shall be a binding contract. This Contract contains the entire agreement of the parties and may not be changed or modified orally but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents. In the event that a dispute arises or a breach occurs and a lawsuit is commenced by or against any one of the parties or by or against any Broker involved in this transaction, the prevailing party to such lawsuit shall be entitled to recover the costs of litigation, including but not limited to reasonable attorneys fees.

29. HOME EQUITY THEFT PREVENTION ACT.

A. Buyer ☐ intends ☐ does not intend to use the Premises as Buyer's primary residence.

B. If Buyer **DOES NOT** intend to use the Premises as Buyer's primary residence, then Seller represents that premises ☐ is ☐ is not in foreclosure (lis pendens filed or property is on active tax lien sale list) **OR** that Seller ☐ is ☐ is not in default for two or more months on Seller's mortgage payments and the contract includes a reconveyance arrangement.

If the Premises is not to be used as Buyer's primary residence **AND** if the Seller is in foreclosure **OR** in default on the mortgage payments for two or more months and there is a reconveyance arrangement, then the **HOME EQUITY THEFT PREVENTION ACT ADDENDUM** is to be executed by the parties hereto, which addendum shall be made a part of this Contract as if the same were to be set forth herein at length.

Initial here: Buyer(s) BJ / _____ Seller(s) JD / _____

THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

■ Disclosure Regarding Real Estate Agency Relationships; □ Seller's Disclosure of Property Condition;
□ Contract Addendum; □ Lead Based Paint Addendum; □ Required FHA/VA Addendum
□ Other:_____

This Contract is contingent upon approval by attorneys for Seller and Buyer. If either party does not identify an attorney and deliver a complete copy of this fully executed Contract to said attorney by two business days following execution of this Contract by all parties, this attorney approval contingency shall be deemed waived by that party. Each attorney shall have three business days exclusive of the day of receipt of a complete copy of this fully executed Contract within which to provide Notice of approval or disapproval of the Contract (the Approval Period). If party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed terminated and all deposits shall be returned. A conditional approval shall be deemed a disapproval unless assented to by the other party's attorney within three business days of receipt of the conditional approval. Written communication by attorneys pursuant to this provision shall bind their respective clients. If a party's attorney neither approves, conditionally approves nor disapproves this Contract by the end of the Approval Period, this approval contingency is deemed waived by that party.

The parties hereto have executed this agreement as of the date and year first above written.

Brandon Jacobson	01/13/2026	John Dellas	01/15/2026
Buyer Brandon Jacobson	Date	Seller DB Real Estate Fayetteville LLC	Date
Buyer	Date	Seller	Date

Chris Danaher	James H Messenger Jr.
Name of Buyer's Attorney	Name of Seller's Attorney
	315-471-3030
Attorney Phone Number & Fax Number	Attorney Phone Number & Fax Number
Attorney Email Address	Attorney Email Address
GRG Gloria Realty Group	Canaan Realty
Selling Company	Listing Company
10991229524	109918826
Selling Brokerage License #	Listing Brokerage License #
Gloria Barbano	Allen T. Olmsted
Selling Agent	Listing Agent
10491208824	37OL0750434
Selling Agent License #	Listing Agent License #
315-415-1146	315-682-4500 315-682-4214
Selling Company Phone Number & Fax Number	Listing Company Phone Number & Fax Number
Gloriarealtygroup@gmail.com	canaanrealtyny@gmail.com
Selling Agent Email Address	Listing Agent Email Address

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

Initial here: Buyer(s) BJ / _____ Seller(s) JD / _____

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NEW YORK
STATE OF
OPPORTUNITY.

Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

CANAAN REALTY

NYLand.forsale

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status.** Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: https://dhr.ny.gov/contact-us, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

NEW YORK
STATE OF
OPPORTUNITY.

Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit https://dhr.ny.gov/fairhousing and https://www.dos.ny.gov/licensing/fairhousing.html.

This form was provided to me by Allen T. Olmsted (print name of Real Estate Salesperson/ Broker) of Canaan Realty (print name of Real Estate company, firm or brokerage)

(I)(We) DB Real Estate Fayetteville LLC

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature Authenticate John Dellas 05/28/24 Date:

DB Real Estate Fayetteville LLC

Buyer/Tenant/Seller/Landlord Signature Date:

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

CANAAN REALTY
NYLand.forsale

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by **Allen T. Olmsted** (print name of licensee) of **Canaan Realty** (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(✘) Seller as a (check relationship below)

(✘) Seller's agent

( ) Broker's agent

( ) Buyer as a (check relationship below)

( ) Buyer's agent

( ) Broker's agent

( ) Dual agent

( ) Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

( ) Advance informed consent dual agency

( ) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) **DB Real Estate Fayetteville LLC** acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { ✘ } Seller(s):

Authentisign

John Dellas

Date: 05/28/2024

Date: _____

DOS-1736-a (Rev. 11/10)

This form was prepared by Allen T. Olmsted using the INSTANET FORMS internet contract management service

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: Medical Center Dr, Fayetteville, NY 13066

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

____ The aforementioned property IS located in an agricultural district.

JD The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: John Dellas Date: 05/28/2024 Purchaser: _____ Date: _____

Seller: _____ Date: _____ Purchaser: _____ Date: _____

This form was prepared by Allen T. Olmsted using the INSTANET FORMS internet contract management service. InstanetFORMS

CANAAN REALTY

NYLand.forsale

UNCAPPED NATURAL GAS WELL DISCLOSURE FORM AND NOTICE

for property commonly known as: Medical Center Dr, Fayetteville, NY 13066

As the seller of residential real property, you are required by law to disclose the existence of an UNCAPPED NATURAL GAS WELL on your property of which you have actual knowledge and to disclose such fact to any purchaser of your property prior to entering into a contract for the sale of such property.

Section 242(3) of the Real Property Law states as follows:

Any person, firm, company, partnership or corporation offering to sell real property on which uncapped natural gas wells are situated, and of which such person, firm, company, partnership or corporation has actual knowledge, shall inform any purchaser of the existence of these wells prior to entering into a contract for the sale/purchase of such property.

Initial the following:

JD I HAVE NO actual knowledge of any uncapped natural gas well(s) on the aforementioned property.

____ I HAVE actual knowledge of an uncapped natural gas well(s) on the aforementioned property.

I have received and read this disclosure notice. I authorize my agent to provide a copy of this disclosure notice to any prospective purchaser.

Dated: 05/28/2024 Seller: Authentisign John Dellas

Dated: _____ Seller: _____

This form was prepared by Allen T. Olmsted using the INSTANET FORMS internet contract management service. InstanetFORMS

...Association of REALTORS®

Disclosure Regarding Oil, Gas, Mineral and Timber Rights

The owner of real property has a variety of rights that can convey with property when the property is sold to another. These rights include surface rights (the rights to build or plant crops upon the ground) and certain subsurface rights (the right to extract materials from below the ground). Among the various subsurface rights, are the rights to explore for, and remove oil, gas and various minerals such as coal, sand and gravel.

Surface and subsurface rights are often transferred together; however these rights can transfer separately. Despite the best intention of Sellers, property owners are often not aware of the extent of the oil, gas and mineral rights they may or may not own. Determining who owns the various rights to oil, gas and minerals can be complex and should only be done by an attorney and/or title company with expertise in this area. Purchasers of real property are strongly encouraged to have their rights to oil, gas and minerals examined before moving forward with a purchase and sale agreement.

Property Address Medical Center Dr Fayetteville NY 13066

Seller DB Real Estate Fayetteville LLC (Print/Type) **Seller** _____ (Print/Type)

Oil, Gas, Mineral and Timber Rights to Property:

✘ Seller owns all and has not leased any oil, gas, mineral and/or timber rights.
_____ Seller does not own the rights to oil, gas and/or minerals.
_____ Seller does not own the rights to timber.
_____ Some oil, gas, mineral and/or timber rights have been leased by the Seller or previous owner. Seller has attached copies of all written oil, gas, mineral and/or timber rights leases and other documents (e.g. leases, royalty agreements) within the Seller's possession to this disclosure.

Seller Reservation of Oil, Gas, Mineral and Timber Rights: (Check all that apply)

✘ Seller will not reserve any future rights to oil, gas, minerals and timber.
_____ Seller is reserving all rights to oil, gas, and/or mineral rights and will not convey these rights to the Purchaser.
Explain: _____

_____ Seller is reserving **certain oil, gas, and mineral rights** and will convey these rights to the Purchaser as follows:

_____ Seller is reserving rights to **timber** as follows:

_____ Other:

This is a Disclosure Only.

Purchaser has received and read this disclosure notice. Any negotiations pertaining to transfer of oil, gas, mineral and/or timber rights will be set forth in an addendum to the Purchase and Sale of Real Estate.

Seller: John Dellas **Date:** 05/28/2024

Seller: _____ **Date:** _____

Purchaser: _____ **Date:** _____

Purchaser: _____ **Date:** _____

IN THE MATTER

Of

LOCAL LAW 2026 -___ A LOCAL LAW ENACTED PURSUANT TO THE PROVISIONS OF COUNTY LAW § 334(6) REGARDING THE E911 SURCHARGE EXEMPTION

RESOLUTION CALLING FOR A PUBLIC HEARING

DRAFT 3-9-26

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 11th of March, 2026, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Michael Nesci	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, Onondaga County operates an enhanced 911 (E911) emergency telephone system pursuant to County Law § 334, and imposes a countywide surcharge on telecommunications access lines to fund such system; and

WHEREAS, subdivision (6) of County Law § 334 exempts Lifeline customers, public safety agencies, and any municipality that has enacted a local law pursuant to the provisions of that section from the surcharge imposed thereunder; and

WHEREAS, the Town of Manlius has not previously enacted a local law pursuant to County Law § 334 for purposes of the municipal exemption set forth therein; and

WHEREAS, the Town Board wishes to enact a local law pursuant to County Law § 334(6) to qualify the Town of Manlius for the municipal exemption from the E911 surcharge on its telecommunications accounts going forward; and

WHEREAS, a proposed local law has been introduced before the Town Board, to wit: Local Law 2026 - ___, entitled "A Local Law Enacted Pursuant to County Law § 334(6) Regarding the E911 Surcharge Exemption," the text of which is as follows:

LOCAL LAW 2026 -___,
A LOCAL LAW ENACTED PURSUANT TO THE PROVISIONS OF COUNTY LAW § 334(6) REGARDING THE E911 SURCHARGE EXEMPTION

BE IT ORDAINED AND ENACTED by the Town Board of the Town of Manlius, County of Onondaga, State of New York, as follows:

Section 1. Authority.

This local law is enacted pursuant to the provisions of County Law § 334, including subdivision (6) thereof, and the Municipal Home Rule Law.

Section 2. Findings and Purpose.

The Town of Manlius is located within Onondaga County, which operates an enhanced 911 (E911) emergency telephone system pursuant to County Law § 334.

The purpose of this local law is to enact a local law pursuant to County Law § 334(6) in order to qualify the Town of Manlius for the municipal exemption from the E911 surcharge authorized and imposed thereunder.

Section 3. Election of Municipal Exemption.

The Town of Manlius hereby enacts this local law pursuant to County Law § 334(6) and elects the municipal exemption from any E911 surcharge imposed under County Law § 334.

Section 4. Severability.

If any provision of this local law is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this local law.

Section 5. Effective Date.

This local law shall take effect upon filing with the Secretary of State.

******

WHEREAS, the Town Board desires to ensure full transparency and public participation in this legislative process and, therefore, seeks to schedule a public hearing on Local Law 2026-___;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2026 -___, and that such Hearing shall be held in person and virtually on the Internet platform commonly referred to as ZOOM, directions for attendance which will be on the Town's Website and such hearing shall take place on the 25th day of March 2026 at approximately 6:35 p.m.; and, be it further

RESOLVED, that the Town Clerk shall give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held and the instructions by which the public can access the virtual meeting, and in general terms, describing the proposed Local Law. Such notice shall be published once at least five (5) days prior to the Public Hearing.

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 11th day of March 2026; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this ____th day of March 2026.

DATED: _____ ____, 2026
Fayetteville, New York

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

The Village of Manlius
One Arkie Albanese Avenue
Manlius, New York 13104

LEASE AGREEMENT BETWEEN THE VILLAGE OF MANLIUS AND THE TOWN OF MANLIUS

PARTIES:

THIS LEASE is made as of the ___ day of _____, 2026 by and between the **VILLAGE OF MANLIUS** with an office for the transaction of business at One Arkie Albanese Avenue, Manlius, New York 13104 (hereinafter referred to as "Landlord") and the **TOWN OF MANLIUS** with an office of the transaction of business at 301 Brooklea Drive, Fayetteville, New York 13066 (hereinafter referred to as "Tenant").

WITNESSETH

PREMISES: Landlord hereby demises and leases to Tenant and Tenant hereby hires from Landlord the following premises: that portion of the Manlius Village Centre consisting of 8541 square feet of office space and 900 square feet of garage, located in the southwest portion of the building, adjacent to the Manlius Village Court.

TERM: The term of the lease shall be for Three (3) years, to commence on the 1st day of **January 2026** and expire on the 31st day of **December 2028.**

RENTAL: The rent for calendar year 2026 shall be $109,326.45, $114,792.77 in 2027, $120,532.41 in 2028.

The rent shall be paid in quarterly installments, with the 1st quarter due within 15 days of approval of lease; 2nd quarter shall be due on or before April 15; 3rd quarter shall be due on or before July 15, and the 4th quarter shall be due on or before October 15.

All rent payments are to be made at the Landlord’s address as set forth above.

The above letting is upon the following terms, covenants and conditions, all and every one of which the said Tenant agrees with Landlord to keep and perform. It is agreed that the words "Tenant" and "Landlord" include and bind and benefit the legal representatives, successors and assigns of Landlord and Tenant.

PEACEFUL POSSESSION: First - Landlord covenants that Tenant, on paying the said rent and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

PURPOSE: Second - Tenant covenants and agrees to use the demised premises as a police department or for any other purpose not in violation of any applicable law.

COVENANT TO PAY RENT: Third - Tenant shall without any previous demand therefore, well and truly pay the above specified rent at the time and place above mentioned.

DEFAULT IN PAYMENT OF RENT: Fourth - In the event of the nonpayment of said rent or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for twenty (20) days after the same shall become due, Landlord may use any available legal remedy, including summary proceeding, to re-enter the demised premises or to recover any delinquent rent.

TAXES: Fifth - Landlord agrees to pay all real property taxes, charges, and special assessments levied against the premises during the term of this Lease.

UTILITIES: Sixth - Landlord agrees to furnish heat, electricity, and water through existing building systems.

REPAIRS: Seventh - Landlord shall be responsible for reasonable routine maintenance of the premises including painting, lawn care, snow removal from sidewalks and entranceways, snowplowing of parking lots and repair of permanent electrical and plumbing fixtures. Tenant shall not make any alterations, additions, or improvements to the premises without the prior written consent of Landlord. The Tenant shall be responsible for cleaning the

premises.

All requests for repairs shall be made to the Village DPW Superintendent and be approved by the Village Board. Any repairs made by Tenant without following this procedure shall be the sole responsibility of Tenant.

All emergency repairs shall follow the same procedure of notification to the DPW Superintendent and will be remediated as soon as possible.

INSURANCE COVERAGE:

Eighth - Tenant shall add Landlord as a named insured to Tenant's commercial general liability policy and Landlord shall add Tenant as a named insured to Landlord's commercial general liability policy for the term of the Lease. These policies shall meet the following general requirements: (1) commercial general liability insurance covering the premises rented with a minimum combined single limit of liability for bodily injury and property damage of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) general aggregate; and (2) umbrella excess liability insurance coverage covering bodily injury and property damage with a minimum limit of liability of Five Million Dollars ($5,000,000.00) per occurrence. Such coverage shall provide that the insurer will not cancel, change or non-renew the insurance without first giving Landlord and Tenant at least thirty (30) days prior written notice. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York. Upon request, the certificates or other proof of said coverage shall be furnished by Tenant to Landlord and by Landlord to Tenant.

FIRE:

Ninth - Tenant, in case of fire, shall immediately give notice thereof to Landlord who shall thereupon cause the damages to that portion of the demised premises to be repaired, but if the premises are so excessively damaged that Landlord shall decide not to rebuild, the term shall cease and the accrued rent shall be paid up at the time of said fire or refunded to the extent Tenant has paid in advance, as the case may be. In case, however, the destruction of the premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by Tenant for which the premises are leased, then the rent shall be equitably apportioned and paid for the parts so fit for occupancy.

SUBLETTING ASSIGNMENT: Tenth - Tenant, at its option, may sublet the premises or assign this Lease, or any part thereof, subject to Landlord's prior review and consent, which will not be unreasonably withheld.

WALKWAYS AND DRIVEWAYS: Eleventh - Landlord shall allow public use of the parking lots and grounds for the Manlius Village Centre for either Village, School, or Town business, subject to Landlord's reasonable rules and regulations.

NOTICES: Twelfth - All notices required are agreed to be given hereunder by either party in writing and shall be sent by certified mail addressed to the party intended to be notified at the address set forth above and notice given aforesaid shall be sufficient service thereof.

TERMINATION: This agreement may be terminated, without penalty or further obligation of Tenant to pay rent, should the parties enter into and complete the sale of the current facilities located at the Manlius Village Centre. Termination for any other reason requires written notice in accordance with the notice provisions in Paragraph “Twelfth” above. If notice is given by Tenant at any time in calendar year 2026, Tenant shall be responsible for payment of all rent through calendar year 2026. If notice is given by Tenant at any time in calendar year 2027, Tenant shall be responsible for payment of all rent through calendar year 2027. If notice is given by Tenant at any time in Calendar years 2028, Tenant shall be responsible for payment of all rent through the end of that calendar year.

The parties hereto agree that this Agreement cannot be changed or terminated orally.

It will be the responsibility of the Tenant to make sure the premises are left in the condition they originated in at the time of lease and that any damage or repairs that need to be made are the responsibility of the Tenant.

WITNESS, the hands and seals of the parties hereto the day and year first above written.

VILLAGE OF MANLIUS, LANDLORD

by_____
Hank Chapman, Mayor

TOWN OF MANLIUS, TENANT

by_____
John T. Deer, Supervisor

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

On _____, before personally came Hank Chapman, to be personally known who being by me duly sworn, did depose and say that he resides in Manlius, NY, that he is the Mayor of the Village of Manlius; that he signed his name thereto by order of the Board of Trustees of said corporation.

_____
Notary Public

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

On _____, before personally came John T. Deer, to be personally known who being by me duly sworn, did depose and say that he resides in Manlius, NY, that he is the Supervisor of the Town of Manlius; that he signed his name thereto by order of the Town Board of said corporation.

_____
Notary Public

Town of Manlius Highway Permit

Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of National Grid DBA Niagara Mohawk dated on the 26th day of February, 2026, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Retire 592' of gas leak prone gas main and install 662' of 4" plastic gas main on Burlington Dr from Fayetteville Manlius Rd to Sherbrooke Rd intersection.

This permit is granted subject to the following conditions:

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

Dated this 27

Day of March 2026

Town Highway Superintendent

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

Tanner Pratt - National Grid Gas Design

Applicant

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

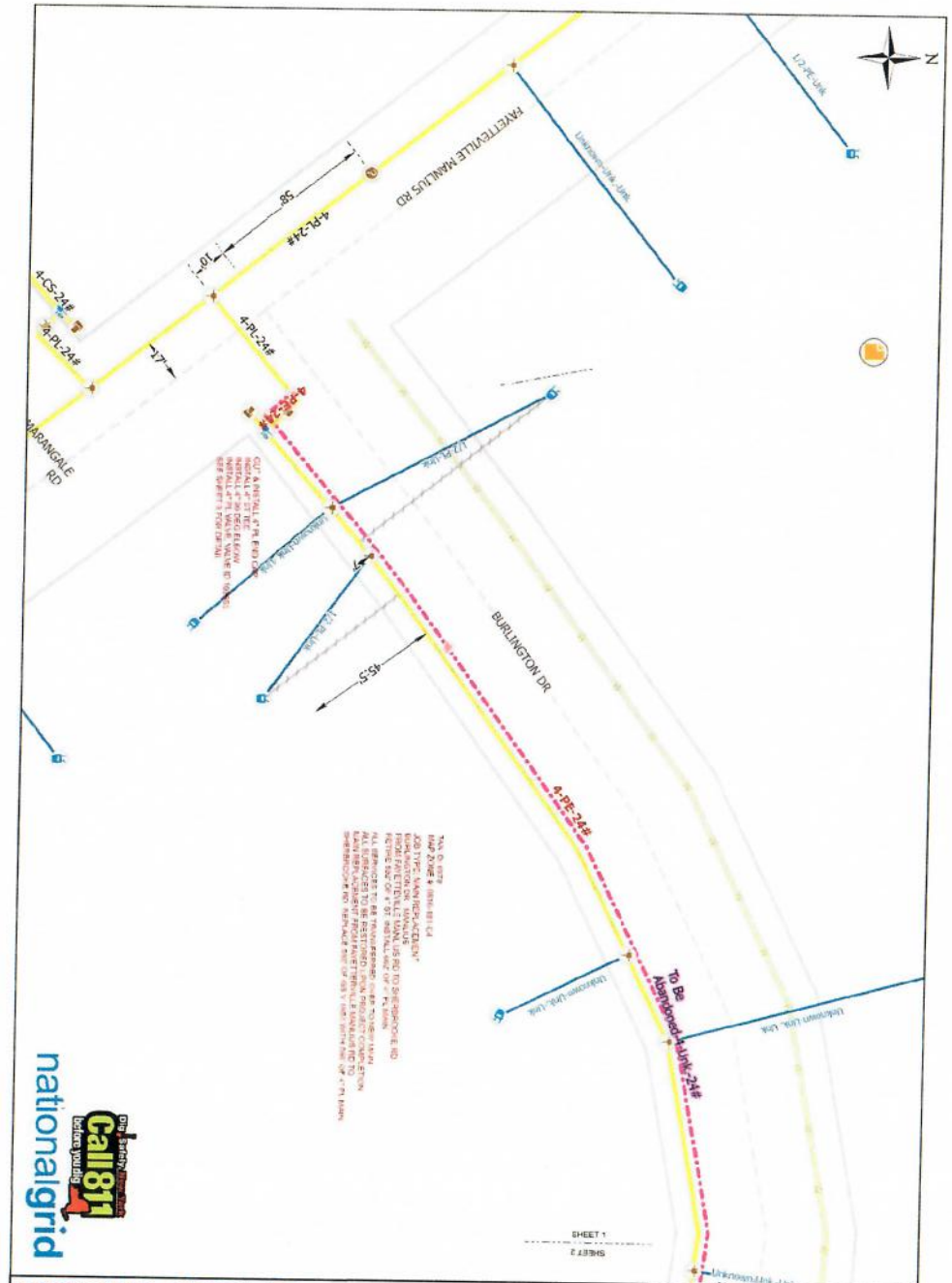
Dated this _____

Day of _____

_____

Supervisor

P:\Forms\Town Highway Permit Revised January 2015.docx

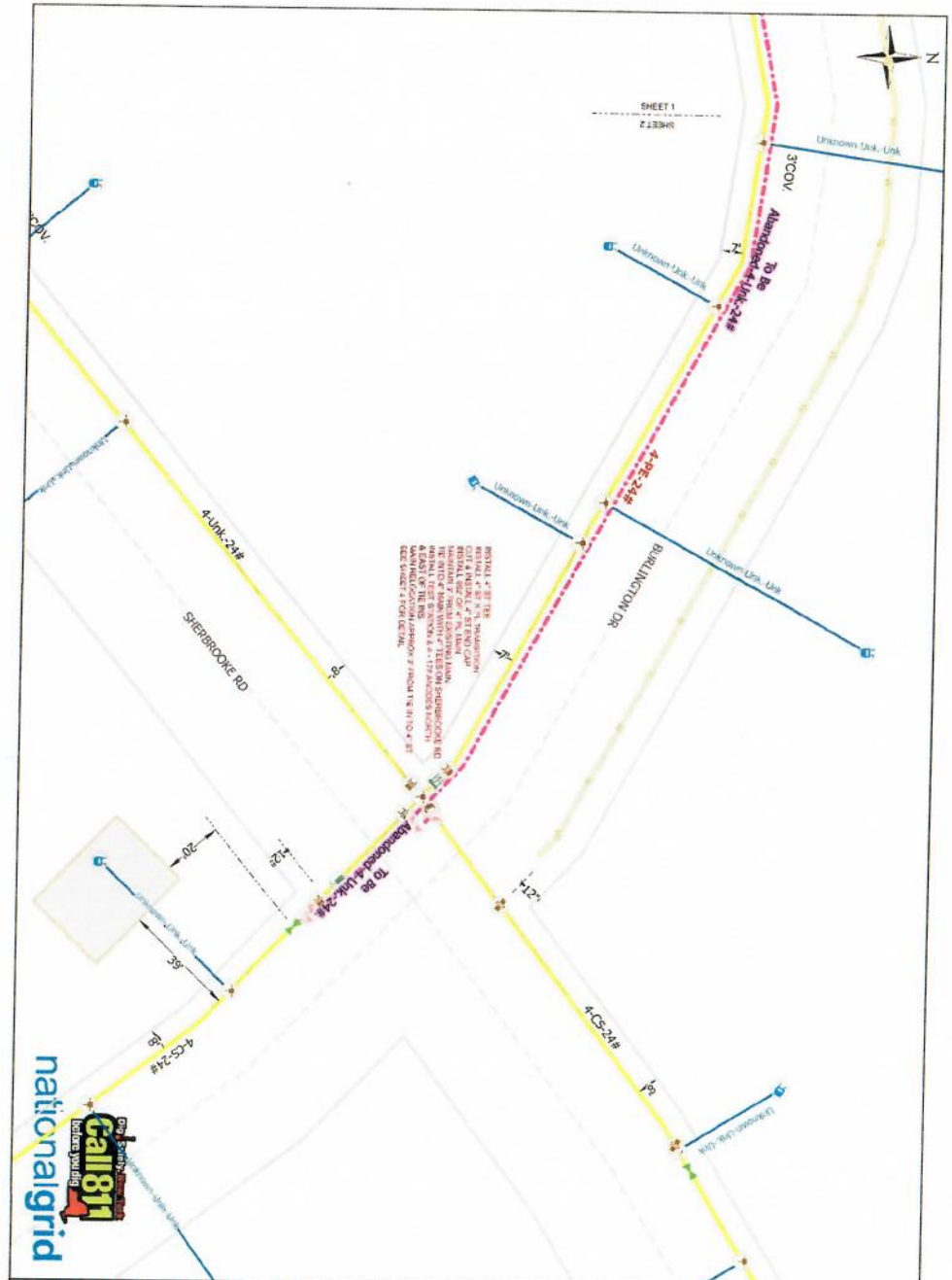


NATIONAL GRID USA

WORK ORDER: 17086611	DESCRIPTION: MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO SHERBROOKE RD TO REPLACE GAS LEAK PRONE PIPE.	☐ BUILT AS DESIGNED
DATE: 02/26/2026		☐ AS-BUILT CHANGES
DESIGNER: TANNER PRATT		PHONE NUMBER: (315) 486-8385
JOB TITLE: BURLINGTON DR		SHEET: 1 of 4
FOREMAN SIG:	EMP ID: ---	SUPV SIG:

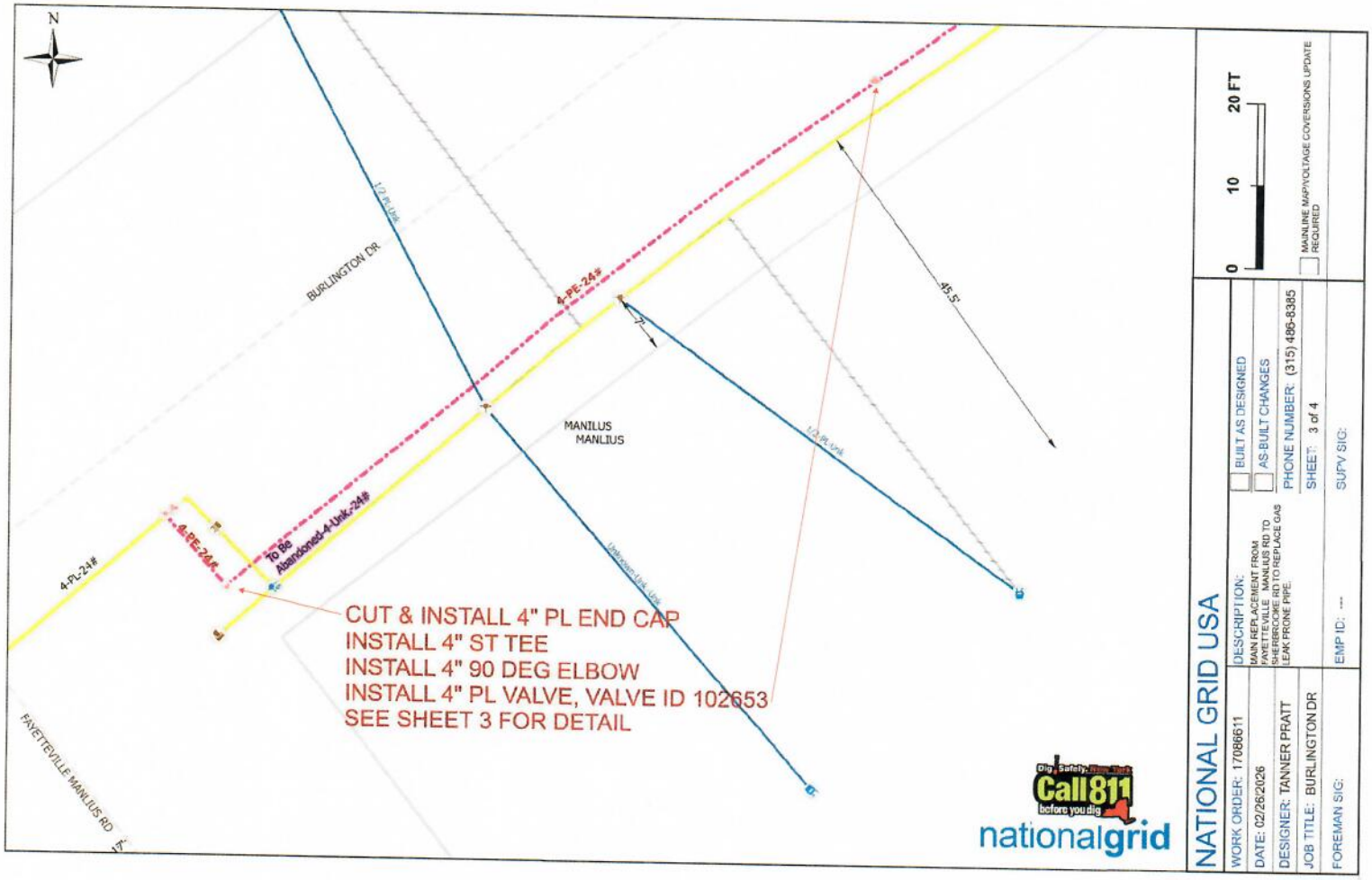
0 30 60 FT

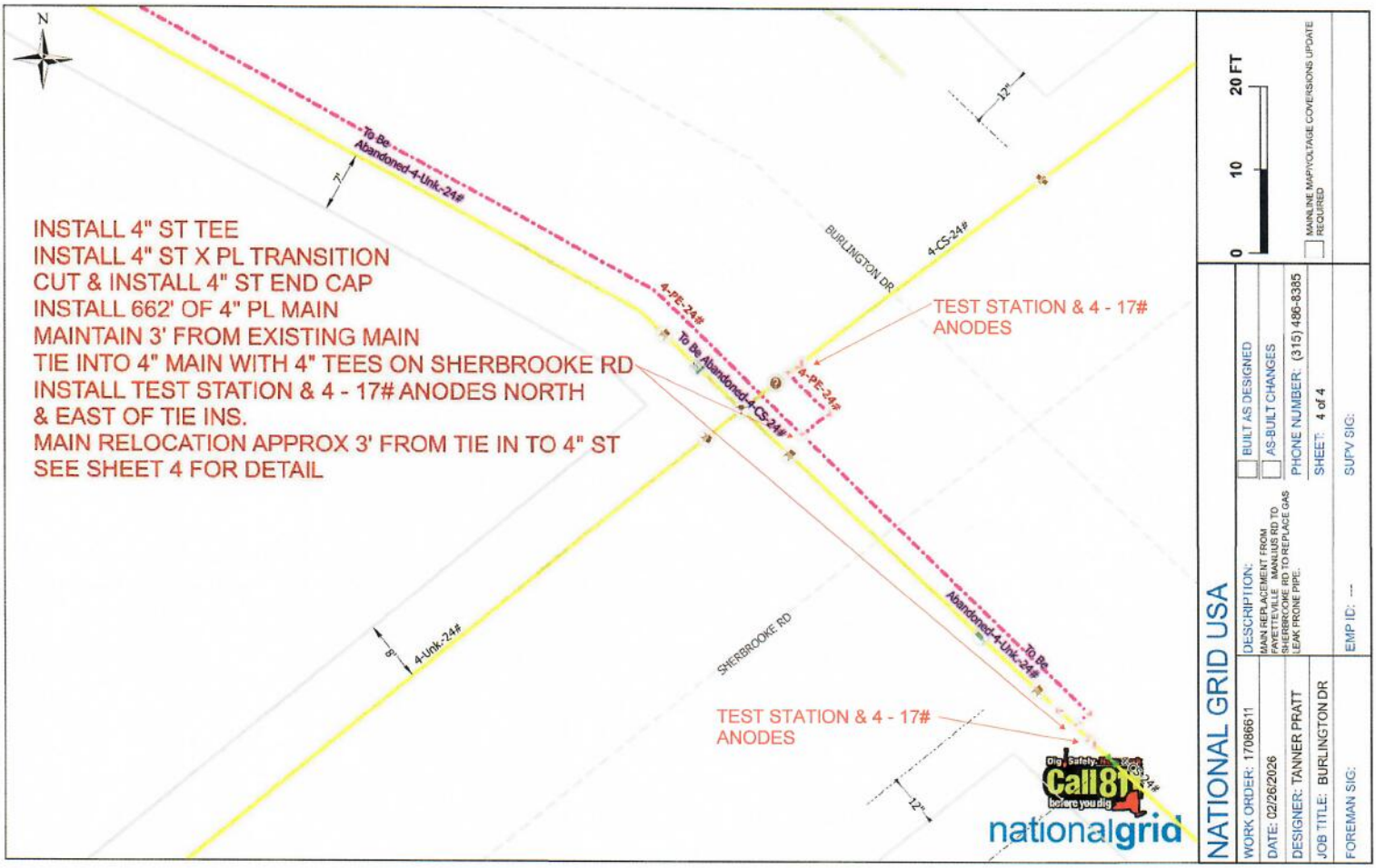
☐ MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED



NATIONAL GRID USA

WORK ORDER: 17086611	DESCRIPTION: MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO SHERBROOKE RD TO REPLACE GAS LEAK PRONE PIPE.	☐ BUILT AS DESIGNED	0 30 60 FT
DATE: 02/26/2026		☐ AS-BUILT CHANGES	
DESIGNER: TANNER PRATT		PHONE NUMBER: (315) 486-8385	☐ MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED
JOB TITLE: BURLINGTON DR		SHEET: 2 of 4	
FOREMAN SIG:	EMP ID: ---	SUPV SIG:	


N
BURLINGTON DR
4-PE-24#
MANILUS
MANLIUS
1/2-PL-Unk
45.5'
7'
To Be Abandoned-4-Unk.-24#
4-PE-24#
4-PL-24#
Unknown-Unk.-Unk
CUT & INSTALL 4" PL END CAP
INSTALL 4" ST TEE
INSTALL 4" 90 DEG ELBOW
INSTALL 4" PL VALVE, VALVE ID 102653
SEE SHEET 3 FOR DETAIL
FAYETTEVILLE MANLIUS RD
Call811 before you dig
nationalgrid
NATIONAL GRID USA
WORK ORDER: 17086611
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: BURLINGTON DR
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO SHERBROOKE RD TO REPLACE GAS LEAK PRONE PIPE.
EMP ID: ---
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 3 of 4
SUPV SIG:
0
10
20 FT
MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED


N
INSTALL 4" ST TEE
INSTALL 4" ST X PL TRANSITION
CUT & INSTALL 4" ST END CAP
INSTALL 662' OF 4" PL MAIN
MAINTAIN 3' FROM EXISTING MAIN
TIE INTO 4" MAIN WITH 4" TEES ON SHERBROOKE RD
INSTALL TEST STATION & 4 - 17# ANODES NORTH
& EAST OF TIE INS.
MAIN RELOCATION APPROX 3' FROM TIE IN TO 4" ST
SEE SHEET 4 FOR DETAIL
To Be Abandoned-4-Unk-24#
4-PE-24#
To Be Abandoned-4-CS-24#
4-CS-24#
BURLINGTON DR
TEST STATION & 4 - 17# ANODES
4-Unk-24#
SHERBROOKE RD
TEST STATION & 4 - 17# ANODES
Abandoned-4-Unk-24#
To Be
12"
7'
9'
0
10
20 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17086611
DESCRIPTION:
MAIN REPLACEMENT FROM PAYETTEVILLE - MANLIUS RD TO SHERBROOKE RD TO REPLACE GAS LEAK PRONE PIPE.
BUILT AS DESIGNED
AS-BUILT CHANGES
DATE: 02/26/2026
DESIGNER: TANNER PRATT
PHONE NUMBER: (315) 486-8385
SHEET: 4 of 4
JOB TITLE: BURLINGTON DR
EMP ID: ---
SUPV SIG:
FOREMAN SIG:
Call811
before you dig
nationalgrid

Town of Manlius Highway Permit

Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of National Grid DBA Niagara Mohawk dated on the 26th day of February, 2026, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Retire 427' of gas leak prone gas main and install 473' of 4" plastic gas main on Sherbrooke Rd from Fayetteville Manlius Rd to Burlington Dr intersection.

This permit is granted subject to the following conditions:

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

Dated this 27

Day of March 2026

Town Highway Superintendent

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

Tanner Pratt - National Grid Gas Design

Applicant

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

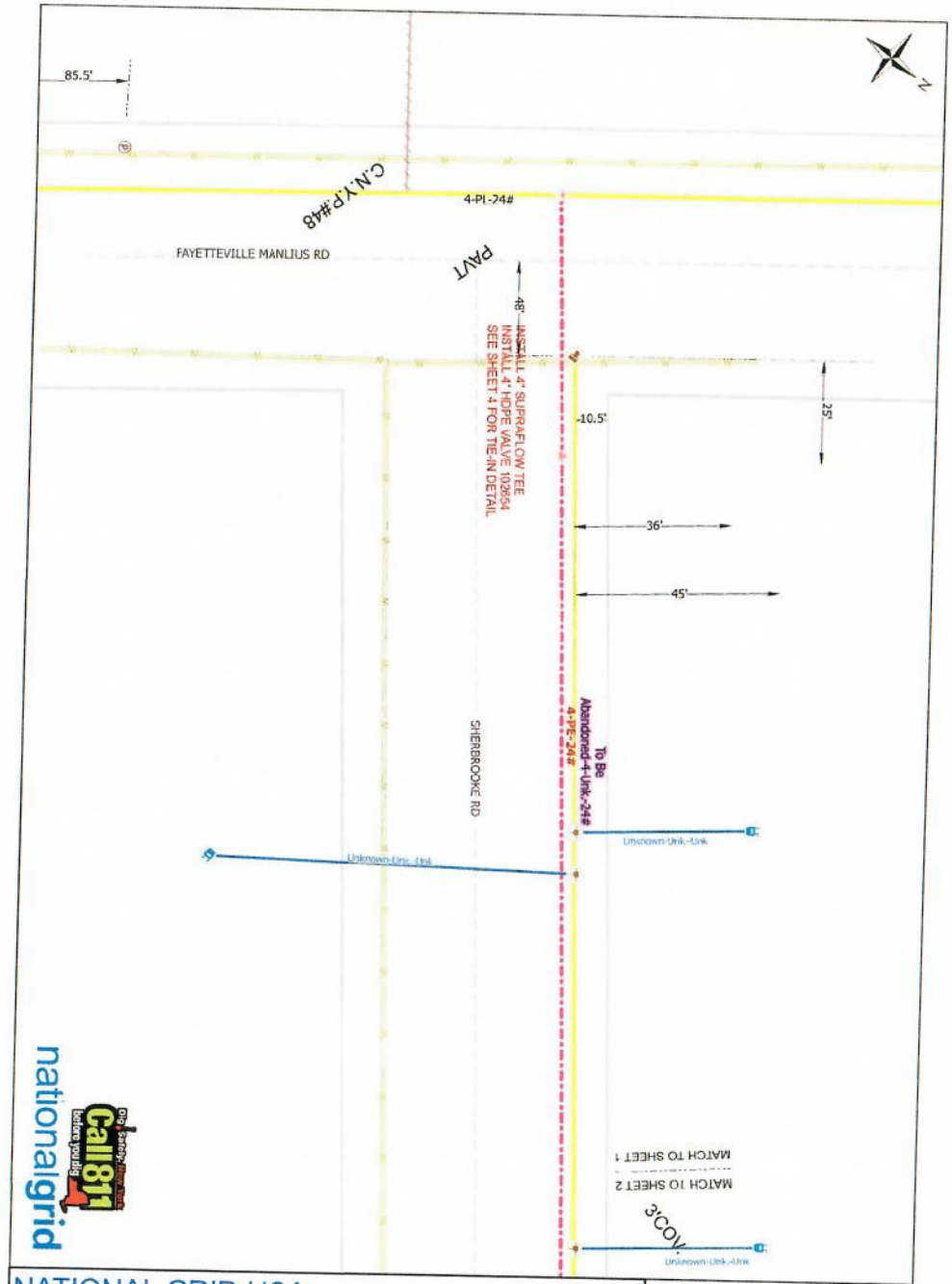
Dated this _____

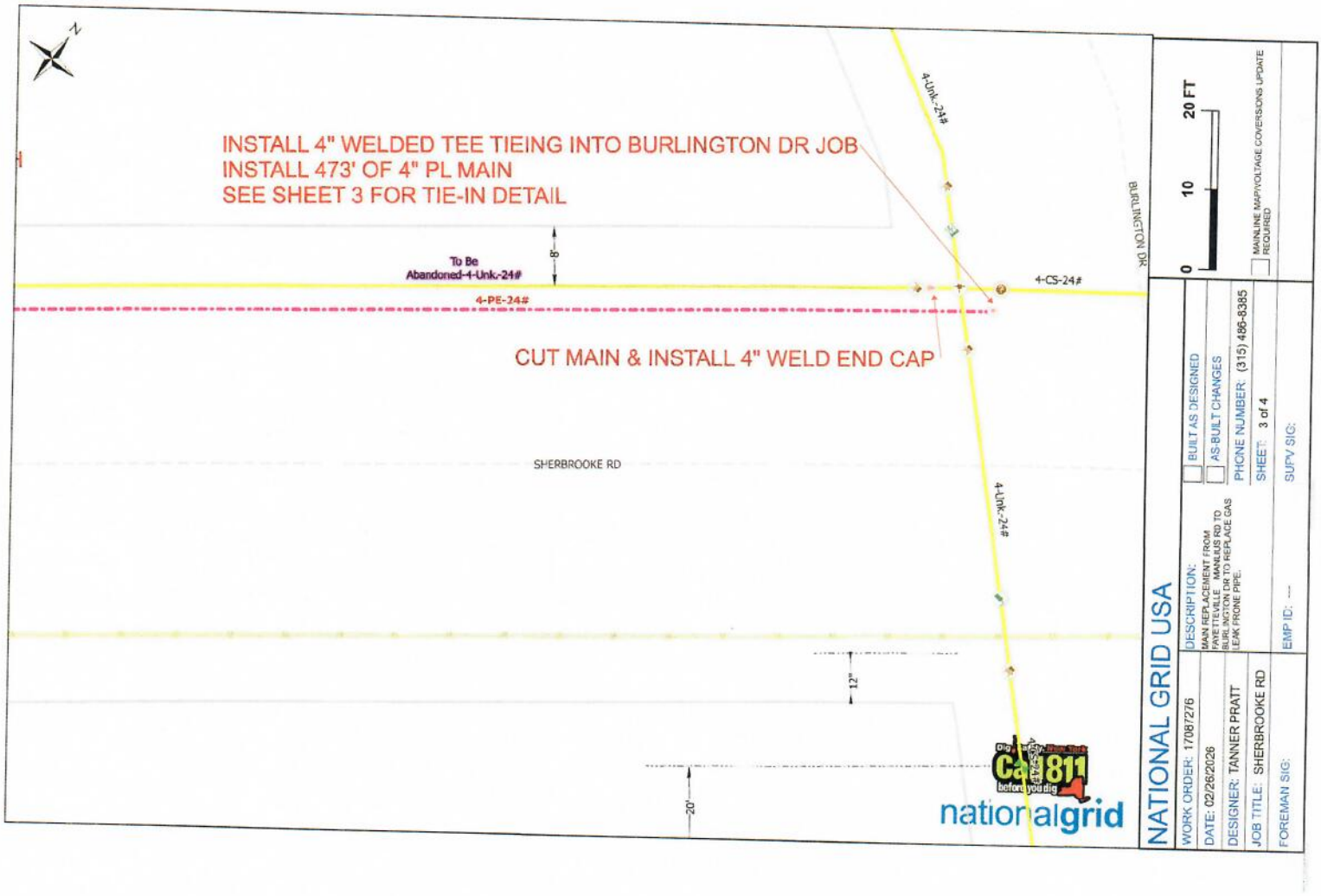
Day of _____

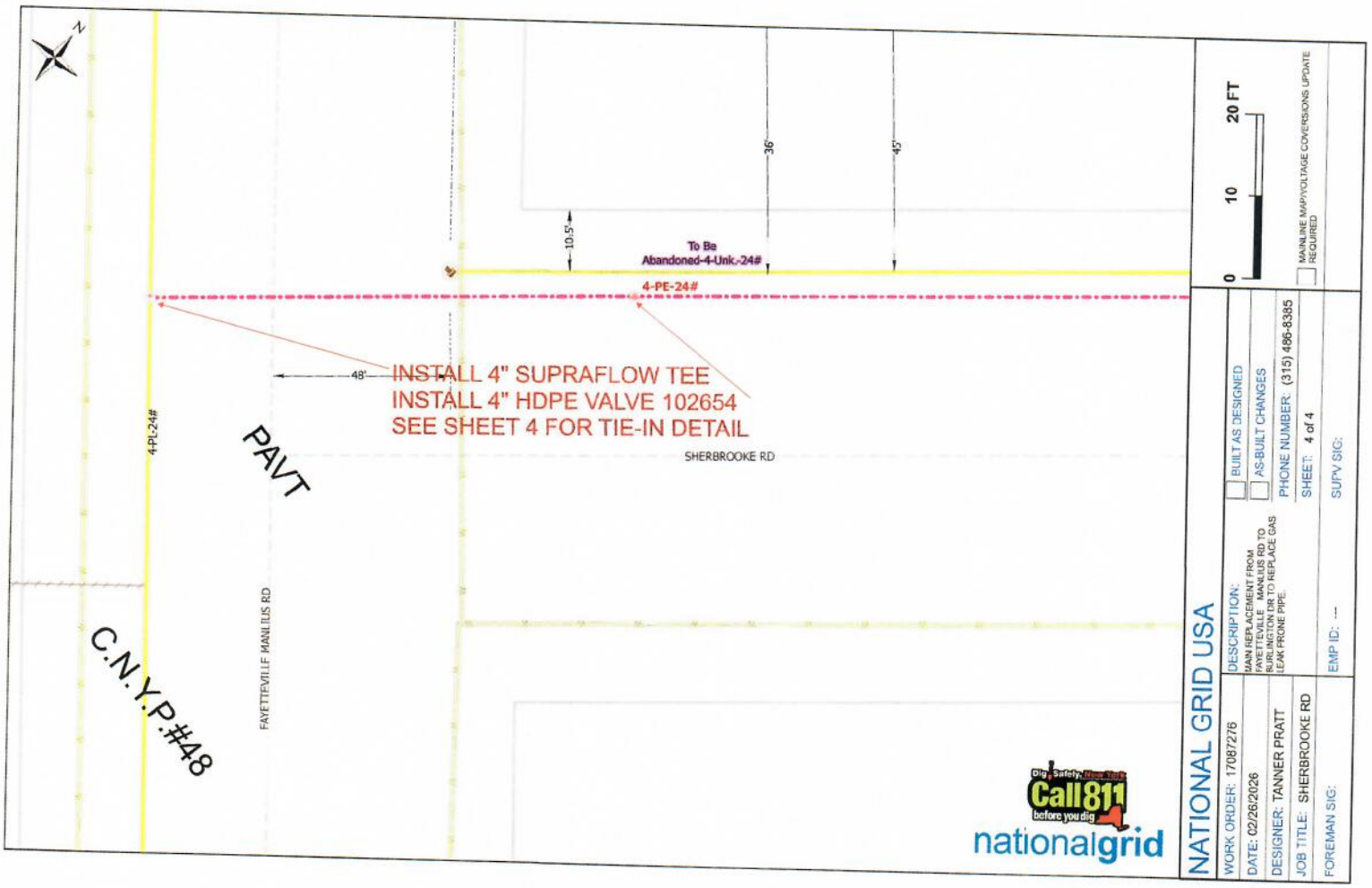
Supervisor

P:\Forms\Town Highway Permit Revised January 2015.docx

TAX ID: 6054
MAP ZONE #: 0816-181-C4
JOB TYPE: MAIN REPLACEMENT
SHERBROOKE RD - MANLIUS
FROM FAYETTEVILLE MANLIUS RD TO BURLINGTON DR
RETIRE 427' OF 4" MAIN
INSTALL 473' OF 4" PL MAIN
ALL SERVICES TO BE TRANSFERRED OVER TO NEW MAIN
ALL SURFACES TO BE RESTORED UPON PROJECT COMPLETION
RETIRE 4" MAIN ON SHERBROOKE RD FROM
BURLINGTON DR TO FAYETTEVILLE MANLIUS RD.
CUT & CAP 4" MAIN AT SHERBROOKE RD & BURLINGTON DR INTERSECTION
INSTALL 473' OF 4" HDPE MAIN 3' EAST OF EXISITNG MAIN VIA OPEN TRENCH
TRANSFER EXISTING SERVICES TO NEW MAIN
INSTALL 4" WELDED TEE TIEING INTO BURLINGTON DR JOB
INSTALL 473' OF 4" PL MAIN
SEE SHEET 3 FOR TIE-IN DETAIL
MATCH TO SHEET 2
MATCH TO SHEET 1
3'COV
To Be
Abandoned-4-Unk-24#
4-PE-24#
4-CS-24#
CUT MAIN & INSTALL 4" WELD END CAP
SHERBROOKE RD
BURLINGTON DR
4-Unk-24#
Unknown-Unk-Unk
8'
12'
20'
Call811
before you dig
nationalgrid
0
20
40 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17087276
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: SHERBROOKE RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO BURLINGTON DR TO REPLACE GAS LEAK PRONE PIPE.
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 1 of 4
EMP ID: ---
SUPV SIG:


85.5'
C.N.Y.P.#48
4-PL-24#
FAYETTEVILLE MANLIUS RD
PAVT
48'
INSTALL 4" SUPRAFLOW TEE
INSTALL 4" HOPE VALVE 102654
SEE SHEET 4 FOR TIE-IN DETAIL
-10.5'
25'
36'
45'
SHERBROOKE RD
To Be Abandoned 4-Unk-24#
4-PE-24#
Unknown-Unk.-Unk
Unknown-Unk.-Unk
MATCH TO SHEET 1
MATCH TO SHEET 2
3'COV
Unknown-Unk.-Unk
nationalgrid
Call811 before you dig
NATIONAL GRID USA
WORK ORDER: 17087276
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: SHERBROOKE RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO BURLINGTON DR TO REPLACE GAS LEAK PRONE PIPE.
EMP ID: ---
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 2 of 4
SUPV SIG:
0 20 40 FT
MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED


INSTALL 4" WELDED TEE TIEING INTO BURLINGTON DR JOB
INSTALL 473' OF 4" PL MAIN
SEE SHEET 3 FOR TIE-IN DETAIL
To Be
Abandoned-4-Unk-24#
4-PE-24#
CUT MAIN & INSTALL 4" WELD END CAP
SHERBROOKE RD
4-Unk-24#
BURLINGTON DR
4-CS-24#
8'
12"
20"
0
10
20 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17087276
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: SHERBROOKE RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO BURLINGTON DR TO REPLACE GAS LEAK PRONE PIPE.
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 3 of 4
EMP ID: ---
SUPV SIG:
Call 811 before you dig
nationalgrid


N
36"
45"
10.5"
To Be
Abandoned-4-Unk.-24#
4-PE-24#
48"
INSTALL 4" SUPRAFLOW TEE
INSTALL 4" HDPE VALVE 102654
SEE SHEET 4 FOR TIE-IN DETAIL
SHERBROOKE RD
4-PL-24#
PAVT
FAYETTEVILLE MANLIUS RD
C.N.Y.P.#48
0
10
20 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17087276
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: SHERBROOKE RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO BURLINGTON DR TO REPLACE GAS LEAK PRONE PIPE.
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 4 of 4
EMP ID: ---
SUPV SIG:
Dig Safely. New York
Call811
before you dig
nationalgrid

Town of Manlius Highway Permit

Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of National Grid DBA Niagara Mohawk dated on the 26th day of February, 2026, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Retire 723' of gas leak prone gas main and install 737' of 4" plastic gas main on Taylor Rd from Tilton Rd to east of 7125 Taylor Rd.

This permit is granted subject to the following conditions:

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

Dated this 27

Day of March 2026

Town Highway Superintendent

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

Tanner Pratt - National Grid Gas Design

Applicant

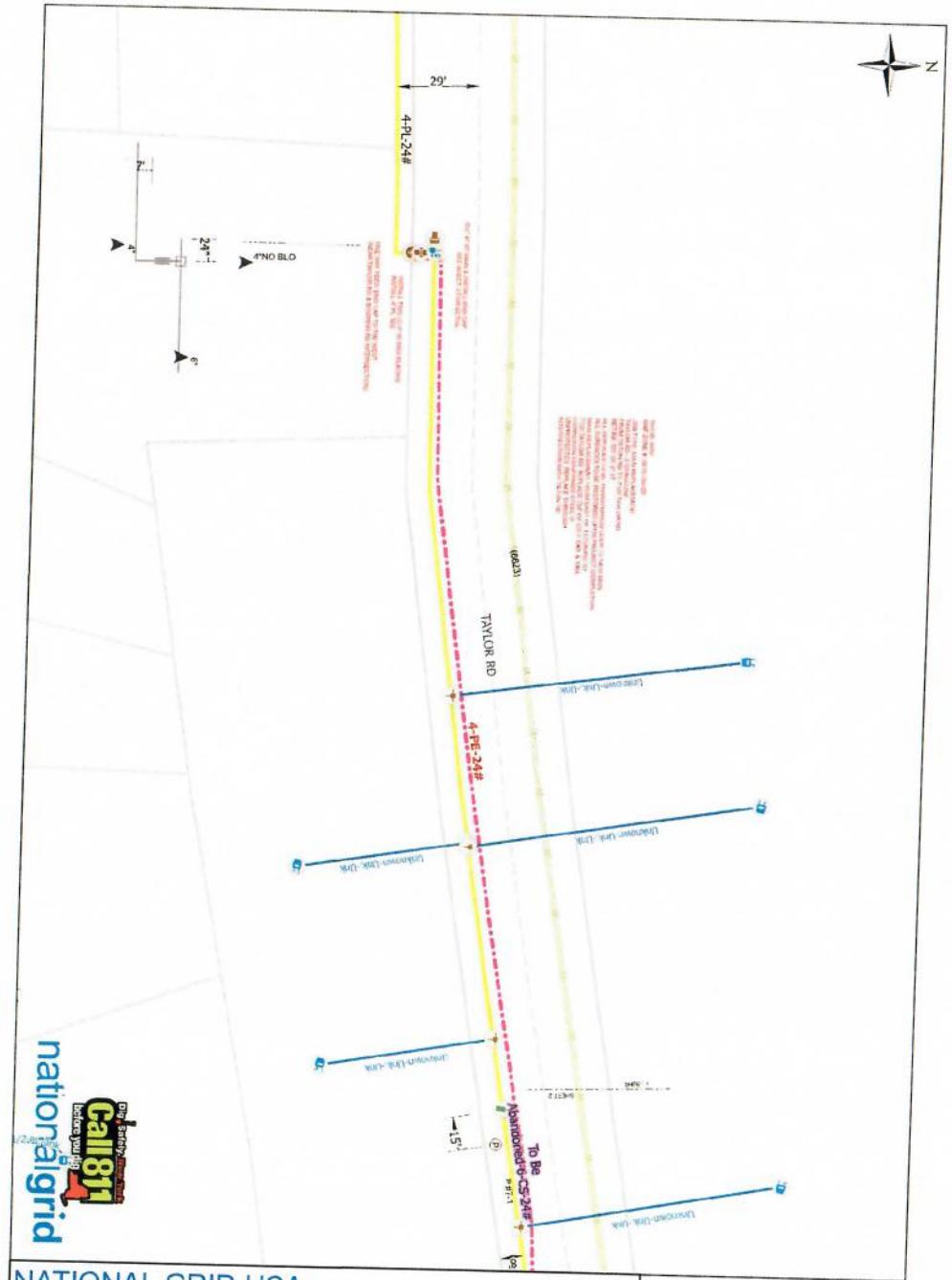
The undersigned, members of the Town Board of the Town of Manlius, hereby consent to the grant of the foregoing permit.

Dated this _____

Day of _____

Supervisor

P:\Forms\Town Highway Permit Revised January 2015.docx



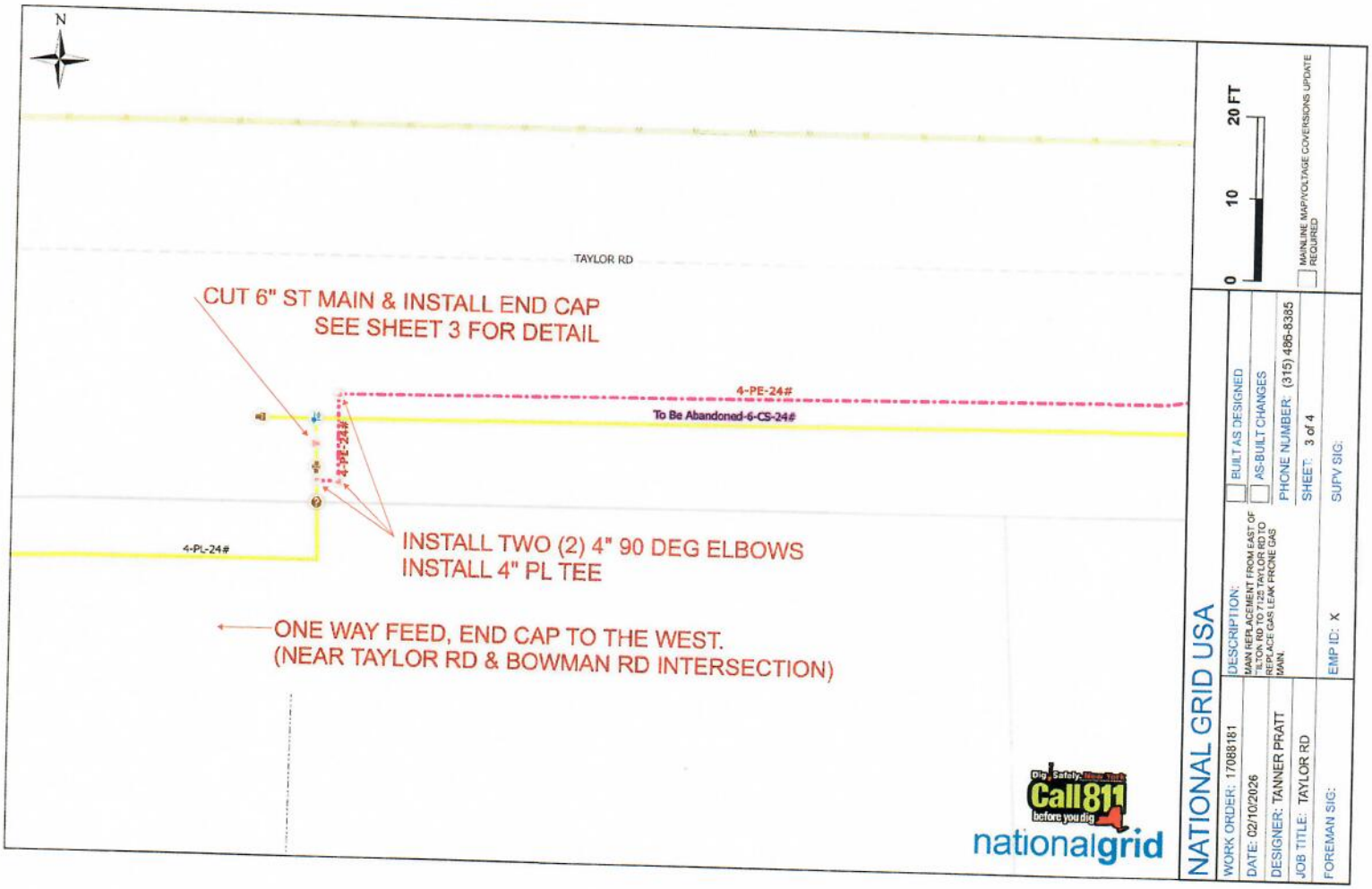
NATIONAL GRID USA

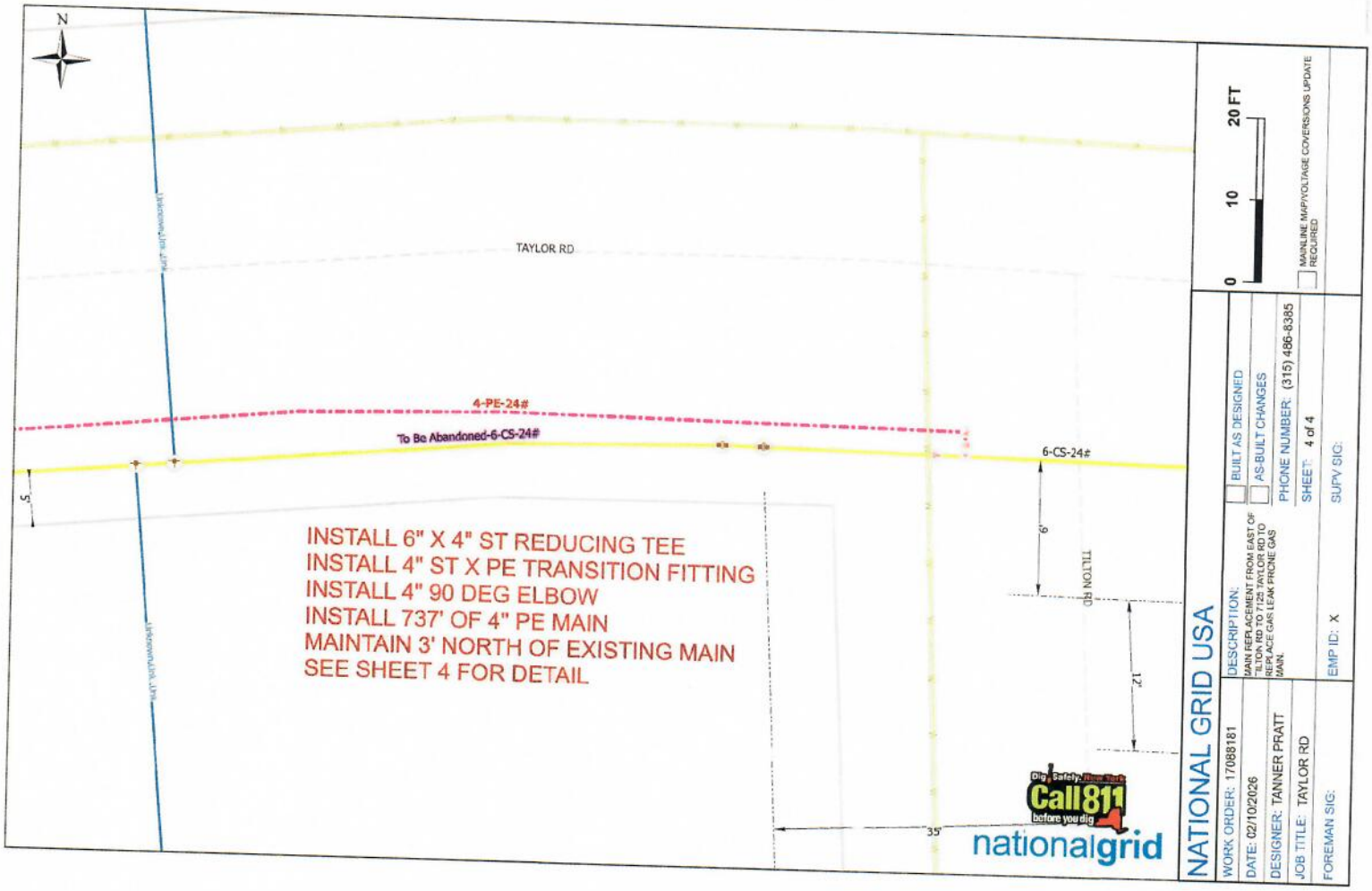
WORK ORDER: 17088181	DESCRIPTION: MAIN REPLACEMENT FROM EAST OF TILTON RD TO 7125 TAYLOR RD TO REPLACE GAS LEAK PRONE GAS MAIN.	☐ BUILT AS DESIGNED
DATE: 02/10/2026		☐ AS-BUILT CHANGES
DESIGNER: TANNER PRATT		PHONE NUMBER: (315) 486-8385
JOB TITLE: TAYLOR RD		SHEET: 1 of 4
FOREMAN SIG:	EMP ID: X	SUPV SIG:

0 45 90 FT

☐ MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED

NATIONAL GRID USA			
WORK ORDER: 17088181	DESCRIPTION:	☐ BUILT AS DESIGNED	0 45 90 FT
DATE: 02/10/2026	MAIN REPLACEMENT FROM EAST OF TILTON RD TO 7125 TAYLOR RD TO REPLACE GAS LEAK FRONE GAS MAIN.	☐ AS-BUILT CHANGES	
DESIGNER: TANNER PRATT		PHONE NUMBER: (315) 486-8385	
JOB TITLE: TAYLOR RD		SHEET: 2 of 4	☐ MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED
FOREMAN SIG:	EMP ID: X	SUPV SIG:	


N
TAYLOR RD
CUT 6" ST MAIN & INSTALL END CAP
SEE SHEET 3 FOR DETAIL
4-PE-24#
To Be Abandoned-6-CS-24#
4-PE-24#
4-PL-24#
INSTALL TWO (2) 4" 90 DEG ELBOWS
INSTALL 4" PL TEE
ONE WAY FEED, END CAP TO THE WEST.
(NEAR TAYLOR RD & BOWMAN RD INTERSECTION)
Dig Safely. New York
Call811
before you dig
nationalgrid
0
10
20 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17088181
DATE: 02/10/2026
DESIGNER: TANNER PRATT
JOB TITLE: TAYLOR RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM EAST OF TILTON RD TO 7125 TAYLOR RD TO REPLACE GAS LEAK FROM E GAS MAIN.
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 3 of 4
EMP ID: X
SUPV SIG:


N
TAYLOR RD
4-PE-24#
To Be Abandoned-6-CS-24#
6-CS-24#
5'
6'
12'
35'
TILTON RD
INSTALL 6" X 4" ST REDUCING TEE
INSTALL 4" ST X PE TRANSITION FITTING
INSTALL 4" 90 DEG ELBOW
INSTALL 737' OF 4" PE MAIN
MAINTAIN 3' NORTH OF EXISTING MAIN
SEE SHEET 4 FOR DETAIL
0
10
20 FT
MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 17088181
DATE: 02/10/2026
DESIGNER: TANNER PRATT
JOB TITLE: TAYLOR RD
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM EAST OF TILTON RD TO 7125 TAYLOR RD TO REPLACE GAS LEAK FRONE GAS MAIN.
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 4 of 4
EMP ID: X
SUPV SIG:
Dig Safely. New York
Call811
before you dig
nationalgrid

Town of Manlius Highway Permit

Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of National Grid DBA Niagara Mohawk dated on the 26th day of February, 2026, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Retire 385' of gas leak prone gas main and install 400' of 4" plastic gas main on Berkshire Parkway from Fayetteville Manlius Rd to approx 7698 Berkshire Pkwy.

This permit is granted subject to the following conditions:

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

Dated this 27

Day of March 2026

Town Highway Superintendent

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

Tanner Pratt - National Grid Gas Design

Applicant

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

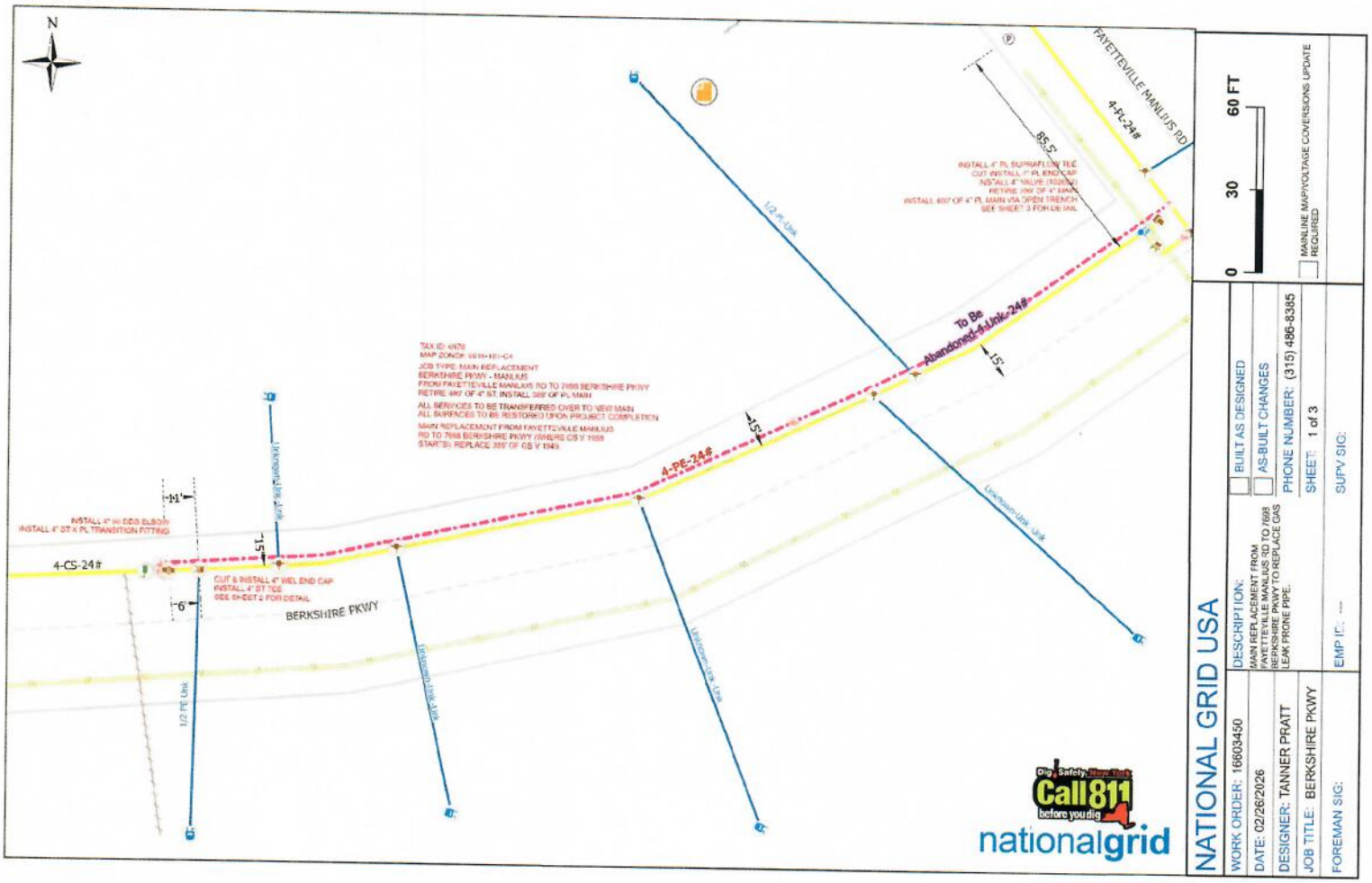
Dated this _____

Day of _____

_____

Supervisor

P:\Forms\Town Highway Permit Revised January 2015.docx



NATIONAL GRID USA

WORK ORDER: 16603450	DESCRIPTION: MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO 7698 BERKSHIRE PKWY TO REPLACE GAS LEAK PRONE PIPE.
DATE: 02/26/2026	
DESIGNER: TANNER PRATT	
JOB TITLE: BERKSHIRE PKWY	
FOREMAN SIG:	EMP IF: ---

☐ BUILT AS DESIGNED
☐ AS-BUILT CHANGES

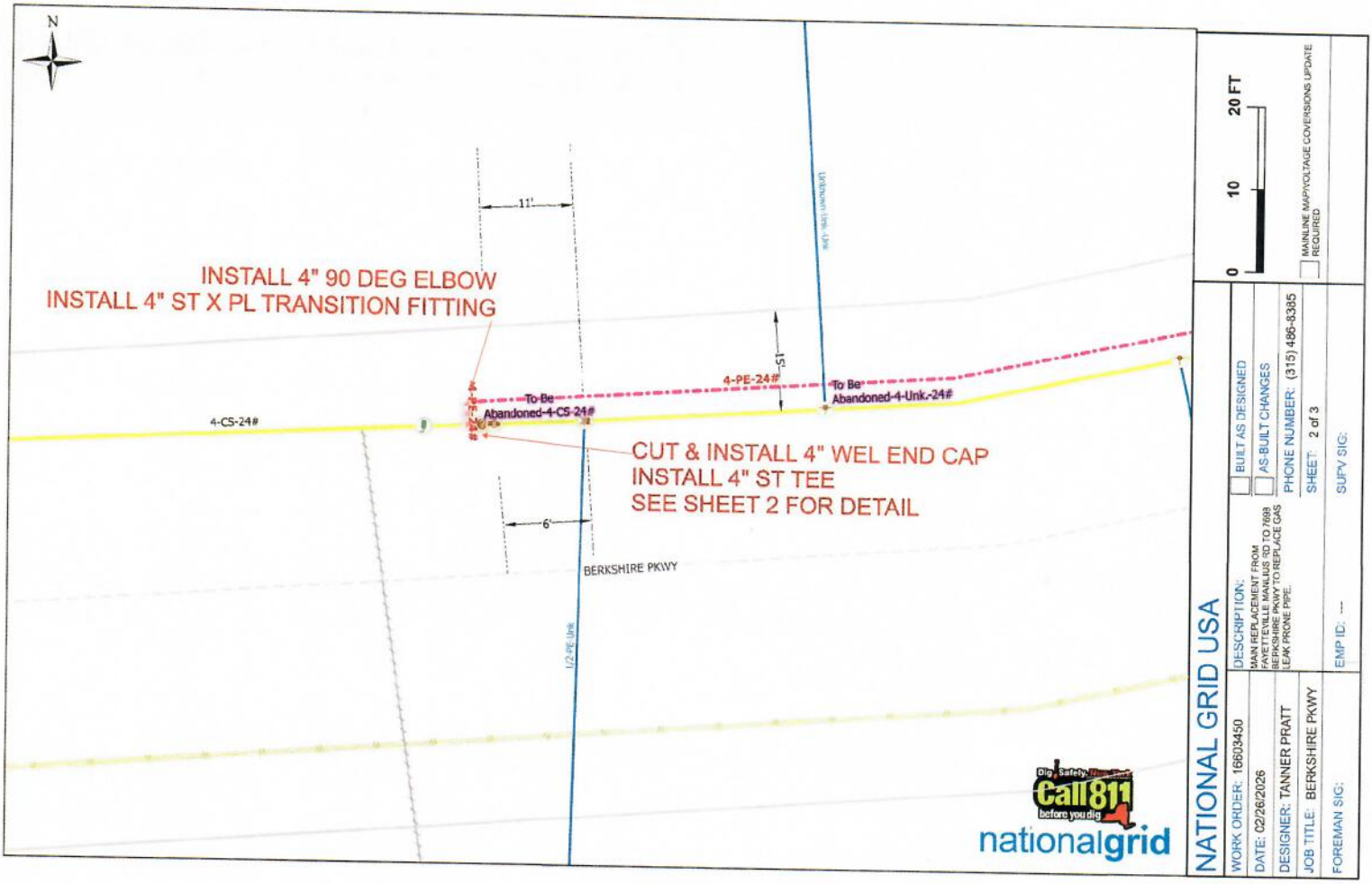
PHONE NUMBER: (315) 486-8385

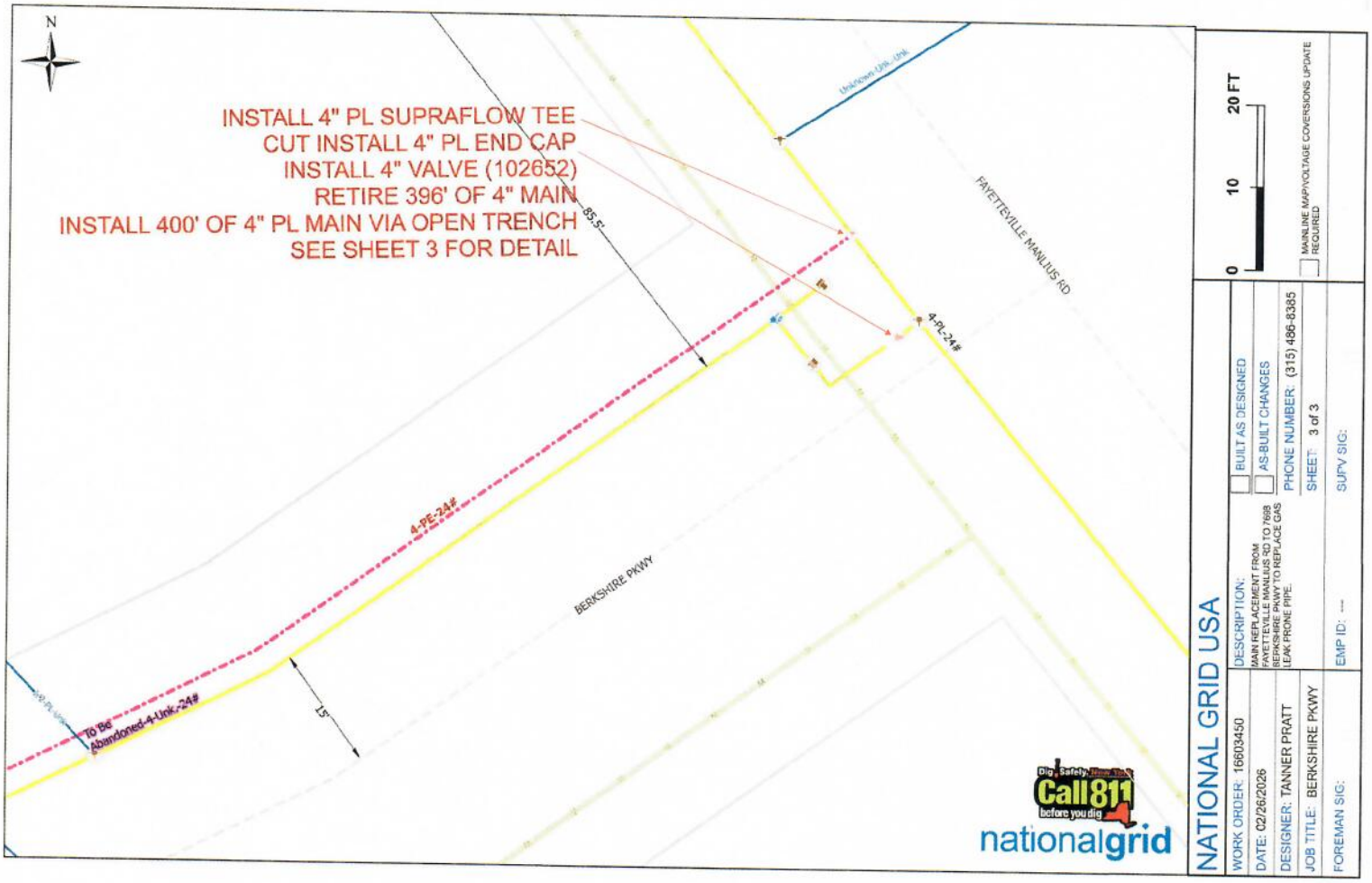
SHEET: 1 of 3

SUPV SIG:

0 30 60 FT

☐ MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED


N
INSTALL 4" 90 DEG ELBOW
INSTALL 4" ST X PL TRANSITION FITTING
11'
15'
4-PE-24#
To Be Abandoned-4-CS-24#
To Be Abandoned-4-Unk.-24#
4-CS-24#
CUT & INSTALL 4" WEL END CAP
INSTALL 4" ST TEE
SEE SHEET 2 FOR DETAIL
6'
BERKSHIRE PKWY
1/2-PE-Unk
Unknown-Unk.-Unk
0
10
20 FT
MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED
NATIONAL GRID USA
WORK ORDER: 16603450
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: BERKSHIRE PKWY
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO 7698 BERKSHIRE PKWY TO REPLACE GAS LEAK PRONE PIPE.
EMP ID: ---
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 2 of 3
SUPV SIG:
Call 811 before you dig
nationalgrid


N
INSTALL 4" PL SUPRAFLOW TEE
CUT INSTALL 4" PL END CAP
INSTALL 4" VALVE (102652)
RETIRE 396' OF 4" MAIN
INSTALL 400' OF 4" PL MAIN VIA OPEN TRENCH
SEE SHEET 3 FOR DETAIL
85.5'
15'
4-PE-24#
4-PL-24#
To Be Abandoned-4-Unk.-24#
BERKSHIRE PKWY
FAYETTEVILLE MANLIUS RD
Unknown-Unk.-Unk
Call 811 before you dig
nationalgrid
NATIONAL GRID USA
WORK ORDER: 16603450
DATE: 02/26/2026
DESIGNER: TANNER PRATT
JOB TITLE: BERKSHIRE PKWY
FOREMAN SIG:
DESCRIPTION:
MAIN REPLACEMENT FROM FAYETTEVILLE MANLIUS RD TO 7698 BERKSHIRE PKWY TO REPLACE GAS LEAK PRONE PIPE.
EMP ID: ---
BUILT AS DESIGNED
AS-BUILT CHANGES
PHONE NUMBER: (315) 486-8385
SHEET: 3 of 3
SUPV SIG:
0
10
20 FT
MAINLINE MAP/VOLTAGE COVERSIONS UPDATE REQUIRED

Prepared For:
Town of Manlius
Onondaga County, New York

Submitted by:
LaBella Associates
300 State Street
Suite 201
Rochester, NY 14614
(585) 454-6110

LaBella
Powered by partnership.

CONTRACT DOCUMENTS
for the

MUIRFIELD DRIVE STORMWATER IMPROVEMENTS

OCTOBER 2025

PROJECT NO. 2251531

ADDENDUM NO. 1
Muirfield Drive Stormwater Improvements
Town of Manlius

Effective from this date of issue, the following changes are part of the Contract Documents for the above-referenced project.

All provisions of the original Contract Documents shall remain in full force and effect as specifically described in this Addendum. The date of issue is **November 17, 2025.** The bid date remains unchanged.

TO THE DRAWINGS:

C703 – CONSTRUCTION DETAILS

1. ***DELETE*** the following label on detail 3/C703 "RESTORE LAWN DISTURBED BY CONSTRUCTION AND PROVIDE NEW 4" MINIMUM DEPTH MECHANICALLY SCREENED TOPSOIL (TYP)" in its entirety and ***REPLACE*** it with "RESTORE LAWN DISTURBED BY CONSTRUCTION AND PROVIDE NEW **6" MINIMUM DEPTH** MECHANICALLY SCREENED TOPSOIL (TYP)".

Jason R. Ebbs, P.E.
Project Manager
LaBella Associates, D.P.C.

This addendum is to be signed below and attached to the bid submitted to the Town of Irondequoit.
Received and accepted by:

(Bidder's Signature)

11/18/25
(Date)

TABLE OF CONTENTS

BIDDING DOCUMENTS

DIVISION 00

ADVERTISEMENT FOR BIDS 00 11 13
INSTRUCTIONS TO BIDDERS 00 21 16
SUBSTITUTIONS 00 26 00
BID PROPOSAL 00 42 00
BID SECURITY FORM 00 43 13
SITE INVESTIGATION CERTIFICATION 00 43 14
PROPOSED SCHEDULE OF VALUES 00 43 73
NON-COLLUSIVE BIDDING CERTIFICATE 00 45 19
SEXUAL HARASSMENT PREVENTION CERTIFICATION 00 45 50
E0 177 CERTIFICATION 00 46 00

CONTRACT DOCUMENTS

AGREEMENT FORMS 00 52 00
AGREEMENT ACKNOWLEDGMENTS 00 52 01
NOTICE TO PROCEED ..... EJCDC C-550
PERFORMANCE BOND 00 61 00
LABOR AND MATERIALS PAYMENT BOND 00 61 13
GENERAL CONDITIONS 00 72 00
SPECIAL CONDITIONS 00 73 00
WAGE RATE DETERMINATION 00 73 43
CHANGE ORDER ..... EJCDC C-941
ALLOWANCE AUTHORIZATION 00 94 30

TECHNICAL SPECIFICATIONS

DIVISION 01

ALLOWANCES 01 21 00
SUBSTITUTION PROCEDURES 01 25 00
PRECONSTRUCTION MANAGEMENT MEETING 01 31 19
PROGRESS MEETINGS 01 31 20
SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES 01 33 23
SUBMITTAL COVER SHEET 01 33 24
APPLICABLE STANDARDS 01 42 19
QUALITY CONTROL 01 45 00
TEMPORARY FACILITIES AND CONTROLS 01 50 00
CONTRACT CLOSEOUT 01 70 00
GRADES, LINES AND LEVELS - LAYOUT OF WORK 01 71 00

DIVISION 02

SELECTIVE DEMOLITION 02 41 19

DIVISION 03

CAST-IN-PLACE CONCRETE 03 30 00

DIVISION 22

TEMPORARY BY-PASS PUMPING 22 13 14

DIVISION 31

SITE CLEARING 31 10 00
EARTH MOVING 31 20 00
EROSION AND SEDIMENT CONTROL 31 25 00
EXCAVATION SUPPORT AND PROTECTION 31 50 00

DIVISION 32

MAINTENANCE AND PROTECTION OF TRAFFIC 32 01 05
FENCES AND GATES 32 31 23
TURF AND GRASSES 32 92 00

DIVISION 33

PRECAST STRUCTURES 33 05 13
STORM UTILITY DRAINAGE PIPING 33 41 00

ATTACHMENTS

A. QUALIFICATIONS STATEMENT
B. GEOTECHNICAL REPORT
C. CHANGE ORDER BACKUP SHEETS

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

The Town of Manlius will receive sealed bids for the **Muirfield Drive Stormwater Improvements.**

Sealed Bids will be received, and bids publicly opened and read at the following place and time:

Place: Town of Manlius
301 Brooklea Dr
Fayetteville, New York 13066

Date: Wednesday, November 19, 2025
Time: 10:00am, local time

Base Bid: Remove the existing stormwater basin structure and accumulated sediment, abandon a portion of existing storm sewer, install new storm manholes, storm sewer pipes, metal end sections, light stone and stormwater chamber system, site grading, gravel access road, fencing and provide and maintain erosion and sediment control practices.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under each contract. Plans and specifications are available for inspection at the following location(s) and may be obtained upon payment of seventy-five ($75) dollars for each set of documents requested. This check is **non-refundable.**

Representative: **Rotolite Elliott**

Place: **1 Grove Street**
Pittsford, NY 14534
(585) 385-1463
M-F 8:00 a.m. to 5:00 p.m.

Check for Plans and Specifications shall be made payable to the Town of Manlius.

If you would like Plans and Specifications mailed to you, please enclose an additional check for twenty-five ($25) per set made payable to Rotolite Elliott. This option is only available through Rotolite Elliott.

Bidding Documents also may be examined online with an online payment by visiting www.recplanroom.com (click Public Jobs under the Menu Tab on the left hand side of the plan room homepage. Once you are in the public plan room, please select the link for the **Muirfield Drive Stormwater Improvements.**

The successful bidder(s) must self-perform at a minimum 50% of the contracted work.

Bids must be made in writing on the forms furnished and shall be accompanied by a bid guarantee for an amount not less than five percent (5%) of the amount bid in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Manlius is exempt under New York State Tax law, and therefore, no sales tax on the cost of materials incorporated into the project shall be included in the bid.

The successful Bidder will be required to furnish and pay for satisfactory performance and labor and material bonds in accordance with the INSTRUCTIONS TO BIDDERS.

The Town of Manlius reserves the right to consider bids for forty-five (45) days after the receipt before awarding any contract. The Town of Manlius further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which it may deem to be the most favorable to its best interests.

An optional Pre-Bid meeting will be held on **November 10, 2025**, with all contractors assembled **on site (near 5136 Muirfield Drive) at 10:00am.**

All bidding questions or Requests for Information must be submitted by 5:00pm on November 12, 2025. All questions may be sent to gnking@labellapc.com. Questions or requests for additional submitted after this date / time may not receive a response.

Dated: **October 2025**

Town of Manlius
Carrie Grevelding
(315) 637-3521

END OF SECTION

SECTION 00 21 16
INSTRUCTIONS TO BIDDERS

1.00 PREPARATION AND SUBMITTAL OF BIDS

1.01 Bids shall be submitted on the Bid Forms furnished with the Contract Documents.

1.02 All blank spaces for bid prices shall be properly filled in, in ink, or typed. In cases where both words and figures are requested, the written words shall be binding on the Bidder. In the event of an error in the sum total of the bid, the Contractor's bid shall be the sum total of all items in written words. In case of a discrepancy in the prices contained in the Bid form submitted in duplicate by the Bidder, the Bid form which contains the lowest bid shall be deemed the bid of the Bidder; provided, however, the Owner may consider the Bid of such Bidder informal. Bids shall not be modified, limited or restricted in any way.

1.03 Bids shall be enclosed in a sealed envelope, plainly marked with the title of the project **"Muirfield Drive Stormwater Improvements"** and name and address of the Bidder on the outside. No Bid will be considered unless filed on or before the time and at the place designated in the "Advertisement for Bids." Bids received after the time set for the opening will be returned to Bidders unopened. When sent by mail, preferably registered, the sealed Bid, marked as above, should be enclosed in an additional envelope similarly marked and addressed to:

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

1.04 Bids received prior to the time of opening will be securely kept unopened. No Bid received after the time of opening will be considered.

1.05 The Town of Manlius is exempt under New York State Tax Law and, therefore, no sales tax shall be included in the bids for materials which shall become an integral component part of the permanent installation.

1.06 Contract Time & Long Lead Time Items

A. With the Bid, submit a complete list of all items with lead times over 8 weeks or any lead times the Contractor believes may impact the contract duration. Clearly list each item, along with the specific lead time from approved submittal to delivery onsite. In addition, provide a baseline construction schedule that accounts for the lead item.

B. Contract extensions due to lead times will not be granted for any item or material excluded from the list provided with the contractor's bid.

C. No contract extensions will be granted because of long lead time items without the written approval of the engineer. If the contractor requests a contract extension because of a long lead time item, the contractor will be required to submit supporting documents that indicate the difference in lead time from the BID and evidence that equal items / suppliers are not available. By submitting its bid, Contractor is indicating to Owner and Engineer that it has fully considered its ability to complete the Work (including the lead time necessary to procure

materials and equipment and any other items required) within the Contract Time and milestones, if any, presented in the Bid Documents and explicitly affirms to the Owner its ability to do so.

1.07 Schematic Excavation Support, Shoring and Dewatering Plan:

A. Submit a well-defined plan which includes:

1. A drawing or legible hand sketch showing layout of shoring system.

2. A narrative stating the approach and sequencing for excavating, shoring, dewatering, and construction of all below grade structures.

3. Name, contact information, and the NYS license number of the engineer that will be responsible for the delegated design of the excavation protection system.

4. A signed letter from a licensed engineer stating that they have reviewed the geotechnical report and contract documents.

1.08 Contractors are **required** to complete and submit the following forms with their bids:

- Section 00 43 13 – Bid Security Form
- Section 00 43 14 - Site Investigation Certificate
- Section 00 45 19 - Non-Collusive Bidding Certificate
- Section 00 45 50 – Sexual Harassment Prevention Certificate
- Section 00 46 00 – E0177 Certificate
- Subcontractor List
- Long Lead Time Items List
- Schematic Excavation Support, Shoring and Dewatering Plan

2.00 BID GUARANTEE

2.01 Each Bid must be accompanied by a Bid Guarantee, which shall not be less than five percent (5%), of the total bid amount. The Bid Guarantee may be a certified check, bank draft, or a Bond in the form set forth in section 00 45 13 herein. The Bond shall be issued by a Surety Company authorized to do business in the State of New York. No Bid will be considered unless it is accompanied by the required Bid Guarantee. Certified check or bank draft must be payable to the order of the Town of Manlius. Cash deposits will not be accepted. The Bid Guarantee shall be conditioned the execution of the Agreement, and the furnishing of the required surety bonds by the successful Bidder.

2.02 Bid Guarantees will be returned within ten (10) days after the bids are opened to Bidders whose Bids, in the judgment of the Owner and Architect/Engineer, will not be considered in making the Award.

2.03 Failure of the successful Bidder, whose bid the Owner intends to award, to both execute the Agreement tendered by the Owner with the Notice of Intent to Award Contract, and to provide the required performance and payment bonds, shall entitle the Owner to recover from the Bid Guarantee the amount of the Contract finally entered into for the work which is the subject of this Bid in excess of the amount of the Bid of the Bidder, not to exceed the amount of the Bid Guarantee.

3.00 INTERPRETATIONS OR ADDENDA

3.01 No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Architect/Engineer. To be given consideration, all inquiries must be received by the Architect/Engineer five (5) or more days prior to the date set for the receipt of Bids. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be on file at the offices of the Owner and the Architect/Engineer at least twenty-four (24) hours before proposals are opened. In addition, all Addenda will be electronically mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

4.00 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

4.01 Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work to be performed, and shall inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Specifications, and all other Contract Documents. Each Bidder is required to complete the SECTION 00 43 14 - SITE INVESTIGATION CERTIFICATION.

4.02 The Contractor by the execution of the Contract shall in no way be relieved of any obligation under the Contract, due to his/her failure to examine the Contract Documents or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

5.00 MODIFICATIONS OF BIDS

5.01 Written or electronic modifications of Bids prior to the opening of the Bids, may be accepted if received in accordance with the requirements for the submission of Bids as provided above. Bidders are cautioned that if in the opinion of the Owner or the Architect/Engineer such modifications are not explicit, or are in any sense subject to misinterpretation, then the Bid so amended or modified will be subject to rejection.

6.00 WITHDRAWAL OF BIDS

6.01 Any Bidder, upon his/her written request, will be given permission to withdraw his/her Bid not later than the time set for opening. At the time of opening of the Bids, when such Bid is included, it will be returned to the Bidder unopened. The Bidder's rights to withdraw its Bid after it has been opened is governed by Municipal Law Section 103(11).

6.02 If within 48 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

7.00 STATEMENT OF BIDDER'S QUALIFICATIONS

7.01 Each bidder must meet the following requirements for their bid to be considered by the Owner:

1. Each bidder must have a minimum of ten years in experience in the construction of:

    a. Underground utilities.

    b. Stormwater chamber systems.

2. Within 72 hours after the opening date specified in the Advertisement for bids, the qualifications statement, a detailed financial and ownership statement must be submitted to the Engineer by the apparent low Bidder.

3. Each bidder shall upon the request of the owner submit copies of their certified financial statements for the last two years or equivalent proof of financial responsibility. The apparent low bidder shall submit said statements to the Engineer within two days after receipt of the Notice of Intent to Award Contract.

4. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The Owner may reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract. The issuing of bid documents and receipt of a Bidder's bid by the Owner shall not be construed as pre-qualification of that Bidder.

8.00 SUBCONTRACTORS

8.01 In accordance with General Municipal Law §101(5), **each Bidder shall submit with its bid a separate sealed list that names each subcontractor that the Bidder will use to perform work** on the Contract and the amount to be paid to each, for (a) plumbing and gas fitting, (b) steam, hot water heating, ventilating and air-conditioning apparatus and (c) electric wiring and standard illuminating fixtures. The sealed list of subcontractors submitted by the unsuccessful Bidders shall be returned to them unopened after the contract award.

9.00 CONSIDERATION OF BIDS

9.01 The Owner shall have the right, to reject any or all bids, to waive any informality in bids received, to reject any items of any bid, to obtain new Bids, or to proceed to do the work otherwise, when the best interest of the Owner may be promoted thereby.

9.02 Pursuant to General Municipal Law §105, any bidder may withdraw its bid if no award is made within the date listed in section 00 11 13 advertisement for bids after the Town's receipt thereof, and upon such withdrawal the Bid Guarantee shall be returned to the Bidder.

10.00 ACCEPTANCE OF BID AND AWARD OF CONTRACT

10.01 Within ten (10) days of the receipt of a Notice of Intent to Award Contract accompanied by an Agreement prepared by the Owner, the successful Bidder shall execute the agreement as provided hereinafter. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties only with its formal execution by both the successful Bidder and the Owner. Delivery to the Bidder of an Agreement executed by both the Owner and Bidder shall constitute an award of the Contract.

11.00 DETERMINATION OF LOW BIDDER

11.01 Except where the Owner exercises the right to reject any or all Bids, the Owner will award the Agreement to the lowest responsible Bidder on the basis therefore and complying with all requirements of the "ADVERTISEMENT FOR BIDS" and these "INSTRUCTIONS TO BIDDERS," after investigations are made to determine the Bidder's responsibility and capability, and responsibility and capability of subcontractors proposed for the work by the Bidder.

12.00 EXECUTION OF CONTRACT

12.01 The Bidder whose Bid has been accepted will be required to appear at the place and the time designated by the Owner, in person; or if a Firm or Corporation, a legally authorized representative shall so appear, and shall execute the Contract within ten (10) calendar days of the date of Notice of Award of Contract. In the case of a Firm or Corporation, the person so appearing to represent such Firm or Corporation and sign the Agreement on its behalf shall present satisfactory proof in writing to the Owner that such person is a properly authorized representative of such Firm or Corporation and has the authority to sign such Agreement on its behalf and be bound by such signature so affixed to the Agreement on behalf of the Firm or Corporation.

12.02 In addition, the successful Bidder, within ten (10) calendar days of the date of the notice of intent to award, shall procure, execute, and deliver to the Owner and maintain, at his/her own cost and expense, the following bonds, in the form attached herein, of a Surety Company approved by the Owner and authorized to do business in the **State of New York** as a surety and insurance certificates as required by the terms of the Agreement:

A. Performance Bond - in an amount of one hundred percent (100%) of the total amount payable to the Contractor by the terms of the Contract (see Section 00 61 10).

B. Labor and Materials Payment Bond - in an amount of one hundred percent (100%) of the total amount payable to the Contractor by the terms of the Contract (see Section 00 61 13).

END OF SECTION

SECTION 00 26 00
SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. This section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections: The following sections contain requirements that relate to this section:

1. Section 01 42 19 "Applicable Standards" specifies the applicability of industry standards to products specified.

2. Section 01 33 23 "Submittals, Shop Drawings, Product Data and Samples" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

A. Definitions in this article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract or re-review of previously approved shop drawings are considered to be requests for substitutions. The following are <u>not</u> considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this section for substitutions.

2. Revisions to the Contract Documents requested by the Owner.

3. Specified options of products and construction methods included in the Contract Documents.

1.4 SUBMITTALS

A. Substitution Request Submittal: The Architect/Engineer will consider requests for substitution if received within 30 days after commencement of the work (as defined in the notice to proceed). Requests received more than 30 days after commencement of the work may be considered or rejected at the discretion of the Architect/Engineer.

1. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification section and drawing numbers.

2. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

a. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction that will be necessary to accommodate the proposed substitution.

b. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements, such as performance, weight, size, durability and visual effect.

c. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.

d. Cost information and associated cost justifications, including a proposal of the net change, if any in the contract sum.

e. A statement indicating the substitution's effect on the Contractor's construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.

f. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

B. A substitution request constitutes a representation that the Contractor:

1. Has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same or improved warranty for the substitution as for the specified product.

3. Certifies that the substitution does not affect dimensions shown on the Contract Drawings. Certifies that the substitution will have no adverse effect on other trades.

4. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional costs to the Owner.

5. Will reimburse the Owner for all related expenses incurred by the Architect/Engineer and/or Owner to complete the evaluation of the substitution and determine its acceptability (whether the substitution is ultimately approved or rejected).

6. Waives claims for additional costs or time extensions, which may subsequently become apparent.

7. Will reimburse the Owner for review or redesign services associated with re-approval by authorities.

8. Will reimburse the Owner for all related expenses incurred by the Owner and/or Architect/Engineer for changes and coordination necessitated by the approved substitution.

9. Maintenance and service parts will be locally available to the Owner for the substitution.

PART 2 - PRODUCTS

2.1 MATERIALS

A. SUBSTITUTIONS

1. Conditions: The Owner will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied:

   a. Extensive revisions to the Contract Documents are not required.

   b. Proposed changes are in keeping with the general intent of the Contract Documents.

   c. The request is timely, fully documented, and properly submitted.

   d. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.

   e. A specified product becomes unavailable through no fault of the Contractor.

2. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request or when acceptance will require extensive revisions to the Contract Documents.

3. Substitutions incorporated into the Work, not properly approved and authorized will be considered defective.

4. Approval of substitutions affecting cost and/or time will require the execution of a change order. Final acceptance of such a change order by the Owner may be contingent upon approval from the appropriate funding agency, if any.

PART 3 - EXECUTION

3.1 SUBSTITUTIONS

A. SUBMITTAL PROCEDURE

1. Submit three copies of the request for substitution (as outlined in Section 1.4 above) for consideration.

2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence (number of copies as required for shop drawings).

3. The Architect/Engineer will notify the Contractor, in writing, of the decision to accept or reject request, as well as any costs incurred.

4. The Engineer will be granted at least ten (10) business days to review substitutions.

B. REIMBURSEMENT

1. Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute.

2. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

END OF SECTION

SECTION 00 42 00
BID PROPOSAL

1.00 BID PROPOSAL LETTER

Muirfield Drive Stormwater Improvements
Town of Manlius
301 Brooklea Dr
Fayetteville, New York 13066

Submitted by:

IDH LLC
(Contractor)

I the undersigned Bidder has carefully examined the Instructions to Bidders and Contract Documents For:

Town of Manlius
Muirfield Drive Stormwater Improvements

and hereby offers to do all the work and furnish all the materials required in strict accordance with the Contract Documents.

1.00 PRICING AND PROPOSAL DATA

1.01 SCOPE

The Bidder agrees to furnish the materials, equipment, superintendence, labor, skill, and all other items necessary for the complete construction of the project as described in the Contract Documents.

1.02 BID SCHEDULE OF VALUES

The Bid Schedule of Values lists one Lump Sum item. Lump Sum bid to include all labor, material, equipment, to complete the project in full (including, but not limited to, bonds, insurances, securities, mobilization, etc.).

1.03 BID CALCULATION

(1) All work excluding Allowances:

Three hondred forty seven Thoasond (In words) $ 347,000 (In figures)

(2) Allowances (in accordance with Section 01 21 00):

Twenty Five Thousand Dollars (In words) $ 25,000 (In figures)

(3) **TOTAL BASE BID:** Add lines (1) and (2)

Three hondred Seventy Two thoasond (In words) $ 372,000 (In figures)

II. The undersigned acknowledges the receipt of the following Addenda, but agrees to be bound by all Addenda, whether or not listed herein:

ADDENDUM NUMBERS AND DATES

Addendum No.	#1	dated:	11/17/25
Addendum No.	_____	dated:	_____
Addendum No.	_____	dated:	_____

III. The Bidders submits here with a Bid Guarantee in the amount of $ 18,600 . In event the bidders fails, within ten (10) calendar days after date of receipt of Notice of Intent to Award, to execute and deliver to the Owner an Agreement in the form provided with said notice and deliver a performance bond, a labor and material bond in the amounts and form prescribed, the Owner may seek recovery from the Bid Guaranty, otherwise the total amount of the bid security will be returned to the Bidder in accordance with provisions set forth in "INSTRUCTIONS TO BIDDERS."

IV. The undersigned Bidder also agrees as follows:

FIRST: EXECUTION OF AGREEMENT AND SURETY BONDS

Within ten (10) calendar days after receipt of the Agreement provided by the Owner with the Notice of Intent to Award Contract, the bidder shall execute and return the signed Agreement to the Owner, and shall furnish to the Owner required surety bonds, each in the sum of one hundred percent (100%) of the amount of the Contract, to be awarded, to bidder, as security for the faithful performance of the work, and for the payment of all persons performing labor and furnishing materials in connection with the work.

SECOND: NOTICE TO PROCEED

The Notice to Proceed is anticipated to be issued on or about March 02, 2026. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the above indicated time or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

THIRD: CONTRACT TIMES

The Work must be substantially completed within 100 days after the date when the Contract Times commence to run as provided in section 8 of the General Conditions and completed and ready for final payment in accordance with section 8 of the General Conditions within 120 days after the date when the Contract Times commence to run.

FOURTH: LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

FIFTH: NON-COLLUSION

Has completed the SECTION 00 45 19, NON-COLLUSIVE BIDDING CERTIFICATION.

Certifies as follows: Pursuant to Section 103-d of General Municipal Law.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

   1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

   2. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.

   3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

SIXTH: REFUSAL TO TESTIFY

The Contractor hereby agrees to the provisions of Section 139-b of New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a state department, legislative body, state commission or other state agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contract with the State of New York or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.

B. Any and all Contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law by such a person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

SEVENTH: NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor hereby agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

B. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (A) through (G) hereinafter called "nondiscrimination clauses."

If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these

nondiscrimination clauses or that is consents and agrees that recruitment, employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Commission for Human Rights of such failure or refusal.

C. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (A) and (B) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, or national origin.

E. The Contractor will comply with the provisions of Section 291-299 of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

F. This Contract may be forthwith canceled, terminated, or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

G. The Contractor will include the provisions of clauses (A) through (F) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

EIGHTH: SALES TAX, TRANSFER OF OWNERSHIP

I. Bid price(s) shall not include any Sales Tax levied by the following governmental agencies:

1. New York State
2. Onondaga County, New York
3. Any other Town or Governmental Agency

2.00 SIGNATURES

DATED: 11/19/25

A. If Individual, Partnership, or Non-Incorporated Organization

Name of Bidder: IDH LLC

By: _____
(Signature - Blue or other non-black ink required)

Address of Bidder: 10280 old state Rd Carthage NY 13619

Bidder Email Address (**Required**): Marcus@idhpro.com

Bidder Phone No. (**Required**): (315) 778-9876

Names and Addresses of Owners or Partners of the Bidder

Marcus Moser 10280 old state Rd
Carthage NY 13619

B. If a Corporation:

Name of Bidder: _____

By: _____
(Signature) (Title) (Blue or other non-black ink required)

Address of Bidder: _____

Bidder's Email Address
(Required): _____

Bidder's Cell Phone No.
(Required): _____

Name of President _____
(Name) (Address)

_____

Officer (Secretary) _____
(Name) (Address)

_____

Treasurer _____
(Name) (Address)

_____

CORPORATE SEAL

END OF SECTION

SECTION 00 43 13
BID SECURITY FORM

1.00 FORM OF BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned IDH, LLC 10280 Old State Road, Carthage, NY 13619 as Principal, and RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615 as Surety, are hereby held and firmly bound unto Town of Manlius 301 Brooklea Dr Fayetteville NY, 13066 as Owner in the penal sum of $ Five percent of contract amount (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Whereas the Principal has submitted to the Owner a certain Bid, which is incorporated by reference, and made a part hereof, to enter into a contract generally for the removal the existing stormwater basin structure and accumulated sediment, abandonment of a portion of existing storm sewer, installation of new storm manholes, storm sewer pipes, metal end sections, light stone and stormwater chamber system, site grading, gravel access road, fencing and providing and maintainaing erosion and sediment control practices, as more fully described in the Bidding Documents provided by the Owner, and specifically identified as Muirfield Drive Stormwater Improvements, Town of Manlius, LBA Project No. 2251531.

NOW, THEREFORE, the condition of this obligation is that:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the form of an agreement (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract, and a bond for the payment of all persons performing labor or furnishing materials in connection therewith.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may award such Bid; and said Surety does hereby waive notice of any such extension.

Failure of the principal, whose Bid the Owner intends to award, to both execute the Agreement tendered by the Owner, and to provide the required performance and payment bonds, shall entitle the Owner to recover from the Bid Guarantee the amount of the Contract finally entered into for the work which is the subject of this Bid in excess of the amount of the Bid of the principal.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

JDH, LLC

Marcus Moser, Member Principal (L.S.)

RLI Insurance Company

Surety

BY: _____

Gary A Cardinale, Attorney-In-Fact

SEAL

END OF SECTION

SECTION 00 43 14
SITE INVESTIGATION CERTIFICATION

PART 1 - GENERAL

The Contractor acknowledges that he/she has visited the site of the proposed work on Nov. 10th, 2025 and has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the confirmation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

STATE OF NY

COUNTY OF Lewis

CITY OF Denmark (Carthage Mailing address)

SS

Signature of Bidder

10280 old state Rd Carthage, NY 13619
Business Address of Bidder

Sworn to and subscribed before me this 19th day of November, 2025.

(Notary Public)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

END OF SECTION

SECTION 00 43 73
PROPOSED SCHEDULE OF VALUES

1.1 BID FORM SUPPLEMENT

A. Within 7 days of the receipt of the Notice of Award, submit a completed Proposed Schedule of Values form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of **five** percent of the Contract Sum, and the General Conditions.

B. Arrange schedule of values using **AIA Document G703-1992**

1. Copies of AIA standard forms may be obtained from the American Institute of Architects; https://www.aiacontracts.org

END OF SECTION

SECTION 00 45 19
NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in case of a joint bid, each party hereto certifies as to its organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

4. The bidder herein has carefully examined the annexed form of the contract and contract documents.

5. The bidder has not violated the provisions of Section 103-d of General Municipal Law.

STATE OF NY

COUNTY OF lewis

CITY OF Carthage - Town of Denmark

SS

Signature of Bidder

10280 old state Rd Carthage NY 13619
Business Address of Bidder

Sworn to and subscribed before me this 19th day of November, 2025.

(Notary Public)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2029

END OF SECTION

Certification Regarding Sexual Harassment Prevention Policies Pursuant to State Finance Law §139-l

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, Marcus Moser, hereby affirm, under penalty of perjury, that
Printed Name of Person Executing Certification

I am Managing Member of the above-named bidder that I am
Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

STATE OF NY)
) ss.:
COUNTY OF Lewis)

On this 19th day of November, 2025, before me personally came

Marcus Moser, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Submit form with original signatures

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

END OF SECTION

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor Name: IDH LLC

By: _____ Date: 11/19/25
Signature

Print Name and Title: Marcus Moser Managing Member

END OF SECTION

SECTION 00 52 00
AGREEMENT FORMS

1.00 AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between the ***Town of Manlius***, (maintaining office at ***301 Brooklea Dr.***), parties of the first part, hereinafter called the OWNER, and

IDH LLC
10280 old State Rd
Carthage, NY 13619

party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations, hereinafter named agree as follows:

1.01 SCOPE OF THE WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work in accordance with the requirements of the plans and specifications and as may be reasonably implied and required to make the work complete in every respect.

For the Project entitled:

Muirfield Drive Stormwater Improvements

1.02 CONTRACT DOCUMENTS

The work shall be performed in accordance with the requirements and provisions of the following Documents prepared by the Firm of LaBella Associates, D.P.C., hereinafter called the ARCHITECT/ENGINEER, and which Documents in addition to the Contract Documents in General Conditions Paragraph 1.1.1, are hereby made a part of this Agreement.

A. Drawings (not attached but incorporated by reference) for all contract and alternates work consisting of 9 sheets with each sheet bearing the following general title: "Muirfield Drive Stormwater Improvements

B. Bidding Documents as listed in the Table of Contents of the Project Manual

C. Contract Documents as listed in the Table of Contents of the Project Manual

D. Technical Specifications as listed in the Table of Contents of the Project Manual

E. Attachments as listed in the Table of Contents of the Project Manual

i. The following Addenda:

Addendum No. #1 dated: 11/17/25

Addendum No. _____ dated: _____

1.03 TIME OF COMPLETION

A. The work to be completed under these Contracts shall be commenced within five (5) days after the date of Notice to Proceed.

B. The entire work shall be completed within the completion time noted within the TIME OF COMPLETION provided in section 00 42 00 Bid Proposal beginning from receipt of the Notice to Proceed.

C. Failure to complete the specified sections of the work within the time stipulated in this Article, including extensions granted thereto as determined by the Architect/Engineer, shall entitle the Owner to deduct from the monies due, or about to become due to the Contractor, an amount equal to the amounts provided in section 00 42 00 Bid Proposal for each calendar day of delay in the completion of the work, said sum being fixed and agreed as Liquidated Damages which the Owner will suffer by reason of such delay and not as a penalty.

1.04 THE CONTRACT SUM

A. The Owner shall pay to the Contractor for the performance of the Contract, subject to additions and deductions and the adjustment of final quantities as provided herein, the total base bid (Contract sum) as follows:

Base Bid: Three hundred Seventy two thousand Dollars and zero Cents
(Written in words)

$ 372,000 00
(Written in numerals)

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

Owner
Town of Manlius
301 Brooklea Dr
Fayetteville, New York 13066

Witness

Title Owner

Contractor

IDH LLC
10280 old State Rd
Carthage, NY 13619

Witness

Title Owner

END OF SECTION

SECTION 00 52 01
AGREEMENT ACKNOWLEDGEMENTS

1.00 ACKNOWLEDGEMENTS

1.01 (ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NY)

SS:

COUNTY OF Lewis)

On this 20th day of January, 2026, before me personally came Marcus Moser, to me known, who being duly sworn, did depose and say that he resides in Carthage, NY; that he is the Managing Member of the KBH LLC corporation described in and which executed the foregoing instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of the corporation; and that he signed his name hereto by like order.

(Notary Public)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

1.02 (ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed, the foregoing instrument in the firm name of _____, and he duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

_____
(Notary Public)

1.03 (ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

_____
(Notary Public)

1.04 (ACKNOWLEDGEMENT BY MUNICIPALITY)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn did depose and say that they are the Supervisor of the Town of Irondequoit , and that he executed the above instrument; and that they are authorized to sign her name thereto on behalf of the Owner.

_____
(Notary Public)

END OF SECTION

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	Town of Manlius	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Labella Associates, D.P.C	Engineer's Project No.:	2251531
Project:	Muirfield Dr. Stormwater Improvements	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] ***or*** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

SECTION 00 61 00
PERFORMANCE BOND

1.00 PERFORMANCE BOND

1.01 GENERAL

KNOW ALL MEN BY THESE PRESENTS, that IDH, LLC 10280 Old State Road, Carthage, NY 13619 (hereinafter called the "Principal") and RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615 (hereinafter called the "Surety") are held and firmly bound to the Town of Manlius 301 Brooklea Drive Fayetteville, NY 13066 (hereinafter called the "Owner") in the full and just sum of Three hundred seventy two thousand and 00/100 Dollars ($372,000.00) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds himself, his/her heirs, executors, administrators and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the 12th day of January 20 26, with the Owner for the Muirfield Drive Stormwater Improvements a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract or his/her (their, its) part to be kept and performed and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner and Government from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner and Government for all outlay and expense which the Owner and Government may incur in making good any such default, and shall protect the said Owner and Government against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner and Government or its officers or agents or which the said Owner and Government may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his/her (their, its) agents or servants, or the improper performance of the said work by the said Principal, or his/her (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, if requested to do so by the Owner and Government, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and Government and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further;

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof; or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

IN WITNESS WHEREOF, the Principal has hereunto set his/her (their, its) hand and seal and the surety has caused this instrument to be signed by its Member, and its corporate seal to be hereunto affixed this 12th day of January 2026.

(If Corporation add Seal and Attestation.)

IDH, LLC
Principal

By:

Marcus Moser, Member

Attest

Secretary

RLI Insurance Company

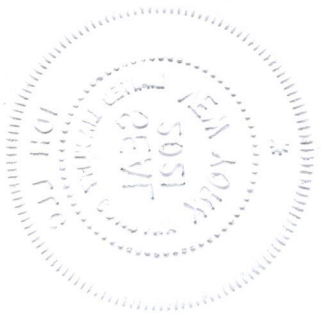
By:

Gary A Cardinale, Attorney-In-Fact

Add Corporation Seal.

Attest:

Joseph Cardinale, Witness



2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF NY)

SS:

COUNTY OF Lewis)

On the 12th day of January 2026, before me, the undersigned, Marcus Moser

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
(signature and office of individual taking acknowledgment)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned,_____

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____

(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

_____

(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF New York)

SS:

COUNTY OF Erie)

On this 12th day of January, 20 26, before me personally came Gary A Cardinale, to me known, who being by me duly sworn, did depose and say that he/she resides in Erie County, New York; that he/she is the Attorney-in-Fact of the RLI Insurance Company the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public or Commissioner of Deeds)

END OF SECTION

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

RLI® SURETY

P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	$ 1,623,131,091
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,523
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,817
Receivables for securities	275,318
Agents' balances	102,566,673
Investment income due and accrued	13,698,890
Funds held	0
Reinsurance recoverable on paid losses	16,390,360
Federal income taxes receivable	2,852,054
Net deferred tax asset	4,498,328
Guarantee funds receivable or on deposit	162,638
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,988
Other admitted assets	10,471,819
Total Admitted Assets	$ 3,620,048,212

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	$ 1,043,034,784
Unearned premiums	452,867,199
Accrued expenses	135,095,230
Funds held	590,443
Advance premiums	27,473,420
Amounts withheld	64,224,218
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	28,179,079
Payable for securities	7,894,282
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	$ 1,832,736,190
Surplus:	
Common stock	$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	$ 1,787,312,022
Total Liabilities and Surplus	$ 3,620,048,212

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of ***RLI Insurance Company****; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of* NEW YORK *and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.*

Attest:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

{ Corporate Seal Affixed }

Craig Kliethermes — President

Olga S. Happel — Assistant Secretary

Sworn to before me this 3rd day of March, 2025.

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott — *Notary Public, State of Ohio*

M0058325_Portal

RCB0061655

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 13th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12th day of January, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

3153548020212

A0058D19

SECTION 00 61 13
LABOR AND MATERIALS PAYMENT BOND

1.0 LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that IDH, LLC 10280 Old State Road, Carthage, NY 13619 (hereinafter called the "Principal") and RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615 (hereinafter called the "Surety") are held and firmly bound to the Town of Manlius 301 Brooklea Drive Fayetteville, NY 13066 (hereinafter called the "Owner") and the United States of America and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the full and just sum of Three hundred seventy two thousand and 00/100 Dollars ($372,000.00) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the 12th day of January 20 26, with the Owner for the Muirfield Drive Stormwater Improvements a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, the Owner has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor or the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, that no change, extension, alteration, or addition to the terms of the said Contract or specifications accompanying the same, shall in anywise affect its obligation under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition, and further;

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and provisions of local Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the surety has caused this instrument to be signed by its Member, and its corporate seal to be hereunto affixed this 12th day of January 2026.

(If Corporation add Seal and Attestation.)

IDH, LLC
Principal

By: _____
Marcus Moser, Member

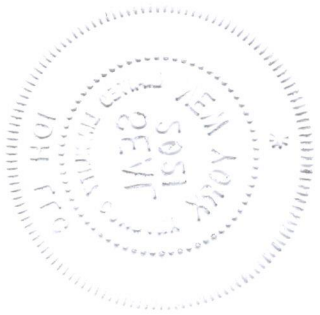
Attest: _____
Secretary

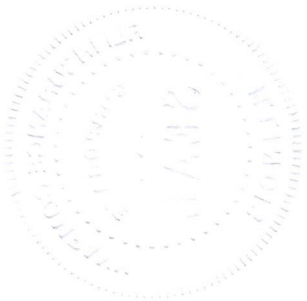
RLI Insurance Company

By: _____
Gary A Cardinale, Attorney-In-Fact

Add Corporation Seal.

Attest: _____
Joseph Cardinale, Witness





2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF NY)

SS:

COUNTY OF Lewis)

On the 12th day of January 2026, before me, the undersigned,

Marcus Moser

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(signature and office of individual taking acknowledgment)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

2.02 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned, _____personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____
(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

_____
(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF New York)

SS:

COUNTY OF Erie)

On this 12th day of January, 20 26, before me personally came Gary A Cardinale, to me known, who being by me duly sworn, did depose and say that he/she resides in Erie County, New York; that he/she is the Attorney-in-Fact of the RLI Insurance Company the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public or Commissioner of Deeds)

END OF SECTION

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

RLI® SURETY

P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

Investments:	
Fixed maturities	$ 1,623,131,091
Equity securities	1,673,246,978
Short-term investments	0
Real estate	23,610,523
Properties held to produce income	0
Cash and cash equivalents	100,053,303
Other invested assets	47,767,817
Receivables for securities	275,318
Agents' balances	102,566,673
Investment income due and accrued	13,698,890
Funds held	0
Reinsurance recoverable on paid losses	16,390,360
Federal income taxes receivable	2,852,054
Net deferred tax asset	4,498,328
Guarantee funds receivable or on deposit	162,638
Electronic data processing equipment, net of depreciation	1,319,432
Receivable from affiliates	2,988
Other admitted assets	10,471,819
Total Admitted Assets	$ 3,620,048,212

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	$ 1,043,034,784
Unearned premiums	452,867,199
Accrued expenses	135,095,230
Funds held	590,443
Advance premiums	27,473,420
Amounts withheld	64,224,218
Remittances and items not allocated	3,310,530
Dividends declared and unpaid	20,141
Ceded reinsurance premium payable	28,179,079
Payable for securities	7,894,282
Statutory penalties	367,343
Current federal and foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,191,167
Drafts outstanding	0
Payable to affiliate	17,707,813
Other liabilities	1,780,541
Total Liabilities	$ 1,832,736,190
Surplus:	
Common stock	$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,534,860,563
Total Surplus	$ 1,787,312,022
Total Liabilities and Surplus	$ 3,620,048,212

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of ***RLI Insurance Company****; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of* NEW YORK *and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.*

Attest:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

{ Corporate Seal Affixed }

Craig Kliethermes — President

Olga S. Happel — Assistant Secretary

Sworn to before me this 3rd day of March, 2025.

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott — *Notary Public, State of Ohio*

M0058325_Portal

RCB0061655

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 13th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12th day of January, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

3153548020212

A0058D19

SECTION 00 61 00
PERFORMANCE BOND

1.00 PERFORMANCE BOND

1.01 GENERAL

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the "Principal") and

_____

(hereinafter called the "Surety") are held and firmly bound to the _____

_____ (hereinafter called the "Owner") in the full and just sum of _____ Dollars ($_____) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds himself, his/her heirs, executors, administrators and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____ 20_____, with the Owner for the _____ a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract or his/her (their, its) part to be kept and performed and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner and Government from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner and Government for all outlay and expense which the Owner and Government may incur in making good any such default, and shall protect the said Owner and Government against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner and Government or its officers or agents or which the said Owner and Government may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his/her (their, its) agents or servants, or the improper performance of the said work by the said Principal, or his/her (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, if requested to do so by the Owner and Government, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and Government and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further;

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof; or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

IN WITNESS WHEREOF, the Principal has hereunto set his/her (their, its) hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20_____.

(If Corporation add Seal and Attestation.) _____
Principal

By: _____

Attest _____
Secretary

By: _____

Add Corporation Seal. Attest: _____

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned,_____

_____ personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgment)

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned,_____

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____
(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

_____
(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____ _____; that he/she is the _____ of the _____ the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____
(Notary Public or Commissioner of Deeds)

END OF SECTION

SECTION 00 61 13
LABOR AND MATERIALS PAYMENT BOND

1.0 LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the _____

_____ (hereinafter called the "Owner") and the United States of America and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the full and just sum of _____ Dollars ($_____) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____ 20____, with the Owner for the _____ a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, the Owner has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor or the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, that no change, extension, alteration, or addition to the terms of the said Contract or specifications accompanying the same, shall in anywise affect its obligation under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition, and further;

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and provisions of local Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20_____.

(If Corporation add Seal and Attestation.)

_____
Principal

By: _____

Attest: _____
Secretary

By: _____

Add Corporation Seal.

Attest: _____

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned,

_____

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgment)

2.02 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned, _____personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

_____
(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

_____
(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____ _____; that he/she is the _____ of the _____ the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____
(Notary Public or Commissioner of Deeds)

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

Contents

PART 1 - CONTRACT DOCUMENTS 4
1.1 DEFINITIONS 4
1.2 INTENT 6
1.3 SITE CONDITIONS 6
1.4 OWNERSHIP AND USE OF DOCUMENTS 7
1.5 Contract Times 7
1.6 Substantial Completion 7
PART 2 – ARCHITECT/ENGINEER 8
2.1 DEFINITION 8
2.2 ADMINISTRATION OF THE CONTRACT 8
PART 3 - OWNER 10
3.1 DEFINITION 10
3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER 10
3.3 OWNER'S RIGHT TO STOP or suspend THE WORK 10
3.4 OWNER'S RIGHT TO CARRY OUT THE WORK 11
3.5 OWNER'S RIGHT TO CLEAN UP 11
3.6 OWNER'S USE OF COMPLETED PORTIONS 12
PART 4 - CONTRACTOR 12
4.1 DEFINITION 12
4.2 REVIEW OF CONTRACT DOCUMENTS 12
4.3 SUPERVISION AND CONSTRUCTION PROCEDURES 12
4.4 LABOR AND MATERIALS 13
4.5 WARRANTY 13
4.6 TAXES 13
4.7 PERMITS, FEES AND NOTICES 13

4.8 SUPERINTENDENT 14
4.9 PROGRESS SCHEDULE 14
4.10 DOCUMENTS AND SAMPLES AT THE SITE 14
4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 15
4.12 USE OF SITE 16
4.13 CUTTING AND PATCHING OF WORK 16
4.14 CLEANING UP 16
4.15 ROYALTIES AND PATENTS 16
4.16 INDEMNIFICATION 16
4.17 HARASSMENT 17
PART 5 - SUBCONTRACTORS 17
5.1 DEFINITION 17
5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK 17
5.3 SUBCONTRACTUAL RELATIONS 18
PART 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS 18
6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS 18
6.2 MUTUAL RESPONSIBILITY 19
PART 7 - MISCELLANEOUS PROVISIONS 19
7.1 GOVERNING LAW 19
7.2 SUCCESSORS AND ASSIGNS 20
7.3 WRITTEN NOTICE 20
7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND 20
7.5 RIGHTS AND REMEDIES 20
7.6 TESTS 20
PART 8 - TIME 21
8.1 DEFINITIONS 21
8.2 PROGRESS AND COMPLETION 21
8.3 DELAYS AND EXTENSIONS OF TIME 22

8.4 FAILURE TO COMPLETE WORK ON TIME 22
8.5 CONTRACTOR TO BE CHARGED FOR INSPECTION AFTER TIME ALLOWED FOR COMPLETION HAS EXPIRED 22
PART 9 - PAYMENTS AND COMPLETION 23
9.1 CONTRACT SUM 23
9.2 APPLICATIONS FOR PAYMENT 23
9.3 CERTIFICATES FOR PAYMENT 24
9.4 PROGRESS PAYMENTS 24
9.5 PAYMENTS WITHHELD 25
9.6 PARTIAL ACCEPTANCE 25
9.7 FINAL COMPLETION 26
9.8 LIEN WAIVERS AND CLAIM RELEASE 26
9.9 FINAL ACCEPTANCE 26
9.10 FINAL PAYMENT 27
PART 10 - PROTECTION OF PERSONS AND PROPERTY 27
10.1 SAFETY PRECAUTIONS AND PROGRAMS 27
10.2 EMERGENCIES 27
10.3 PROTECTION OF WORK-PUBLIC AND PRIVATE 28
10.4 CLAIMS FOR DAMAGES – PERSONAL INJURY / PROPERTY DAMAGE 28
10.5 STREET BARRICADES, SIGNS, AND WARNING DEVICES 28
10.6 ACCESS TO PROPERTIES AND FACILITIES-PUBLIC AND PRIVATE 29
10.7 DRAINAGE 29
10.8 APPROVAL OF RESTORATION 29
PART 11 - LIABILITY AND INSURANCE 30
11.1 HOLD HARMLESS 30
11.2 Insurance – Contractor's Liability Insurance 31
11.3 CONTRACT BONDS 33
11.4 WEEKLY PAYROLL RECORDS 33
PART 12 - CHANGES IN THE WORK 34

12.1 CHANGE ORDERS 34
12.2 ACTUAL COST 35
12.3 OVERHEAD AND PROFIT 36
12.4 CONCEALED CONDITIONS 37
12.5 CLAIMS FOR ADDITIONAL COST 37
12.6 CONTINUING CONTRACT PERFORMANCE 38
12.7 DISPUTE RESOLUTION 38
PART 13 - UNCOVERING AND CORRECTION OF WORK 38
13.1 UNCOVERING OF WORK 38
13.2 CORRECTION OF WORK 39
13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK 40
PART 14 - TERMINATION OF THE CONTRACT 40
14.1 TERMINATION BY THE CONTRACTOR 40
14.2 TERMINATION BY THE OWNER 40
14.3 OWNER MAY TERMINATE FOR CONVENIENCE 41

PART 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, and Special), the Drawings, the Specifications, and all Addenda issued prior to, and all Modifications, issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect/Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the work issued by the Architect/Engineer pursuant to Paragraph 12.6.

1.1.1.1 PRECEDENCE OF DOCUMENTS

In case of discrepancy between the Contract Documents, preference shall be given in the following order, with later dates taking preference over earlier dates:

(1) Modifications

(2) Agreement

(3) Special Conditions

(4) General Conditions

(5) Addenda

(6) Revisions to the Drawings

(7) Revisions to the Specifications

(9) Drawings

(a) Schedules and piping and wiring diagrams take precedence over other data shown on the drawings.

(b) Notes take precedence over other data shown on the drawings, except schedules and piping and wiring diagrams.

(8) Specifications

1.1.2 The Contract

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect/Engineer and the Contractor, but the Architect/Engineer shall be entitled to performance of obligations intended for his/her benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect/Engineer and any Subcontractor or Sub-subcontractor.

1.1.2 The Work

The work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.3 The Project

The Project is the total construction of which the work performed under the Contract Documents may be the whole or a part.

1.1.4 Project site

The price site is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the project.

1.1.5 Testing Agencies

A testing agency is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, to interpret results of

those inspections or tests.

1.1.6 FURNISH

"Furnish" shall be considered to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations of all equipment and/or materials with necessary or appropriate accessories, essential to the performance of its function, or required in joining or adding to another thing.

1.1.7 INSTALL

"Install" shall be considered to mean operations including unloading, storage, unpacking, assembling, erecting, mounting, building, anchoring, applying, finishing, curing, cleaning, protecting or other similar operations to establish in-place equipment, materials, or systems as required for use or service.

1.1.8 CONNECT

"Connect" shall be considered to mean the labor and materials necessary to join or attach equipment, materials, or systems to perform the function intended.

1.1.9 PROVIDE

"Provide" shall be considered to mean furnish, install, and connect complete, ready for intended use.

1.2 INTENT

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations, which have well-known technical or trade meanings are used in the Contract Documents in accordance with such, recognized meanings.

1.2.2 The organization of the specifications into divisions, section and articles, and the arrangement of drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3 SITE CONDITIONS

1.3.1 The Contractor shall satisfy itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation with respect to the following: those affecting transportation, access, disposal, handling and storage of materials, availability and quality of labor, climatic conditions and seasons; physical conditions at the work sites and the project area as a whole, topography and ground surface conditions, and nature and quantity of surface and subsurface materials to be encountered, equipment and

facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of the Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

1.3.2 By executing the Contract, the Contractor represents that he/she has visited the site, familiarized him/her with the local conditions under which the work is to be performed, and correlated his/her observations with the requirements of the Contract Documents.

1.3.3 Where the Owner has made investigations of sub-surface conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. The records of such investigations are not a part of the Contract and are furnished solely for the convenience of the Contractor.

1.3.4 The Contractor shall promptly notify the Owner when site conditions are discovered which differ materially from those indicated in the Contract, or unknown physical conditions at the site, of any unusual nature, differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Owner will, as promptly as practicable, investigate the conditions and make a determination. If it is determined that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of any work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this Article will be allowed unless the Contractor has given the required notice.

1.4 OWNERSHIP AND USE OF DOCUMENTS

1.4.1 All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain his/her property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect/Engineer at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect/Engineer's common law copyright or other reserved rights.

1.5 CONTRACT TIMES

1.5.1 The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

1.6 SUBSTANTIAL COMPLETION

1.6.1 The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can

be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

PART 2 – ARCHITECT/ENGINEER

2.1 DEFINITION

2.1.1 The Architect/Engineer is the person lawfully licensed to practice engineering and/or architecture, or an entity lawfully practicing engineering and/or architecture identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect/Engineer means the Architect/Engineer or his/her authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect/Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Architect/Engineer will be the Owner's representative during construction and until final payment is due. The Architect/Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect/Engineer. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.16.

2.2.3 The Architect/Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

2.2.4 The Architect/Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he/she will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Architect/Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.

2.2.5 The Architect/Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect/Engineer may perform his/her functions under the Contract Documents.

2.2.6 Based on the Architect/Engineer observations and an evaluation of the Contractor's Application's for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect/Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor.

2.2.8 The Architect/Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect/Engineer for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Architect/Engineer for decision, which he/she will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

2.2.11 The Architect/Engineer will have authority to reject work, which does not conform to the Contract Documents. Whenever, in his/her opinion, he/she considers it necessary or advisable for the implementation of the intent of the Contract Documents, he/she will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.7.2 whether or not such work be then fabricated, installed, or completed. However, neither the Architect/Engineer authority to act under this Subparagraph 2.2.11, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect/Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.12 The Architect/Engineer will review or take other appropriate action upon Contractor's submittals such as shop drawings, product data, and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect/Engineer review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.13 The Architect/Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the work as provided in Subparagraph 12.6. The Architect/Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.14 If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more Inspectors to assist the Architect/Engineer in carrying out his/her responsibilities at the site. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the specification, nor is authorized to approve or accept any portion of the completed project. He shall call the attention of the Contractor to any failure of the work or materials to conform to the specifications and Contract and shall have the

authority to reject materials. Any dispute between the Inspector and Contractor shall be referred to the Architect/Engineer. Any advice, which the Inspector may give the Contractor, shall in no way be construed as binding the Architect/Engineer in any way or releasing the Contractor from fulfilling any of the terms of the Contract.

2.2.15 The duties, responsibilities and limitations of authority of the Architect/Engineer as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Architect/Engineer.

2.2.16 In case of the termination of employment of the Architect/Engineer, the Owner shall appoint an Architect/Engineer against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be that of the former Architect/Engineer. Any dispute in connection with such appointment shall be subject to arbitration.

PART 3 - OWNER

3.1 DEFINITION

3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his/her authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the project, and a legal description of the site.

3.2.2 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9, and 11, respectively.

3.3 OWNER'S RIGHT TO STOP OR SUSPEND THE WORK

3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in

writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.3.2 When there is no responsible agent to the Contractor on the work or if the Contractor fails to perform the work according to specifications, or if the Contractor does not follow permits under which the work is allowed to proceed, the Architect/Engineer may order the work, or any part thereof, suspended and no extra payment will be due the Contractor for suspension on these grounds.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 The Owner has the right, in cases of improper or imperfect performance of the work, or failure to prosecute the work to insure its completion within the time limits specified by the Contract Documents, and upon recommendation of the Architect/Engineer that sufficient cause exists to justify action, to give written notice to the Contractor and the Surety stating said default. If the Contractor does not remedy such default within ten (10) days after such notice if given, the Owner has the right to suspend all work by the Contractor. When the Contractor and Surety are notified that the Owner has elected to suspend the work, the Contractor shall cease to have the right to occupancy of the work site, and the Owner shall have the right to forthwith take possession of the work site. The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced by the Surety within ten (10) days from the date of the notice of suspension, the Owner has the right to continue in the possession of and utilize, for the completion of the Contract, any and all materials, tools, equipment and plans which the Contractor has had delivered upon the site of the work, and to prosecute the work to the completion, either by force account or by Contract.

3.4.2 Expenditures made by the Owner in completing the work under the Contract and in payment of valid claims arising under the terms of the Contract shall be deducted from monies due or which would have become due the Contractor upon completion of the Contract. No claims for "extras" arising from the Owner's actions in completing the work will be allowed. The Contractor and Surety shall be liable and shall reimburse the Owner for any costs, in excess of the Contract amount, required to complete the work.

3.5 OWNER'S RIGHT TO CLEAN UP

3.5.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof including a reasonable charge for the efforts of Owner, its agents, contractors and/or employees to the Contractors responsible therefore as the Architect/Engineer shall determine to be just.

3.6 OWNER'S USE OF COMPLETED PORTIONS

3.6.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work not withstanding at the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract

PART 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his/her authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect/Engineer any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, reviewed Shop Drawings, Product Data or Samples for such portion of the work.

4.2.2 Construction Methods and Procedures: Certain methods and procedures may be specifically required by the Contract Documents. All other methods and procedures, which the Contractor uses to perform the work, are his sole responsibility.

4.2.3 The Contractor shall be responsible for performing the work items specified or shown in specifications and accompanying drawings issued as a part of its Contract, and shall coordinate its work with that of other Contractors.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his/her best skill and attention. He/she shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his/her employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his/her obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Architect/Engineer in his/her administration of the Contract, or by inspections, tests or approvals required, or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner, and the Architect/Engineer that all materials and equipment furnished under this Contract will be new unused or un-reconditioned, unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work, which are customarily secured after execution of the Contract and which are legally required at the time bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the performance of the work.

4.7.3 It is the responsibility of the Architect/Engineer to make certain that the Contract Documents are in accordance with applicable laws, statutes, and building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he/she shall promptly notify the Architect/Engineer in writing, and any necessary changes shall be accomplished by appropriate modification.

4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules

and regulations, and without such notice to the Architect/Engineer, he/she shall assume full responsibility, therefore, and shall bear all costs attributable thereto.

4.8 SUPERINTENDENT

4.8.1 The Contractor shall employ a competent full-time on site superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case. The Owner shall have the right to require replacement of the Superintendent.

4.9 PROGRESS SCHEDULE

4.9.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1 The Contractor shall maintain at the site for the Owner one record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order and marked currently to record all changes made during construction, and reviewed shop drawings, product data and samples. These shall be available to the Architect/Engineer and shall be delivered to him for the Owner upon completion of the work.

4.10.2 The Contractor shall obtain at his/her expense one set of construction contract drawings in non-reproducible black and white prints, for the purpose of recording "as-built" conditions.

4.10.3 The Contractor shall be responsible for all survey work required for the location and construction of the work required to complete Record Drawings. Record Drawings shall, as a minimum, show the relative location by dimension with respect to each other of the final location of all work items.

4.10.4 It shall be the responsibility of the Contractor to mark each sheet of the non-reproducible drawings in sharp red pencil and to record thereon in a neat and current form, any and all approved field changes and conditions as they may occur. Sufficient detail shall be recorded for the Owner to accurately locate the facilities following construction and restoration. A complete file of approved field sketches, diagrams, and other changes, as may become necessary during the progress of the work, shall also be maintained and attached to the record set of contract drawings. Record drawings shall be maintained current as the work progresses. The Architect/Engineer will review the drawings before approving each progress payment, and may withhold approval until such time as the drawings meet the above requirements. At completion of the work, each sheet of record prints, plus all approved field sketches and diagrams, shall be submitted to the Architect/Engineer for his/her approval

and use in establishing a basis for semi-final payment.

4.10.5 Before semi-final payment, the Contractor shall deliver to the Architect/Engineer the complete bound set of non-reproducible record drawings for the Owner's permanent files.

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

4.11.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the work.

4.11.3 Samples are physical examples, which illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

4.11.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product data and samples required by the Contract Documents.

4.11.5 By approving and submitting shop drawings, product data and samples, the Contractor represents that he/she has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he/she has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect/Engineer review of shop drawings, product data or samples under Subparagraph 2.2.12 unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submission and the Architect/Engineer has given written acknowledgment to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Architect/Engineer's review thereof.

4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Architect/Engineer on previous submittals.

4.11.8 No portion of the work requiring submission of shop drawings, product data or samples shall be commenced until the submittal has been reviewed by the Architect/Engineer as provided in Subparagraph 2.2.12. All such portions of the work shall be in accordance with reviewed submittals.

4.12 USE OF SITE

4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.13 CUTTING AND PATCHING OF WORK

4.13.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner, or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor.

4.14 CLEANING UP

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his/her operations. At the completion of the work, he/she shall remove all his/her waste materials and rubbish from and about the project as well as all his/her tools, construction equipment, machinery, and surplus materials. Contractor shall use a hydraulicly driven broom to clean all streets and roadways at the end of each work day.

4.14.2 If the Contractor fails to clean up at the completion of the work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.15 ROYALTIES AND PATENTS

4.15.1 The Contractor shall pay all royalties and license fees. He/she shall defend all suits of claims for infringement of any patent rights and shall save the Owner harmless from any loss including, but not limited to, attorney's fees on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer, or manufacturers is specified; but, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the Architect/Engineer. To save harmless provisions contained herein shall be additional to and shall not be interpreted to limit in any way the indemnification provisions contained in Section 4.16 below.

4.16 INDEMNIFICATION

4.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 4.16.

4.16.2 In any and all claims against the Owner or the Architect/Engineer, or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17 HARASSMENT

4.17.1 The Contractor and its employees shall comply with all Local, State, and Federal regulations governing worker and employee conduct. The Contractor and his/her workers, employees, subcontractors and their workers, etc., may not fraternize with local residents, or Town personnel, or its representatives. At no time will it be appropriate to say anything derogatory or vulgar to any individuals. Harmful threats and harassment, verbal or otherwise directed towards any individual will not be tolerated. If an incident of fraternizing or harassment arises, the Contractor will be directed to permanently remove the worker from the site and replace the worker at no additional cost to the Project.

PART 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his/her authorized representative. The term Subcontractor does not include any separate contractor or his/her subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner

and the Architect/Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect/Engineer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Architect/Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he/she has reasonable objection.

5.2.3 If the Owner or the Architect/Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect/Engineer has no reasonable objection and no increase in the Contract Sum shall be allowed for any such substitution.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or the Architect/Engineer makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect/Engineer. Said agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his/her Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his/her Sub-subcontractors.

PART 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the project with his/her own forces, and to award separate contracts in connection with other portions of the project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims

that delay or additional cost is involved because of such action by the Owner, he/she shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his/her own forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his/her work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Architect/Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his/her work, except as to defects, which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.3.1.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgement or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

PART 7 - MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his/her partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner. Any assignment made in violation hereof shall be deemed void ab initio.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail, to the last business address known to him who gives the notice.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if, and as, required in the Bidding Documents or in the Contract Documents.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the Owner, Architect/Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder or any subsequent breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 Where the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Architect/Engineer timely notice of its readiness so the Architect/Engineer may observe such inspection, testing, or approval. The Contractor shall bear all costs of such inspections, tests, or approvals required by the Owner and by public authorities, unless otherwise noted.

7.6.2 If the Architect/Engineer determines that any work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he/she will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval,

and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect/Engineer additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.6.3 Required certificates of inspection, testing, or approval shall be secured by the Contractor and promptly delivered by him to the Architect/Engineer.

7.6.4 If the Architect/Engineer is to observe the inspections, tests, or approvals required by the Contract Documents, he/she will do so promptly and, where practicable, at the source of the supply.

PART 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the number of calendar or working days shown in the Contract Documents representing the time allowed for the completion of work contemplated in the Contract.

8.1.2 The date of commencement of the work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement, or such other date as may be established therein.

8.1.3 The term day, as used in the Contract Documents, shall mean calendar days, Sundays and Holidays included, unless otherwise specifically designated.

8.1.4 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. This includes all work in and excludes restoration work.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. he/she shall carry the work forward expeditiously with adequate forces and shall complete the work within the Contract Time. No work shall begin prior to the date of commencement.

8.2.3 When the Contract Documents require completion of the Contract by a specific date, all work, including clean up of the work site, must be complete by that date.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Architect/Engineer or the Owner shall have the authority to immediately stop the work wholly or in part by written order for such period as he/she may deem necessary due to conditions considered unfavorable for the suitable prosecution of the work.

8.3.2 If the Contractor finds it is impossible to complete the work on or before the time specified for completion, he/she may make written request for an extension of time. He/she shall set forth fully in his/her request the reasons he/she believes justify the granting of his/her request.

8.3.3 Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Agreement caused by any act or omission to act of the Owner or its employees or representatives, and further agree that any such claim shall be fully compensated for by an extension of time to complete performance of the work. the Owner may extend the contract time by Change Order for completion as appears reasonable and proper. The extended time for completion shall then be considered as in full force and effect as if it were the original time for completion.

8.3.4 Any claim for extension of time shall be made in writing to the Architect/Engineer not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

8.3.5 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.4 FAILURE TO COMPLETE WORK ON TIME

8.4.1 Failure to complete the specified sections of the work within the time required by the Contract, including extensions granted thereto as determined by the Architect/Engineer, shall entitle the Owner to deduct from the monies due, or to become due to the Contractor, an amount equal to the amounts provided in the THIRD section of 004200 BID PROPOSAL for each calendar day of delay in the Substantial Completion of work, said sum being fixed and agreed as Liquidated Damages, and not as a penalty.

8.4.2 Permitting the Contractor or Surety to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

8.5 CONTRACTOR TO BE CHARGED FOR INSPECTION AFTER TIME ALLOWED FOR COMPLETION HAS EXPIRED

8.5.1 The Contractor will be charged for each and every day inspection is required on all construction projects after the time allowed for completion has expired. This per diem rate

for inspection will include the cost of inspection, construction supervision, clerical and administrative costs, traffic control, vacations, pensions, holidays, overtime, and other similar overhead charges. This charge for inspection will be deducted from monies due the Contractor at the completion of the Contract. The amount of the per diem charge will be in accordance with current rates for such personnel as required to complete the work.

PART 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 At least ten (10) days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect/Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.2.2 Unless otherwise provided in the Contract documents, partial payments may be made for some stored materials as follows and only if approved by the Owner in advance. Payments may be made on account of large quantities of materials or major equipment components not incorporated in the Work but delivered and suitably stored either at the site, or some other location agreed upon in writing with the Owner. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of paid bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.2.3 The Contractor warrants that title to all work, materials, and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.2.4 When requested by the Architect/Engineer, the Contractor shall furnish a breakdown of the actual quantities and unit prices used in preparing his/her bid price for each item in the proposal. The breakdown must be balanced and not contain prices which are proportionally higher for work to be completed first. The Architect/Engineer reserves the right to order such changes as may, in his/her opinion, be necessary to balance such breakdown.

9.3 CERTIFICATES FOR PAYMENT

9.3.1 After the receipt of the Contractor's Application for Payment, the Architect/Engineer will either issue a Certificate for Payment to the Owner, with a copy to the Contractor for such amount as the Architect/Engineer determines is properly due, or notify the Contractor in writing his/her reasons for withholding a certificate as provided in Subparagraph 9.5.1.

9.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on his/her observations at the site and the data comprising of the Application for Payment, that the work has progressed to the point indicated; that, to the best of his/her knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.

9.4 PROGRESS PAYMENTS

9.4.1 At least ten (10) days before each progress payment falls due (but not more often than once a month) the Contractor will submit to the Architect/Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Architect/Engineer may reasonably require. Requests shall be submitted on FmHA 1924-18 or similar format.

9.4.2 If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his/her interest herein, including applicable insurance.

9.4.3 The Architect/Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his/her approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

9.4.4 The Owner shall act on partial progress estimates approved by the Architect/Engineer on the succeeding regularly scheduled meeting

9.4.5 The retainage shall not be less than an amount equal to five percent (5%) of an approved partial payment estimate. The sum or sums withheld by the Owner shall not exceed five percent (5%) of the value completed, unless a dispute arises between one prime contractor occasioned by the delays or actions of the second prime contractor. In such event, additional retainage in the sum of one and one-half (1-1/2) times the amount of possible liability may be withheld until such time as a final resolution is agreed to by all parties.

9.4.6 After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.4.7 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his/her Sub-subcontractors in a similar manner. The Contractor and all Subcontractors shall provide reasonable proof at the request of the Owner or Architect/Engineer of timely payment of all sums due Subcontractors and/or Sub-subcontractors as required herein.

9.4.8 Neither the Owner nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.4.9 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use, or occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

9.5.1 The Architect/Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary in his/her reasonable opinion to protect the Owner from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to the Subcontractor(s) or for labor, materials, or equipment.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
5. Damage to the Owner or another Contractor.
6. Failure to comply with provisions of the Contract Documents relating to the receipt of State and/or Federal aid for the project and after receiving notification from the Owner that said compliance is necessary.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment will be made for amounts withheld because of them.

9.6 PARTIAL ACCEPTANCE

9.6.1 Upon the request of the Owner pursuant to General Condition 3.6 or, when requested by the Contractor and upon specific approval of the Architect/Engineer, prior to final inspection and acceptance, the Contractor may be relieved of maintenance of sections of the work which have been completed. Such partial acceptance and assumption of the maintenance by the Owner shall be covered by a written notice from the Architect/Engineer to the Contractor, and

such notice shall definitely designate the sections of the work on which the Contractor is to be relieved of maintenance and shall also set forth the date upon which such notice will be effective.

9.6.2 The assumption of maintenance by the Owner, however, will not relieve the Contractor of any responsibility for defective workmanship, or materials, or for damages caused by his/her own operations.

9.6.3 Such action will not be construed to be a final inspection or acceptance of any part of the work, or waiver of any legal rights.

9.7 FINAL COMPLETION

9.7.1 The Architect/Engineer will make an inspection of the work included in the Contract as soon as practical after notification by the Contractor that the entire work has, in its opinion, been completed and final cleanup performed.

9.7.2 Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the Architect/Engineer will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made. The Contractor shall bear all costs of re-inspection(s).

9.7.3 When all work included in the Contract has, in the opinion of the Architect/Engineer, been completed, the Architect / Engineer will certify the date of completion of the work.

9.8 LIEN WAIVERS AND CLAIM RELEASE

9.8.1 Neither the final payment nor any part of the retained percentage shall become due until the Contractor, delivers to the Owner (1) a complete release of any claims arising out of the Contract, and (2) an affidavit which certifies that all labor and materials for which a lien could be filed, have been paid in full.

9.8.2 Contractor does hereby covenant, promise and agree, to that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the project or the property of the Owner by any subcontractor, materialmen, or laborer for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and above the project or any part thereof. The contractor shall, at his/her own expense by bonding or otherwise, secure the prompt discharge of any liens which may be filed against the project as a result of this Contract.

9.9 FINAL ACCEPTANCE

9.9.1 When all of the Contractor's obligations under the Contract have, in the opinion of the Architect / Engineer and the Owner, been fully satisfactorily performed, the governing body of the Owner shall adopt a resolution establishing the final acceptance of the Project, and the date thereof.

9.10 FINAL PAYMENT

9.10.1 When the project has been finally completed and accepted the Contractor shall then be paid the entire sum found to be due after:

1. Deducting all previous payments and all amounts to be deducted under the provisions of the Contract.

2. Delivery to and acceptance by the Architect/Engineer of the Record Drawings

3. Acceptance of releases and affidavits as required under Paragraph 9.9 LIENS

9.10.2 All prior estimates and payments shall be subject to correction in the final estimate and payment.

9.10.3 The acceptance by the Contractor of the "Final Payment" provided for in the Contract shall operate as, and shall be, a release to the Owner and its representatives from all claims by the Contractor for anything done or furnished for or relating to the work, or for any act or neglect of the Owner, or of any person relating to or affecting the work.

9.10.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. Unsettled liens,

2. Failure of the work to comply with the requirements of the Contract Documents, or

3. Terms of any warranties required by the Contract Documents.

PART 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

10.1.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury of loss.

10.1.3 The Contractor shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Architect/Engineer.

10.2 EMERGENCIES

10.2.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at

his/her discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the work.

10.2.2 In the event it becomes necessary for the Owner to perform emergency maintenance and protection, which is the responsibility of the Contractor under the Contract Documents, the cost of such work shall be billed to the Contractor and deducted from his/her final payment if not paid.

10.3 PROTECTION OF WORK-PUBLIC AND PRIVATE

10.3.1 During performance and up to the final acceptance of the work, the Contractor shall be under an absolute obligation to protect finished and unfinished work against any damage, loss or injury; and in the event of such damage, loss or injury he/she shall promptly replace or repair such work, whichever the Architect/Engineer shall determine to be preferable.

10.3.2 All private properties shall be fully protected by the Contractor. All trees, bushes, shrubs, sod, etc., on private property damaged by the Contractor shall be repaired or replaced by the Contractor at no cost to the private owner, and to the satisfaction of the Architect/Engineer.

10.3.3 Whenever the work is to be prosecuted through private property for which the Owner has obtained an easement, the Contractor must abide fully with the terms of the easement, a copy of which is on file with the Owner.

10.4 CLAIMS FOR DAMAGES – PERSONAL INJURY / PROPERTY DAMAGE

10.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his/her employees, agents or others for whose acts he/she is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

10.5 STREET BARRICADES, SIGNS, AND WARNING DEVICES

10.5.1 The Contractor shall be responsible for the erection and maintenance of all barricades, lights and signs necessary for public safety and convenience in accordance with all applicable requirements. Adequate protection shall be provided around all openings wherever required to safeguard the work for the public. In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electrical lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased, or removed as required during the progress of the work to meet changing conditions.

10.5.2 When a street or road is closed to through traffic, barricades shall be placed at the adjacent intersections as well as at the locations of the obstruction. Detour signs shall be attached to the barricades at the adjacent intersections. Detour signs shall be adequately illuminated and/or reflectorized so as to be clearly visible at all times. All signs shall conform to the current New York State Manual of Uniform Traffic Control Devices.

10.5.3 The Architect/Engineer reserves the right to require that "snow fence" be installed at locations where streets or alleys are closed for the full width of the roadway. Barricades shall be maintained in rigidly assembled condition. All warning devices shall be kept clean and in good repair so as to be readily discernible at all times.

10.6 ACCESS TO PROPERTIES AND FACILITIES-PUBLIC AND PRIVATE

10.6.1 The Contractor shall maintain vehicular traffic as specified in the Contract Documents or as otherwise directed by the Architect/Engineer. The Contractor shall neither shut off, nor unnecessarily interfere with, either pedestrian or vehicular access to property without the consent of the Architect/Engineer.

10.6.2 Whenever the Contractor's operations obstruct or endanger a traffic lane, and no marked detour has been provided, he/she shall furnish a flagman to direct traffic through or around the congested area. The Architect/Engineer shall have the right to require additional flagmen as he/she may deem necessary.

10.6.3 Access must always be maintained to fire hydrants, fire alarms and police call boxes, water and gas gate valves, catch basins, and sewer, water, utility and other manholes. Whenever access to any such facility shall have been obstructed or interfered with during the progress of the work, the Contractor must immediately remove at his/her own expense such obstruction or interference.

10.6.4 The Contractor shall be responsible for immediate removal of snow from those sections of streets which he/she has obstructed.

10.7 DRAINAGE

10.7.1 Drainage must not be obstructed at any time. When necessary, a continuous pipe or timber drain, of ample capacity, shall be laid to carry off the storm water. Such pipe shall be kept open and free of obstruction.

10.7.2 All storm or ground water, which is to be removed from the site of the work, must be conveyed to an inlet of a storm sewer, or, when so approved by the Architect/Engineer, to some other point of disposal. All sanitary sewage must be conveyed by closed pipe or hose to an inlet of a sanitary sewer, or when so approved by the Architect/Engineer, to some other point of disposal. Proper precautions must be taken to prevent excessive quantities of clay, sand or silt from entering existing sewers or drainage channels. All existing structures which are disturbed must be restored to a condition at least equal to their original condition and to the satisfaction of the Architect/Engineer.

10.8 APPROVAL OF RESTORATION

10.8.1 Prior to final payment, the Contractor shall send a notice to all easement grantors and properties adjoining the project, by certified mail, return receipt requested, a copy of which shall be filed with the Owner, said notice to be similar to the following:

The undersigned Contractor has completed the restoration of the construction site. If said

site restoration is not completed to your satisfaction, please contact (name of Architect/Engineer, address and name of municipality) in writing and arrangements will be made immediately to view the site and restore the site in conformance with our Contract obligations. If (name of Architect/Engineer, address, name of municipality) does not hear from you in writing within ten (10) days from the above date, site restoration of your property will be deemed completed and approved by you.

(Name of Contractor)
(Address of Contractor)

Owner shall furnish Contractor with names and addresses of easement grantors.

10.8.2 Upon receipt of a notice of deficiency, the Owner or his/her representative will examine the site, and direct the Contractor to complete all work which may be necessary to satisfy the terms of the Contract. Should the Contractor refuse to comply, the Owner reserves the right to have the work done by Contract or force account and deduct the cost thereof from the monies due the Contractor. Should conditions exist which preclude the Contractor from completing satisfactory restoration, the Owner may require the Contractor to furnish a bond in a sum sufficient to cover any legal claims for damages. When the Owner is satisfied that the work has been completed in agreement with the Contract Documents and the terms of the licenses or easement, he/she reserves the right to waive the requirement of obtaining the statement.

PART 11 - LIABILITY AND INSURANCE

11.1 HOLD HARMLESS

11.1.1 The Contractor shall hold harmless the Owner and Architect/Engineer, whose name is given on the Contract Document cover, from any claims and from any and all damages to the property of the Owner, whose name is given on the Contract Document cover, or any third party, or personal injuries sustained by anyone as the result of the operations of the Contractor on this Project.

11.1.2 The Contractor and the Surety will be held responsible for and shall save the Owner and Architect/Engineer harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his/her agents, employees or workman; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner and Architect/Engineer for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, invention or improvement in tools, equipment or plant or any process, device, or combination of devices used in the construction of the work.

11.1.3 The indemnification, hold harmless and/or save harmless provisions contained above shall not be interpreted to limit in any way the indemnification contained in Section 4.16 above.

11.2 INSURANCE – CONTRACTOR'S LIABILITY INSURANCE

11.2.1 The Contractor shall purchase from and maintain a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

7. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

8. All policies shall name the Owner & Engineer additional insured on a primary and non-contributing basis. A copy of the Additional Insured Endorsement must be submitted with Certificate of Insurance.

11.2.2 Contractor shall for the protection and benefit of the Indemnities and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Paragraph 11.2.1, procure, pay for and maintain in full force and effect, at all times during the performance of the Work until successful completion of the guarantee period Final Acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable authorized by the New York State Department of Insurance, to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the coverages set forth in the Contract Agreement.

1. The Contractor shall maintain the following insurances and limits as imposed by law or the Contract with respect to all work and operations performed under the Contract by the Contractor and each of his Subcontractors:

a. Worker's Compensation and Employer's Liability Insurance. Limits: Not less than required by law.

b. New York State Disability Insurance Limits: Not less than required by law.

c. Comprehensive General Liability, including:

Premises – Operation

Explosions, Collapse, and Underground Hazard (XCU)

Public Liability (XC, U Property damage exclusion eliminated)

Contractual Liability including "hold harmless" clause

Products Liability - Completed Operations

Contractor's Protective Liability

Products/Completed Operations Hazard

Contractual Insurance

Broad Form Property Damage

Independent Contractors

Personal Injury Liability, Hazard A, B, and C

Each Policy shall have limits not less than:

Comprehensive General Liability

Each Occurrence $1,000,000.00

Aggregate $2,000,000.00

d. Comprehensive Automobile Liability, including non-ownership and hired car coverage, as well as owned vehicles. Limits not less than: Bodily Injury Liability and Property Damage Liability.

Each Occurrence $1,000,000.00

e. Excess Liability, Umbrella Form, covering Bodily Injury, Property Damage and Automobile Liability. Limits not less than $5,000,000.00 for each occurrence, dedicated to the named Project.

f. Each policy shall be written on a full occurrence basis. No time limitations or expiration clauses will be accepted.

11.2.3 The Contractor hereby agrees to deliver to the Owner, on or before the execution of this Agreement and prior to any equipment or personnel being brought onto the site of the Work or the Project site, certified copies of all insurance policies required by and in compliance with this Contract, procured by the Contractor. Each insurance carrier for the contractor and subcontractor(s) will complete and submit a Certificate of Insurance on the standard ACORD form. Certificates of Insurance in form and substance satisfactory to the Architect, Construction Manager, and the Owner evidencing the required coverages with limits not less than those specified in the Contract Documents. The coverage afforded under any insurance policy obtained shall be primary to any valid and collectible insurance carried separately by any of the Indemnities naming each of them Additional Insureds. Further, all policies and Certificates of Insurance shall expressly provide that no less than sixty (60) days prior written notice shall be given the Owner in the event of material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy of evidenced such certificate copy of Certificate of Insurance. If the initial insurance expires prior to the end of the guarantee period, renewal certificates, in the form identical to the attached Certificate of Insurance, shall be furnished at least thirty (30) days prior to the date of expiration.

11.2.4 If the Contractor fails to purchase and maintain any insurance required by the Contract Documents, Owner may, but shall not be obligated to, upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

11.2.5 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

11.3 CONTRACT BONDS

11.3.1 The Contractor shall furnish and pay the premium for payment, guarantee, performance and contract bonds by a surety. The bonds required herein shall be provided on the forms contained in these contract specifications or where no such form is provided in these contract specifications, on forms approved by the Owner. The bonds shall be T-listed in the Federal Registry.

11.3.2 The amount of the bonds issued for the awarded Contract shall be the full amount of the Contract and shall be adjusted to incorporate all extras, credits, and change orders through a final payment.

11.4 WEEKLY PAYROLL RECORDS

11.4.1 The Contractor shall submit weekly a copy of all payrolls to the Owner. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors. The copy shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the work he/she performed.

PART 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is an agreement signed by the Owner, Contractor, and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the work involving an adjustment in the contract sum and / or the contract time. The contract sum and the contract time may be changed only by a fully executed Change Order.

12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 No extra work of any kind will be allowed unless ordered in writing by the Architect/Engineer prior to commencing work which will entail such extras. No verbal orders shall be construed as authorizing or laying the foundation for extra compensation for either work or materials, or for extra contract time. Verbal orders or suggestions may be given from time to time, as to the performance of the work, but in case they appear to the Contractor to involve extra work for which he/she should receive extra compensation, he/she must ask for a written Change Order.

12.1.4 The Architect/Engineer will have authority to order minor changes in the work not involving adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

12.1.5 In the event of any disagreement as to the amount of work involved under any authorized order for extra work, it is hereby agreed that the decision of the Architect/Engineer shall be binding and conclusive.

12.1.6 If the Owner deems it proper or necessary in the execution of the work to make any alteration, which will increase or diminish the quantity of labor or materials, or the cost of the work, such alteration shall not annul or vitiate the Contract or agreement, nor release the Surety. The Contractor shall furnish the necessary labor, material, etc., to complete the Contract as altered within the time limit originally specified or as extended by the Architect/Engineer. Additions or deductions need not be accepted by the Contractor if the total cost of the additions or deductions exceeds twenty percent (20%) of the total cost of the project as originally bid by the Contractor. The value of the work so added or omitted shall be added or deducted from the amount otherwise due the Contractor, as the case may be, and shall be determined in accordance with the methods described in Subparagraph 12.1.6.

12.1.7 The method of determining the basis of payment or credit resulting from such altered work shall be:

1. For such items where the unit prices have been established in the Contract, the unit

prices shall be utilized.

2. For such items for which unit prices have not been established in the Contract, by agreement with the Contractor following a request by the Architect/Engineer for a written quotation for the item of work to be performed or the elimination of the work. Contractor shall submit quotations, which are properly itemized and supported by sufficient substantiating evidence to permit evaluation by the Architect/Engineer.

3. If an agreement cannot be made between the Contractor and the Architect/Engineer for items of work for which unit prices are not set forth in the Contract, then the value shall be determined by using the actual cost of labor, materials and use of equipment to be determined as the work progresses and as outlined in Paragraph 12.2 plus overhead and profit as outlined in Paragraph 12.3.

12.2 ACTUAL COST

12.2.1 Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary.

1. Materials

Cost of materials delivered to the job site for incorporation into the Contract work.

2. Wages

Wages paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

3. Statutory Benefits

Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax, and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

4. Sales Tax

Sales taxes paid as required by law, unless the Owner is exempt from Federal, State, and local sales tax.

5. Equipment Rental

A. Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

B. Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate in the Rental Rate Book for Construction Equipment. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

C. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

6. Self-Owned Equipment

Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil, and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Architect/Engineer, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

7. Documentation and Verification

Claims for such work will not be considered unless the Contractor presents to the Architect's/Engineer's representative a daily itemized statement in duplicate of the hours of labor, quantities of materials, etc. upon which payment is to be based. The Architect's/Engineer's representative on the work will check such amounts daily and will retain the original for the Architect/Engineer and return the copy to the Contractor. The approval of such items by the Architect's/Engineer's representative, shall not in itself, however, be construed as authorizing or accepting such claims. No claims will be considered until the original bills, receipts, or vouchers have been furnished to the Architect/Engineer by the Contractor.

12.3 OVERHEAD AND PROFIT

12.3.1 Overhead shall be defined as an allowance to compensate for all costs, charges, and expenses, direct or indirect, except for the actual cost of labor and materials as defined by Subparagraph 12.2.1. Overhead shall be considered to include, but not be limited to, insurance (other than mentioned in Subparagraph 12.2.1) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

12.3.2 The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs, in reference to Subparagraph 12.1.6.

12.3.3 If the work is done directly by the Contractor, overhead in an amount of five percent (5%) may

be added if method 12.1.6.2 or 12.1.6.3 is used, and to the cost of labor and materials plus overhead, there may be added ten (10%) percent for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the paragraph below.

12.3.4 No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

12.3.5 If the work is done by a Subcontractor, Subcontractor's overhead in the amount of five percent (5%) may be added to cost of labor and materials if method 12.1.6.3 is used and to the cost of labor and materials plus overhead, there may be added ten percent (10%) for the Subcontractor's profit. To this amount there may be added an amount not exceeding ten percent (10%) for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

12.3.6 For change orders over one hundred thousand dollars ($100,000), the percentages for overhead and profit are subject to negotiation.

12.4 CONCEALED CONDITIONS

12.4.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the contract sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.5 CLAIMS FOR ADDITIONAL COST

12.5.1 If the Contractor wishes to make a claim for an increase in the contract sum, he/she shall give the Architect/Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the Architect/Engineer. Any change in the contract sum resulting from such claim shall be authorized by Change Order.

12.5.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order

for a minor change in the work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.5.1.

12.5.3 The parties mutually waive claims against each other for consequential damages arising out of or in connection with the Project.

12.6 CONTINUING CONTRACT PERFORMANCE

12.6.1 Pending final resolution of a Claim or a disputed determination by the Architect/Engineer, the Contractor shall proceed diligently with the performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

12.7 DISPUTE RESOLUTION

12.7.1 The Architect/Engineer shall serve as the initial decision maker for all disputes arising out of or in connection with this Agreement.

12.7.2 Claims or disputes which cannot be resolved by the parties shall be subject to mediation as condition precedent to binding dispute resolution. Unless otherwise agreed the mediation will be conducted in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association effective as of the date this Agreement.

12.7.3 For claims or disputes of less than $250,000, excluding interest, not resolved by mediation and unless otherwise agreed, the parties agree to arbitration to be conducted in accordance with the Arbitration Rules of the American Arbitration Association effective as of the date of this agreement. For unresolved claims or disputes of $250,000 or more the parties agree to litigation to be venued in Monroe County, New York.

PART 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 All materials and each part or detail of the work shall be subject at all times to inspection by the Architect/Engineer or his/her authorized representatives, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such inspection. The Architect/Engineer or his/her representatives shall be allowed access to all parts of the work, and shall be furnished with such information and assistance by the Contractor as is determined by the Architect/Engineer or his/her representative, to make a completed and detailed inspection.

13.1.2 If any portion of the work should be covered contrary to the request of the Architect/Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for his/her observation and shall be replaced

at the Contractor's expense.

13.1.3 The Contractor shall, if the Architect/Engineer requests remove or uncover such portion of the finished work as the Architect/Engineer may direct before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the work to the standard required by the specifications. If the work thus exposed or examined proves acceptable, the expense of uncovering or removing and replacing of the parts removed shall be paid for as extra work; but, if the work so exposed or examined is unacceptable, the expense of uncovering or removing and replacing of the same in accordance with the specifications shall be borne by the Contractor.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all work rejected by the Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Architect's/Engineer's additional services made necessary thereby.

13.2.2 If, within two (2) years after the date of substantial completion of the work or designated portion thereof, or within two (2) years after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner's representative to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 All materials not conforming to the requirements of the Contract Documents shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed from the work by the Contractor at his/her expense. Upon failure on the part of the Contractor to comply with any order of the Architect/Engineer relative to the provisions of this article, the Architect/Engineer shall have authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the Contractor.

13.2.4 The Contractor shall promptly remove from the premises all materials condemned by the Architect/Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly re-execute his/her own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractor(s) destroyed or damaged by such removal or replacement.

13.2.5 If the Contractor does not remove such condemned work and materials within ten (10) days after written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after

deducting all the costs and expense that should have been borne by the Contractor, including compensation for the Architect's/Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one (1) year after the date of final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his/her obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming work, he/she may do so instead of requiring its removal and correction in which case a Change Order will be issued to reflect a reduction in the contract sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

PART 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract upon ten (10) days notice, if the work should be stopped under an order of any Court, or other public authority, for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him; or if the Owner should fail to pay the Contractor any sum certified by the Architect/Engineer within sixty (60) days of its maturity and presentation, providing no appeal is taken.

14.1.2 Upon termination of the Contract, the Contractor shall receive from the Owner payment in full for all work executed and/or materials delivered to the site, as determined from prices contained in the detailed bid or from the breakdown of a unit price bid. No claim for extra compensation of damages shall be made by the Contractor or allowed by the Owner because of such termination of the Contract by the Contractor.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the Contract Documents, or if the Contractor is adjudged a bankrupt, or if he/she makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his/her insolvency, or if he/she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly

skilled workmen or proper materials, or if he/she fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Consulting Architect/Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his/her surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he/she may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

14.2.2 If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consulting Architect's/Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect/Engineer upon application, in the manner provided in Paragraph 9.3, and this obligation for payment shall survive the termination of the Contract.

14.2.3 Failure of the Owner to exercise any of the rights under this paragraph shall not excuse the Contractor from compliance with the provisions of this order nor prejudice rights of the Owner to recover damages for such defaults, nor prejudice the rights of the Owner to take any action permitted herein as a result if a subsequent breach by the Contractor.

14.3 OWNER MAY TERMINATE FOR CONVENIENCE

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, in connection with the unperformed work of the Contract, or other economic loss arising out of or resulting from such termination.

END OF SECTION

SECTION 00 73 00
SPECIAL CONDITIONS

1.01 GENERAL NOTES

A. All prospective Contractors are urged to carefully read the Contract Documents to determine whether they will be able to comply with all requirements contained therein.

B. The Contractor agrees in working on the project to comply with all applicable codes and safety regulations as they apply to the work and as set forth in the Occupational Safety and Health Act of 1970, as revised.

C. The Contractor shall restrict construction hours to 7:00 a.m. to 5:00 p.m. Monday through Friday, unless: otherwise requested 48 hours in advance and approved by the Owner, o required due to an emergency.

D. Before payment is made by or on the behalf of the Owner any sum due on the contract, the Contractor and each and every subcontractor of the Contractor shall submit to the Owner certified payrolls on behalf of any and all laborers for daily or weekly wages and supplements on account of labor performed upon the work of the contract.

E. Contractor insurance certificates shall name the following as additional insureds:

Town of Manlius
LaBella Associates, DPC
Onondaga County

F. The Owner will provide an on-site staging area for the Contractor's use. The Contractor will assume all risk of storing, protecting and securing his equipment and materials in this area. Contractor will be responsible for cleanup and restoration of the construction site and storage areas.

G. The Contractor is responsible for obtaining permits, licenses, and approvals necessary for completion of the work.

H. All final restoration work shall be completed within ten (10) calendar days of initial excavation. Temporary restoration shall be maintained until final restoration is completed.

1.02 SITE CONDITIONS

A. Special care shall be taken to protect all site amenities, street appurtenances, survey monuments, landscaping etc., whether shown or not shown on the contract plans. Any damage as a result of the Contractor's work shall be repaired or replaced as determined by the Owner and to the satisfaction of the Owner at no additional cost to the Owner.

B. Any trees or shrubs damaged or destroyed as result of the Contractor's work shall be replaced in kind, as determined by the Owner at no additional cost to the Owner.

1.03 UTILITY NOTES

A. The Contractor shall call for a utility stakeout at least five (5) complete working days in advance of any excavations. All pavement trenches shall be saw cut to full pavement depth prior to excavation.

1.04 MAINTENANCE AND PROTECTION OF TRAFFIC

A. General maintenance and protection of traffic will be required for the duration of the project. The Contractor shall be responsible to furnish and erect, move, and remove reflectorized construction signs, barricades, pavement delineation, and equipment necessary to safely direct motorists and pedestrians. Road closure must be permitted and coordinated with the owner prior to signage being erected at each site. Contractor shall be responsible for maintaining homeowner driveway access for duration of project. The Contractor shall coordinate work schedule with the Owner.

B. All MPOT procedures and signage must comply with all State, County, and Local MPOT requirements.

1.05 DELEGATED DESIGN

A. Certain portions of the design work have been delegated to the Contractor. For portions of the work where design has been delegated, the Consultant has provided, elsewhere in this Project Manual, the complete parameters which the design must satisfy and other requirements. The Contractor must assign responsibility for the design of the delegated portions of the work to person(s) who are New York State licensee(s), or otherwise authorized, who signs and certifies the design work and are approved by the Consultant.

B. Schedule of delegated design (note, this list provides a general summary of work delegated in the technical specifications and may not be all inclusive. In case of conflict or omission, the requirements of the technical specification takes precedence over this list):

a. **Section 31 50 00** Excavation Support and Protection

1.06 MAINTENANCE BOND

A. The Contractor shall guarantee the work accomplished under this Contract for a period of **one (1) year** from the date of issuance of final certificate. During this Guarantee Period, the Contractor shall procure and submit at his expense guarantee bond for the full amount of the contract.

B. The Contractor, at the convenience of the Owner, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within the two year warranty or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the Owner's final acceptance of all work covered under the Contract or at such other date or dates as the Owner may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of

the Contract Documents are not limited to the monies retained by the Owner under the Contract.

C. Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the Owner specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the Owner may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the Owner all amounts which it expends for such work.

END OF SECTION

SECTION 00 73 43
WAGE RATE DETERMINATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The project is public works governed by the prevailing wage rate. Each workman, laborer, or mechanic shall be paid or provided not less than the prevailing wage rate in effect at the time the work is performed. The Contractor is responsible for obtaining up to date rates schedules.

B. Contractors may obtain up to date prevailing wage rates for the project by logging on to the New York State Department of Labor Website at: https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt and entering the project specific Prevailing Rate Case Number (PRC#): 2025013252.

C. The Owner will not be responsible for any of the Contractor's increased labor costs which result from defects in the Wage Rate Schedule, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the Contract, after the Contract has been let, or during construction. No change in the contract price shall be allowed to the Contractor for any such increases.

END OF SECTION

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. _____

Date of Issuance: Effective Date:

Owner: Town of Manlius Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: LaBella Associates, D.P.C. Engineer's Project No.: 2251531

Project: Muirfield Drive Stormwater Improvements Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $_____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

~~Approved by Funding Agency (if applicable)~~

By: _____ Date:

Title: _____

ALLOWANCE AUTHORIZATION

Project:	Muirfield Drive Stormwater Improvements	Authorization No.:	000
		From:	LaBella Associates, D.P.C.
To:		Date:	
		Engineer's Project No.:	2251531
Re:		Contract:	

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	$0.00
Allowance Expenditures prior to this Authorization	$0.00
Allowance Balance prior to this Authorization	$0.00
Allowance will be decreased by this Authorization	$0.00
New Allowance Balance	$0.00

APPROVAL RECOMMENDED

LaBella Associates, D.P.C.
Engineer

By Date

OWNER APPROVAL

Town of Manlius
Owner

By Date

CONTRACTOR ACCEPTANCE

Contractor

By Date

[X] Attachments: (1) Documentation from Contractor,

Copies: ☐ Owner ☐ Contractor ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ File

SECTION 01 21 00
ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Contingency Allowance

C. Related Requirements:

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

A. Coordinate with the Engineer and Town of Manlius for field orders due to unexpected conditions.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCE

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

1. Allowance No. 1: Contingency Allowance: Include an allowance as indicated on the bid proposal form for use according to Owner's written instructions.

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 EQUIVALENT MATERIALS AND EQUIPMENT

A. In most cases only one brand or make of material, device, or equipment is specified. Other brands or makes may be regarded as equal. Final acceptance of products not specified will be in the opinion of the Architect/Engineer. Quality, workmanship, economy of operation, material of construction, performance, and suitability for the purpose intended will be considered in determining equality.

B. No substitute for the named brands shall be ordered or installed without the written approval of the Architect/Engineer who shall be the judge of equality. The Contractor shall be responsible for all expenses to the Owner and Architect/Engineer for evaluation of the requested substitution whether the substitution is accepted or rejected. Where material, devices, and equipment other than those upon which the drawings or specifications are based is approved by the Architect/Engineer for use in the project, the Contractor shall be responsible for all related changes and coordination necessitated by the substitution and shall pay all expenses that may result therefrom to the Architect/Engineer and to the Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form provided in Project Manual following this section or acceptable to Architect.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Owner of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 19
PRECONSTRUCTION MANAGEMENT MEETING

PART 1 - GENERAL

1.1 SCHEDULE

A. Within fifteen (15) calendar days following the award of the Contract, the Prime Contractor(s) involved shall submit to the Owner and Architect/Engineer a detailed work progress schedule utilizing the bar graph, or equivalent method, showing the order and duration of each phase of the work, and covering the performance of all work on the project. The total duration of the schedule shall not exceed the completion date.

B. Preconstruction management meetings will be arranged by the Architect/Engineer on behalf of the Owner, at which time all comments pertaining to the schedule will be considered.

C. It is obligatory that each prime Contractor be represented and prepared to provide information essential to preparing a final work progress schedule. Representatives shall be authorized to give approval of decisions reached at the conference.

D. Attendance of key subcontractors and/or suppliers as determined by the Architect/Engineer shall be required.

E. Following the conference, the agreed upon final work progress schedule shall be approved by the Architect/Engineer and distributed to all parties concerned including the Owner, and Architect/Engineer, and other authorities, as the official project schedule.

F. Minimum Agenda: Distribute Data On, and Discuss:

1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architects/Engineers.

2. Channels and procedures for communications.

3. Construction schedule, including sequence of critical work.

4. Contract Documents, including distribution of required copies of original documents and revisions.

5. Processing of schedule of values, shop drawings, substitutions, and other data submitted to the Architect/Engineer to review.

6. Processing of field decisions and change orders.

7. Applications for payments and Contract Closeout procedures.

8. Rules and regulations governing performance of the work.

9. Procedures for security, quality control, housekeeping, and other related matters.

END OF SECTION

SECTION 01 31 20
PROGRESS MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Architect/Engineer will conduct progress meetings throughout the construction period.

1.2 QUALITY ASSURANCE

A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meeting.

1.3 SUBMITTALS

A. The Contractor shall submit in writing to the Owner and to the Architect/Engineer a monthly progress statement. Where the work falls behind schedule, the Contractor shall proceed with the work at such times and places, and with such forces and machinery as the Architect/Engineer may approve to secure completion as required.

B. To the maximum extent practicable, advise the Architect/Engineer at least 72 hours in advance of project meeting regarding all items to be added to the agenda.

C. The Architect/Engineer will compile minutes of each project meeting and will furnish copies to the Contractors.

D. Every month the schedule shall be updated by the Contractor, with variations noted and revisions to allow completion within the completion date shown. Copies of updating shall be submitted promptly to the Owner and the Architect/Engineer.

E. The Architect/Engineer shall be responsible for coordination of work progress schedule among multiple prime Contractors.

1.4 LOCATION

A. To the maximum extent practicable, meetings will be held at the job site.

1.5 REPRESENTATION

A. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the work are involved.

B. Minimum Agenda:

1. Review, revise as necessary, and approve minutes of previous meeting.
2. Review progress of the work since last meeting, including status of submittals for approval.
3. Field observations and decisions.
4. Review delivery schedules and construction progress schedules.
5. Identify problems which impede planned progress.
6. Develop corrective measures and procedures to regain planned schedule.
7. Planned progress during succeeding work period.
8. Effect of proposed changes on progress schedule and coordination
9. Complete other current business.

1.6 FAILURE TO COMPLY WITH SCHEDULE

A. Any expense to the Owner arising from delay in completion due to deviation from the approved schedule will be assessed to the Contractor responsible.

END OF SECTION

SECTION 01 33 23
SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 NO CONSTRUCTION BEFORE SHOP DRAWING APPROVAL

A. Before construction is started on any portion of the work, all shop and/or placing drawings pertaining to that portion of the work shall have been submitted and approved by the Engineer.

B. Materials used / installed without a reviewed & completed shop drawing must be removed without any additional cost to the owner.

1.2 SHOP DRAWING SCHEDULE

A. Within ten days after the final work progress schedule has been distributed each Prime Contractor shall submit to the Engineer a preliminary schedule of shop drawing submissions. The Engineer shall be notified immediately of changes in the preliminary schedule.

B. Names of the manufacturers of each specified item in Division 2 through 16 shall be submitted with the shop drawing schedule.

1.3 ADDITIONAL REQUIREMENTS

A. Certain materials in this specification have strict shop drawing submission requirements. See individual material specification sections for specific requirements.

PART 2 – PRODUCT – NOT USED

PART 3 - EXECUTION

3.1 SHOP DRAWING REVIEW PROCEDURES

A. Contractor must allow at least 5 business days for each shop drawings to be reviewed and returned by the engineer.

B. Shop drawings include all drawings, diagrams, illustrations, brochures, catalog cut sheets, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment or some portion of the work. The shop drawing submittal must also comply with Paragraph 3.5 of this section.

C. The Engineer may designate additional required shop drawings.

D. Shop drawings shall be submitted in accordance with the preliminary schedule of shop drawing submissions and any changes thereto. Each submission shall be accompanied by the cover sheet completed by the Contractor. Where shop drawing submissions or parts thereof have a priority, the priority shall be indicated.

E. One (1) electronic copy of all shop drawings shall be submitted to the Engineer. One (1) electronic copy will be returned to the Contractor with any comments or changes noted.

Where returned approved drawings from one Contractor affect the work of another Contractor or Subcontractor, the submitting Contractor shall promptly prepare additional copies, and distribute them to such Contractors and Subcontractors.

F. Shop drawings will be considered by the Engineer for review only if they are signed by the Contractor to indicate that they have been checked and approved by him.

G. All pages of submissions shall be properly identified to indicate location and function. Submissions for interrelated products and for any process, structural, mechanical or electrical system shall be complete. Review will not be made in segments. Publications in the form of catalogues and data sheets shall be marked in ink to clearly define the specific product offered. Where a complete functioning system is submitted, identification, connections and coordination of the parts shall be clearly indicated.

H. Shop drawings (except for illustrations, brochures and catalog cut sheets) shall have room on the face for application of a 3" x 3" stamp indicating the results of the Engineer's review. Where more than two related shop drawings of similar size are submitted, they shall be bound in a set. Each set of diagrams, illustrations, brochures, catalogue cut sheets, or schedules shall be preceded by an index sheet. the index sheet shall be in a form prescribed by the Engineer. The Contractor's and the Engineer's review stamp may be placed on the index sheet instead of the individual pages. However, any drafted shop drawings included in the set, regardless of size, shall be individually approved and stamped.

I. The Contractor may submit a shop drawing "presubmittal" (prior to submitting shop drawings) for any process, mechanical or electrical system. The submission shall be identified as "presubmittal" and shall be identical with the intended shop drawing submittal. One (1) electronic copy of a presubmittal shall be furnished; One (1) electronic copy will be returned to the Contractor with any comments noted. The Contractor shall make any required corrections and resubmit the submittal for shop drawing review. Comment on presubmittal data does not constitute shop drawing approval. The Engineer reserves the right to make additional corrections, if required, in the final review of shop drawings.

J. The Engineer is not responsible to check quantities or dimensions shown on the shop drawings.

K. The Engineer's shop drawing review does not relieve the Contractor from responsibility for deviations from contract documents unless he has, in writing, called the Engineer's attention to a specific deviation requested at the time of submission; nor does the approval of a shop drawing relieve him from responsibility for errors in the submission, for quality of materials and workmanship, nor for the number and fit of parts when installed, nor for the other deviation from other requirements of the Contract Documents.

L. All costs incurred by the Engineer in reviewing substitutions submitted in lieu of the material or equipment specified, submission of a second supplier once a supplier has been approved, or resubmission of rejected shop drawings due to insufficient information, shall be borne by the Contractor making the submission. All costs of extra work incurred by other Contractors, either directly or indirectly, as a result of a substitution being incorporated into the work shall be borne by the Contractor making the substitution. The cost of any further review of subsequent substitutions shall also be borne by the Contractor. These fees shall be deducted directly from the contract amount.

M. Shop drawings are to be submitted by e-mail. The address will be provided with the Notice to Proceed.

3.2 SAMPLES

A. Samples are required as indicated in the Contract Documents. Samples of additional items may be required by the Engineer.

B. Samples shall be submitted in sufficient quantity as required by the Engineer to permit the prescribed inspection and testing. Samples shall be delivered prepaid to places designated by the Engineer. All costs of testing samples of materials proposed for or used in the work shall be paid by the Contractor.

3.3 NATURAL MATERIALS TESTING

A. Natural materials shall be tested at the Contractor's expense by an approved laboratory for compliance with the specifications, except that the Engineer may waive the laboratory testing requirements and apply visual and field testing procedures. The Engineer's approval shall be obtained before any natural materials are delivered to the job site.

3.4 MANUFACTURER'S DATA

A. Concurrent with submittal of shop drawings and as part of the shop drawings the Contractor shall submit to the Engineer five (5) copies of the following manufacturer's data for each piece of equipment or process system: None.

B. Equipment name as used in specifications and plans and manufacturers equipment name and model number. Two (2) operating and maintenance manuals for the equipment with reference to the manual pages pertaining to the specific equipment supplied. An itemization of the maintenance program for the specific equipment item supplied in the following formula:

Time Schedule	Maintenance Program
Daily, Weekly, Monthly, etc.	Maintenance duties to be performed corresponding to each time increment with all lubrication points, lubricants, and operating parameter settings and adjustments specified for the specific equipment item supplied.

C. List of original spare parts supplied and a recommended spare parts inventory.

D. The shop drawing submittal will be considered incomplete without this data.

3.5 CERTIFICATION

A. Manufactured materials shall be accompanied by the manufacturer's notarized certification of conformance to the specifications and approved shop drawings.

B. An original and two (2) copies of the certification shall be turned over to the Engineer at the time of delivery.

C. No materials shall be incorporated into the work without proper certification.

END OF SECTION

LaBella
Powered by partnership.

(Attach to each submittal)

SUBMITTAL COVER SHEET

DATE:

PROJECT NAME: Muirfield Drive Stormwater Improvements		
Specification Section	*Submittal #*	*Rev.#*

Project Information:

OWNER:	ARCHITECT:	CONTRACTOR:
Town of Manlius 301 Brooklea Dr Fayetteville, New York 13066	LaBella Associates, D.P.C. 300 State Street, Suite 201 Rochester, NY 14614	

Submittal Information:

SUBMITTAL NAME/DESCRIPTION:				CONTRACTOR SUBMITTAL #:	SUBCONTRACTOR:
SPECIFICATION:	**PARAGRAPH:**	**DRAWING:**	**DETAIL:**	**SUPPLIER:**	**SUBSTITUTION:**

ACTION / INFORMATIONAL SUBMITTALS:

- ☐ Product Data
- ☐ Shop Drawing
- ☐ Sample
- ☐ Coordination Drawing
- ☐ Qualification Data
- ☐ Certificates
- ☐ Warranty Sample
- ☐ Other: _____

RECORD SUBMITTAL:

- ☐ Field Test Report
- ☐ Operation/Maintenance Data
- ☐ As-built Drawing
- ☐ Warranty
- ☐ Attic Stock / Turnover
- ☐ Other: _____

Contractor Review:

This submittal has been reviewed, checked and approved for compliance with the Contract Documents.
*Any **substitutions / deviations** are noted below.*

Signed: _____ Dated: _____

Construction Manager Review:

This submittal has been received for coordination. Any observations noted below do not replace final review and acceptance by the Architect/Engineer of record.

Signed: _____ Dated: _____

Architect/Engineer Review:

- ☐ Reviewed
- ☐ Rejected
- ☐ Revise and Resubmit
- ☐ Furnish as Noted

Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

LaBella Associates, D.P.C.

Signed: _____ Dated: _____

Architect/Engineer Comments:

SECTION 01 42 19
APPLICABLE STANDARDS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Throughout the Contract Documents, reference is made to codes, regulations and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.

B. Where materials or workmanship are required by the Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the most recently adopted named code or standard.

C. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect/Engineer to deliver to the Architect/Engineer all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Architect/Engineer and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect/Engineer.

1.2 QUALITY ASSURANCE

A. Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

B. Rejection of non-complying items: The Architect/Engineer reserves the right to reject items incorporated into the work, which fail to meet the specified minimum requirements. The Architect/Engineer further reserves the right, and without prejudice to other recourse the Architect/Engineer may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the Architect/Engineer and the Owner.

C. Applicable standards listed in these specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organization:

1. AASHTO = American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, DC 20004.

2. ACI = American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48419.

3. AISC = American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York 10020.

4. ANSI = American National Standards Institute (successor to the USASI and ASA), 1430 Broadway, New York, New York 10018

5. ASME = American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, New York 10017.

6. ASTM = American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103.

7. AWS = American Welding Society, Inc., 2501 N.W. 7th Street, Miami, Florida 33125.

8. AWWA = American Water Works Association, Inc. 6666 West Quincy Avenue, Denver, Colorado 80235.

9. CRSI = Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610.

10. Federal Specifications and Federal Standards = Specifications Sales (3FRI), Bldg. 197, Washington Navy Yard, General Services Administration, Washington, DC 20407.

11. FR = Federal Register, National Archives and Records Service, Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

12. NAAMM = The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302.

13. NEC = National Electrical Code (see NFPA).

14. NEMA = National Electrical Manufacturers Association, 155 East 44th Street, New York, New York 10017.

15. NFPA = National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210.

16. NYSDOT = New York State Department of Transportation.

17. OSHA = Occupational Safety and Health Act.

17. SDI = Steel Deck Institute, 135 Addison Avenue, Elmhurst, Illinois 60125.

18. SSPS = Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213.

19. UL = Underwriters' Laboratories, Inc., 207 East Ohio Street, Chicago, Illinois 60611.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 - GENERAL

1.1 INSPECTION

A. No work shall be started at any location, nor shall work, which has been discontinued, be resumed at any location without notice, either to the inspector (observer) in person, or at least one day in advance to the office of the Architect/Engineer.

B. The Observer may reject unsatisfactory materials and require the correction of work improperly done. The Observer has no authority to change any plans or specifications. The Observer may transmit to the Contractor directions of the Architect/Engineer and the Contractor may request written confirmation thereof. The Contractor shall provide the Observer and Architect/Engineer safe access to all parts of the work and sources of material and shall furnish any labor required to assist the Observer or Architect/Engineer. Failure of the Observer to reject inferior work or acceptance of such work shall not bar the Owner from recovery of damages, or the cost of rebuilding such work. If any work should be covered up before it is observed and without the inspector's consent, the work shall be, where requested, uncovered for examination and properly restored at the Contractor's expense. Any work, which is covered with the inspector's consent, and is subsequently required by the Architect/Engineer to be uncovered for additional inspection or testing, shall be done by the Contractor and thereafter restored. The Owner will pay the cost of such openings, testing, and restoration, provided the work and material is found to be acceptable. Where the work and materials are found to be unsatisfactory, the Contractor shall pay all costs of opening, testing, correcting and restoring the work. The Architect/Engineer has no authority to direct construction methods and procedures, nor do they have authority to enforce governmental laws and rules.

1.2 INTERPRETATION OF CONTRACT DOCUMENTS

A. All questions or controversies as to the meaning of Contract Documents shall be submitted promptly to the Architect/Engineer. Plans shall not be scaled for dimensions. References to standard specifications and codes mean the latest adopted version. As the work proceeds, the Architect/Engineer will give needed information and may issue supple-mentary directions and drawings detailing the work. The Architect/Engineer will decide all questions and controversies, which arise as to the interpretation of the Contract Documents and as to the conformity of materials and work with the Contract Documents. The Architect's/Engineer's decision, in writing, shall be final and binding on the Contractor.

B. In any case involving time of completion or financial consideration, where such decision is unsatisfactory to the Owner or Contractor, the Architect/Engineer will attempt to negotiate a settlement agreeable to both.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Contractor shall monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Contractor shall comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, Contractor shall request clarification from Architect/Engineer before proceeding.

D. Contractor shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Contractor shall secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review by Architect/Engineer.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after work represented by field sample is completed and accepted.

1.5 INSPECTION AND TESTING LABORATORY SERVICES

A. Contractor shall arrange for services using an independent testing laboratory acceptable to the Architect/Engineer. Contractor shall submit name and qualifications of proposed testing laboratory. Acceptable testing laboratories include but are not limited to: Atlantic Testing or CME.

B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect/Engineer or Owner.

C. Reports will be submitted by the independent firm to the Contractor and to the Architect/Engineer, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mixes, equipment, tools, storage and assistance as requested.

1. Notify independent firm and Engineer 24 hours prior to expected time for operations requiring services.

2. All costs associated with testing of natural materials and compaction shall be borne by the Contractor.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations, observer subject to review of Architect/Engineer.

B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

C. Individuals shall report to Architect/Engineer observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in duplicate within 14 days of observation to Architect/Engineer for review.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1. DESCRIPTION

A. Temporary facilities required for this work includes, but are not necessarily limited to:

1. Utilities such as water, electricity, temporary heat, telephone and sanitary facilities.

B. Temporary controls required for this work includes, but are not necessarily limited to:

1. Dust, water, noise, and pollution control.

2. Enclosures, fencing, security, and barriers.

C. Removal of temporary utilities, facilities, and controls.

1.2. RELATED WORK SPECIFIED ELSEWHERE

A. Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the Work are not part of this section.

B. Permanent installation and hook-up of the various lines are described in the pertinent sections of these specifications.

C. Erosion and Sediment Control – **Section 31 25 00**

1.3. PRODUCT HANDLING

A. Use all means necessary to maintain temporary facilities and controls in proper condition throughout progress of the work.

1.4 JOB CONDITIONS

A. Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Architect/Engineer's approval, and when required, provide alternate temporary service. All connections shall be made under the authority of the specific utility owner.

1.5 SUBMITTALS

A. Prior to starting work, Contractor shall submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All temporary utilities shall be subject to the Architect/Engineer's approval.

2.2. WATER

A. Water required during construction for filling, flushing and testing shall be provided by the Contractor.

2.3 ELECTRICITY

A. Temporary electricity shall be provided by the contractor, as necessary for his own use.

2.4 TELEPHONE

A. The Contractor shall make all necessary arrangements for providing their own temporary telephone service to the project site and shall pay all costs for this service. Cellular telephone service is acceptable provided that acceptable reception is available at project site.

B. The temporary telephone services shall remain until substantial completion of the work.

C. The Contractor shall maintain telephone services such that the Architect/Engineer or Owner can contact him at all times during the term of the contract.

D. Telephone service shall be equipped with voice mail or answering machine.

2.5 HEAT

A. The Contractor shall provide temporary heat as necessary for protection of the work.

2.6 SANITARY FACILITIES

A. The Contractor shall provide temporary sanitary facilities as necessary throughout the work sites for the use of all personnel and maintain these facilities in a sanitary condition at all times so as to not create and nuisance conditions.

2.7 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere and adjacent areas.

C. Water for sprinkling shall be clean, free of salts, oil, acids, alkalis or other injurious matter (pH 6.0 to 8.0).

2.7 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment. Protect site from puddles or running water. Provide temporary measures and/or devices to prevent water flow.

2.8 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations. Operations should not create nuisance or inconvenience to others.

2.9 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

2.10 ENCLOSURES, FENCING, SECURITY AND BARRIERS

A. Provide temporary fencing and/or barriers around project area to prevent unauthorized entry to construction area and to protect existing facilities and adjacent properties from construction operations.

B. Protect work and materials from theft, vandalism, and unauthorized entry.

C. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water

PART 3 - EXECUTION

3.1 ENCLOSURES

A. Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work.

3.2 DUST CONTROL

A. Debris is to be swept or flushed from the roads at the end of each day.

B. Apply water by approved methods and equipment, including a tank truck with gauge equipped pressure pump and spray bar, dispersing water through nozzles at rate sufficient to

control dust, but low enough to avoid puddles and muddy surfaces. Dust control methods, materials, and frequency will be subject to approval of the Architect/Engineer.

3.3 MAINTENANCE AND REMOVAL

A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work, unless otherwise specified herein. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Architect/Engineer.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Contractor shall be responsible for final project cleanup of their contract section; furnishing all required record drawings, manuals, certifications; furnishing copies of warranties and maintenance schedules (where applicable) for all materials (triplicate); the necessary warranties, maintenance bonds, and lien releases as required by the Contract Documents.

1.2 EXECUTION

A. The contract section shall be substantially returned to its preconstruction condition which includes, but is not limited to,

   a. Removal of all construction materials and construction equipment not permanently incorporated into the project.

   b. Complete all road and surface restoration.

   c. Removal of all trash and debris associated with the project.

B. Contractor shall have the required record drawings (in accordance with Section 1.3) and warranties and certifications submitted to the Owner in triplicate.

C. Contractor shall have the necessary, bonds, warranties and lien releases submitted to the Owner.

D. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

E. Contractor shall complete final cleanup requirements.

1.3 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect/Engineer's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line whiteprints of contract drawings and shop drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the work.

2. Mark new information that is important to the Owner but was not shown on the contract drawings or shop drawings. As a minimum provide the following:

   a. Measured underground utility burial depths, whenever greater or less than the stated minimum.

   b. Measured vertical clearance at each underground utility crossing.

   c. Measured horizontal and vertical locations of underground utilities and appurtenances (including but not limited to all mains, services, fittings, valves, hydrants, meter boxes, test connections, service taps, and abandoned taps or valves), referenced to permanent surface improvements.

   d. Measured location and depth of rock removal area, where applicable.

   e. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.

   f. Field changes of dimension and detail.

   g. Refer to General Conditions Section 007200 for additional information.

3. Note related change-order numbers where applicable.

4. Maintain a complete file of approved field sketches, diagrams and other changes, as may becomes necessary during the progress of the work and attach to the record set of Contract Drawings.

5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets, print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the project manual, including addenda. Include with the project manual one copy of other written construction documents, such as change orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modifications.

2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and product data.

4. Upon completion of the work, submit record specifications to the Architect/Engineer for the Owner's records.

5. Legibly mark and record in Part 2 of each section of the specifications, a description of the actual products installed, including the manufacturer's name and product model and number.

D. Record Product Data: Maintain one copy of each product data submittal. Note related change orders and markup of record drawings and specifications.

1. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit complete set of record product data to the Architect/Engineer for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of final completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.

END OF SECTION

SECTION 01 71 00
GRADES, LINES AND LEVELS - LAYOUT OF WORK

PART 1 - GENERAL

1.1 LAYOUT OF WORK

A. Elevations and dimensions provided are from record drawings and are not guaranteed. Each Contractor shall take field measurements, verify critical dimensions and elevations in advance of construction. Report any discrepancies to the Engineer before proceeding with the work. Minor variations from record dimension/elevations can be anticipated and are not cause for a change in scope. The Contractor is responsible for all re-work required as a result of his failure to complete verification of critical elevations prior to the start of all construction.

B. From the information provided by the Engineer, each Contractor shall layout his work. The Contractor shall provide competent qualified men, all necessary instruments, stakes, and other material to perform the layout. The exact position of the work on the site shall be established from central control points which are shown on the plans or will be established by the Engineer.

C. Any error, apparent discrepancy, or absence of data shown or required for accurately accomplishing the stake out shall be referred to the Engineer for interpretation.

D. The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points. The Engineer may check any or all portions of the layout or survey work or notes made by the Contractor. This checking does not relieve the Contractor of any responsibility for the accuracy or completeness of his work.

E. All computations, survey notes, and other records shall be neatly made. These shall be made available to the Engineer upon request and shall be furnished to the Engineer upon completion of the Contract.

END OF SECTION

SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected site elements.
2. Salvage of existing items to be reused or recycled.
3. Reconnection of temporarily discontinued utilities.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where and how indicated.

C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. The Owner has the right of first refusal for salvaged and removed items they request, all other items are to become property of the contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to The Owner that may be uncovered during demolition remain the property of the Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Coordination of Owner's continuing occupancy of portions of existing buildings and of Owner's partial occupancy of completed Work.

C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

D. Pre-demolition Photographs or Video: Submit before Work begins.

E. Submit disposal location.

F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

A. Removals shall be completed by company or companies familiar with the work, has appropriate equipment to complete the work, and has completed at least 5 previous similar removals and proper disposals.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building and site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Owner's Designated Representative and Architect/Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Refer to Hazardous Materials Drawings for locations of known hazardous materials that will be encountered in the Work.

1. Complete known hazardous materials removal where required in accordance with appropriate regulations and contract documents.

2. If other suspected hazardous materials are encountered, do not disturb; immediately notify Site Representative and Architect/Engineer. A determination will be made whether to remove hazardous materials or reroute the intended work.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner if available. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner's Representative.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or preconstruction videotapes.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

2. Before selective demolition or removal of existing building elements or site features that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, parking lots, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, and other existing finish work that are to remain or that are exposed during selective demolition operations.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

4. Maintain adequate ventilation when using cutting torches.

5. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Protect items from damage during transport and storage.

3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 PROJECT SPECIFIC PHOTOS

A. Existing underground detention basin (see photos below), prior to installation of gabion basket walls.

PHOTO NO. 1

PHOTO NO. 2

PHOTO NO. 3

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 31 20 00 "**Earth Moving**"

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.

b. Independent testing agency responsible for concrete design mixtures.

c. Ready-mix concrete manufacturer.

d. Concrete Subcontractor.

e. Special concrete finish Subcontractor.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.

2. Admixtures.

3. Fiber reinforcement.

4. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI- certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1. Include the following information in each test report:

a. Admixture dosage rates.

b. Slump.

c. Air content.

d. Seven-day compressive strength.

e. 28-day compressive strength.

f. Permeability.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

1.10 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 .

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301 .

2. ACI 117 .

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.

2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.

b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.

c. Structural 1, B-B or better; mill oiled and edge sealed.

d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

3. Overlaid Finish birch plywood.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch , minimum.

F. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

G. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

H. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I, gray.

2. Fly Ash: ASTM C 618, Class F or C.

3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

4. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at

least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C 260/C 260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II. Water: ASTM C 94/C 94M and potable.

2.4 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

C. Reglets: Fabricate reglets of not less than 0.022-inch-thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

D. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.5 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 .

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.

2. Combined Fly Ash and Pozzolan: 25 percent.

3. Slag Cement: 50 percent.

4. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent Portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

5. Silica Fume: 10 percent.

6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

7. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and-retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.6 CONCRETE MIXTURES FOR:

A. Footings, Foundation Walls, Grade Beams, Retaining Walls, Pads, Manhole Benches and Channels, and Piers: Normal-weight concrete.

1. Minimum Compressive Strength: 4,500 psi at 28 days.

2. Maximum W/C Ratio: 0.45.

3. Slump Limit: 4 inches, plus or minus 1 inch . If admixtures are used in improve workability, the maximum slump limits may be relaxed with Engineer's approval.

Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2 inch nominal maximum aggregate size.

2.15 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.16 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F , reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F , reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 , to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.

2. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.

2. Do not use rust-stained steel form-facing material.

F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely

braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

G. Chamfer exterior corners and edges of permanently exposed concrete.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3. Install dovetail anchor slots in concrete structures as indicated.

3.3 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of

weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Maintain reinforcement in position on chairs during concrete placement.

3. Screed slab surfaces with a straightedge and strike off to correct elevations.

4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open- textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.4 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view or surfaces to receive a rubbed finish.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1-part portland cement to 1- 1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.5 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.

2. Construct concrete bases 4 inches high unless otherwise indicated, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.

3. Minimum Compressive Strength: 3500 psi at 28 days.

4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.

5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.

6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.6 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.

    b. Continuous water-fog spray.

    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture- retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.

    b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

    c. Curing compounds: Not permitted.

END OF SECTION

SECTION 22 13 14
TEMPORARY BY-PASS PUMPING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This section covers the installation temporary by-pass pumping to maintain flows around the work area.

B. Furnish and install all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area for the duration of the project.

C. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

1.2 SUBMITTALS

A. The submittal shall include a written description and sketch of the Plan and shall address the quantity, capacity, and location of all pumping equipment. All pumping equipment submitted shall include the manufacturer's performance curves. The size, type and routing of all suction and discharge pipes and the means of connecting the system shall also be included.

1.3 MINIMUM REQUIREMENTS

A. It is required under this section that the Contractor provide all necessary means to safely convey the normal flows past the work area. It will not be permitted to stop or impede the main or any sideline flows under any circumstances.

B. The temporary pumping system will be required to handle flows the capacity of the larger of the existing or proposed pumps.

C. All pumps used shall be centrifugal, end suction, fully automatic self-priming units that do not require the use of foot-valves, vacuum pumps, or diaphragm pumps in the priming system. The pumps may be electric, or diesel powered. All pumps shall not be the hydraulic submersible type. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

D. To prevent the accidental spillage of flows, all discharge systems must be constructed of rigid pipe with positive type CH, leak proof connections. Discharge hose will only be allowed by specific permission of the Engineer.

E. The Contractor shall provide the necessary start/stop controls and power for pump.

F. The Contractor shall ensure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

G. The temporary pumping system shall be placed in service a minimum of 24 hours before any other work may begin. It shall remain operable for at least 72 hours after the repairs are completed and its removal is approved by the engineer in writing.

H. Once written permission is issued, the Contractor shall remove all components of the temporary pumping system. The Contractor shall perform all restoration work to the satisfaction of the engineer.

PART 2 - PRODUCTS

2.1 TEMPORARY BY-PASS PUMPS

A. The temporary pump(s) will be used to pump raw sewage.

B. Provide standby pumping by backing up pumps size by size, if necessary.

C. The pump(s) and accessories shall be supplied by the pump manufacturer.

D. The pump(s) shall be fitted with a fully automatic priming system. The pump must be capable of running totally dry.

E. The diesel engine driven pump unit shall be mounted with tires that can be towed on the road at 50 M.P.H. and shall be wired for over the road usage, per applicable D.O.T. Standards.

F. Pump to be fully automatic, needing no form of adjustment on priming system. The pump shall be capable of static suction lifts to 25 feet, vertical, at sea level. The pump must be capable of pumping sewer inflows. It shall also be capable of operation using extended suction lines.

G. The pump offered shall be a manufacturer's standard production model. It shall have been in continuous use by municipal and industrial owners for a minimum of five years.

H. Pump must have an alarm system with cell phone dialer system.

2.2 DESIGN REQUIREMENTS

A. Minimum solids handling size: 3-inches.

B. The larger of the existing and proposed pumps under site conditions.

2.3 ACCEPTABLE MANUFACTURERS/VENDORS

A. The pump shall be manufactured by Godwin Pumps, Bridgeport, New Jersey or approved equal.

2.4 EQUIPMENT

A. Pump shall be supplied with an integral type check valve mounted on the discharge flange of the pump, allowing unrestricted flow into the impeller. The type check valve shall prevent in-line return of flow when the pump is shut off. Non-return valve elastomers shall be Nitrile Rubber, and shall be field replaceable.

B. Diesel shall be air or liquid cooled engine. Engine shall drive pump by use of direct connected intermediate drive plate. Starter shall be 12 volt electric. Safety shut down switches for low oil pressure and high temperature shall be provided. Battery shall have 180 Amp hour rating. Unit shall include a tachometer and an hour meter. A certified continuous duty engine curve shall be supplied to the Engineer.

C. Governor shall be mechanical type. Engine speed shall be adjustable to operate the pump between maximum and minimum design operation speeds.

D. Integral trailer fuel tank capacity shall be sufficient to provide at least 24 Hrs. of operating time at full load. The engine shall be capable of operating satisfactorily on a commercial grade of distilled No. 2 fuel oil.

E. Exhaust system shall include muffler and silencer of suitable size. The noise produced by the pumps must not exceed 70 A-weighted decibels (dba).

PART 3 - EXECUTION

3.1 MANUFACTURERS SERVICES

A. The manufacturer shall furnish the services of a competent factory representative to do the following:

1. Inspect the system prior to delivery, supervise the startup and testing of the system, and certify the system has been properly furnished and is ready for operation.

2. Instruct the Contractor's operating personnel in the proper operation and maintenance of the system.

3.2 OPERATION AND MAINTENANCE

A. Provide maintenance and fuel as required for continuous duty.

B. The Contractor is responsible of all damages should the pumping system fail.

END OF SECTION

SECTION 31 10 00
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. It is the intent of this section to limit the area of clearing and grubbing to the minimum area possible to allow for the proper installation of the work and to preserve all plantings, trees, shrubs, grass, and natural vegetation to the maximum extent possible.

2. Provide general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

3. Provide clearing and grubbing of all trees, plants, undergrowth, shrubs, brush, other vegetation and debris within the limits indicated on the Contract Drawings and as required to complete the work.

4. Protect existing trees and plants scheduled to remain.

5. Prune existing trees and plants affected by the execution of the work.

6. Remove all fence, sidewalk, granite curb, concrete curb, asphalt pavement, concrete pavement, utility structures, pipes, conduits, site lighting, utility poles and other items as indicated on the Contract Drawings or as needed to complete the work.

7. Remove all site amenities as designated on the Drawings or as needed to complete the work including but not limited to: signs, guide rails, etc.

8. Disconnect, cap or seal, and remove and/or abandon site utilities in place. Provide bypassing of flows as needed to complete and protect the work.

9. Properly dispose of all removed materials not designated to be reused or delivered to the Owner.

10. Fill and properly compact voids left from clearing and grubbing and buried utility removal activities with backfill materials to meet the finished treatments. (Refer to Part 3 "Clearing and Grubbing)

11. Building and foundation demolition are covered under other specification sections.

B. Related Sections:

1. Division 31 Section **"Earth Moving"**
2. Division 31 Section **"Erosion and Sediment Control"**
3. Division 32 Section **"Maintenance and Protection of Traffic"**

1.3 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, materials toxic to plant growth, or other nonsoil materials.

D. Plant-Protection Zone: Area surrounding planting beds, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.

F. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials become Contractor's property and must be removed from Project site. Contractor to provide owner opportunity to retain salvaged items prior to disposal.

1.5 SUBMITTALS

A. Submit name and qualifications of certified Arborist and tree service firm to be utilized.

B. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction. Data shall include:

1. Species and size of tree.

2. Location on site plan. Include unique identifier for each.

3. Reason for pruning.

4. Description of pruning to be performed.

5. Description of maintenance following pruning.

C. Samples:

1. Organic Mulch: 1-quart volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.

D. Existing Conditions: Documentation of existing trees and plantings, indicated to remain and adjoining construction and/or site improvements which establishes preconstruction conditions that might be misconstrued as damage caused by site clearing or other construction related activities.

1. Use sufficiently detailed photographs or videotape.

2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

E. Label or pruning paint data proposed for use. Provide MSDS for materials used on-site.

F. Antirust coating data proposed for use. Provide MSDS for materials used on-site.

G. Contractor's schedule indicating dates upon which Contractor and Owner's Designated Representative will traverse the site to allow Contractor to indicate the trees and plantings which he has determined to be necessary to remove, trimmed, or replanted and to obtain Owner's Designated Representative's approval.

H. Detailed plan on handling of bypass flows during construction including equipment and methods proposed, timeline, crews and contingency plan. This plan will be reviewed by the Architect/Engineer and no bypass operations will be permitted without an approved plan.

I. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this project.

B. Pre-installation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.

b. Enforcing requirements for protection zones.

c. Field quality control.

C. Confine clearing and grubbing operations to within the limits shown on the Contract Drawings or as otherwise designated by the Architect/Engineer. General limits include:

1. All areas where work is required to be done, but, to the minimum extent possible to properly install the work.

2. Within the grading limits shown on the Drawings.

3. Within existing public rights-of-way or easement.

4. Within contract limits.

D. No trees, plants, shrubs, flowers or vegetation shall be removed or trimmed without prior permission of the Architect/Engineer or Owner's Designated Representative, except where otherwise specified or directed.

E. Pruning of trees shall be completed by a certified, trained arborist.

F. Provide at least one person who shall be present at all times during clearing and grubbing operations who shall be thoroughly familiar with the following:

1. The types of trees and plantings encountered.

2. The proper procedures and methods for preserving trees.

3. The proper procedures and methods for felling, trimming, pruning, and caring for trees and plants and their roots.

Such person(s), firm(s), or subcontractor(s) must be totally familiar with this type of work, must be regularly engaged in similar work and shall be responsible for directing all work affecting trees, plantings, and vegetation.

G. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

H. Erosion control measures in accordance with Division 31 Section "Erosion and Sediment Control", shall be followed.

I. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities.

1.7 PROJECT CONDITIONS

A. Burning or burial of materials at the site is not permitted.

B. Explosives are not permitted for clearing and grubbing operations.

C. Minimize interference with adjoining roads, streets, walks, parking areas and other adjacent occupied or used facilities during site-clearing operations. Refer to Division 32 Section "Maintenance and Protection of Traffic" for traffic maintenance information.

D. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property, if any will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Owner's Designated Representative.

E. Do not grub along the side slopes of the embankments.

F. Perform all clearing and grubbing within 5-feet of the embankments by pulling debris, sediment or any other materials away from the embankment slope to help protect the downhill areas. Do not push materials down the embankment slope.

G. Arrange for disconnection, disconnect, and seal or cap all utilities and services designated to be removed before start of site work operations. Perform all work in accordance with the requirements of the applicable utility company or agency involved. Pay costs for all utility related work including coordination with and charges from the utility company for work they may require in order to accomplish the work shown or implied.

H. If uncharted or incorrectly charted underground piping or other utilities and services be encountered during site work operations, notify the applicable utility company or utility owner immediately to obtain utility company/owner in maintaining active services in operation. The Contractor bears the cost of any and all repair work.

I. Locate, protect, and maintain benchmarks, monuments, control points, and project engineering reference points. Reestablish disturbed or destroyed items at Contractor's expense.

J. The location and size of trees, plantings, vegetation, as well as location, size and material of construction of drives, sidewalks, curbs, fences, existing utilities and other living and non-living items, as shown on the Drawings, have been determined by actual surveys at the time

surveys were made. Since that time, additional items may have been built, modified, improved or planted, some items may have been removed or replaced, and the condition of things may have changed.

K. Carefully examine the site prior to bidding and become fully acquainted with the existing conditions as the contract price includes the cost for removing and replacing all obstacles and obstructions, as required, whether shown on the Drawings or not. Include restoration for all disturbed or damaged areas with in-kind materials at the time of construction, whether shown on the Contract Drawings or not, unless otherwise indicated in the Contract Documents.

L. Protect and maintain streetlights, parking and sidewalk lighting, emergency phones, utility poles and services, curb boxes, valves, utility structure/piping castings, and other services, except items designated for removal.

M. The following practices are prohibited within tree- and plant-protection zones:

1. Storage or stockpiling of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging, unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
8. Do not direct vehicle or equipment exhaust towards protection zones.
9. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
10. Do not store materials potentially harmful to tree roots. Potentially harmful materials include, but are not limited to: petroleum products; cement; lime; paints; detergents; acids; and, cleaning agents.

1.8 STORAGE AND HANDLING

A. Stockpile earth spoil or excess earth material on the site or storage of excavated materials for reuse in a manner which will not hinder the progress of the work; cause any nuisance; or cause spillage or tracking of materials from the transporting vehicle onto public or private roadways and pavements, or cause an inconvenience to adjacent property owners or the active facility.

B. Obstruction of roads, driveways, parking areas, sidewalks, or interference with drainage along curbs, ditches, or drainage channels with stored material is not permitted.

C. Store fences, signs, granite curb and other items at approved locations for subsequent reinstallation.

D. Promptly remove materials not specified to be stored or reused.

1.9 SCHEDULING

A. Avoid interference with the use of, and passage to and from, adjacent properties, buildings, facilities, driveways, walks, drainage systems, and roads etc.

B. Do not commence site clearing operations until temporary erosion- and sedimentation-control and tree- and plant-protection measures are in place.

C. Pavements which are required to be removed, including streets, roadways, driveways, parking areas, and walkways, may be saw cut in advance, but do not remove until the work is ready to be installed.

D. Do not remove signs, guide rails, and all other control, safety and warning devices until just prior to the installation of the work.

E. Do not remove fences until the property owners affected are notified at least four days in advance of such removal. Unless written permission from a fence owner is received, do not remove a fence more than 48 hours in advance of the installation of the work affecting the fence.

F. Leave all items affecting traffic, safety, lives, and the containment of humans and animals and all items essential to the protection of property or the operation of a business be left in place as long as possible and replaced as soon as possible when such items must be removed.

1.10 PROTECTION AND COORDINATION

A. Persons and Property:

1. Carefully protect and guard all trees, shrubs, and vegetation to remain.

2. Take every precaution to avoid damage to utilities, buildings, structures, facilities, and other property. All curbs, gutters, pavements, structures, utility lines, and other features along the street rights-of-way, adjacent property and the existing facility shall be protected.

3. Barricades/Enclosures: Properly protect persons and property at all times against harm or damage of any kind during construction and site improvement operations. Provide substantial barricades/enclosures around all openings as soon as they are uncovered, to block access and afford protection to workmen, facility employees, and the general public.

4. Signals: Provide lanterns or other signalization, as may be required by law or directed by the Owner's Designated Representative in the vicinity of any open excavations or unsafe areas, and be certain that such devices are operable at all times during hours of darkness, or when the work area is left unattended.

5. Shoring/Bracing: Provide necessary shoring and bracing for support of buildings scheduled for demolition and for protection of adjacent structures and facilities caused by demolition operations. Cost of repair shall be paid by the Contractor and at no additional cost to the Owner.

6. Maintain all barricades and signals for the duration of the Contract.

B. Utilities:

1. Preserve Active Lines: Preserve in operating condition, all active utilities indicated on the Contract Drawings to remain. This applies to all utilities, which traverse the project site, or exist in the immediate vicinity of the site, including, but not limited to, mains, conduits, manholes, handholes, catch basins, valve boxes, poles, guy anchors, and appurtenances. Damage to any utility line or related appurtenances resulting from work under this Contract shall be repaired or replaced by the Contractor to the satisfaction of the Architect/Engineer, Owner, utility company, utility owner and/or local authority. All costs associated with this repair shall be paid by the Contractor at no additional cost to the Owner.

2. Damaged Utility Lines: If active utility lines are broken or damaged during any site improvements operations, take all necessary steps immediately to avoid endangering persons or property, and notify the Owner's Designated Representative, Architect/Engineer, and the affected utility company, and municipal engineer's office to obtain a decision regarding this treatment and/or assistance in the repair of the damaged line.

3. Prior Notification: Notify all utility companies, utility owners, municipal engineer's office, and/or the respective water and sewer department, prior to the commencement of any operations on the site. Confirm locations with all utility companies/owners involved, of all live or active lines within, or immediately adjacent to, the contract limit lines of this project.

4. Water Damage: In the event that water, storm sewer, sanitary, or other utility lines are broken, or that springs, ground water, or other sources of water are encountered, take all necessary steps immediately to divert water away from construction, site improvement operations and storage areas to prevent erosion, undermining or other damage. If permanent corrective measures other than those indicated on the Contract Drawings become necessary, request a written decision from the Architect/Engineer.

C. Adjacent Properties:

1. Protection: Protect all adjacent properties and structures and use every means possible to prevent erosion, flooding, undermining excessive excavation or other damage during any construction or site improvement operations. Repair all damage

in a manner specified by, and to the satisfaction of the Owner's Designated Representative and the Architect/Engineer. The Contractor shall pay the cost of any repairs necessary at no additional cost to the Owner.

D. Restoration:

1. Injured or damaged trees shall be repaired in accordance with accepted nursery industry standards and as acceptable to the Architect/Engineer.

2. Contractor shall bear the cost of repair and replacement of trees scheduled to remain that are damaged or removed by construction operations.

3. All trees, shrubs or plantings, which are taken-up for subsequent reuse, and die, shall be replaced with first class balled and bur lapped nursery grown representatives of the same species and caliper at the expense of the Contractor.

4. Damage to existing curbs, gutters, pavements, structures, utility lines, or other features should be replaced or repaired to the satisfaction of the Architect/Engineer, Owner's Designated Representative, and/or utility owner, at no additional cost to the Owner.

5. Fill, grade, and compact disturbed areas to the grades and lines as shown on the Contract Drawings. Grade compacted surface to meet adjacent grades and provide proper surface drainage. Provide uniform levels and slopes. All work shall be completed in accordance with specification Division 31 Section "Earth Moving".

PART 2 - PRODUCTS

2.1 MATERIALS

A. Asphalt base paint specially formulated for horticultural application to cut or damaged plant tissue.

B. Satisfactory Soil and Granular Material: Requirements for satisfactory soil and granular materials are specified in Division 31 Section "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

2. Provide imported granular materials.

3. Provide imported planting soil.

C. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.

D. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.

1. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

E. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.

2. Size Range: 3 inches maximum, 1/2 inch minimum.

3. Color: Natural.

F. Tree- and Plant- Protection Zone Fencing:

1. The Contractor is to furnish all labor, materials, equipment, and supplies and perform all operations required to complete this work.

2. Protection zone fencing shall be temporary orange construction fence, a minimum of 4-feet in height, mounted to 2-inch x 4-inch wood or steel fence posts, set a maximum of 10 feet o.c. Fence enclosure shall reach the outer limits of the spread of the branches, a minimum radius from face of tree trunk as shown in the Contract Plans, or as determined by the arborist, whichever is greater.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Monuments: Locate, protect and maintain benchmarks, monuments, batter boards, survey control points and other reference points from disturbance during construction. Protect all reference points against movement, injury, and displacement and replace those, which become disturbed as the result of any operations of this Contract. Monuments, benchmarks, and other reference features shall be carefully protected by Contractor. Should any be disturbed or damaged by any cause, the Contractor shall have same replaced to original location, elevation and condition by a NYS Licensed Land Surveyor at the cost and expense of the Contractor.

B. Verify all limiting boundaries such as permanent and temporary easements, property lines, rights-of-way and grading limits have been accurately located and clearly marked. Where appropriate, verify that pipeline routings and other work limits have been accurately located and clearly marked.

C. Locate and clearly identify trees, shrubs, and other vegetation to be removed or relocated. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54+/- inches above the ground.

D. Carefully plan and execute operations so as to avoid damage to trees, shrubs, plants, etc.

E. Verify that temporary erosion- and sedimentation-control measures are in place.

F. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner's Designated Representative.

3.3 EROSION AND SEDIMENTATION CONTROL

A. Complete work in accordance with Division 31 Section "Erosion and Sediment Control".

3.4 TREE AND PLANT PROTECTION

A. Prior to the start of any site operations, fence all trees and groups of trees, shrubs or planting beds which may interfere with site operations and are not designated to be removed. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation. Maintain fencing during full construction period. Remove temporary fencing when no longer needed or when acceptable to the Architect/Engineer.

B. Protect trees against cutting, breaking, bruising of bark. Where, in the opinion of the Architect/Engineer, the Contractor does not exercise reasonable care, the Architect/Engineer may require trunks to be wrapped with protective fencing.

C. Tie back flexible limbs that may be damaged by passage or activity of equipment beneath trees. Where limbs cannot be tied back and equipment cannot avoid limbs or branches, prune back limbs, only after approval of the Architect/Engineer.

D. Protect tree, shrub, perennial and turf root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

E. If recommended by the Arborist, mulch areas inside tree-protection zones and other areas indicated. Apply 2-inch average thickness of organic mulch. Do not place mulch within 6-inches of tree trunks.

F. Protect Tree- and Plant- Protection Zones. Refer to Part 1 "Project Conditions" for additional information.

G. Maintain protection zones free of weeds and trash. Mow grass as needed to maintain a 2-to 4-inch grass height.

H. Certified arborist to conduct all work on tree branches and roots, including but not limited to branch cutting and pruning, root cutting and pruning, redirecting roots, and tying back branches.

I. Trenching near Trees: Obtain arborist approval for work required in root zones and protection zones. Where utility trenches are required within protection zones, hand excavate or use air spade under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Tunnel past established trees for a minimum distance of 7 feet each side of the trunk. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

J. Arborist to redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, certified arborist to cut roots approximately 3 inches back from new construction and as required for root pruning.

K. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

L. Certified arborist to prune roots that are affected by temporary and permanent construction. Prune roots as follow:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.

2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.

3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.

4. Cover exposed roots with burlap and water regularly.

5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."

M. Root Pruning at Edge of Protection Zone: Prune roots 12 inches outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

N. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks or air spade, comb soil to expose root. Certified arborist to cleanly cut roots as close to excavation as possible.

O. The Contractor is responsible for damage to trees as a result of not following the procedures outlined herein, not exercising reasonable care or by negligence.

P. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect/Engineer or Owner's Designated Representative.

Q. Dead or Dying Trees:

1. Remove all trees, which, upon completion of the project, are found to be in a dead or dying condition (more than 50% dead or in an unhealthy condition) as the result of the failure to adhere to the above precautionary measures to 12 inches below finished grade and replaced, in a designated location, with a tree of like size and species at the expense of the Contractor. Provide a 12 month guarantee or the project's guarantee period for all trees, whichever is longer.

R. Damaged Trees:

1. Repair trees damaged in any manner, but deemed savable, to the satisfaction of the Architect/Engineer, by an approved tree surgery company.

2. Remove and replaced repaired tree(s) that die within 12 months of final acceptance of the project and replace as indicated as above.

S. Relocation of Trees/Shrubs/Plants:

1. Qualified Landscape contractor to dig trees/shrubs/plants during appropriate season and plant immediately in the designated location. Should it be necessary, due to the sequence of work, to delay planting in the new permanent location, dig and store tree/shrubs/plants in accordance with accepted standard practices. Trees may be dug with a tree spade, but must be planted immediately in the permanent or an approved temporary location.

3.5 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Notify applicable utility company or utility owner and obtain approval for shutting off and terminating existing utility services.

2. Perform work in accordance with applicable utility company requirements.

3. Identify utility service terminations on project record documents. Place markers to indicate location of disconnected utility service below grade.

4. Notify Owner's Designated Representative in writing when disconnecting and sealing/capping of each utility service is complete.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Coordinate at least two weeks in advance with the Architect/Engineer, facility, and Owner's Designated Representative to schedule temporary service shut downs needed to complete the work.

2. Notify Owner's Designated Representative in writing not less than 48-hours in advance to confirm proposed utility interruptions.

3. Any one disruption shall not exceed 4-hours unless mutually agreed to by the Owner, Owner's Designated Representative, Architect/Engineer and Contractor.

4. Temporary service shutdown durations, time of day, and day of the week will be restricted by the Owner. Temporary shut downs will not be permitted during normal weekday business hours for the facility. The Contractor shall include in the price bid all costs for labor, equipment and materials necessary to complete the connections when the facility is not in operation (e.g. weekends, holidays, or if approved by the facility weekdays between 5:00 p.m. and 6:00 a.m.). The date, time and duration of any service shutdown shall be mutually agreed upon between the Contractor, Owner's Designated Representative, facility, and Architect/Engineer, prior to start of work.

5. Do not proceed with utility interruptions without Owner's Designated Representative written permission.

C. Provide bypassing of flows as needed.

3.6 CLEARING AND GRUBBING

A. All trees must be "topped" and "limbed" before felling unless otherwise approved.

B. Schedule and conduct operations to minimize erosion of in accordance with Division 31 Section "Erosion and Sediment Control".

C. Protect all existing site utilities, appurtenance and amenities to remain.

D. Conduct all operations in a manner so that present growth will blend with the limits of construction and a natural appearance will be attained.

E. Clearing consists of cutting and properly disposing of all trees (designated to be removed) and other vegetation, down timber, snags, stubs, brush, shrubs, bushes, as well as boulders, rubbish, debris, and other objectionable matter and materials occurring within areas to be cleared.

F. In wooded areas, trees may be removed and/or trimmed as required, for the proper installation of the work. Gross and unnecessary removal of trees is not permitted.

G. Grubbing consists of the removal and proper disposal of all stumps, roots, duff, grass, turf, sod, debris, vegetation, foundations, buried structures and pipes, as well as other objectionable matter and materials occurring within the areas to cleared and grubbed.

H. Remove stumps and roots to their full depth within 5-feet of underground structures, utility lines, footings and concrete or paved surfaces. Remove stumps and roots to a clear depth of 3-feet below subgrade in other locations.

I. Use hand method for grubbing within protection zones of trees to remain.

J. Stumps of trees removed shall be grubbed, ground or cut.

3.7 FELLING OR PRUNING TREES

A. If it is impractical to fell trees as a whole, remove them in sections according to standard practices of professional tree removal. Fall trees to the center of the area being cleared to minimize damage to trees that are to be left standing.

B. Fall trees away from the slope embankments; stream banks, wetlands, swamps or other water courses; buildings; public or private roadways or sidewalks; and, trees/shrubs to remain.

C. Fall trees in a manner to minimize damage to existing pavements or structures.

D. Immediately after felling a tree, remove branches, cut trunk and limbs, and remove all materials from the site. All merchantable timber and wood, which is removed, shall become the property of the Contractor.

E. All trees left standing, which have been trimmed or become scarred by Contractor's operations, shall be promptly repaired by properly cutting, smoothing, and painting.

F. Trees to be trimmed shall be evenly cut to achieve neat severance with the least possible damage to trees.

G. Arborist to prune branches that are affected by temporary and permanent construction. Prune branches as follows:

1. Prune branches that are affected by temporary and permanent construction. Prune branches under direction of arborist.

    a. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.

    b. Prune trees to remain to compensate for root loss caused by damaging or cutting root system.

2. Unless otherwise directed by arborist and acceptable to Owner's Representative, do not cut tree leaders.

3. Pruning Standards: Prune trees according to ANSI A300 (Part 1) and the following:

a. Type of Pruning: Cleaning.

b. Specialty Pruning: Restoration.

4. Cut branches with sharp pruning instruments; do not break or chop.

5. Do not paint or apply sealants to wounds.

6. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

7. Chip removed branches and dispose of off-site.

H. Where roots are cut or damaged, apply wet burlap to prevent drying out.

3.8 TOPSOIL STRIPPING.

A. Place erosion control measures around materials temporarily stockpiled prior to use or removal from site. Existing topsoil in good condition, deemed acceptable by the Engineer, may be reused.

B. Topsoil deemed unsuitable by the Engineer to be amended for reuse or removed from site.

3.9 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove all below-grade wood, organic material, and metal construction within demolition or removal area.

C. Remove slabs, paving, curbs, gutters, and aggregate base as indicated. Remove to the minimum extent possible to complete the work while utilizing existing joints.

1. Prior to full depth removal, saw cut asphalt and concrete paved surfaces. Use a saw, which will cut a neat, straight joint line along line of existing pavements to remain. Saw-cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3. Carefully remove walks and curbs to the minimum extent possible. Store and protect for reuse if so designated.

D. Carefully remove all fences, signs, and other obstructions and store for subsequent replacement.

E. Do not disturb property markers unless absolutely necessary. If it becomes necessary to disturb or remove a property marker, have a licensed land surveyor provide four (4) ties to the marker. The licensed land surveyor shall replace the marker as soon as possible.

F. Remove and turn over to the facility all items indicated to be salvaged.

G. Remove, store, protect, and reinstall all items indicated for relocation.

H. Remove and dispose off-site underground structures and piping indicated for removal on the Contract Drawings.

3.10 REGRADING AT OR ADJACENT TO PROTECTION ZONES

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Arborist to prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place planting soil in a single uncompacted layer and hand grade to required finish elevations.

3.11 BACKFILLING

A. Backfill in accordance with Division 31 Section "Earth Moving"

B. Backfill all stump holes and holes resultant from plant, tree or structure removal and properly compacted to the satisfaction of the Owner's Designated Representative and/or Architect/Engineer. Backfill within one (1) week after start of work as follows:

1. In areas under and within 5 feet of structures or buildings use Engineered Fill

2. in areas under and within 5 feet of pavements (asphalt, concrete or similar) and utility structures use Subbase Material

3. In all other areas use Select Earth

C. Place a minimum of 6" planting soil over backfill materials in areas to be restored to lawn

3.12 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them in accordance with requirements of all federal, state, local laws and ordinances off Owner's property. Remove cleared materials from the site as the work progresses.

B. Remove cleared materials from the site as the work progresses. Dispose all wood and brush within 15 days after cutting or felling unless otherwise approved by the Architect/Engineer.

C. Leave site in a neat and orderly condition.

3.13 DUST & NOISE CONTROL

A. Complete dust and noise control in accordance with Division 31 Section "Earth Moving".

3.14 DEWATERING

A. Complete dewatering in accordance with Division 31 Section "Earth Moving".

3.15 MAINTENANCE OF TRAFFIC

A. Complete maintenance and protection of traffic in accordance with Division 32 Section "Maintenance and Protection of Traffic".

END OF SECTION

SECTION 31 20 00
EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Earth, boulder and rock excavation
2. Preparation of subgrade, including excavation and backfill, for structures, and foundations.
3. Excavating and backfilling trenches for utilities and pits for buried utility structures.
4. Preparing subgrades, including excavation and backfill, for slabs-on-grade, walks, pavements, turf and grasses, and plants
5. Excavation and removal of unsuitable bearing material
6. Soils and backfill materials consolidation and compaction.
7. Grading outside building lines
8. Furnishing and placing earth and granular materials
9. Removing from site excess and/or unsuitable fill
10. Topsoil amendment as required.
11. Spreading of topsoil in all areas unless indicated to be otherwise treated.
12. Testing and samples as required.
13. Submittals as required.
14. Cleanup and restoration.
15. All other associated earthwork as necessary to perform the work under this Contract in conformance with the alignments, grades and detailed sections provided.

B. Related Sections:

1. Divisions 33 Sections for installing underground facility utilities and buried utility structures.

2. Division 31 Section **"Site Clearing"** or site grubbing and removal of above- and below-grade improvements and utilities.

3. Division 31 Section **"Erosion and Sediment Control"**

4. Division 32 Section **"Turf and Grasses"** for finish grading in turf and grass areas.

1.3 SPECIAL REQUIREMENTS

A. Upon excavation, the subgrade shall be inspected by a qualified and independent testing representative obtained by the Owner. Subgrade shall be approved by the Owner's representative before any new construction begins. Results of the tests must be reviewed and approved by the Architect/Engineer.

B. All excavation, fill or backfill placement, and utility construction shall be performed in the dry. The contractor shall be prepared to dewater as necessary. Subsurfaces shall be kept free of water, subjected to minimum amount of construction traffic, exposed no longer than necessary, and not permitted to freeze. Perched groundwater shall be anticipated. It is the Contractor's responsibility to maintain adequate water control.

C. Onsite soils, excluding deleterious organics and particles larger than 2-inches in greatest dimension may be used for foundation backfill, general fill, or trench backfill (not pipe envelope backfill) in grass areas only. Excess soils and fill materials shall be removed from the site.

D. Excavated granular materials meeting the requirements of Structural Fill may be reused as general fill in grass areas, or as embankment fill under roadways below the stone subbase layer, if kept clean and free of deleterious organic materials and oversized material (particles larger than 2-inches in greatest dimension) and the material is properly moisture conditioned. Excess granular materials shall be removed from the site.

E. Cobbles and boulders may be encountered. Removal shall be required at no additional cost.

F. On-site soils are considered slightly moisture sensitive and frost susceptible and can become unstable with typical earthwork and construction traffic especially when wet. Provide and maintain proper soils and subgrade protection and dewatering.

G. Remove any waste material, excess soil/fill, cobbles/boulders, or other debris that has accumulated as a result of the work of this section and dispose in conformance with applicable legal requirements and in a manner acceptable to the Owner's Designated Representative or Architect/Engineer.

1.4 DEFINITIONS

A. Backfill: Aggregate or earthen material or controlled low-strength material used to fill a trench excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.

2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Specified granular material layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site (or on-site if permitted) for use as fill or backfill.

D. Excavation: Removal of material encountered to subgrade elevations, lines, and dimensions required and the subsequent disposal of materials removed.

1. Additional Excavation: When excavation has reached required subgrade elevations, notify the Owner's Designated Representative, who will make an inspection of the conditions. If Architect/Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Architect/Engineer.

2. Unauthorized Excavation: Consists of removal of materials beyond required subgrade elevations or dimensions without specific direction of the Architect/Engineer or Owner's Designated Representative. Unauthorized excavation, as well as remedial work directed by the Architect/Engineer or Owner's Designated Representative, shall be at Contractor's expense. Fill of unauthorized excavations shall be as follows:

a. Under footings or foundation bases, fill of unauthorized excavations under footing or foundation bases shall be accomplished by extending lean concrete or well-graded crushed aggregate fill to bring elevations to proper position, when acceptable to Architect/Engineer.

b. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Owner's Designated Representative.

3. Unclassified Excavation: Unclassified excavation shall consist of the excavation and disposal of all materials or obstructions, of any description, encountered during construction, unless otherwise specified.

E. Fill: Aggregate and/or earthen soil materials used to raise existing grades.

F. Loam: Soil mixture consisting of the following proportions:

Sand	30 - 50%
Silt	30 - 50%
Clay	0 - 20%

G. Rock: Solid hard material located in ledges, bedded deposits and un-stratified masses, and all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock, which must be removed by blasting or pneumatic hammers. Rock does not include shale, slate, soft sandstone, hardpan, masonry or concrete rubble, boulders less than 2 cubic yards, such other rock material which is decomposed, stratified, weathered or shattered, or any material capable of being removed by a well maintained Caterpillar 225 power shovel, or equivalent.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, utility structures, pole bases, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and asphalt pavement, concrete pavement, hardscape or stabilized topsoil area.

J. Subgrade or Subgrade Surface: Uppermost undisturbed surface of an excavation or the top surface of a compacted fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Suitable Material: A material whose composition is satisfactory for use in embankment, backfill, or fill construction. Determinations of whether a specific material is suitable for a specific application shall be made by the Owner's Designated Representative or Architect/Engineer.

L. Topsoil: Refer to Division 31 Section "Site Clearing".

M. Unstable Material: (if encountered) Unstable material shall mean debris and all wet, soft, or loose material, which does not provide sufficient bearing capacity to satisfactorily support pipes, structures or other work placed thereon.

N. Unsuitable Material: Unsuitable material shall mean excavated material, which in the opinion of the Owner's Designated Representative or Architect/Engineer, does not meet specification requirements for backfilling, embankment, or filling purposes and includes unstable material.

1. Unsuitable material shall fall into two specific categories. The first shall be that material which would be unsuitable under any circumstances including unstable materials. This category includes materials containing humus, spongy material, roots, stumps, muck, peat, and any other objectionable material. This material shall be disposed of in an approved off-site spoil area.

2. The second category shall consist of material, which is unsatisfactory for backfill because of its moisture content at the time of excavation. This material shall be stockpiled in approved areas on the Project site. This stockpiled material, when satisfactory for backfill, as determined by the Architect/Engineer, shall be used in other areas lacking backfill.

3. Excavated materials, which become unsuitable as a direct result of the Contractor's work shall result in rejection of the unsuitable material by the Architect/Engineer.

4. The Owner's Designated Representative or Architect/Engineer shall be the sole judge of what constitutes unsuitable material and into which category it falls.

O. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

P. General Fill: Materials that contain only soil, sand, gravel, or rock, (no non-soil constituents) as defined in the All work in accordance with NYSDEC Part 360 Series for Solid Waste Management Facilities regulations with no evidence of historical impacts such as reported spill events, or visual or other indication (odor, etc.) of chemical or physical contamination.

1.5 SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.

2. Low-strength material, including design mixture.

3. Warning tapes.

B. Material Test Reports: Contractor shall submit test results for laboratory gradation, moisture content (Proctor Tests), and maximum density tests certified by an approved testing laboratory or other requirements on the various imported soil and granular items, from each approved material source, prior to their use on the project:

1. Classification according to ASTM D 2487.

2. Laboratory compaction curve according to ASTM D 1557.

C. Topsoil testing results. Topsoil amendment procedures, if testing confirms required.

D. Provide material certifications for imported materials.

E. Submit list indicating locations where various soil earthen and granular materials will be utilized.

F. List of compaction plans of proposed compaction equipment and description.

G. Copies of measurements and computed volumes of unsuitable material removed shall be submitted to the Architect/Engineer.

H. Details of proposed sheeting must be submitted by the Contractor to the Architect/Engineer for review and no sheeting must be installed until written acceptance from the Architect/Engineer. Sheeting design must be stamped by NYS licensed professional engineer.

I. Submit Qualification Data: For qualified independent testing agency.

J. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

K. Submit copies of 364 Waste transporter permit; Landfill and/or Recycling Facility Permit; testing requirements of Landfill and/or Recycling Facility to accept materials; and laboratory and analytical testing completed for determination of beneficial use.

L. Submit Part 360 Series Waste Tracking Documents

M. Provide signed manifests, weight tickets, receipts, bill of laden, and invoices for materials removed from site.

N. Recycling and Processing Facility Records: Provide Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include signed manifests, weight tickets, receipts, bill of laden, and invoices.

O. Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills licensed to accept them. Include signed manifests, weight tickets, receipts, bill of laden, and invoices

1.6 QUALITY ASSURANCE

A. All finished grades shall be as shown on the Drawings or as specified by the Architect/Engineer. Contractor shall verify that survey benchmark and intended elevations for the work are as indicated. Contractor shall verify existing site conditions.

B. Contractor's independent testing agency shall be approved by the Architect/Engineer.

C. Codes and standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction, and in accordance with the current Occupational Safety and Health Administration (OSHA) Standards of Excavation.

D. The Contractor shall have hauled in topsoil proposed for work in this Section tested at a reputable testing laboratory. The test results and report shall be submitted to the Architect/Engineer. The Contractor shall pay for the testing services.

1. The Contractor shall employ and pay a qualified independent testing laboratory acceptable to the Owner's Representative to perform the topsoil testing services.

2. Topsoil test shall consist of a qualitative analysis for nitrates, phosphorous, potassium, percentage of organic content, and acidity.

3. Hauled in topsoil shall also be tested for soluble salts.

4. The report shall indicate test results and the suitability of the topsoil for growing and maintaining plant materials and lawns.

5. The report shall include certification that the topsoil proposed for use has not been treated with plant growth or seed germination inhibitors within the period of the immediate or residual effective life of the inhibitors and shall identify the location of the hauled in topsoil source.

6. Topsoil amendment: If the testing indicates that topsoil conditions are outside of the specified range or lack the suitability for growing and maintaining plant materials, the

Contractor shall prepare a soil amendment procedure to adjust the topsoil conditions to meet the requirements.

7. If hauled in topsoil test indicates the presence of soluble salts, that topsoil will not be acceptable under any circumstances, with or without soil amendment.

E. Erosion control measures in accordance with Division 31 Section "Erosion and Sediment Control". Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.

F. When placing fill and backfill, all compaction and soil moisture requirements as delineated in this specification shall be followed. Lift thickness, and the compactive capabilities of the equipment used, shall be continually monitored by the Contractor to obtain the compaction efforts required.

G. Provide on-site at least one person who shall supervise the soil compaction operations, and who shall be thoroughly familiar with the various types of compaction equipment, proper compacting techniques and methods, and soils behavior, and who shall direct the compaction operations.

H. It is the responsibility of the Contractor to select, furnish and properly maintain equipment, which will compact the fill uniformly to the required density.

I. The Architect/Engineer will be the sole judge of the conformance of materials, workmanship, and compaction with the requirements of the Contract Documents.

J. Work referencing NYSDOT (New York State Department of Transportation) shall be in compliance with the New York State Department of Transportation Standard Specifications (NYSS) May 1, 2008 (and any subsequent revisions).

K. Special Inspections: Owner may engage a qualified special inspector to perform the Special Inspections as outlined in Divisions 1.

L. Complete all work in accordance with NYSDEC Part 360 Series for Solid Waste Management Facilities regulations. The contractor is responsible for all testing and sampling requirements for pre-determined beneficial use of fill materials.

M. It is the responsibility of the Contractor to determine current waste handling, transportation and disposal regulations for the work site and the waste disposal landfill. The contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and locally applicable regulations, and all other current legal requirements. The Contractor shall bear responsibility for managing, handling, stockpiling, and transporting the waste at each stage of operation and properly disposing off-site.

N. All laboratory and analytical testing shall be performed a laboratory currently certified by the New York State Department of Health's Environmental Laboratory Approval Program (ELAP).

1.7 COMPACTION TESTING AND REPORTS

A. Owner may engage and pay for a qualified and independent testing and inspecting agency to complete field compaction density testing for all soils and granular materials utilized in the

Work. All materials not meeting proper compaction requirements shall be removed and replaced. Costs to the Owner for additional testing of replacement materials shall be the responsibility of the Contractor.

B. Owner may engage and pay for a qualified and independent testing and inspecting agency to take samples and perform tests to determine optimum moisture content, and maximum density testing of various on-site soils to be utilized in the Work. Reports will be provided to the Contractor.

C. The Owner reserves the right to request testing of all Contractor imported materials to verify conformance with approved materials. All soils and granular materials not meeting the proper gradation requirements nor previously approved laboratory maximum density tests as submitted by the Contractor shall be removed. Costs to the Owner for testing of materials, which are found not in conformance with approved materials, shall be the responsibility of the Contractor.

D. Laboratory test reports:

1. As a minimum, the laboratory maximum density testing reports shall contain the following:

   a. Laboratory's name.

   b. Date, time, and specific location from which sample was taken and name of person who collected the sample.

   c. Moisture - Density Curve plotted on graph paper to as large a scale as is practical with all points used to derive the curve being clearly visible.

   d. Designation of the test method used.

   e. The optimum density and moisture content.

   f. A description of the sample.

   g. The date the test was performed and the person who performed the test.

   h. The project name, identification, and contractor's name.

   i. The signature of a responsible officer of the testing laboratory certifying to the information contained in the report.

1.8 PROJECT CONDITIONS

A. When work is in public rights-of-way, the Contractor shall make necessary arrangement for permits, as required, at no extra cost to the Owner.

B. The Contractor shall be required to ascertain the complete extent of all permits required governing dewatering operations, and shall be bound by their conditions and provisions.

C. Provide and maintain emergency ingress/egress to the site at all times. Provide and maintain pedestrian and vehicle access to active facility, including but not limited to designated doors, sidewalks, and parking areas.

D. If trench widths and depths are exceeded, concrete cradles or other special installation procedures may be required and shall be provided where directed by Architect/Engineer. All additional costs, including the cost of redesigns, shall be borne by Contractor.

E. Moisten or dry backfill materials to the proper moisture content as determined in accordance with ASTM D1557, Method C in order to obtain proper compaction.

F. Utilities shown on the Contract Drawings are for the convenience of the Contractor, exact locations are not guaranteed. The Contractor shall verify existing utilities with the proper authorities.

G. Notify Dig Safely New York (UFPO) prior to commencing any excavation. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection of utilities and services, which are not designated to be removed. Repair utilities damaged during site work operations at Contractor's expense.

H. The project site Owner is not a member of Dig Safely New York. The Contractor alone shall be responsible to locate all utilities and services outside the public rights-of-way. The Contractor shall complete test pits as needed to confirm underground utilities and services. The cost of all test pits shall be included in the price bid. Provide adequate means of protection of utilities and services, which are not designated to be removed. Repair utilities damaged during site work operations at Contractor's expense.

I. Minimize interference with adjoining roads, streets, walks, parking areas and other adjacent occupied or used facilities during earth moving operations. Refer to Division 32 Section "Maintenance and Protection of Traffic" for traffic maintenance information.

J. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Owner's Designated Representative.

K. Locate, protect, and maintain benchmarks, monuments, control points, and project engineering reference points. Reestablish disturbed or destroyed items at Contractor's expense.

L. The control of dust, noise, erosion, and sediment originating from construction operations is considered a critical responsibility of the Contractor. The Owner's Designated Representative will be the final judge of the adequacy of the Contractor's dust, noise, erosion, and sedimentation control. Work may be suspended by the Owner's Designated Representative until adequate dust, noise, erosion, and sedimentation control is attained. Surfaces (e.g. buildings, roadways, walkways etc.) where dust collects as a result of work in support of this project shall be cleaned by the Contractor at no additional cost to the Owner.

M. Protect structures, utilities, sidewalks, pavements, buildings, and other services or facilities on site and adjacent to the site from damage caused by earth moving operations or other

work in support of Contractor operations. Cost of repair and restoration of damaged items shall be at Contractor's expense.

N. Protect from harm the work of other contractors on site, existing facilities, as well as adjacent property. The Contractor shall be responsible for all damage or injury done to pipes, structures, utilities, pavement, buildings, property or person as a result of work performed to complete this contract. The Contractor at his own expense shall repair or replace such property or item to the satisfaction of the property owner, utility owner, public agency having jurisdiction, Architect/Engineer and Owner's Designated Representative.

O. When it is necessary to haul materials over public or private streets, roads, drives, parking areas, walkways or other pavements, provide suitable tight vehicles so as to prevent deposits on these pavements. If any material is dropped from the vehicles, clean up the same as often as directed and keep the crosswalks, streets, roads, drives, parking areas, walkways, and drainage ways (e.g. swales, ditches, gutters, catch basins, manholes, piping, etc.) clean and free from dirt, mud, stone, and other hauled materials. Include all costs in bid price.

P. Contractor shall be responsible for cleaning private and public; roads, parking areas or walkways, of any material carried onto these roads or pavements by trucks or other equipment completing work in support of this project. Associated costs shall be included in price bid.

Q. The following practices are prohibited within tree- and/or plant-protection zones:

1. Storage of or stockpiling of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
8. Do not direct vehicle or equipment exhaust towards protection zones.
9. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
10. Do not store materials potentially harmful to tree roots. Potentially harmful materials include, but are not limited to petroleum products, cement, lime, paints, detergents, acids and cleaning agents.

R. The Owner and Architect/Engineer do not guarantee that all required excavation can be executed by use of machinery. In some cases, it may be necessary to revise proposed alignments, which may preclude the use of machinery. In this event, the Contractor shall be

required to perform this work by any method at the same price(s) bid in the Proposal, with no additional compensation due to the inability to use machinery.

S. The existing ground elevations as shown on the Drawings are believed to be reasonably correct. The Contractor shall satisfy himself, however, by actual examination of the sites of the work, as to the existing elevations and the amount of work required under this section. No claim shall be made by the Contractor for additional compensation for conditions other than that shown.

T. Remove any waste material or other debris that has accumulated as a result of the work of this section and dispose in conformance with applicable legal requirements and in a manner acceptable to the Owner's Designated Representative or Architect/Engineer.

U. Soil reports and boring logs: Refer to Attached Geotechnical Report.

1.9 TRIAL EXCAVATIONS

Contractor shall construct test pit excavations to determine the locations of underground utilities or structures as shown on the plans, as needed to locate connection points, and/or as ordered by the Owner's Designated Representative or Architect/Engineer. Underground utilities and/or structures shall be located and tied off for future stake out. The test pit shall be properly backfilled and compacted. Surface restoration shall be performed as required and as ordered by the Owner's Designated Representative or Architect/Engineer. No additional payment will be made for additional test pits if required / necessary; include all costs for trial excavations in bid price.

1.10 STORAGE AND HANDLING

A. Stockpile earth spoil or excess earth material on the site and store excavated materials for reuse in a manner that does not hinder the progress of the work; cause any nuisance; or cause spillage or tracking of materials from the transporting vehicle onto public or private roadways, parking areas, sidewalks or pavements, or cause an inconvenience to adjacent property owners or tenants, general public, other contractors, or facility operations.

B. Do not obstruct roads, driveways, parking areas, sidewalks, or interfere drainage along curbs, gutters, ditches, or drainage channels with stored material.

C. Excavate and stockpile on-site topsoil suitable for final placement and grading shall be excavated and stockpiled on-site for future use in accordance with Division 31 Section "Site Clearing". Imported topsoil shall be stockpiled on-site in a separate location from on-site topsoil. Each stockpile shall be well-shaped and graded in order to shed water and to avoid contamination by other granular or earth materials temporarily stockpiled on-site. Provide erosion control (silt fence or equivalent) around stockpiles.

1.11 SCHEDULING

A. If required to complete the work properly, obtain grading releases from property owners near trenching or other grading operations at least ten (10) days before commencement of the work.

B. Do not commence site earth moving operations until temporary erosion- and sedimentation-control and tree- and plant-protection measures are in place.

C. Allow time to rework, screen and moisture condition on-site and/or imported soils for placement.

D. Do not open more than 200 feet of trench at one time, unless authorized by the Architect/Engineer. Not more than 100 feet of trench may be opened in advance of the completed pipe laying operations; and not more than one street or drive crossing may be obstructed by the same trench at any one time.

E. Schedule the work to allow ample time for laboratory tests and to permit the collecting of samples and the performing of field density tests during the backfilling and compaction operations.

F. Architect/Engineer or Owner's Designated Representative must approve all subgrades before pipes, structures, and facilities are installed or concrete is placed. Results of the tests must be reviewed and approved by the Architect/Engineer.

G. Do not backfill against concrete elements until bearing surfaces have reached design strength or are properly braced and backfilling operations are approved.

H. Do not compact in freezing weather or when materials to be compacted are frozen, too wet or moist, or too dry.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. **Common Earth:** (for use under non-paved areas located at least 5-feet outside building/structure limits only) - Sand, loam, gravel, or similar materials free from debris, frozen materials, organic materials, or other deleterious material, and containing some rock fragments, stones, and pebbles, not exceeding 4 inches in their largest dimension and meeting the following requirements:

1. Plasticity index of not more than 30 - ASTM D424.

2. Minimum laboratory dry weight at optimum moisture content of 110 pounds per cubic foot.

Provide imported Common Earth fill materials as required to complete the work. Contractor shall obtain rights and pay all cost for imported materials.

Proposed Common Earth fill (imported or site excavated) material shall be inspected, tested, and laboratory report issued prior to use in the work.

B. **Select Earth:** Sand, gravel, and similar material which shall be free from silt, clay, loam, organic material, roots, debris, waste, frozen material, or other deleterious materials, and shall only contain small amounts (less than 10 percent) of stone, pebbles, or lumps over one inch in greatest dimension, but none over 2 inches in greatest dimension.

Imported select earth materials shall meet requirements of the NYSDOT Standard Specifica-

tion Section 203-2.02C except that no material shall exceed 2-inches in their largest dimension.

C. **Imported Topsoil:**Provide imported topsoil as indicated on Division 32 Section "Turf and Grasses".

D. Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

E. Acceptance of all types of soil materials shall be based on the above requirements, and the Owner's Designated Representative or Architect/Engineer shall make final acceptance. Such acceptance or rejection of materials is binding upon the Contractor.

2.2 GRANULAR MATERIALS

A. **Crushed Stone:** Material shall be clean, sound, crushed stone of uniform quality. It shall be a 50-50 mixture of NYSDOT primary size designation #1 and #2 stone as per NYSDOT Standard Specifications, Section 703-02, Material Designation 703-0201. Mixture shall meet the following gradation requirements:

Sieve Size	Percent Passing by Weight
1-1/2 inch	100
1 inch	95-100
½ inch	45- 57.5
1/4 inch	0 - 7.5

B. **Subbase Material (Crusher Run):** Shall meet the requirements of NYSDOT Standard Specification Section 304-2, material designation 733.0402 – Subbase Course, Type 2.

C. **Select Granular Fill:** The material shall meet the requirements of NYSDOT Standard Specification Section 203-2.06, Material Designation 733.1101, for Select Granular Fill.

D. **Controlled Low Strength Material (CLSM/Flowable Fill):** CLSM shall have a 28 day unconfined compressive strength of 40 psi – 150 psi and conform to the requirements of Section 204-2.01 of the NYSDOT Standard Specifications with no fly ash allowed. Material shall conform to shall conform to NYSDOT Standard Specifications Table 733-01A, Table 733-01B and Table 733-01C.

E. Acceptance of all types of fill shall be based on the above requirements, and the Architect/Engineer shall make final acceptance. Such acceptance or rejection of materials is binding upon the Contractor.

GEOTEXTILES

F. **Woven Separation Fabric:** The geotextile fabric for pavement stabilization shall be Mirafi 500X as manufactured by Mirafi, US Fabrics US250, Carthage Mills FX-60, or approved equal. The geotextile fabric shall be woven fabric of only continuous chain polymeric filaments or yarns of polyester. The fabric shall be inert to commonly encountered chemicals, hydrocarbons, mildew, and rot resistant. The fabric shall be UV stabilized.
Acceptable

Fabric Properties – Mirafi 500x	Value	Test Method
Grab Tensile Strength, lbs	200	ASTM D4632
Elongation at Failure, %	15	ASTM D4632
Trapezoidal Tear Strength, lbs	75	ASTM D4533
CBR Puncture Strength, lbs	700	ASTM D6241
Apparent Opening Size (AOS)	40	US Std. Sieve
	0.43 mm	ASTM D4751
Permittivity, sec^{-1}	0.05	ASTM D4491
Flow Rate, $l/min/m^2$ (gal/min/sf)	204 (5.0)	ASTM D4491
UV Resistance after 500 hrs, % strength	70	ASTM D4355

G. **Drainage Separation Fabric (higher flow, permanent):**
1. GeoTex 601
2. Mirafi 160N
3. WINFAB 600N
4. Approved equivalent.

2.3 ACCESSORIES

A. **Detectable Warning Tape:** Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility in bold readable lettering, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30-inches deep; colored as follows: (Detectable warning tape shall be a minimum of 12-inches wide for utilities where Drawings indicate tape shall be buried greater than 30-inches.)

1. Red: Electric
2. Yellow: oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

2.4 COMPACTION

A. Utilize the proper compaction methods and equipment to suit the soils and conditions encountered. Mechanical, vibratory, pneumatic tampers or other method as approved by the Architect/Engineer shall be required.

B. Provide water in sufficient quantity as needed to assure compaction.

2.5 DEWATERING, DUST AND NOISE CONTROL

A. Provide all equipment and materials necessary to perform dewatering and dust control operations in a safe and satisfactory manner. Conform to the New York State Standards and Specifications for Erosion and Sediment Control, and Division 31 Section "Erosion and Sediment Control" for proper operations.

B. Standing water and/or saturated, unstable soil conditions will not be tolerated in areas to receive foundations, utilities, pavers, or asphalt or concrete pavements.

C. Provide noise suppression enclosures, if required and as determined by the Architect/Engineer. Enclosures, if required shall meet minimum requirements of 3/8-inch plywood enclosure lined with 2-inch rigid insulation.

2.6 CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)

A. Controlled density fill shall be lean concrete or approved equal, with a 28-day compressive strength between 50 and 300 psi. No fly ash shall be permitted.

B. The materials used in controlled density fill shall meet the requirements of the following NYSDOT Specifications Subsections:

Portland Cement, Type 1 or Type 2	701-01
Concrete Sand	703-07
Coarse Aggregate	703-02
Admixtures	711-08
Water	712-01

C. The mix proportions for controlled density fill shall be as follows:

Material	1 Cubic Yard Batch
Cement (lbs.)	225
Water (lbs.)	465
Sand % of Total Aggregate (Solid Volume)	85
Coarse Aggregate Gradation	CA1
Air Content	Minimum 4%
Water Reducing Admixtures, (Type A Normal)	15-20 z/l c.y.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain erosion and sedimentation controls during earth moving operations.

B. Before placing subsequent materials remove temporary protection installed to protect subgrades and foundation soils from freezing temperatures and frost.

C. Prior to start of work, the Contractor's surveyor shall verify that all boundaries of temporary and permanent easements and property lines are clearly marked in the field so that the work will not violate these boundaries.

D. The Contractor and his surveyor shall verify the locations and character of structures, underground lines, and subsurface conditions and verify that the described work will not adversely affect them.

E. The Contractor's Surveyor shall verify that grade stakes have been properly and accurately set.

F. The Contractor shall be responsible for providing all necessary fill materials.

G. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations

3.2 METHODS OF CONTROL FOR EXCAVATIONS AND GRADING

A. The Contractor shall employ at the site a licensed surveyor responsible for the proper layout of utilities, structures, and drainage. He shall maintain adequate stakeout control for inspection of the work and to accurately complete construction.

B. The alignment and depth of subgrades of all pipe trenches shall be determined by overhead grade lines or laser at Contractor's option, installed and maintained by his surveyor.

C. In the event that rock is encountered, the Contractor will take cross sections of the rock uncovered. No removal shall begin until adequate time has been given the Owner's Designated Representative or Architect/Engineer for inspection and to verify the measurement of rock material. *(No measurement or additional payment will be made for rock excavation for the associated structures and piping. Price shall be included in bid.)*

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EARTH MOVING, GENERAL

A. The work shall be performed by methods acceptable to the Owner's Designated Representative or Architect/Engineer.

B. Excavation shall include the satisfactory removal and disposal of all materials encountered, regardless of the nature of the materials, or the manner in which they were excavated, except materials classified as rock excavation.

C. Excavate to subgrade elevations. Do not excavate rock until it has been classified and cross sectioned.

D. All pipe lines or existing structures encountered during the excavation operation and designated to remain shall be properly supported/protected to prevent damage.

E. Erosion and sedimentation control measures meeting the requirements of Division 31 Section "Erosion and Sediment Control" shall be used around all earthen material stockpiles.

F. Provide and maintain adequate temporary crossovers for pedestrian and vehicular traffic, including temporary gravel drives, steel plates, guardrails, lamps, flags; remove same when necessity for such protection ceases. All traffic maintenance shall be done in a manner satisfactory to the Owner's Designated Representative or Architect/Engineer.

G. Provide and maintain suitable temporary crossings over open trenches where necessary to maintain access for other Contractors, the Architect/Engineer or general public (if applicable).

H. The Contractor shall have available a supply of steel plates with minimum dimensions of 4 feet x 8 feet x 1 inch, or thicker, as required by jurisdictional authorities and to maintain emergency access and egress to the site. The plates shall be used to bridge open trenches crossing roadways, or driveways as directed by the Architect/Engineer. When used, they shall be secured against the possibility of shifting or dropping into the excavation. During winter months, these plates shall not be left in the roadway or driveway overnight unless specifically required by the Architect/Engineer.

I. When excavating in or adjacent to the traveled portion of highways, driveways, or parking areas take whatever measures are necessary to protect the road/drive/parking surfaces from becoming undermined.

J. Protect trees indicated to remain in accordance with Division 31 Section "Site Clearing".

K. All traffic maintenance shall be done in a manner satisfactory to the Architect/Engineer.

3.5 SOIL STABILIZATION

A. Sloped sides of excavations shall comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling and/or filling.

B. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, etc. in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

C. Daily inspections of excavations shall be made by an authorized competent representative of the Contractor performing the excavation work.

3.6 DRAINAGE/DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

1. Surface and ground water shall be intercepted and removed before entering excavations. All necessary measures shall be taken. Earth dikes, ditches or other devices, if required, shall be constructed to prevent such flows.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations.

3. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

C. The Contractor shall at all times provide and maintain proper and satisfactory means and devices (i.e. ditches, temporary pipes, pumps, and/or other temporary construction) for the removal of all water entering the excavations. Water shall be removed as fast as it may collect, in such manner that shall not interfere with the execution of the work or in the proper placing of pipe, structures or other work.

D. The Contractor shall make his own determination as to required dewatering operations necessary to complete the work. Contractor shall have available at all times sufficient equipment, machinery, piping, and appurtenances for pumping water to keep excavations free from water during construction.

E. Where the presence of fine grained subsurface materials and high groundwater table may cause the upward flow of water into the excavation with a resulting quick or unstable condition, the Contractor shall install and operate a well point system to prevent the upward flow of water during construction.

F. All water removed from the trenches or excavations by pumping, bailing, siphoning, well-points, or other means shall be disposed of in such a manner so as to avoid damage to the work, work of other Contractors, surface and ground water, persons or property. Unless otherwise permitted by the Architect/Engineer, groundwater encountered within the limits of

excavation shall be depressed to an elevation not less than 12 inches below the bottom thereof before pipe laying, concreting or masonry is started, and shall be so maintained until concrete and joint material have attained adequate strength.

G. Do not discharge water from dewatering operations directly into any line or intermittent stream, channel, wetlands or surface water. The Contractor shall not discharge water from dewatering operations directly into the storm or sanitary sewer system without prior approval of the Architect/Engineer. If the quality of the trench water is not better than or equal to that of the receiving stream, the Contractor shall perform all work necessary to improve the quality of the removed water in accordance with all requirements of the agencies having jurisdiction. This work shall include, but not be limited to, filtration, settling, and screenings meeting the requirements of the New York State Standards and Specifications for Erosion and Sediment Control to reduce the amount of sediment contained in the water to allowable levels, as acceptable to the Architect/Engineer, prior to disposal.

H. All costs to ensure proper drainage, dewatering and discharge from dewatering operations shall be at the Contractor's expense.

I. The Contractor shall be responsible for repairing, at his own expense, any ruts, gullies, sloughage, slides, and cleaning or repairing any catch basins or storm drainage lines which display signs of silt build-up during the course of construction until the contract is complete.

J. Provide adequate protection from the effects of possible uplift due to storm or groundwater where buoyancy might lift installed work or cause joint or structure failure during construction.

K. Protect the interior of installed work from the entering and accumulation of liquids, ice, and snow. Immediately remove and dispose any accumulation, which may occur.

L. Adjust, repair, replace, or clean all work, surfaces, and property, which may have been damaged as a result of any dewatering operation.

3.7 EARTH FILL

A. Unless otherwise specified, shown on the Contract Drawings, or directed by the Owner's Designated Representative or Architect/Engineer, trench and utility backfill material and earth fill located 5 feet outside pavement, building or structure limits shall be Common Earth while, earth fill to subgrade (where earth fill is permitted) located under or within 5 feet of buildings, structures or pavements shall be Select Earth.

B. To the extent it is available, Common Earth and Select Earth fill material shall consist of approved on-site materials excavated and removed to accommodate new construction. On-site soils modifications including screening and soils conditioning to meet gradation and compaction requirements will be required. When there are insufficient approved suitable materials on-site, import additional material from off-site at no additional cost to the Owner. The Contractor shall obtain all permits necessary to furnish off-site borrow.

C. The excavated material to be used for trench or structure backfilling or earth fill shall be stored and properly protected by the Contractor so that it will remain suitable for the intended reuse. Excavated materials, which become unsuitable as a direct result of the

Contractor's work or lack of protections shall result in rejection of the unsuitable material by the Architect/Engineer.

D. No payment will be made for stockpiling, rehandling, transporting, removing, or disposing of any materials, which become contaminated or unsuitable and are subsequently rejected by the Architect/Engineer. No payment will be made for additional imported materials required to make up the deficiency in backfill or fill resulting from these rejected materials.

E. No extra payment shall be made for any excavating, stockpiling, rehandling, transporting, or disposing of any unsuitable material, the cost shall be included in the price bid. Any deficiency in backfill or fill shall be made up in spoil, if suitable and appropriate for application or by imported material acceptable to the Owner's Designated Representative or Architect/Engineer. No payment shall be made for making up any deficiency; the cost of such shall be included in the price bid.

3.8 SOIL CONDITIONING

A. Provide all wetting, drying, mixing and screening equipment and materials necessary to condition on-site soils to optimum moisture for compaction and required gradation.

B. Allow time to rework, screen and moisture condition on-site soils for placement.

C. If in the opinion of the Owner's Designated Representative or Architect/Engineer, the Contractor does not take reasonable care to protect and prepare suitable on-site soils for project use, the Contractor shall provide suitable imported materials at no additional cost to the Owner. Suitable imported materials shall include granular materials meeting NYSDOT Item 304.14 in areas under and within 5 feet of structures or buildings; granular materials meeting NYSDOT Item 304.12 in areas under and within 5 feet of pavements and utility structures; and, Select Earth in all other areas. Excess unsuitable materials replaced by imported materials shall be removed at no additional cost to the Owner.

D. Moisture Control: Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

1. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.

E. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to permit compaction to specified density.

F. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.9 MANNER OF EXECUTION

A. Materials for reuse on the project shall be stockpiled in an approved designated area adjacent to the work site. Suitable excavated material to be used for trench backfill or earthen fill shall be properly segregated by the Contractor to avoid mixture with topsoil or other unsuitable materials. Contamination of the excavated material as a direct result of the Contractor's work shall result in rejection of the contaminated material by the Owner's Designated Representative or Architect/Engineer.

B. The excavated material to be used for trench backfill or earthen fill shall be stored so that it will cause a minimum of inconvenience to public travel, active facility, adjacent owners or tenants and other contractors or subcontractors. Excavated material shall not be stored in the roadway, parking areas or sidewalks at any time.

C. Conduct operations in a manner, which will keep the work free of standing and flowing water and dispose the water so as not to damage or create a nuisance to the work, the public, surface, groundwater, and adjacent properties.

D. The accumulation of liquids, ice and snow in excavation, trenches, areas to be graded, and adjacent areas during construction is not permitted.

E. Keep graded surfaces well drained, but avoid erosion. Do not place earth or granular fill on wet grade, in water, or over frost, ice or snow. Excavations shall be maintained free of water.

F. Pipe trenching, building foundations, and structural undercuts: Under normal conditions, the excavation shall be vertical open cut from the ground surface. Tunneling beneath trees and certain surface structures may be required.

G. Bottom of excavations shall be finish graded by hand methods to receive bedding. The stone bedding shall be placed, compacted, and trimmed by hand to ensure the grade as necessary or as detailed.

H. Trench sheeting and bracing shall be placed as required to meet local, state and federal safety regulations.

I. The Architect/Engineer reserves the right to order sheathing and bracing left in place where removal may create damage or impair integrity of the work.

The right of the Architect/Engineer to order sheathing and bracing left in place shall not be construed as creating any obligation on his part to issue such orders. His failure to exercise his right to do so shall not relieve the Contractor of any liability for damages to persons or property occurring from or upon the work of constructing the sewer, water main, or appurtenances occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place in the trench sufficient sheathing and bracing to prevent the caving or moving of the ground, or disturbance of the completed work or any of the subsurface structures.

J. As required, the Contractor may add sufficient water during compaction to assure a complete consolidation of the material. This work shall be at no additional cost to the Owner. Where, in the opinion of the Owner's Designated Representative or Architect/Engineer, adequate consolidation is not being obtained, additional density tests may be ordered at the expense of the Contractor.

K. The Contractor shall make up any settlement of trenches or embankments with suitable material and stabilize at no additional cost to the Owner. This work shall be performed promptly and as directed by the Owner's Designated Representative

3.10 GRADING

A. General: Excavate, transport, place, compact and uniformly grade areas within the project limit (including excavated and filled sections and adjacent transition areas) to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3. The degree of finish shall be that is ordinarily obtainable from either a blade, grader or scraper operations.

4. Subgrade surfaces shall drain, be compacted, and well graded.

B. Temporary Ditches, Swales: Install temporary or permanent diversion ditches and/or temporary pumps and take other steps as may be required to effectively eliminate potential water damage in accordance with the Division 31 Section "Erosion and Sediment Control" or instructions received from the Architect/Engineer.

C. The Contractor is responsible to subtract from finished grades shown on the plans the depths indicated on the Contract Drawings to ensure that the proper subgrade elevations are established. Any questions regarding subgrade elevations shall be answered by the Architect/Engineer. The Architect/Engineer's decision shall mandate.

D. Site Rough Grading:

1. Unauthorized Excavation: Do not perform excavation work for any purposes other than those indicated on the Contract Drawings, unless so directed by the Architect/Engineer.

2. Slope grades to direct water away from buildings and to prevent ponding.

3. Finish subgrades to required elevations within the following tolerances:

a. Turf, Planted Areas or Unpaved Areas: Plus or minus 1 inch.

b. Walks: Plus or minus 1 inch.

c. Pavements and slabs: Plus or minus 1/2 inch.

E. Grading under and within 10 feet of Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

F. Slopes: All swales shall be finished to drain readily. Unless otherwise indicated on the Contract Drawings, the surface of the subgrade in areas to receive lawns shall have a

minimum slope of 2% unless otherwise agreed upon by the Architect/Engineer. All areas shall have positive drainage.

Round tops and bottoms of all slopes and drainage swales. Adjust slopes at intersections of cuts and fills and warp to flow into each other or into the natural ground surface without noticeable break. Establish earth at tops and bottoms of rock ledges in accordance with instructions received from the Architect/Engineers and in a manner that will prevent erosion.

G. Following stripping, compact the subgrade sufficiently to develop required compaction to a depth of at least 12 inches. Within building, pavement and retaining wall limits, no fill shall be placed until the subgrade has been proofrolled and approved by the Architect/Engineer. If subgrade ruts, waves or quakes during proofrolling, recompact or replace the unacceptable areas and proofroll again. Repeat process until satisfactory results are obtained as approved by the Architect/Engineer.

H. The Contractor shall dispose of excess excavated material in accordance with Part 3-Disposal.

3.11 EXCAVATIONS BELOW SUBGRADE

A. In case earth materials encountered at subgrades are unsuitable, the Contractor shall immediately notify the Architect/Engineer and shall excavate from the limiting subgrades shown or specified, to such new lines and grades, as will be ordered. Excavation below subgrade shall be done only upon express orders of the Owner's Designated Representative or Architect/Engineer.

B. At subgrade in pavement areas any loose, soft, wet, frozen, organic, or otherwise unsuitable material shall be removed.

C. Whenever excavations are carried beyond or below the lines and grade shown on the Plans, or as given or directed by the Owner's Designated Representative or Architect/Engineer, all such over-excavation shall be backfilled with special backfill such as: engineered fill; concrete or other materials as directed by the Owner's Designated Representative or Architect/Engineer.

1. Fill over-excavations under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Whether over-excavation was directed by the Owner's Designated Representative or Architect/Engineer or unauthorized, backfill shall be 2,500 psi concrete.

2. Fill authorized or unauthorized over-excavations below other construction, pipe, or conduit as directed by Owner's Designated Representative.

3. In pavement areas fill over-excavations with Engineered Fill.

D. Special backfill materials ordered by the Architect/Engineer as a result of unauthorized over-excavation by the Contractor without prior approval shall be provided by the Contractor at no additional cost to the Owner.

E. Payment for authorized over-excavation and subsequent backfill materials shall be on a unit price basis agreed between the Owner and the Contractor prior to the required work.

F. All material which slides, fails, or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's own expense and no extra compensation shall be paid the Contractor for any materials ordered for backfilling the void areas left by the slide, fall, or cave-in. It is the Contractor's responsibility to make all excavations safe for ongoing construction.

3.12 UNSTABLE SOILS REMOVAL METHODS (if required)

A. Methods of Removal: Prior to the start of excavation operations, divert water away from work area and create dry conditions. Through the use of dragline, clamshell, or other necessary equipment, excavate and legally dispose of all unacceptable material.

B. Precautionary Measures: Divert the run-off of mud and water during the course of removal of wet and unstable material to avoid adversely effecting adjacent construction or site improvement operations. Barricade, rope off, or otherwise protect workmen, active facility, and the public from open excavations, waterholes, and other hazards resulting from the work of this operation.

C. Damage: The Contractor shall correct any damage to structures, foundations, site improvement work or adjacent property resulting from the work of this operation.

D. Degree of Removal Required: Remove all unstable material to the point of sound stable earth or as directed by the Architect/Engineer.

3.13 ROCK EXCAVATION (if required)

A. Excavations into the bedrock will likely require very high capacity, ripper mounted excavating equipment, possibly in conjunction with use of pneumatic breakers to loosen the stronger, more competent bedrock. Ripping methods may likely be employed in the upper 1 to 2 feet, where the bedrock appears highly weathered, weak, fractured, and with multiple joint sets.

B. Degree of Removal required: Rock, if encountered shall be removed to depths as follows:

1. In Building Areas

    a. 2-foot outside of concrete work for which forms are required, except footings.

    b. 1-foot outside perimeter or concrete forms of footings.

    c. Outside dimensions of concrete work where no forms or exterior waterproofing treatments are required.

    d. Under slabs on grade: to subgrade or 8-inches below bottom of concrete slab whichever is greater.

2. Under Areas to Receive Pavement - To the surface of the respective subgrade for such areas. Boulders or isolated pockets of rock shall be removed to 12-inches below the pavement subgrade and the resultant excavation backfilled with pavement subbase-course material.

3. Under Lawn and Planted Areas - To 24-inches below finished grade. Boulders or protruding rock outcropping where in the manner determined by the Architect/Engineer may be

left undisturbed, provided a directive to this effect is transmitted to the Contractor.

4. In pipe trenches for pipes 18-inch diameter and smaller: 6-inches below bottom of pipe and 2-feet wider than outside diameter of pipe, one (1) foot each side of pipe, but not less than 3-foot minimum trench width.

5. In pipe trenches for pipes larger than 18-inch diameter refer to Contract Drawing details for additional rock removal requirements.

6. In all other cases to 6-inches below subgrade.

C. No blasting is allowed.

D. The Contractor is responsible for measurement of rock material in place. (Also refer to Part 3 – Methods of Control of Excavation and Grading.)

E. No additional payment will be made for rock removal.

3.14 EXCAVATION FOR STRUCTURES

A. Excavations for structures and facilities shall be of sufficient size to give suitable room for proper construction procedures and no larger, or as shown on the Contract Drawings.

B. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections. Provide clearance sufficient for formwork. Banks and sides shall be at angle of repose of recline or sheathed, sheeted, shored and braced as required for safety, and conforming to all applicable laws, rules, regulations and codes. Remove shoring prior to backfilling.

1. If unsuitable bearing soil is encountered at depth indicated on Contract Drawings for foundation, the Contractor shall notify the Architect/Engineer and shall not proceed further until direction is given.

2. Pile Foundations: Stop excavations 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

C. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand or air spade to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks or air spade to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots. Certified arborist to cleanly cut roots as close to excavation as possible.

2. Cut and protect roots according to requirements in Division 31 Section "Site Clearing", Part 3 -Tree and Plant Protection.

D. Ensure that movement of equipment in excavation does not cause working or pumping of underlying soil, which is not to be excavated. Should equipment cause the soil to work or pump, use other methods of excavation to maintain the design bearing capacity of the soil.

3.15 EXCAVATION FOR UTILITY TRENCHES

1. Trenches shall be excavated as shown on the Contract Drawings.

2. Before any trenching operation starts, the line of work shall be cleared and all existing underground pipe lines and structures located. Test pits shall be opened where necessary to properly establish the location.

3. When trenches crossing other pipe lines occur, machine excavation shall stop at least 2 feet away from the location of any pipe. The pipe line shall than be uncovered by manual excavation before proceeding with machine work.

4. Trenches shall be kept free of water by pumping or providing well points.

5. Trench sheeting and bracing shall be placed as required to meet local, state and federal safety regulations.

6. All pipe lines encountered during the trenching operation shall be properly supported to prevent damage.

B. Excavate trenches to indicated gradients, lines, depths, and elevations.

C. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches minimum each side of pipe or conduit or as otherwise indicated on the various utility trenching and bedding details on the Contract Drawings.

D. **Trench Bottoms**: (Where bedding course is required)

1. For pipes and conduits 18-inches or smaller in nominal diameter, excavate trenches minimum of 6-inches deeper, than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

2. For pipes 21- to 36-inches in nominal diameter excavate trenches minimum of 9-inches deeper, than bottom of pipe and conduit elevations to allow for bedding course.

3. Excavate trenches in rock or other unyielding bearing material to depths indicated above depending on pipe or conduit size to allow for bedding course. Refer to Part 3 – Rock Excavation.

E. **Trenches in Tree- and Plant-Protection Zones:**

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3. Cut and protect roots according to requirements in Division 31 Section "Site Clearing", Part 3-Tree and Plant Protection.

3.16 SUBGRADE INSPECTION

A. Notify Owner's Designated Representative when excavations have reached required subgrade.

B. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 20 tons to identify soft pockets and areas of excess yielding. Rollers or low ground pressure construction equipment shall not be used for proof-rolling. Do not proof-roll wet or saturated subgrades.

1. Proof-rolling shall be witnessed by the Architect/Engineer or his designated representative.

2. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.

3. Excavate any loose, wet, frozen, or soft spots; unsatisfactory soils; and areas of excessive pumping or rutting, as determined by Architect/Engineer and replace with compacted backfill or fill as directed. Refer to Part 3- Excavations Below Subgrade.

4. If subgrade ruts, waves or quakes during proof rolling, recompact or replace unacceptable area and proof roll again.

5. Repeat process until suitable results are obtained as approved by the Architect/Engineer or his designated representative

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect/Engineer and/or Owner's Designated Representative, without additional compensation.

3.17 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. All stockpiled materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be

kept neatly piled and trimmed, so as to cause as little inconvenience as possible to other Contractors on site, to adjoining property owners and to the active facility.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

B. Topsoil suitable for final grading shall be removed and stored on-site separately from other excavated material.

C. Place, grade and shape stockpiles for proper drainage. Provide proper erosion control measures around stockpiles.

3.18 BACKFILL

A. All excavations shall be backfilled to the original surface of the ground or to the lines and grades as shown on the Contract Drawings or as otherwise specified, or directed. Backfilling shall be done with suitable excavated materials as shown on the Contract Drawings or approved by the Architect/Engineer, and satisfactorily compacted.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

C. Place and compact backfill in excavations promptly, as work permits but not before completing the following:

1. Acceptance of construction below finish grade.

2. Inspection, testing, approval, and recording of locations and inverts for underground utilities has been performed and documented.

3. Removal of temporary shoring and bracing, and sheeting and backfilling of voids with satisfactory materials.

4. Removal of trash and debris from excavation.

5. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

D. Excavated material considered by the Owner's Designated Representative or Architect/Engineer to be unsuitable for backfilling shall not be used, and shall be disposed in accordance with Part 3- Disposal of Excess and Waste Materials.

3.19 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill and compact trenches excavated under footings and within 18- inches of bottom of footings with 1000 psi CLSM to elevation of bottom of footings plus 3 inches.

1. Backfill trenches with 1000 psi CLSM where trench excavations pass horizontally within 18-inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place CLSM to level of bottom of adjacent footing plus 3 inches.

D. Trenches where Concrete Encasement shown: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Division 03 Section "Cast-in-Place Concrete". Backfill voids with satisfactory soil/granular fill while removing shoring and bracing.

E. Place and compact initial backfill as shown on details.

1. For soil and granular initial backfill: Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill to final subgrade elevation.

G. Install warning tape/detectable warning tape at elevations as shown on the Contract Drawings. Where not shown on the Contract Drawings install warning tape, centered and 12 inches above utility.

H. All pipes shall be protected from lateral displacement and possible damage resulting from backfill operations through, impact or unbalanced loading, by maintaining the pipe adequately embedded as detailed on the Plans. Except where detailed or due to subsoil conditions that require the use of concrete cradle encasement, all pipe embedment shall be placed so as to insure adequate lateral and vertical stability of the installed pipe during pipe jointing and backfill operations. A sufficient amount of the specified pipe backfill material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted below, on each side, as well as above each pipe laid in accordance with the limits as shown on the Contract Drawings.

I. Pipe initial backfill shall be granular material or as indicated on the Contract Drawings. Pipe initial backfill materials placed any point below an elevation of 12 inches above the top of the pipe barrel shall be placed and compacted in layers not to exceed 6 inch lifts and shall be done simultaneously and uniformly on both sides of the pipe to the limits as shown on the Contract Drawings. All such materials shall be graded in the trench with hand tools in such a manner that they will be placed uniformly alongside the pipe. Each layer shall be thoroughly compacted to prevent settlement.

J. Trench final backfill when placed under pavements, utilities, and other structures shall be Engineered Fill, Subbase Material or as indicated on the Contract Drawings and shall extend from the top of pipe initial backfill material to the bottom of the subbase. These materials shall be compacted in layers not to exceed 6 inch lifts. Each layer shall be thoroughly compacted to prevent settlement.

K. Trench final backfill outside of pavements, utilities, buildings, and other structures shall consist of common earth backfill or as otherwise shown on the Contract Drawings and shall extend from the top of pipe initial backfill material to the bottom of the topsoil. These backfill

materials shall be compacted in layers not to exceed 12-inch lifts after compaction. Each layer shall be thoroughly compacted to prevent settlement.

L. Where trenches are constructed in, near, or across roadway ditches or other watercourses, the backfill shall be protected from surface erosion.

M. Trucks or other heavy equipment shall not be operated over pipelines until a minimum of 24 inches of backfill above the crown of the pipe has been placed and properly compacted.

N. Where pedestrian, bicycle or vehicle traffic is impacted; all trenches within paved areas shall be immediately restored to existing grade with temporary subbase material to allow traffic flow to continue until final restoration is complete.

O. Trench backfill for waterway crossings, if any, shall include 18 inches of medium stone fill rock lining meeting the requirements of this Section.

P. Do not backfill trenches until tests and inspections have been made and backfilling is authorized by the Architect/Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

3.20 EMBANKMENT CONSTRUCTION

A. Prior to the placement of materials in fill sections, remove all debris and other deleterious material and stabilize all existing surfaces.

B. Ground surfaces sloped steeper than 1 vertical on 4 horizontal shall be plowed, scarified, stepped, or broken up to permit bonding of the embankment with the existing surface.

C. Prior to placement of fill, the embankment foundation shall be thoroughly inspected by the Architect/Engineer. The embankment foundation shall be proof rolled by a roller or loaded ten wheeler (not less than 10-tons) to the satisfaction of the Architect/Engineer. Proofrolling shall be witnessed by the Architect/Engineer or his designated representative. Any loose, soft, wet, frozen, organic, or otherwise unsuitable material shall be removed and replaced with Engineered Fill. If embankment foundation ruts, waves or quakes during proof rolling, recompact or replace unacceptable area and proof roll again. Repeat process until suitable results are obtained as approved by the Architect/Engineer or his designated representative.

D. Uniformly place and spread fill in successive horizontal layers not more than 8-inches in compacted depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for materials compacted by hand operated tampers. Complete compaction to proper density and complete compaction testing prior to placing additional backfill material.

E. The embankment shall be constructed with suitable on-site materials if available and amended as needed to meet application. When on-site material supplies are exhausted, additional suitable imported material shall be used to complete the embankment. The Architect/Engineer shall be the sole judge of what constitutes suitable and unsuitable material.

3.21 PREPARATION OF PAVEMENT SUBGRADES

A. Shape the entire subgrade to the required line, grade, and cross slope. Remove any protruding stones larger in diameter than 5 inches and fill the resulting depressions with Subbase Material.

B. Proof-roll the subgrade in accordance with Part 3 Subgrade Inspection. Proofrolling shall be witnessed by the Architect/Engineer or his designated representative. Any loose, soft, wet, frozen, organic, or otherwise unsuitable material shall be removed and replaced with Engineered Fill. If subgrade surface ruts, waves or quakes during proof rolling, recompact or replace unacceptable area and proof roll again. Repeat process until suitable results are obtained as approved by the Architect/Engineer or his designated representative.

C. Roll the subgrade surface with a roller weighing not less than 10 tons and achieve the required compaction densities. If during construction, the Contractor allows the subgrade to become wet and rutted, Contractor shall re-shape, aerate, and recompact subgrade, as required. Compact the entire width of the area to receive pavement and shoulders. Where subgrade failures occur due to rolling, thoroughly roll and compact these areas until no further consolidation is apparent.

D. When pavements cannot be placed immediately after the preparation of the subgrade, the entire, subgrade area shall be restricted to construction traffic until subbase materials can be placed.

E. After rolling, the finished subgrade shall not vary from the established grade and cross slope by more than the tolerance indicated in Part 3-Grading.

F. Do not disturb the finished subgrade by traffic or other operations and protect and maintain in a satisfactory condition until the overlaying granular materials are placed.

G. Any deteriorated subgrade areas that occur during construction are to be removed and repaired by Contractor prior to placement of subbase at no additional cost to Owner.

3.22 STABILIZATION FABRIC

A. Place stabilization fabric over subgrade after the subgrade has been reviewed and limits for fabric established by the Architect/Engineer.

B. Provide a 24-inch overlap at fabric ends and an 18-inch overlap on sides. Pull fabric tight prior to placement of subbase materials leaving no waves in the fabric.

C. Subbase materials shall be placed on the fabric in such a manner the fabric remains in tension and no damage to the filter cloth from equipment or subbase materials occurs. All fabric placed shall be covered with fill the same day. Remove fabric, which becomes damaged prior to covering, over its full width and replaced with new fabric, overlapping as stated above.

D. Maintain a minimum of 8 inches loose thickness of aggregate above stabilization fabric subject to traffic.

3.23 SUBBASE COURSES UNDER PAVEMENTS AND WALKS

A. Notify the Architect/Engineer at least three days before any subbase material is scheduled to be placed.

B. Place subbase course on subgrades free of mud, frost, snow, or ice.

C. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Install separation or stabilization geotextile (where required) on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

2. Shape subbase course to required crown elevations and cross-slope grades.

3. Place subbase course 6 inches or less in compacted thickness in a single layer.

4. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Each course shall be compacted with a vibratory compactor capable of producing a minimum dynamic vibration force of 27,000 pounds.

6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness. Meet compaction requirements in accordance with this specification.

D. Compaction for driveways or roadways shall proceed in the longitudinal direction to traffic flow and be performed in accordance with NYSS Section 304. Compaction for parking areas shall commence on one side of an area and gradually proceed to the opposite side. When rolling has been completed in one direction, the rolling shall commence in a direction 90 degrees from the first rolling. Bus loops, if any shall be considered as a driveway and shall only be rolled longitudinally.

E. After completion of rolling, no traffic shall be permitted over the compacted course and no hauling other than necessary for bringing material for next course will be allowed. Each compacted course shall be tested with a straight edge 16 feet in length and any depressions greater than 1/4 inch in depth shall be re-graded until the depressions are corrected. The finished surface shall be smooth compact and dry.

F. All voids in the top subbase course shall be removed by re-grading and compacting to the satisfaction of the Architect/Engineer.

G. Thickness tests and compaction tests shall be conducted on the subbase courses. The Contractor shall hand dig holes, not less than 3" in diameter through the subbase, at locations designated by the Architect/Engineer. The Architect/Engineer shall measure the thickness and if any deficiencies are found, they shall be corrected. These tests may be conducted on an average of one test every 200 feet.

3.24 COMPACTION OF SOIL (EARTH & GRANULAR) BACKFILLS AND FILLS

A. Performance:

1. Compaction densities shown are percentages of the maximum density obtainable at optimum moisture content as determined by ASTM D1557, Method C.

2. Uniformly spread each layer. Moisten or dry each layer of material to achieve optimum moisture content. Unless otherwise specified or directed by Architect/Engineer, compact each layer of material to the following required densities:

Location	Percentage of Modified Proctor Test Density
Backfill at Structures	95%
Undercut Backfill	95%
General Fill adjacent to and outside of Buildings	93%
Structural Engineered Fill at Bldgs	95%
Embankments	95%
Pavement Areas (asphalt and concrete and brick)	95%
Impervious Barriers	95%
Trench Backfill Under Traffic Areas (Including sidewalks) Non-Traffic areas	 95% 90%
Other Landscaped Areas	90%

B. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

C. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

3.25 FIELD QUALITY CONTROL AND TESTING

A. Provide free access to Work and assistance and cooperation with appointed testing firm during testing. Coordinate operations to allow ample time for the required sampling and testing.

B. Soil density and optimum moisture content tests for each source of imported material shall be conducted by the Contractor's independent, Architect/Engineer approved laboratory and shall be re-tested upon each significant change of material. Costs shall be included in the price bid.

C. Samples from each source of material shall be made available to the Architect/Engineer for approval and testing purposes one week prior to its use.

D. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

E. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during soils and granular material placement. Field density and moisture testing shall conform to the requirements of ASTM D1556 (sand core) or D2922 and ASTM D3017 (nuclear density). Soils shall be described in accordance with ASTM D2488, Visual-Manual Procedure.

F. The following tests **will** be performed:

1. Perform a laboratory maximum density test for each type of **on-site** soil proposed for use or encountered in the work. Determine optimum moisture content in accordance with ASTM D1557, Method C.

G. The following tests **may** be performed:

1. Perform a laboratory maximum density test for each type of Contractor imported soil or granular material proposed for use to verify Contractor submitted information. Determine optimum moisture content in accordance with ASTM D1557, Method C.

H. Architect/Engineer will designate the time, date, and exact location of all field compaction density tests. Field density tests may be ordered by the Architect/Engineer at his discretion and at a minimum in accordance with the following average frequencies per lift:

1. General: One test for each type of fill and at each change in material or supplier.

2. Backfill for Foundations, Retaining Walls and Utility Trenches: At least one test for each layer of compacted fill and base material at intervals of approximately 50 feet along structure walls (foundation or retaining) and utility trench backfill on alternating lifts.

3. Embankments, Pavement Areas (asphalt, concrete, brick): At least one test on each 2,000 sq. ft. or less of mass fill placed under roadways, pavements (asphalt, stone or concrete) and sidewalks but not less than three tests for each partial lift.

4. Landscaped Areas: One test per 300 cubic yards of compacted fill or backfill but not less than two per lift.

I. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

J. Compacted soils not meeting compaction densities shall be re-excavated, re-compacted, and re-tested until all requirements are met. All costs of re-testing shall be borne by the Contractor.

K. Remove materials not meeting gradation requirements from the project site and replace with appropriate materials. All costs of re-testing shall be borne by the Contractor.

3.26 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Remove waste materials, including unacceptable/unsuitable excavated material, trash, and debris, and legally dispose off-site.

B. Remove excess excavated material and other materials not specified to be stored, or reused. Dispose off-site at a disposal site approved for the materials.

C. Burning or burial of excess or waste materials at the site is not permitted. Such materials shall be disposed of off-site in conformance with applicable local, state and federal legal requirements.

D. Excess excavated materials may temporarily be stockpiled on-site at a location approved by the Architect/Engineer or Owner's Designated Representative.

E. All costs related to stockpiling, re-handling, transporting, removing and disposal of excess (including suitable and unsuitable) and waste materials shall be paid by the Contractor. Costs shall be included in the price bid.

3.27 MAINTENANCE AND PROTECTION OF WORK

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Protect subgrades and foundation soils from freezing temperatures and frosts when atmospheric temperature is lower than 35 degrees F.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Owner's Designated Representative; reshape and recompact.

C. Settling: Where settling is measurable or observable at excavated areas during construction, remove finished surface (pavement, lawn, or other finish areas), add backfill material, compact, and replace/reconstruct surface treatment.

1. Restore appearance, quality, and condition of finished surface to match adjacent work, and eliminate evidence of restoration to greatest extent possible, at the Contractor's expense.

D. Any backfill or fill materials that settle and/or erode during the general project warranty period shall be repaired by the Contractor upon receipt of written notice from the Owner's Designated Representative, at no expense to the Owner.

1. Remove finished surface (pavement, lawn, or other finish areas), add backfill material, compact, and replace/reconstruct surface treatment.

2. Restore appearance, quality, and condition of finished surface to match adjacent work, and eliminate evidence of restoration to greatest extent possible, at the Contractor's expense.

E. Replace or repair any pipe, structure, or other work, which has been displaced or damaged during construction and general project warranty period at no expense to Owner.

END OF SECTION

SECTION 31 25 00
EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Work covered in this section includes the control of erosion, siltation, and sedimentation.

B. The Contractor must comply with the New York State Standards and Specifications for Erosion and Sediment Control.

C. This work consists of temporary and permanent control measures as shown on the plans or as ordered by the Architect/Engineer and/or Owner's Representative during the life of the contract to control soil erosion, siltation, sedimentation and prevent water pollution through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

D. Plans show the suggested minimum measures required. Areas of erosion and sedimentation control measures defined on the plans are not all-inclusive. The Contractor is responsible for using erosion and sedimentation control techniques in all areas of construction where disturbance to existing conditions is required.

E. All appropriate erosion and sediment control measures must be in place and functional a minimum of five (5) business days before commencement of construction of any segment of the project that requires such measures.

F. Complete installation and repair of erosion control measures as necessary.

G. Protect all storm and sanitary sewers, ditches, swales, etc and the Storm Water Treatment Facility from siltation and sedimentation resulting from work completed under this contract.

1.3 SUBMITTALS

A. Submit erosion and sediment control sequence schedule based on intended sequencing for review and approval by Architect/Engineer prior to start of construction.

B. Submit actual erosion control measures and excavation dewatering discharge plan based on Contractor intended sequencing for review and approval by Architect/Engineer prior to start of construction. This plan shall also define the maximum disturbed areas per project phase and show required cuts and fills. Refer to Part 3 - Schedule of Work for additional data to be submitted.

C. Provide record plans of the storm water management facility, and all storm piping. Include as a minimum: elevations of all rims and inverts; pipe and structure size and materials of construction; and, elevations and limits of stone at dry wells and infiltration trenches.

1.4 QUALITY ASSURANCE

A. Completed work in accordance with New York State Standards and Specifications for Erosion and Sediment Control.

B. Provide at least one person who will be present at all times during erosion control operations and who is thoroughly familiar with the types of materials being installed and the best methods for their installation and who will direct all work performed under this section.

C. Use reputable material manufacturers and vendors, qualified firms regularly engaged in producing the required types of materials.

D. Use construction methods/techniques, which will limit exposed earthen areas and minimize the effect of earth disturbance activities on soil erosion. No more than five (5) acres of soil may be disturbed at any one time without prior written approval from the NYSDEC.

E. Direct all sediment-laden water to an appropriate sediment control device prior to off-site discharge.

F. Maintain all erosion and sediment control measures in good working condition and in accordance with the Contract Documents. Inspect the erosion and sediment control measures, weekly and after each runoff event, to maintain their effectiveness.

1.5 AUTHORITY OF WORK

A. The Architect/Engineer and/or Owner's Designated Representative may limit the area of clearing and grubbing, excavation, borrow, embankment and/or utility operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent or temporary control measures current in accordance with the accepted schedule.

B. The Architect/Engineer and/or Owner's Designated Representative has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow, and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize damage to adjacent property and to minimize contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

C. In addition, other agencies having jurisdiction over waterway crossings or site erosion control, such as the Corps of Engineers and the NYSDEC, have the authority to make observations at the site to evaluate the construction practices with regard to the approved permits. Any deviation from the requirements of the approved permits will require the approval of the Architect/Engineer, as well as any agencies having jurisdiction.

1.6 PROJECT REQUIREMENTS

A. Utility Locator Service: Notify UDig NY at **811** for area where Project is located before site clearing.

B. Prior to performing any topsoil stripping or other earthwork activities on the site, mark out with surveyor's flagging the limits of all areas to be disturbed and install all required temporary erosion and sediment control measures.

1. Adhere to all erosion and sediment control policies of the agencies of government having jurisdiction.

C. Discrepancies: Prior to the start of any construction work, immediately report to the Owner's Representative any discrepancies found on the site between actual conditions and those indicated on the Contract Drawings, and confirm in writing. Where applicable, provide field information specific to the discrepancy in order to expedite resolution.

D. Take every reasonable precaution and do whatever is necessary to avoid any erosion and to prevent silting of rivers, streams, ponds, impoundments, drainage ditches, and swales.

E. Protect and maintain all areas disturbed by the work, such that erosion is adequately controlled and silt and sediments are not allowed to flow into or onto: any watercourse; adjacent properties; adjacent campus facilities; roadways, parking areas, walkways or other pavements; or, storm or sanitary sewers.

F. Work shall be scheduled to sequence work in such a manner so that the exposed, unprotected surface area of any earth material that is subject to erosion by wind or water will be kept at a minimum.

G. The exposure of uncompleted cut slopes, embankments, trench excavations, and site graded areas shall be kept as short as possible. Initiate seeding and other erosion control measures on each segment as soon as reasonably possible. Temporary and/or permanent stabilization measures shall be implemented within seven days in areas where soil disturbance activities have ceased.

H. Should it become necessary to suspend construction for any length of time, shape all excavated and graded areas in such a manner that runoff will be intercepted and diverted to points where minimal erosion will occur. Provide and maintain temporary erosion and sediment control measures, such as berms, dikes, slope drains, silt stops, and sedimentation basins, until permanent drainage facilities and erosion control features have been completed and are operative.

I. Fine material placed or exposed during the work shall be so handled and treated as to minimize the possibility of its reaching any surface waters. Use diversion channels, dikes, sediment traps, or any other effective control measures.

J. Provide silt stops wherever erosion control measures may not be totally capable of controlling erosion, such as in drainage channels and where slopes may exist.

K. Before water is allowed to flow in any ditch, swale, or channel, install the permanent erosion control measures in the waterway so that the waterway will be safe against erosion.

L. Contractor shall devote particular attention to all (existing and new) drainage facilities, keeping them fully operational at all times. Contractor shall at a minimum inspect and repair siltation controls. Provide inlet protection at existing and new drainage structures.

M. Take special precautions in the use of construction equipment to minimize erosion. Do not leave wheel tracks where erosion might begin. Prevent direct discharge from dewatering pumps and surface runoff from the construction sites to storm sewers, culverts, streams or ditches. Intercept and conduct surface runoff and discharge from dewatering pumps to siltation ponds before discharging to natural drainage channels.

N. Siltation deposits in storm sewers, surface waters, streams or wetlands resulting from the discharge of water from the project site shall be removed to restore profiles and conditions to that existing prior to the commencement of the work.

O. The Contractor shall keep access routes and parking areas used for the work clean of debris and other obstructions resulting from the work.

P. The Contractor shall keep traveled ways free of foreign objects such as spilled earth, rock, timber, and other items that may fall from transporting vehicles. Materials spilled by or dropped from the undercarriage of any carrying vehicle used in the Contractor's hauling operations along or across any public or private traveled way shall be removed immediately.

Q. Disturbance of lands and waters outside the limits of construction is prohibited, except as may be found necessary and approved by the Architect/Engineer.

R. The requirements of this section also apply to project-related construction activities away from the project site, such as at borrow pits, off-site storage areas, and haul and work roads.

S. Mulching shall follow the seeding operation by not more than 24 hours.

T. Should any protective measures employed indicate any deficiencies or erosion taking place, immediately provide additional materials or employ different techniques to correct the situation and to prevent subsequent erosion.

U. Continue erosion control measures until the permanent measures have been sufficiently established and are capable of controlling erosion on their own.

V. Comply with all federal, state, and local laws, ordinances, rules, and regulations.

PART 2 - PRODUCTS AND MATERIALS

2.1 GENERAL

A. Materials shall conform to the design plans or specifications outlined in the New York State Standards and Specifications for Erosion and Sediment Control.

B. All materials shall be subject to the approval of the Architect/Engineer and be reasonably clean and free of noxious weeds and deleterious materials.

C. Grass shall be a quick growing species suitable to the geographical area as specified in the Contract Documents.

D. Fertilizer and soil conditioners shall be standard commercial grade acceptable to the Architect/Engineer.

E. Trench plug materials shall consist of native soil installed within “sandbags.”

2.2 HAY AND STRAW MULCH

A. General: Hay and straw mulches shall be reasonably free from swamp grass, weeds, twigs, debris, and other deleterious material, and free from rot, mold, primary noxious weed seeds, and rough or woody materials. Mulches containing mature seed of species which would volunteer and be detrimental to the permanent seeding, or would result in overseeding, or would produce growth which is aesthetically unpleasing, is not permitted.

B. Hay Mulch: Properly aired native hay, Sudan grass hay, broomsedge hay, legume hay, or similar hay or grass mowings. When air-dried in the loose state, the contents of the representative bale shall lose not more than fifteen (15) percent of the resulting air-dry weight of the bale. Apply at the rate of 2 to 3 tons/acre, or at 1.5 tons/acre when a net or a mulch stabilizer is used with the mulch.

C. Straw Mulch: Threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Apply at the rate of 2 to 3 tons/acre or at 1.5 tons/acre when a net or a mulch stabilizer is used with the mulch.

D. Mulch Stabilizers: "Curasol" applied at the rate of 40 gallons/acre, Dow "Mulch Binder" applied at the rate of 45 gallons/acre, or asphalt binder, AASHTO M140, Type SS-1 or RS-1 as applicable, applied at the rate of 400 gallons/acre.

E. Temporary Type Mulch Nets: Paper yard, approximately 0.05" in diameter, woven in to a net with approximate openings of 7/8" by 1/2" and weighing about 0.20 lbs./sy.

F. Permanent Type Mulch Nets: “Vexar” or Erosion-Net" plastic or nylon mesh netting with approximate openings of 3/8” by ¾”.

2.3 MATTING/BLANKETS

A. Nomenclature: The various materials under this paragraph are sometimes referred to as "matting" and "blankets". These words are interchangeably used throughout this section, but the meanings shall be the same.

B. Jute Matting: Undyed and unbleached jute yarn woven into a uniform open, plain weave mesh, furnished in rolled strips conforming to the following physical requirements:

Width : 48", +/-1"
:78 warp ends per width of cloth
:41 weft ends per yard
Weight: 1.22-1.80 lbs./LY, +/-5%

C. Excelsior Matting: Uniform web of interlocking wood excelsior fibers with a backing of mulchnet fabric on one side only. The mulchnet shall be woven of either twisted paper chord or cotton cord. Excelsior matting shall be furnished in rolled strips and shall conform to the following physical requirements:

Width : 36", +/-1"
Weight: 0.80 lbs./SY, +/-5%

D. Erosion Control Mulching Blanket: "Futerra EnviroNet" by Profile Products LLC or approved equal.

E. Staples: No. 11 (or heavier) plain iron wire made from at least 12" lengths of wire bent to form "U" of 1" to 2" width. Use longer staples for loose soils or where otherwise required.

2.4 HYDROMULCHES (if required)

A. Hydromulches are not permitted where the slope of the ground surface exceeds 10 percent.

B. Wood fiber mulch with tackifier shall meet NYSDOT material designations 713-11 and 713-12. Materials shall be equal to "Genaqua 743" or "Terra Tack III". Apply wood fibers at the rate of 500 lbs./acre and tackifier at the rate of 40-45 gallons/acre and in accordance with manufacturers recommendations.

C. Paper mulch equal to "Spra-mulch" by Rumose Products Co., applied at the rate of 1,200 lbs./acre.

2.5 SEED AND SOD FOR EROSION CONTROL

A. Seed for temporary control: Blend - Mix Type 'A' Rate: 5 to 6 pounds per 1,000 SF

Common Names	Parts	Purity	Germination
Adelphi Kentucky Bluegrass	30%	90%	87%
Baron Kentucky Bluegrass	30%	90%	87%
Pennlawn Fescue	30%	90%	82%
Pleasure Perennial Ryegrass	10%	90%	90%

B. For permanent control: See Division 32 Section "Turf and Grasses"

2.6 TEMPORARY FILTER FABRIC

A. Non-woven, continuous-filament fibers of polypropylene with apparent opening size meeting ASTM D4751; Mirafi 140N as manufactured by TenCate Geosynthetics of Pendergrass, GA, Material shall have a needle-punched non-woven structure, appear on the current NYSDOT Approved List, Geosynthetics for Highway Construction, and be approved for drainage, separation and turbidity curtain applications.

2.7 SILT FENCES

A. Filter cloth shall be as manufactured by Mirafi 100X, Stabilenka T104N, Indian Valley 3611 Construction Grade or approved equal and shall meet the following requirements:

1. Silt Fence Fabric:

Fabric Properties	Minimum Acceptable Value	Test Method
Grab Tensile Strength (lbs)	90	ASTM D1682
Elongation at Failure (%)	50	ASTM D1682
Mullen Burst Strength (lbs)	190	ASTM D3786
Puncture Strength (lbs)	40	ASTM D3786
Slurry Flow Rate (gal/min/sf)	0.3	
Equivalent Opening Size	40-80	US Std. Sieve SW-02215
Ultraviolet Radiation Stability (%)	90	ASTM G-26

B. Other materials shall be as defined on the silt fence detail shown on the Contract Documents.

C. Pre-assembled silt fence, which is complete with U.V., stabilized filter fabric high-strength polypropylene netting and pre-attached hardwood stakes may also be used. The preassembled reinforced silt fence shall be Silt-LOK 36-100RX as manufactured by JDR Enterprises, Inc., Mirafi Envirofence, Belton Industries or approved equal.

2.8 INLET PROTECTION

A. Provide masonry or concrete block and clean granular materials, as shown on the contract details.

2.9 COMPOST FILTER SOCK

A. Filter sock must comply with New York State Standards and Specification for Erosion and Sediment Control.

B. The compost infill shall be well decomposed (matured at least 3 months), weed-free, organic matter. It shall be aerobically composted, possess no objectionable odors, and contain less than 1%, by dry weight, of manmade foreign matter.

C. Filter sock must be Biodegradable 5 mil HDPE (photodegradable is not acceptable).

D. Mesh opening: 3/8"

E. Tensile strength: 26 psi (min.)

F. Minimum functional longevity: 6 Months

G. Compost Standards

1. Organic Matter Content: 25% - 100% (dry weight)
2. Organic Portion: Fibrous and Elongated
3. pH: 6.0 – 8.0
4. Soluble salt concentration: 5.0 dS/m maximum
5. Particle Size:
   a. 1" screen – 100% passing
   b. 3/8" screen – 10% to 50% passing

2.10 DUST CONTROL

A. Non-Driving Areas

1. Vegetative cover see Division 32 section "TURF AND GRASSES"
2. Mulch
   a. Wood mulch, see Division 32 section "PLANTS"
   b. Gravel mulch, Clean 2" crushed stone, meeting NYSDOT 703-0201, #2 stone
3. Spray Adhesives
   a. Earthbind™ 100, manufactured by Enviroad or equal.

B. Driving Areas

1. Water
2. Polymer additives.
   a. Earthbind™, Stabilizer, manufactured by Enviroad or equal.
3. Barriers
   a. Woven geotextiles see Temporary stabilized construction area in this section.
   b. Stone see Temporary stabilized construction area in this section.

PART 3 - EXECUTION

3.1 GENERAL

A. In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State, or local agencies, the more restrictive laws, rules or regulations shall apply.

B. All appropriate erosion and sedimentation control measures including silt fences and temporary sediment traps shall be in place prior to the excavation of ground vegetation of any segment of the project that requires such measures. All measures shall be maintained throughout the period of construction until vegetation is established to the satisfaction of the Owner's Designated Representative.

C. Maintenance of said measures shall include periodic removal and disposal of sediment, inspection and repair of damaged facilities, and replacement of any materials required to facilitate revegetation of disturbed areas.

D. Any areas of temporary storage for spoil materials shall be protected by silt fences as directed by the Architect/Engineer and/or Owner's Designated Representative.

E. Temporary measures such as silt fences and sediment traps shall be removed at the end of construction when vegetation is established to the satisfaction of the Owner's Designated Representative. Removal of any erosion and sedimentation control measures shall not begin without approval of the Architect/Engineer.

3.2 HAY AND STRAW MULCHING

A. Install hay or straw mulch immediately after each area has been properly prepared. When permanent seed or seed for erosion control is sown prior to placing the mulch, place mulch on seeded areas within 24 hours after seeding. Architect/Engineer may authorize the blowing of chopped mulch provided that 95 percent of the mulch fibers will be 6" or more in length and that it can be applied in such a manner that there will be a minimum amount of matting that would retard the growth of plants. Hay mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch. Remove matted mulch or branches.

B. Where mild winds may blow the mulch, or when ground slopes exceed 15 percent, or when otherwise required to maintain the mulch firmly in place, apply a system of pegs and strings, a chemical stabilizer, or temporary type netting to the mulch. Unless otherwise directed, remove the strings and netting prior to the acceptance of the work.

C. Where high winds exist, or heavy rainstorms are likely, or where ground surfaces are steep, or where other conditions require, apply temporary type netting over the mulch and take whatever measures are necessary to maintain the mulch firmly in place.

D. Unless otherwise specified, the use of permanent type netting is not permitted without the prior approval of the Architect/Engineer.

3.3 MATTING/BLANKETS - GENERAL

A. The use of mulch with matting is not permitted, however, a 4" to 6" overlap of mulch over the edge of matting is permissible.

B. Prepare surfaces of ditches and slopes to conform to the grades, contours and cross sections shown on the Drawings and finish to a smooth and even condition with all debris, roots, stone, and lumps raked out and removed. Loosen the soil surface to permit bedding of the matting. Unless otherwise noted, seed prior to the placement of the matting.

C. Unroll matting parallel to the direction of flow of water and loosely drape, without folds or stretching, so that continuous ground contact is maintained.

D. The ditches and swales, and on slopes, each upslope and each downslope end of each piece of matting shall be placed in a 6" trench, stapled at 12" on center, backfilled, and tamped. Similarly, bury edges of matting along the edges of catch basins and other structures. Architect/Engineer may require that any other edge, exposed to more than normal flow of water, be buried in a similar fashion.

E. Tightly secure matting to the soil by staples driven approximately vertically into the ground, flush with the surface of the matting. In driving the staples, take care not to form depressions or bulges in the surface of the matting.

F. Decrease the specified spacing of staples when varying factors, such as the season of the year or the amount of water encountered or anticipated, requires additional anchoring.

G. Refer to the following paragraphs for additional requirements on the placement and stapling of matting.

3.4 JUTE MATTING

A. Where strips are laid parallel or meet, as in a tee, they shall be overlapped at least 4". Overlap ends at least 6" shingle fashion.

B. Space check slots, built at right angles to the direction of flow of water, so that one check slot or one end occurs within each 50 feet of length of slope. Construct check slots by placing a tight fold of matting at least six (6) inches vertically into the ground. Tamp the same as the upslope ends.

C. Press jute matting onto the ground with a light lawn roller or other satisfactory means.

D. On slopes flatter than 1:4, place staples not more than 3 feet apart in three rows, for each strip, with one row along each edge and one row alternately spaced down the center. On grades 1:4 or steeper, place staples in the same three rows, but spaced 2 feet. On lapping edges, double the number of staples, with the spacing halved. Ends of matting and all required check slots shall have staples placed every foot. Staple matting placed adjacent to boulders or other obstructions with no spaces between the staples.

E. Spread additional seed over jute matting, particularly those locations disturbed by the building

of slots.

3.5 EXCELSIOR MATTING

A. Where strips of excelsior matting are laid end to end, butt the adjoining ends.

B. When adjoining rolls of excelsior matting are laid parallel to one another, butt the matting snugly.

C. On slopes flatter than 1:4, place staples not more than 3 feet apart in three rows, for each strip, with one row along each edge and one row alternately spaced down the center. On grades 1:4 or steeper, place staples in the same three rows, but spaced 2 feet apart. Ends of matting shall have staples placed every foot. Matting placed adjacent to boulders or other obstructions shall be stapled with no spaces between the staples.

3.6 EROSION CONTROL MULCHING BLANKET

A. Where one roll ends and a second roll begins, the upslope piece shall be brought over the end of the downslope roll so that there is a 12-inch overlap, placed in a 4-inch deep trench, stapled at 12 inches on center, backfilled, and tamped.

B. On slopes where two or more widths of blanket are applied, the two edges shall be overlapped 4 inches and stapled at 12-inch intervals along the exposed edge of the lap joint.

C. Staple the body of the blanket in a grid pattern with staples 3 feet on center, each way.

3.7 SEED FOR EROSION CONTROL

A. Sow seed when soils are moderately dry and when wind does not exceed five miles per hour or as directed by the Architect/Engineer.

B. Areas, which will be re-graded or otherwise disturbed later during construction, may be ordered to be seeded with rye grass to obtain temporary control. The seed shall be sown at the rate of approximately one pound per 1,000 square feet, on the pure live seed basis.

3.8 SILT FENCES

A. Provide silt fences, as required, for the temporary control of erosion and to stop silt and sediment from reaching surface waters, adjacent properties, or entering catch basins, or damaging the work.

B. Erect silt fences and bury bottom edge in accordance with the manufacturer's recommended installation instructions. Provide a sufficient length of fence to accommodate runoff without causing any flooding and to adequately store any silt, sediment, and debris reaching it.

C. Maintain and leave silt fences in place until permanent erosion control measures have stopped all erosion and siltation.

D. Along sloped areas, place silt fences at spacing not to exceed slope length shown below.

Slope Steepness	Maximum Slope Length, Ft.
2H : 1V	25
3H : 1V	50
4H : 1V	75
5H : 1V or flatter	100

E. Place silt fence along property boundaries where the grade is such that runoff may occur to adjacent property owners.

3.9 TEMPORARY SEDIMENT TRAP

A. Sediment traps shall be maintained throughout the duration or until the drainage area has been properly stabilized as approved by the Architect/Engineer and/or Owner's Designated Representative.

B. Sediment shall be removed and trap restored to it original dimensions when sediment has accumulated to the 1/2 the design depth of the trap.

C. Removed sediment shall be properly disposed of and in a manner not to erode.

D. Inspect the sediment trap after each runoff event. Correct all damage immediately.

3.10 SCHEDULE OF WORK

A. Included with the proposed construction schedule, submit for acceptance, schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; installation of utilities, storm water management facilities, ramps and pavements; and, restoration. In addition, submit for acceptance at the same time, his proposed plan for disposal of surplus excavated materials. Do not begin work until the erosion control schedules and methods of operations have been accepted by the Architect/Engineer. If climactic changes occur during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Architect/Engineer.

B. Where conditions warrant, perform and schedule clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately thereafter as the project conditions permit; otherwise temporary erosion control measures may be required between successive construction stages.

3.11 COMPOST FILTER SOCK

A. Vehicular and construction traffic is not be permitted to cross filter socks.

B. Remove and dispose of accumulated sediment when it reaches half the above ground height of the sock.

C. Inspect socks weekly and after each runoff event. Replace damaged socks.

D. Replace biodegradable filter socks after 6 months.

E. Upon stabilization of the area contributory to the sock, remove stacks. Then cut the mesh material and spread the compost as an additional mulch to act as a soil supplement. If directed by the owners representative, complete remove and dispose of the sock off-site.

3.12 MAINTENANCE

A. If any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, or if any temporary erosion and sediment control measures are disturbed, repair them immediately.

B. If the seed is washed out before germination, repair any damage, refertilize, and reseed.

C. Maintain mulched and matted areas, silt stops, and other temporary control measures until the permanent control measures are established and no further erosion is likely.

D. Remove all sediment spilled, dropped, or washed onto the driveways, roadways, parking areas, walkways or public rights-of-way.

E. Maintain ditches and swales at all times so that they effectively drain. Refill, reshape, and re-compact where ruts or erosion occurs.

F. Maintain filter fabric placed at inlet grates. Clean and replace as necessary to protect the storm sewers from siltation and sediments.

G. Maintain areas temporarily seeded including repair of all damages, re-seeding, and re-fertilizing.

H. Flush and clean all storm sewers, structures and sumps. Capture and remove sediments prior to release into other downstream systems.

END OF SECTION

SECTION 31 50 00
EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Section 31 20 00 "Earth Moving" for excavating, backfilling, dewatering, and for controlling surface-water runoff and ponding.

1.3 PERFORMANCE REQUIREMENTS

A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads. Systems shall be designed to prevent movement of or settlement of and damage to permanent structures including adjacent buildings, structures, utilities, or other facilities during the various stages of construction.

1. Delegated Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer licensed by New York State, using performance requirements and design criteria indicated.

2. Prevent surface water from entering excavations by grading, dikes, or other means.

3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

5. Perform pre and post installation inspections of all nearby buildings, utilities and structures.

1.4 ACTION SUBMITTALS

A. Delegated-Design Submittal: For excavation support and protection system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed by New York State responsible for their preparation.

B. Product Data: For each type of product.

1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.

A. Shop Drawings: For excavation support and protection system, prepared by, or under the supervision of, and signed and sealed by a qualified professional engineer licensed by New York State.

1. Include plans, elevations, sections, and details.

2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.

3. Indicate type and location of waterproofing.

4. Dewatering methods and operation.

5. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

A. Existing Conditions: Using photographs, maps, plans, written descriptions, and surveyed foundation levels, fully document existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

B. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.6 PROJECT CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Architect and Owner no fewer than two days in advance of proposed interruption of utility.

2. Do not proceed with interruption of utility without Architect's and Owner's written permission.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.

1. Advance additional test borings and conduct other exploratory operations necessary for excavation support and protection according to the performance requirements.

2. The geotechnical report is referenced elsewhere in Project Manual.

C. Survey Work: Engage a qualified land surveyor to survey adjacent existing buildings, structures (for each parcel), and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. Submit survey work data to the Engineer / Owner prior to the start of earth moving, trenching, or excavation activities.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.2 SUPPORT SYSTEMS WITH BRACING

A. Requirements: Provide walers, struts, rakers, shores, and tie-backs as necessary to support excavation faces retained by posts, soldier piles, or walls.

B. Bracing: Locate bracing as indicated on approved Shop Drawings. If necessary to move brace, install new bracing before removing original brace.

1. Provide walers horizontally at location indicated on approved Shop Drawings and secure to braces. Wedge, drypack, and otherwise provide tight bearing between walers and wall with ample bearing areas to provide uniform transfer of loads.

2. Provide struts with intermediate bracing as needed to enable struts to carry the design load without distortion or buckling.

3. Provide diagonal bracing as needed for stability of the system.

4. Include web stiffeners, plates, angles, or bracing as needed to prevent rotation, crippling, or buckling of connections and points of bearing between structural members. Allow for eccentricities caused by field fabrication and assembly.

5. Maintain bracing until excavation and backfill work are complete.

3.3 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.4 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder unless indicated otherwise on Drawings.

2. Fill voids immediately with approved backfill compacted to density specified in Section 31 20 00 "Earth Moving."

3. Repair or replace, as approved by Architect/Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION

SECTION 32 01 05
MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This work consists of safely delineating and containing the project work area, maintaining traffic and access as required, including maintaining and protecting the public from damage to person and property within the limits of and for the duration of the contract.

B. Provide temporary fencing and gates for the work zones and staging areas.

C. Include the cost to provide, install, relocate, maintain, cover and remove all construction traffic control measures and devices including personnel necessary to regulate and protect traffic for the duration of the contract in the price bid. Include the costs to repair the existing pavements utilized as detour routes, in the price bid.

D. Include the costs to provide, install, relocate, maintain, and remove temporary fencing for the duration of the contract in the price bid.

1.3 QUALITY ASSURANCE

A. Work of this section shall be performed in accordance with the requirements of the New York State Department of Transportation (NYSDOT) Standard Specifications Section 619 and the NYSDOT Manual of Uniform Traffic Control Devices (MUTCD). All flaggers shall be certified in accordance with NYSDOT requirements.

B. Provide necessary traffic control measures and devices as required to meet the conditions and requirements of the Contract Documents and the requirements of any authorities having jurisdiction.

C. Way finding signs shall be completed by a single firm specializing in directory signage. Supplier shall work with the Owner to select actual text verbiage, style, size and color, as well as color and size of panel, and border and margin sizes.

D. Chain Link Fence Manufacturer: company specializing in commercial quality chain link fencing with five (5) years experience. Submit evidence of these projects in writing to the Owner's Designated Representative, including name and telephone number of person for each reference.

E. Chain Link Fence Installer's Qualification: Firms with a minimum of five (5) years experience installing similar fencing.

F. Layout Personnel: Layout of fence line shall be performed by qualified surveyors or representatives of the fence supplier.

G. All fence and gate materials and installation shall be furnished and installed by a single firm.

1.4 SUBMITTALS

A. Shop drawings for the material, hardware, and manner of installation shall be submitted for each sign.

B. Submit plan for proposed detouring and closure plans for approval.

C. Submit manufacturer's certification that signs conform to MUTCD as required.

D. Submit text layout and color options for way finding signs.

E. Submit product data in the form of manufacturer's technical data, and specifications for each fence system and each gate system including, fence and gate layout, grid, spacing of components, fence posts, gate posts, fabric, gates, hardware, fittings, anchorage and other accessories.

F. Submit shop drawings showing location of fence, gates, each post, and details of post installation, hardware, and accessories.

G. Submit manufacturer's installation instructions and procedures, including standard details of fence installation.

H. Submit warranty information for staging fence.

1.5 JOB CONDITIONS

A. Maintenance and protection of traffic over or around a roadway, drive, sidewalk, parking area, etc., during construction is considered as important as the construction itself. Therefore, at all times, conduct operations in a manner to insure the convenience of all travelers, facility operations and the abutting property owners and their safety.

B. The Architect/Engineer has the authority to suspend all work until all requirements are met.

C. Coordinate with the Architect/Engineer and Owner's Designated Representative to schedule lane closures, road and/or drive closures, sidewalk closures, parking space closures, detour route installations and any other vehicular traffic, pedestrian, and/or parking related impacts.

D. Provide and maintain, at all times, safe and adequate ingress and egress to active fire hydrants.

E. Provide and maintain temporary lighting facilities as necessary to insure safe, continuous, temporary pedestrian routes when activities affect an existing pedestrian route.

F. Maintain existing pavements in repair, which are utilized for project detours.

G. Store all material so they can be easily inspected and so they will not be damaged prior to installation.

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL MEASURES AND DEVICES

A. Provide, install, move and maintain construction signs, drums, delineators, flags, barricades and lighting for barricades as shown on the plans or as directed by the Architect/Engineer. All traffic control measures and devices shall conform to the requirements of the NYSDOT Standard Specifications Section 619 and the NYSDOT Manual of Uniform Traffic Control Devices.

B. All traffic control devices must be reflectorized and conform to the NYSDOT Manual of Uniform Traffic Control Devices.

C. Flaggers: Provide the necessary traffic control equipment and flaggers for adequate traffic control on the traveled way. Sign paddles, in lieu of flags, may be required by the Architect/Engineer. Flagger must be certified.

2.2 TEMPORARY FENCING

A. Post Driven Fence - Provide temporary galvanized steel, chain-link fabric fence around staging area. Height of fence as shown on the plans. As a minimum, fence shall include:

1. Line Posts: 2.38" O.D. steel pipe, spaced at 10' maximum on center. Posts shall have safety caps.

2. Corner, terminal and gate posts: 2.88" O.D. steel pipe.

3. Top rail: 1.63" O.D. steel pipe

4. Bottom rail, brace rail, and gate bracing: 1.66" O.D. plain end, sleeve coupled steel pipe.

5. Swing Gate frame: 2" O.D. steel pipe for fittings and truss rod fabrication.

6. Fabric: 2 inch diamond mesh steel wire, interwoven, 9 gauge, top and bottom knuckled salvage.

7. Caps: Cast steel or malleable iron, galvanized, sized to post dimension, set screw retained.

8. Fittings: Sleeves, bands, slips, rings, rail ends, tension bars, fasteners and fittings: steel, galvanized.

9. Swing Gate hardware: Minimum two 180-degree gate hinges per leaf and lockable hardware for padlock. Provide padlock and two sets of keys to Owner's Designated Representative for each gate.

B. Moveable Panelized Fence with portable bases – Provide 8 foot high (unless noted otherwise on the plans) temporary galvanized steel, chain-link fabric fence where shown on plans. As a minimum, fence shall include:

1. Framework including posts; top, bottom and horizontal/vertical mid rails: 1.38" O.D. steel pipe. All framework to be galvanized. Panel overall widths 10' maximum.

2. Fabric: 2 inch diamond mesh steel wire, interwoven, 11.5 gauge, top and bottom knuckled salvage.

3. Portable bases: 1.38" O.D. galvanized steel pipe with minimum 6-inch uprights. Minimum plan size 18"x24" for 6-H and minimum 18"x36" for 8-H fence. Bases shall be substantial enough to support the fence and gate systems in a stable, upright and plumb position.

4. Fittings: Sleeves, bands, slips, clamps, fasteners and fittings: steel, galvanized.

5. Sand bags: Minimum 2-50 pound bags at each base plate.

6. Swing Gate hardware: Minimum two 180-degree gate hinges per leaf and lockable hardware for padlock. Provide padlock and two sets of keys to Owner's Designated Representative for each gate.

2.3 PERMANENT TRAFFIC SIGNS

A. Signs shall be aluminum sign panels as defined in the MUTCD and in conformance with Section 730-01 of NYSS.

B. Size, number of signs, MUTCD/Order No., and mounting location shall be as shown on the Contract Drawings.

C. Provide breakaway galvanized steel posts as shown on the plans, except where decorative posts or light pole mounting is shown on the plans. Provide sufficient number of posts per sign panel.

D. Provide post heights as required to mount the number and size of sign(s) for each location.

E. Refer to separate part of this specification for decorative posts.

PART 3 - EXECUTION

3.1 MAINTAIN TRAFFIC - GENERAL

A. Maintain traffic on all adjacent public streets and drives at all times and install and maintain barricades, signs, flags, and lights as required by law, or directed by local officials, or by the Architect/Engineer or Owner's Designated Representative.

B. Minimize interference with adjoining roads, streets, walks, parking areas, and other adjacent occupied or used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without written permission from Owner's Designated Representative and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways as required by Owner's Designated Representative or authorities having jurisdiction.

3. Coordinate with the Owner's Designated Representative and Facility Owner to minimize disruption to the normal operation of the active facility.

4. Maintain ingress/egress for emergency vehicles at all times.

5. Flagmen, guards, barricades, lights, services, and other items needed for the protection of persons and property shall be furnished and maintained by the Contractor. Costs for these items shall be included in the prices bid for the Contract.

6. Contractor shall obtain written approval from the local highway superintendent and pay all fees for work required in the public right-of-way.

C. Relocation of Signs: Within the public right-of-way, private roads, parking areas or project limits; signs designated for relocation shall be removed and relocated in conformance with the requirements of NYSDOT Section 647, latest edition. Care shall be taken in removing sign panels to prevent damage. Any damage shall be repaired or replaced to the satisfaction of the Owner's Designated Representative, Architect/Engineer at the Contractor's expense. Existing signs shall be mounted on new posts or bollards at the location shown on the drawing, or as otherwise directed by the Owner's Designated Representative or Architect/Engineer. Mounting of signs shall be in conformance with NYSDOT Section 645-3.

3.2 IMPLEMENTATION OF TEMPORARY TRAFFIC CONTROL

A. The existing roadways, drives and parking lots shall be kept free of foreign objects such as spilled earth, rock, timber and other items that may fall from transporting vehicles both within and outside the project limits.

B. Whenever it becomes necessary to maintain traffic on one lane, or provide alternating one-way traffic, provide adequate traffic controls on the section of roadway on which vehicle operation is maintained. Employ a sufficient number of flaggers to control one lane traffic continuously. In the event the length of the one lane operation is extremely short and conditions are favorable for safe operation, the Architect/Engineer may, in writing, authorize the Contractor to dispense with flaggers. Provide a sufficient number of flaggers in areas where construction equipment is operating in potential conflict with public traffic, regardless of the volume of traffic or the sight distance. Wear orange caps or hats and vests, and direct traffic in conformance with the NYS MUTCD. Sign paddles, in lieu of flags, may be required by the Architect/Engineer.

C. Keep all signs clean and mounted at the required height on adequate supports and placed in proper position and alignment so as to give maximum visibility both night and day.

D. Move, remove, relocate or change immediately any signs that do not indicate actual conditions.

E. Drop-offs greater than 3-1/2 inches will not be allowed overnight. Provide temporary fill with 1 on 4 or flatter cross slope.

F. Backfill or steel plate all excavations overnight to protect motorists from the excavations.

G. Remove temporary equipment and facilities when no longer required, and restore area to original or specified conditions upon removal.

H. Haul Routes - The Contract shall consult with governing authorities and establish thoroughfares, which shall be used as haul routes and site access. The Contractor shall confine construction traffic to designated haul routes. The Contractor will be required to provide traffic control at critical points of haul routes to expedite traffic flow and minimize interference with normal public traffic. Where required by governing authorities, the Contractor shall prepare and submit traffic control plans for approval by both the Architect/Engineer and the governing authority prior to commencement of the work.

3.3 TEMPORARY FENCING

A. Install framework, fabric, accessories, and gates in accordance with ANSI/ASTM F567 and manufacture's recommendations.

B. Install, relocate, and maintain temporary fencing for the duration of the contract.

C. Fence and gates shall be kept plumb and good condition throughout the contract duration.

D. Remove temporary equipment and facilities when no longer required, and restore area to original or specified conditions upon removal.

3.4 TEMPORARY STAGING FENCING

A. Install fencing and gates complete as shown on the plans.

B. Install framework, fabric, accessories, and gates in accordance with ANSI/ASTM F567 and manufacture's recommendations.

C. Space line posts at intervals not exceeding 10'. Set or drive posts into ground a minimum of one-third the total height or as otherwise shown on the drawings without concrete footings. Where a post is located on existing pavement or concrete to remain, provide appropriate means of post support acceptable to Owner's Designated Representative.

D. Locate terminal posts at the beginning and end of each continuous length of fence, at abrupt changes in line or grade, and additionally at intervals not to exceed 500 feet, or closer as required by the fence manufacturer. Install posts in proper alignment.

E. Set all posts plumb.

F. Provide top rail through line post tops and splice with 7" long rail sleeves.

G. Brace each gate, terminal, and corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods.

1. Brace gate leaves 8' or longer in the center with a 1.66" O.D. vertical, and a 1.66" O.D. diagonal from the bottom at gate post to the upper intersection of the top rail and vertical brace. Install a second 1.66" O.D. diagonal from the intersection of the bottom rail and the vertical to the upper free corner. Weld all gate braces together and to the gate frame.

H. Stretch fabric between terminal posts or at intervals of 100' maximum, whichever is less.

I. Position bottom of fabric above finished grade as shown on the drawings.

J. Fasten fabric to top and bottom rail, line posts and braces with wire ties, maximum 18" on centers.

K. Attach fabric to terminal, corner, and gate posts with tension bars and tension bar clips.

L. Install swing gates with fabric to match fence.

M. Install gates in accordance with manufacturer's instructions, plumb, level, and secure for full opening without interference. Gates shall operate freely without binding or dragging and shall be easily operable by hand.

N. Adjust hardware for smooth operation and lubricate where necessary.

O. Confirm that latches and locks engage accurately and securely without forcing or binding. Provide padlocks and keys for each gate.

3.5 PERMANENT TRAFFIC SIGNS

A. Install signs as shown on the plans. Exact sign locations will be determined by the Architect/Engineer in the field.

B. Remove and relocate signs designated for relocation in conformance with the requirements of NYSDOT Section 647.

C. Carefully remove sign panels to prevent damage. Repair or replace any damage to the satisfaction of the Architect/Engineer at no expense to the owner.

D. Mount existing signs on new posts in conformance with NYSDOT Section 645-3.

END OF SECTION

SECTION 32 31 23
FENCE AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Split rail fences and gates.

1.2 SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.

B. Manufacturers or suppliers' installation instructions shall be provided along with product data.

C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).

D. Shop Drawings: Show application to project, including layout, post spacing, gate locations, and hardware details. Machine duplicated copies of Contract Drawings will not be accepted.

1.3 QUALITY CONTROL:

1. All fence and gate materials and installation shall be furnished and installed by a single firm.

2. Provide written certification that wood materials meet specified grade and preservative treatment requirements.

1.4 INSTALLER & MANUFACTURER'S QUALIFICATIONS

A. Fence installer to have a minimum of 10 years' experience installing fences of similar size and material.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver fence and gate components bundled to prevent warping and damage.

B. Store materials on level blocking, off the ground under weather resistant cover.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wood Components:
1. Species: Western Red Cedar, White Cedar, or Pressure-treated Pine suitable for ground contact.
2. Grade: No. 2 or better, free of loose knots and structural defects.
3. Treatment: If pressure treated, use waterborne preservative meeting APWA standards for ground contact applications.

B. Fence Style:
1. Split rail type, three-rail system as indicated on drawings.
2. Rough-split or machine-shaped to fit securely into post mortises.
3. Posts: Minimum 4x4 inches square post.
4. Rails: Length typically 10 foot 4 inches center to center (or as indicated on plans).
5. Bracing: Provide diagonal wood bracing or concealed galvanized steel bracing at corners, ends and gate posts to resist movement under expected loads.
6. Fence Hardware: Galvanized stainless steel brackets and fasteners design specifically to connect fence sections to fence posts. Nails and screws shall be corrosion-resistant and compatible with wood treatment.

C. Wire Mesh Backing:
1. Material: Galvanized stainless steel wire mesh
2. Wire: minimum 0.250 inch diameter, 1.563 lbs per square foot stainless steel
3. Mesh size: 2x4 inches rectangular opening
4. Attachment: Galvanized stainless steel staples, screws, or fencing clips designed for wood installation.
5. Height: Match top of upper rail; and terminate mesh at bottom of grade as shown on construction documents

2.2 GATE AND GATE HARDWARE

A. Gate:
1. Construct gates using solid wood boards 6' in length with matching wood species and treatment to as split rail fencing.
2. Gate frame shall include galvanized steel diagonal bracing to prevent sagging.
3. Finish to match adjacent fencing.
4. Provide tension rod with anti-sag gate kit.

B. Gate Hardware: Standard hinge hardware by gate manufacturer.
1. Heavy duty galvanized stainless steel hinges, latches and fasteners.
2. Gate latch shall be manually operated with provision for padlock.
3. 180 degree inward swinging.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that line of fence has been properly identified.

B. Verify that encroaching fences, structures, or other items of neighbors within the property line of this parcel have been removed by others prior to the start of the work of this Section. Notify Owner and Architect/Engineer in writing immediately if encroaching elements of neighbors have not been removed. Removal of neighbors' encroaching property is not included in the scope of work of the General Construction Contract.

C. Verify that proper grade has been established.

D. Verify location of underground utilities and structures, whether new, existing to remain, existing to be removed, or existing to be relocated or altered.

E. Begin fence construction only after adequate clearance on both sides of fence is available.

3.2 INSTALLATION

A. Install all fence post true and plumb.

B. Install the Work of this Section in accordance with the manufacturer's printed installation instructions, and as shown on the structural design shop drawings, and details shown on the Contract Drawing.

B. Gate Installation:

1. Install gates in accordance with manufacturer's instructions, plumb, level, and secure for full opening without interference.
2. Gates shall operate freely without binding or dragging and shall be easily operable by hand.
3. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.
4. Install gate keeper and plunger bar latch on gates; lock gates and turn over keys to Owner or fasten lock chain securely to gate.
5. Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
6. Lubricate hardware and other moving parts.

END OF SECTION

SECTION 32 92 00
TURF AND GRASSES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Restoration of lawn areas may be required as part of the work. This section describes the procedures for: Topsoil Spreading; Soil Preparation; Seeding; Mulches; Maintenance; and Warranty of lawns.

1.2 QUALITY ASSURANCE

A. Contractor shall retain for inspection the following items:

1. Receipts for all fertilizer, topsoil and grass seed.

2. Seed and fertilizer in unopened bags, bearing the analysis of the contents, and in sufficient quantities to meet the requirements of the project.

B. All work in conjunction with lawns and landscaping shall be performed under the direction of individuals experienced in the establishment of lawns and landscape plantings.

1.3 WARRANTY

A. Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until final acceptance. Reseed seeded areas, which fail to provide a uniform stand of grass, with specified materials until all affected areas are accepted by the Architect/Engineer.

PART 2 - PRODUCTS

2.1 FERTILIZER

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Commercial starter fertilizer (19-26-5) with fine particles, chemically homogeneous, having a minimum of 75% of total nitrogen (19%) derived from urea and methylene ureas and a minimum of 26% mono-ammonium phosphate.

a. Application rate: As necessary to provide 1lb. Nitrogen per 1,000 square feet of lawn area.

2. Commercial maintenance fertilizer (12-0-12) with fine particles, chemically homogenous, having a minimum of 75% total nitrogen in slow-release form.

   a. Application rate: As necessary to provide 1lb. Nitrogen per 1,000 square feet of lawn area.

2.2 LAWN SEED

A. Grade A quality, fresh and recleaned and proven to produce satisfactory growth in the locality of the project.

B. Seed Mix: Fresh, clean and from current seasons crop, delivered in original packages, unopened, bearing guaranteed analysis. Seed shall meet NYSDOT standards of germination and purity.

1. Composed of the following varieties, mixed to the specified proportions by weight, and tested to minimum percentages of purity and germination. Shall be free of: Poa Annua, bent grass, and noxious weed seed.
   Blend - Mix Type 'A' Rate: 5 to 6 pounds per 1,000 SF (Acceptable for all lawn applications).

   LAWN SEED MIX

Common Names	Parts	Purity	Germination
Common Kentucky Bluegrass	15%	85%	90%
Boreal Creeping Red Fescue	30%	97%	85%
Pennfine Perennial Ryegrass	55%	85%	80%

2.3 MULCH

A. Straw Mulch: Clean oat or wheat straw well seasoned before baling, free from mature seed bearing stalks or roots of prohibited or noxious weeds.

2.4 WATER

A. Free of substance harmful to plant growth. Hoses, pumps, sprinklers or other methods of transportation furnished by contractor.

2.5 TOPSOIL

A. General Topsoil

1. Approved topsoil, obtained from excavation and grading work or if insufficient material (either quantity and/or quality) is available, it shall be imported. All topsoil shall be depth as indicated under Spreading Topsoil of this specification.

2. Topsoil shall be natural, friable, fertile soil, characteristic of productive soil in the vicinity, reasonably free of stones, clay lumps, roots and other foreign matter.

3. Store topsoil separately from all other excavated materials on-site and preserve for reuse or replace with imported topsoil meeting the requirements of NYSDOT Section 713-01.

4. Stocked or furnished topsoil shall be tested by an approved soil testing laboratory for determination of correct lime fertilizer additives. Submit mechanical and chemical analysis of off-site topsoil to the Architect/Engineer for approval prior to delivery of topsoil to the site. If more than one source will be used, provide an analysis of each source.

2.6 SEEDING ACCESSORIES

A. Weed Killer: If necessary in the opinion of the Architect/Engineer, an application of broadleaf weed killer may be required prior to final acceptance. Ortho Weed-B-Gone or equal at a rate of 3 teaspoons/gallon of water or 3 cups (25 oz.) per 50 gallons of water shall be applied at least 48 hours before watering or anticipated rainfall.

B. Mulch Tackifier: Apply liquid tackifier uniformly at the rate of 60 gallons per acre, if needed, to keep straw mulch in place.

C. Ground Limestone: Shall be applied at a rate sufficient to adjust pH to between 6.0 and 7.0 as determined by the pH testing laboratory. (Laboratory costs paid by the Contractor.) Rate of lime application not to exceed 50 pounds per 1000 sf.

1. Calcic or dolomitic ground limestone.

2. Shall contain not less than 85% of total carbonates.

3. Magnesium oxide - 10% minimum content for dolomitic and high magnesium limes.

4. Sieve Analysis - at least 50% will pass through a No. 100 mesh sieve and 90% will pass through a No. 20 mesh sieve.

5. Coarser material may be used providing the rates of application are increased as approved by the Architect/Engineer.

D. Packaging: New, clean, sealed and properly labeled bags not exceeding 100 pounds each.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that all underground and above ground work has been completed to the point where topsoiling, fertilizing, seeding and mulching operations may properly commence without unnecessary disturbances at a later date.

3.2 SPREADING TOPSOIL

A. In areas to be seeded, provide topsoil to a minimum compacted thickness of 6-inches. In the event that insufficient topsoil is not available from stripping the area to be excavated, the Contractor shall import enough additional topsoil to make up the deficit at no additional cost to the Owner.

B. Loosen all ground surfaces to a minimum depth of 2" to facilitate bonding of the topsoil to the subgrade. Use discs, spike-toothed harrows or other approved means.

C. Clean surface of subgrade of all stones, sticks and rubbish larger than 2" in size and all litter and detrimental materials. Do not spread topsoil until the previously established subgrade has been approved by the Architect/Engineer. Spread topsoil evenly on the approved prepared subgrade and lightly compact.

D. Carry out spreading so that turfing operations can proceed with a minimum of soil preparation or tilling. Do not spread topsoil when the ground is frozen, excessively wet or otherwise in a condition detrimental to the work in conformance with all legal requirements and in a manner acceptable to the Architect/Engineer.

E. Finished Grades: Shall be understood to be final spot grades and contours indicated on the contract drawings. Where final spot grades or new contours are not indicated, finished grades shall be uniformly level or sloping between points for which elevations are given or contours are shown or shall be graded to the elevations which previously existed. However, final surface grades shall afford positive drainage of all areas at all times.

F. Tops and Bottoms of All Slopes: Round tops and bottoms of slopes and drainage swales. Adjust and warp slopes, at intersections of cuts and fills, to flow into each other or into the existing natural ground surface without noticeable break. Cuts and fills shall have a maximum slope of 3' horizontally to 1' vertically, unless otherwise shown on the contract drawings.

G. Fine Grading Lawn Areas: Bring the grade of areas to receive lawns to a uniform, level slope, as determined by the use of surveying instruments, by discing, harrowing and other methods approved by the Architect/Engineer.

H. When establishing finish grades, remove and dispose of all clods, hard lumps, stones and rocks, roots, litter and other foreign matter not passing through the teeth of a hand iron rake. Tractor drawn raking equipment that compacts lawn areas will not be allowed.

I. Dispose of all such materials off-site.

J. Remove all topsoil spilled on highways, shoulders, sidewalks, driveways and other surfaces for which topsoil is not specified or required.

K. Settlement: Maintain ground surfaces to the finish grades shown on the contract drawings, and deposit whatever additional topsoil that may be required to correct any settlement or erosion that occurs prior to the date of issuance of the Certificate of Final Acceptance. The surface upon which additional topsoil is to be deposited shall be raked or otherwise satisfactorily prepared to ensure a proper bond. Fill hollows that develop from settling, to the finished elevations, with approved topsoil. Finished lawn areas shall be left sufficiently high to meet all paved areas and catch basins after settlement.

3.3 PREPARATION OF TOPSOIL

A. If the following conditions exist at the time of sowing seed, placing fertilizer and lime, this paragraph may be omitted:

1. Topsoil has been spread and raked clean within the past 10 days and is shaped to the required grade.

2. Topsoil was spread more than 10 days ago but the top 3" is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter and shaped to the required grade.

B. If any of the above conditions do not exist, then prepare the topsoil in accordance with the following paragraphs.

C. Repair all eroded and damaged surfaces, cut or otherwise remove all weeds and grass and scarify or otherwise loosen topsoil to a depth of not less than 3 inches.

D. Break up large, stiff clods, and hard lumps, and rake off all stones and rocks larger than 1" in size, roots, litter, foreign matter, poisonous materials, and other materials which may be detrimental to the work. Dispose of all such materials off-site in conformance with all legal requirements and in a manner acceptable to the Architect/Engineer.

3.4 SEEDING LAWNS AREAS

A. Seeding Limits: All ground area within the indicated contract limit lines, or any additional area which has been disturbed in any way by the construction operations, shall be fine graded and planted with lawn seed mix unless otherwise indicated on the drawings to be covered with trees, shrubs, structure(s), walks, roads, or other surfaced areas.

B. Responsibility: The contractor shall utilize all such measures as may be necessary, including, but not limited to, protective fencing, sod, or erosion control netting to produce a finished continuous blanket of turf over all areas designated to receive lawns.

C. Liming (used when required to adjust pH of topsoil):

1. Apply separately at a rate sufficient to bring the pH of the topsoil between 6.0 and 7.0 as determined by the pH testing lab, prior to fertilizing, seeding and sodding. Lime may be applied dry by spreader or as an aqueous solution by spraying. Rate of lime application not to exceed 50 lbs per 1000 sf.

2. After application, work lime into the top 3" of topsoil and redress surface to a smooth finish.

D. Fertilizer (Dry)

1. Apply fertilizer to indicate lawn areas at a rate equal to 1.0 pound of actual nitrogen per 1,000 square feet (430 pounds of fertilizer per acre).

2. Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated into soil to a depth of 3", by discing or other approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.

3. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed, after fine grading and prior to seeding.

E. Seeding Operations (Lawns Only)

1. Dry Seeding

a. Seed immediately after preparation of bed. Spring seeding between April 1 (or thereafter when ground becomes workable) and June 1, and Fall seeding between August 15 and October 15, or at such other times acceptable to the Architect/Engineer.

b. Seed indicated areas, within contract limits and areas adjoining contract limits, disturbed as a result of construction operations.

c. Perform seeding operations when the soil is dry and when winds do not exceed 5 miles per hour velocity.

d. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.

e. Sow grass seed at rate recommended by seed vendor and approved by the Architect/Engineer. The total rate of seed application shall be based upon "new lawn" requirements and shall not be less than 5 pounds per 1,000 square feet.

f. After seeding, lightly rake or drag surface of soil to incorporate seed into top 1/8" of soil. Roll with light lawn roller.

F. Fertilizing and Seeding (Wet-Hydro Seeding)

1. Contractor may apply seed and fertilizer by spraying them in the form of an aqueous mixture. Water used shall be fresh water free from injurious chemicals and other toxic substances harmful to plant life.

2. Equipment shall be of a type made specifically for this purpose and capable of maintaining a uniform mixture, even when not spraying. Use a hydromulcher (sprayer).

3. Apply mixture(s) at the following rates. Mix in accordance with manufacturer's recommendations. Protect all paving, buildings, plantings and all nonseeded areas from over spraying of hydroseed mixture. Contractor shall clean up unwanted deposits at his expense.

   LAWN SEED

   a. Grass Seed: 175 pounds/acre.

   b. Fertilizer: 430 pounds/acre.

   c. Tackifier: 60 gallons/acre.

   d. Wood Cellulose Fiber Mulch: 2,000 pounds/acre.

4. Roll seeded surfaces if mulch is not used and only after soil has dried. Roll with light lawn roller.

5. A non-harmful color additive, which colors the hydroseed mixture green, shall be added to the mixture to allow visual metering of its application. The hydroseed mixture shall be sprayed upgrade and uniformly on the surface of the soil to form an absorbent cover, allowing percolation of water to the underlying soil.

G. Mulching of Lawn Areas (Lawns Only)

1. Place straw mulch on seeded areas within 24 hours after seeding.

2. Place straw mulch uniformly, in a continuous blanket, at the rate of 2-1/2 tons per acre or two 50 pound bales per 1,000 square feet of area. A mechanical blower may be used for straw mulch application, when acceptable to the Architect/Engineer.

3. Anchor straw mulch with liquid tackifier, applied uniformly at a rate of 60 gallons per acre.

4. Protect all paving, buildings, plantings and all nonseeded areas from liquid tackifier over-spray.

5. Provide straw bales checking in ditches or problem swales at intervals required to adequately slow water velocity and impede soil loss.

3.5 LAWN MAINTENANCE

A. Maintain seeded areas for a period of at least 60 days after completion and final acceptance of seeding operations.

B. Maintain seeded areas, including watering, spot weeding, mowing, applications of herbicides, fungicides, insecticides and reseeding until a full, uniform stand of grass free of weeds, undesirable grass species, disease and insects is achieved and accepted by the Architect/Engineer.

C. Water as necessary to maintain adequate surface soil moisture for proper seed germination until acceptance.

D. Repair, rework, and reseed all areas where seed fails to germinate or where seeded areas have been damaged by wash out, erosion, people, vehicular traffic, or other causes.

E. Apply fertilizer to lawns (only) approximately 30 days after seeding, at a rate equal to 0.3 pounds of actual nitrogen per 1,000 square feet (140 pounds/acre). Apply with mechanical rotary or drop type distributor. Thoroughly water into soil.

F. Maintain seeded banks, ditches, medians and fields. Regrade and reseed washed out or eroded areas as required, until a suitable cover is established.

3.6 FINAL ACCEPTANCE

A. Inspection to determine final acceptance of seeded lawns will be made by the Architect/Engineer upon contractor's request. Provide notification at least 10 working days before requested inspection date.

1. Seeded areas will be acceptable provided all requirements, including maintenance, have been completed and a healthy, uniform, close stand of the specified grass is established, free of weeds, undesirable grass species, disease and insects.

2. In areas requested to be inspected, no individual seeded areas shall have bare spots or unacceptable cover totaling more than 2% of the individual areas.

B. Upon final acceptance of the seeding operations and completion of the maintenance period, the Owner will assume lawn maintenance.

END OF SECTION

SECTION 33 05 13
PRECAST STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnishing and installing complete precast manholes and structures with frames, precast slabs, covers, steps, inverts, and testing at the locations shown on the plans or as directed by the Architect/Engineer as well as the abandonment of existing manholes.

1.2 SUBMITTALS

A. Submit manufacturer's data shop drawings for precast base, riser, and precast tops, steps, frames and cover, coatings, pipe connectors, etc.

B. Submit manufacturer's certification of compliance for precast concrete sections and castings.

C. Product Data: Prior to fabrication, submit the following to the engineer for approval:

1. Submit manufacturer's data and catalog cuts for concrete valve vault, hatch, ladder, pull-up handrail, piping, wall penetration enclosure, and all associated damp proofing.

2. Submit manufacturer's data and catalog cuts for valves and all associated appurtenances to complete the system.

3. Submit certifications from the manufacturers that equipment or materials provided meet the required specifications.

1.3 PRODUCT HANDLING

A. All material shall be delivered to the job site intact and in good condition.

B. In the event of damage, either in delivery or installation, all repairs and replacements shall be approved by the Architect/Engineer.

PART 2 - MATERIALS

2.1 PRECAST SECTIONS

A. Precast grade rings, riser bases, and risers shall be circular in cross section and precast tops shall be flat slab. The flat slab shall be reinforced to withstand AASHTO H20-44 concentrated wheel loading. An opening matching the casting frame inside base diameter shall be eccentrically located in the flat roof slab.

B. All precast sections shall conform to ASTM C-478 construction and minimum dimension criteria. Riser sections shall be of maximum practicable length to attain the specified grade elevation with the minimum number of joints and the shortest possible chimney. The minimum interior diameter shall be 48 inches.

C. Precast reinforced bases shall be integrally cast with wall riser conforming to ASTM C-478 with a minimum 4,000 psi concrete.

D. Openings in precast riser sections to receive pipes shall be accurately cast, both vertically and circumferentially. Where openings are incorrectly cast, the riser section shall be removed from the project site and replaced with a satisfactory base. Costs for replacements, whether attributed to improper manufacturing, field changes, or for any other reason shall be borne by the Contractor.

E. Provide adequate lifting anchors on each precast section. Lifting holes shall not be allowed.

F. Coat precast sections in accordance with contract plans. Install all coatings per manufacturer recommendations.

2.2 PRECAST STRUCTURE JOINTS

A. Joints shall be formed with male and female ends so that when assembled, a continuous and uniform manhole without appreciable irregularities in interior wall surfaces will be completed.

B. Butyl Rubber Sealant to conform with ASTM C-990.

1. Approved Manufactures: ConSeal SC 102 or approved equal.

C. Permissible variations are as follows:

1. Internal dimensions – not more than 1 percent

2. Wall thickness – not more that 5 percent or ± 3/16 inch, whichever is greater

3. Length of two opposite sides – not more than 5/8 inch

4. Length of section – not more than 1/2 inch in any one section

D. Seal all precast structure section joints with rubber gasket and flexible joint sealant as shown on the plans.

2.3 GRADE RINGS

A. Precast grade rings shall conform to ASTM C-478 construction and minimum dimension criteria. All concrete shall be made with Type II Portland Cement. Brick shall not be used for grade adjustments.

2.4 MORTAR

A. Mortar shall consist of one part Portland Cement to two parts sharp, clean masonry sand to which hydrated lime may be added in the proportion of 10 pounds for each bag of cement. Mortar materials shall conform to the following:

Portland Cement	ASTM C-150 Type I or II
Sand Aggregate	ASTM C-144
Hydrated Lime	ASTM C-207

2.5 HYDRAULIC CEMENT

A. Epoxy Mortar for Pipe-to-Manhole Seal: Speed Crete Red Line, by Euclid Chemical, or approved equal. .

2.6 PRECAST STRUCTURE COVERS, GRATES, AND FRAMES

A. All manhole frames, grates, and covers shall be iron castings conforming to ASTM A48, Class 30. They shall be true to pattern in form and dimensions, without unfilleted angles or corners; and shall be free from pouring faults, sponginess, cracks, blowholes, shrinkage, distortion and other defects. After casting and prior to shipping, smooth and clean all surfaces by sand blasting. Castings shall be factory coated with coal tar pitch varnish. Castings shall be thoroughly shop coated with two coats of Koppers Super Service Black or coal tar enamel or asphalt base bituminous material with a minimum dry thickness of 12 mils.

B. Frames and covers shall be accurately made and covers shall fit in any position without rocking. Horizontal and vertical fitting surfaces shall be milled to true and even surface to insure uniform bearing.

C. All frames, grates, and covers must conform to these specifications as to quality, strength, thickness of metal and finish. Covers shall be furnished with lettering on face where required and as shown on the contract drawings. All castings shall be designed to sustain AASHTO H20-44 wheel loading. The minimum thickness of metal at any point shall be 3/4 inch.

D. Fabricate all frames, grates, and covers so that covers and grates fit in any position without rocking. Mill horizontal fitting surfaces to a true and even surface to ensure uniform bearing. Units and portions of units shall be interchangeable.

2.6 FRAME AND COVER (SOLID)

Cover shall be solid, provide a non-penetrating pick hole for lifting, and have a non-skid surface. Cover shall have raised lettering of two inches or more in size (cast into the cover) with the following clearly printed: "STORM". The minimum clear opening of the frame shall be 24 inches. Frames and covers shall be manufactured by East Jordan Ironworks or Neenah Foundry Company or approved equal.

2.7 FRAME AND COVER (INLET)

Cover shall be a slotted grate with maximum openings of 1" wide x 4" long. The cover shall be H-20 loading compliant and have a minimum clear opening of frame of 24 inches. Cover

shall have raised lettering of two inces or more in size (case into the cover) with the following clearly printed: "STORM". Frames and covers shall be manufactured by East Jordan Ironworks or Neenah Foundry Company or approved equal.

2.8 SANITARY PIPE CONNECTIONS TO EXISTING STRUCTURES

E. Flexible connector consisting of a rubber gasket conforming to ASTM C-923, 11 gauge Series 304 stainless steel internal expansion sleeve, and stainless steel external compression take-up clamp. Kor-N-Seal or approved equal.

2.9 CONCRETE BENCH WALLS

A. Concrete for bench walls and inverts shall be NYSDOT Class A Concrete.

2.10 BITUMASTIC BLACK COATING

A. Manufacturer: Concrete Sealants, Inc or approved equal.

B. Material: ConSeal 55 or approved equal (unless otherwise noted on the drawings).

2.11 EPOXY COATING

A. Manufacturer: Sika USA or approved equal.

B. Material: Sikagard 62 or approved equal (unless otherwise noted on the drawings).

PART 3 - EXECUTION

3.1 GENERAL

A. It is the intent of this specification to secure soundly constructed, water tight manholes and structures constructed in accordance with the Contact Drawings.

B. Verify that excavation is in the proper location, that pipes have been installed at the correct elevations and that the subgrade has been properly prepared. Foundations shall not be placed upon frozen or muddy subgrade.

3.2 ORIENTATION OF COVERS, GRATES, AND RUNGS

A. General – The intent of this paragraph is to provide guidance in the selection of the location of the frame and cover. The location should provide for convenient ingress and egress, and minimizes adverse visual impacts. Unless otherwise specified, shown on the Drawings, or directed by the Architect/Engineer, orient the location of covers and steps by using the following criteria, with precedence given in the order presented.

B. Safety – Give primary concern to safety considerations for providing convenient access to structure interiors.

C. Covers and Pavements – To avoid future problems with snow removal or street cleaning, orient covers to lie completely outside of paved surfaces, including walks and roadways. If this cannot be accomplished, locate covers completely in pavement. Covers partially in pavement are not permitted without the prior approval of the Architect/Engineer. When covers occur in paved areas, locate entirely within a single traffic lane and as near to the edge of pavement as is possible, but no closer than 8 inches from the edge of pavement.

D. Ingress/Egress – Coupled with the above, convenient and safe access to within the structure must be evaluated. Coordinate cover location with pipe openings, structure benches and inverts, safety landings and the like. Make every effort to locate steps on a wall with no pipe penetrations and, where steps are not specified to be provided, consideration shall be given to the safest means of seating the feet of ladders which will be used for access to structure interiors.

E. Non-compliance – Non-compliance with the requirements of this section may result in Architect's/Engineer's disapproval of the entire structure. When requested, Architect/Engineer will assist in determining the optimum location of covers, grates, and rungs.

3.3 INSTALLATION OF PRECAST STRUCTURES

A. Cut existing sewer piping and remove existing manholes as necessary.

B. Precast Bases: Place stone bedding, level, and tamp firmly in place. When absolutely necessary, pea stone may be used for minor grade adjustments in the stone bedding, but the depth shall not exceed 3/4 inch. Carefully lower precast base in place, taking extra care not to shift the stone bedding, and align all openings with the pipes to be connected. Leveling of the base by tamping or pounding on the top of the precast product is prohibited. If base is not level, lift it out; readjust stone bedding, and reset base. Continue this procedure until base is level.

C. Precast Risers and Top Sections: Thoroughly clean all joints of precast sections and install jointing material. Carefully set precast sections in place, making sure that rubber gasket or jointing materials are not displaced and that a good seal is attained.

D. Filling Precast Section Joints: Fill interior and exterior horizontal joints with flexible joint sealer. Cover inside and outside of joints with two coats of Bitumastic Black Paint as approved by Engineer/Architect. Joints shall be sealed with a rubber o-ring gasket.

E. Inverts:

1. Inverts shall be constructed in all manholes.

2. Precast Openings: Flexible connector consisting of a rubber gasket conforming to ASTM C-923, 11 gauge Series 304 stainless steel internal expansion sleeve, and stainless steel external compression take-up clamp.

3. For bases with preformed openings, pipes entering or leaving the manhole shall be placed in preformed openings provided in the precast wall at the proper invert elevation and grouted into place with 100 percent epoxy non-shrink grout.

4. Inverts built upon precast bases shall be constructed of concrete brick, half sections of sewer pipe or be cast in place. Care shall be exercised in forming inverts to give proper slope and shape to each channel. Inverts shall be the depth of the pipe.

5. When PVC material is used, all brick, concrete, or other masonry material that interfaces with the PVC, shall adhere to the PVC with 100 percent epoxy non-shrink grout.

6. Bench walls shall be constructed of sewer brick (Grade SS) and bench filled with concrete. Bench walls shall be carried a minimum of one brick course above top of highest pipe entering the manhole. Slope the top surface of the benching towards the channel at a pitch of approximately ½-inch/foot.

7. After initial setting bare concrete or grout shall be waterproofed with coal tar coating.

F. Frames:

1. All frames shall be set firmly in a bed of mortar not less than ½-inch thick. Concrete fill shall be placed around the outside as shown on the details and kept 2 inches below the top of the frame.

2. Precast grade rings set in mortar shall be used to bring manhole frames to grade, maximum 8 inches height for grade ring.

3. The frame and cover shall be depressed below edge of pavement elevation as indicated on the contract drawings.

4. The Contractor shall be responsible for maintaining and keeping all precast structures clean and free of debris until completion of the Contract.

3.4 CONNECTION TO EXISTING MANHOLE(S) OR STRUCTURE(S)

A. Where noted on the Drawings or as directed by the Architect/Engineer, the Contractor shall make connection to existing manholes or structures. The use of excessive force or blunt instruments is prohibited in installing the pipe into the existing wall.

B. If a stub exists and matches the size of the new sewer, the Contractor shall connect to the stub. The stub to manhole connection should be checked and repaired if damaged or in poor shape. If stub does not match the size of the new sewer, the stub shall be removed and the new sewer shall be inserted into the manhole.

C. If no stub exists, neatly core drill a hole through the existing wall, taking care to achieve the minimum diameter hole required to install the pipe true to line and grade, as shown on the contract drawings or as directed by the Architect/Engineer, and in a manner which will not

effect the structural integrity of the existing concrete. The structure shall be maintained in good repair.

D. For sanitary manholes or structures only, provide an approved flexible and watertight connection at the wall. For other structures, after inserting the connecting pipe, fill the annular space with non-shrink grout.

E. In making the connection to existing manhole(s), it shall be the Contractor's responsibility to dewater the structure and provide bypass pumping as required in order to make the connection.

F. The manhole shall be visually inspected by the Architect/Engineer for tightness of fit at all new joints.

3.5 STRUCTURE CONNECTION TO EXISTING SEWER

A. Where noted on the contract drawings or as directed by the Architect/Engineer, the Contractor shall provide a new connection to the existing sewer system by constructing a new manhole over the existing main. The Contractor shall be responsible for locating the existing service. Any damage to the existing sewer as a result of this work shall be repaired by the Contractor immediately and at no additional cost to the Owner.

B. Details of this connection shall be as shown on the contract drawings. Temporary support for the existing sewer shall be provided until the bench is poured. A water tight seal around the barrel openings of the existing main shall be provided.

C. Provide necessary adapters and specials required to make the connections.

D. Do work at such times and in such a manner as to cause a minimum of interruption to existing services.

E. In making the connection to the existing sewer(s), it shall be the Contractor's responsibility to dewater the sewer(s) and provide bypass pumping as required in order to make the connection.

3.6 TESTING

A. Testing of sanitary valve vault shall be accomplished by vacuum testing.

B. When the sanitary sewer is tested and approved by the Architect/Engineer, the wet well and valve vault shall be tested. The inlet and outlet pipe for the structures shall be plugged with a plug that allows no leakage.

C. The test head shall be placed inside the 24-inch opening and the seal inflated in accordance with the manufacturer's recommendations.

D. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The structure shall pass the test if the time is greater than the following:

Diameter of Structure	Time (seconds)
48 inches	60
60 inches	75
72 inches	90

E. If the structure fails the initial test, necessary repairs shall be made. Retesting shall proceed until satisfactory results are obtained.

F. All structures and drop inlets shall be visually inspected for tight joints and neat workmanship. The flow lines in a structure shall be smooth and neat.

G. The structure shall be filled to the top of the rim with water. The allowable leakage shall not exceed 0.019 gallons/day/in manhole dia./vertical foot of structure depth. The structure shall pass the test if the measured leakage is less than the allowable leakage for a 4 hour test.

3.7 REJECTION AND REPAIR

A. Structure sections shall be subject to rejection on account of failure to conform to any of the specification requirements. In addition, individual sections of structure sections may be rejected because of any of the following:

1. Fractures or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.

2. Defects that indicate imperfect proportioning, mixing, and molding.

3. Surface defects indicating honeycombed or open texture.

4. Damaged or cracked ends, where such damage would prevent making a satisfactory joint.

5. Any continuous crack having a surface width of 0.01 inch (0.25 mm) or more and extending for a length of 12 inches (305 mm) or more, regardless of position in the section wall.

6. Improper waterproofing materials or mil thickness.

B. Structure sections may be repaired with prior approval of the Architect/Engineer, if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Architect/Engineer, the repairs are sound and properly finished and cured, and the repaired manhole sections conform to the requirements of this specification.

3.8 MARKING AND PAINTING

A. Name and trademark of the manufacturer, as well as structure number, shall be clearly marked on each structure section.

B. Marking shall be indented into the structure bases, risers, and top sections or shall be painted thereon with waterproof paint.

C. Immediately after installation is completed, the Contractor shall touch up all marks, scars, and imperfections found in the specified coating systems. Work shall be done in accordance with the coating manufacturer's recommendation.

END OF SECTION

SECTION 33 41 00
STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Extent of storm sewer system work includes, but is not limited to the following:
1. Furnish and install new storm sewer drainage and under drain piping, fittings, and accessories
2. Furnish and install new storm manholes
3. Complete connections to existing piping
4. Complete connections to existing storm catch basin
5. Furnish and install underground chamber system
6. Flush existing and new storm pipes, capture and removing debris

B. Contractor shall be responsible to maintain flow through existing storm sewer systems by whatever means necessary, including pumping, temporary piping etc. Contractor shall coordinate with the Architect/Engineer for approval of proposed methods.

C. Related Sections:
1. Division 31 Section **"Earth Moving"**
2. Division 31 Section **"Erosion and Sediment Control"**
3. Division 33 Section **"Precast Structures"**

1.3 QUALITY ASSURANCE

A. All precast concrete sections and structures, and all castings shall each be the product of a single manufacturer who can furnish evidence of satisfactory experience in the product of high quality products of the type indicated and specified.

B. Pipe and pipe fittings shall be produced in a plant of recognized reputation that is regularly engaged in the production of pipe conforming to the specified standards. Pipe and pipe fittings of the same type shall be the product of a single manufacturer.

C. All pipe and pipe fittings, structures, and castings shall be of good quality and free from defects which would make it unfit for the use intended.

D. Contractor shall be responsible for furnishing all labor, materials, surveying instruments and tools necessary to establish and maintain all lines and grades.

1.4 SUBMITTALS

A. Submit Material Safety Data Sheet (MSDS) for nonshrink grout.

B. Submit manufacturer's data and shop drawings for precast structures, frames and covers, coatings, pipe connectors, backwater check valves, etc.

C. Manufacturer's literature and catalog cuts including technical, material specifications, dimensions, tolerances, and installation information for all underdrain products, pipe and pipe fittings, and geotextile fabrics.

D. Shop drawings, catalog cuts, and manufacturer's literature for all pipe and pipe fittings, to include coatings and linings, material specifications, dimensions, tolerances, and all related data shall be submitted.

E. Manufacturer's certification that pipe supplied meets the required specifications shall be submitted.

F. Pipe manufacturers shall furnish Certificates of Compliance on pipe, with each load of pipe supplied. Immediately turn certificates over the Architect/Engineer. Materials delivered to the site without accompanying certificates will be subject to rejection.

G. Submit record drawings indicating actual location of pipe runs, connections, wyes, stubs, structures and associated invert elevations. Record actual vertical separations at all exposed utility crossings. Record invert elevations at all utility crossings.

H. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

I. Submit for review layout of proposed underground detention basin as provided by the manufacturer, including system inverts, elevations, lengths, widths, connection details, total storage volume, water quality volume and the water quality volume storage elevation, in compliance with the contract drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Each length of pipe delivered to the site shall be clearly marked at the factory with the name of the manufacturer, class of pipe, pipe diameter and all else as required by the codes, standards, and specifications referred to under this section. Omission of this information will be cause for rejection of pipe.

B. Store all materials in accordance with manufacturer's approved instructions. Store all materials so they can be easily inspected and so they will not be damaged prior to installation.

C. Carefully handle all pipes and fittings when loading and unloading to avoid damage to pipe, coatings, or linings. Pipe or fittings with damaged coatings or linings shall be repaired or replaced by the Contractor at his expense and to the satisfaction of the Architect/Engineer. Lift pipes and fittings by hoists or lower on skid ways in a manner to avoid shock. Lower pipe into

trench with derricks, rope, or suitable equipment for the safety and protection of workmen, materials, equipment, property, and the work.

D. Do not dump or drop pipe and fittings. Those that are dumped or dropped are subject to rejection by Architect/Engineer.

E. Carefully handle precast sections and all castings when loading and unloading to avoid damage. In the event of damage, either in delivery or installation, the damaged section shall be immediately removed form the project site and replaced at no additional cost to the Owner.

1.6 ABBREVIATIONS

CIP	Cast Iron Pipe
CMP	Corrugated Metal Pipe
CPP	Corrugated Polyethylene Pipe
DIP	Ductile Iron Pipe
PVC	Polyvinyl Chloride Pipe
PCPP	Perforated Corrugated Polyethylene Drain Pipe
RCP	Reinforced Concrete Pipe
SICPP	Smooth Interior Corrugated Polyethylene Pipe
VTP	Vitrified Tile Pipe (clay)

1.7 MATERIAL TESTS

A. Various tests and checks shall be performed, as specified herein, to determine compliance with the specifications and drawings. The Contractor is advised that failure of a test is suitable grounds for the Architect/Engineer to order that portion of the work removed and reconstructed, if necessary, to meet the requirements of the Contract Documents.

1.8 JOB CONDITIONS

A. The drawings indicate the required structure and pipe sizes, and locations of all structures, piping and appurtenances. Verify all locations and immediately notify Architect/Engineer of any discrepancies or conflicts.

B. Verify that survey benchmark and intended elevations for the work are as indicated and verify existing site conditions.

C. Utilities shown on the Contract Drawings are for the convenience of the Contractor, exact locations are not guaranteed. The Contractor shall verify existing utilities with the proper authorities.

D. The Contractor shall take precautions to protect from harm the work of other contractors on site, existing facilities, as well as adjacent property. The Contractor shall be responsible for all damage or injury done to pipes, structures, utilities, pavement, buildings, property or person as a result of work to complete this contract. The Contractor at his own expense shall repair or replace such property or item to the satisfaction of the property owner, utility owner, public agency having jurisdiction, Architect/Engineer and Owner's Designated Representative.

1.9 PROTECTION OF WATER AND GAS LINES FROM STORM SEWER

A. Refer to water main notes provided on the Contract Plans.

PART 2 – PRODUCTS AND MATERIAL

2.1 GENERAL

A. Caps and Plugs – Water tight, of similar manufacturer and producing the same joint conditions as the pipe on which the cap or plug is placed.

B. Bedding and Backfill Materials: Shall be as detailed on the Contract Drawings and as specified in Division 31 Section "Earth Moving".

C. Pipe Adapters – Join pipes of different materials with adapters specifically manufactured for that purpose and as approved by the Architect/Engineer. Where dissimilar materials join, such that galvanic action may produce corrosion, provide dielectric couplings to preclude damage to the materials.

D. Concrete for Pipe Encasements and Cradles – Class A concrete per NYSDOT Standard Specification Section 501.

E. Flowable concrete fill for sewer abandonment shall be Controlled Low Strength Material (CSLM) as specified in Division 31 Section "Earth Moving".

2.2 SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE (SICPP)

A. Corrugated polyethylene pipe storm sewers shall be high-density corrugated polyethylene smooth interior pipe. Four-inch to 10-inch diameter pipe shall conform to AASHTO M252 with the addition of smooth interior and 12-inch to 36-inch diameter pipe shall conform to AASHTO M294, Type S. Material compounds shall conform to ASTM D3350. Pipe shall be SureLok ST (bell & spigot) as manufactured by ADS/Hancor, Smooth Flow Pipe (bell & spigot) as manufactured by Haviland Drainage Products, or Inline Bell (bell & spigot) as manufactured by Lane Enterprises.

B. Pipe shall be joined using a bell and spigot joint meeting ASSHTO M252 or AASHTO M294. The joint shall be soil tight and gaskets shall meet the requirements of ASTM F477.

C. Pipe joined with manholes that use flexible connectors (boots) shall use corrugated pipe adapters to provide a sealing surface for the flexible connector.

D. Pipe joints and fittings shall be of the same material as the pipe.

2.3 UNDERGROUND CHAMBER SYSTEM

A. System basis for design: ADS Stormtech chambers and ADS Stormtech end caps, layout as shown on the construction drawings.

B. Storm Chambers:

1. Provide polypropylene dome / arch shaped, fully open bottom corrugated chambers meeting ASTM F2787 and ASTM F2418.
2. Chamber height: 60" min. As noted on drawings.
3. Chamber bottom width: 100" min. As noted on drawings.
4. Loading: Chambers shall meeting AASHTO H-20 loading

C. End Caps: Provide polypropylene end caps compatible with and of the same manufacturer as the storm chamber.

D. Pre-Treatment: Provide pre-treatment row with woven separation fabric under the entire length of the row between the chambers and the stone base, and non-woven geotextile wrapped over the top of the chambers for the entire length of the row. Pre-treatment row to be the first row in the chamber bed at each inlet point and directly connected to the manhole or access structure.

E. Subject to compliance with the requirements, acceptable manufacturers also include CULTEC or Lane StormKeeper.

F. Submit for review layout, as provided by the manufacturer, including system inverts, elevations, lengths, widths, connection details, total storage volume, water quality volume and the water quality volume storage elevation for the underground chamber system in compliance with the contract drawings.

2.1 MANHOLES

A. Manholes shall be as specified in Division 33 Section "Precast Structures".

2.2 CONNECTIONS TO EXISTING MANHOLE

A. Pipe to Manhole Seal: Use Hydraulic cement.

2.3 DETECTABLE UNDERGROUND MARKING TAPE

A. For all PVC, CPP, SICPP, or DIP sewer pipe or laterals, provide detectable warning tape. Refer to Division 31 Section "Earth Moving".

PART 3 – EXECUTION

3.1 PREPARATION

A. Thoroughly clean interiors of pipes, fittings, and appurtenances, joint surfaces, and gaskets prior to installation. Maintain pipes and fittings clean.

B. Verify that excavation is in the proper location, that pipes and structures have been installed at the correct elevations, and that the subgrade has been properly prepared.

3.2 PIPE AND STRUCTURE INSTALLATION - GENERAL

A. Trenching and related excavation work shall be completed in accordance with Division 31 Section "Earth Moving" and in a manner as approved by the Architect/Engineer. Remove all boulders, organic or spongy material, and other deleterious matter. Verify that trench excavation is ready to receive work and that excavations, dimensions, and elevations are as indicated on drawings.

Remove large stones or other hard matter, which could damage piping or impede consistent backfilling or compaction.

B. Pipe Foundation: All pipes, fittings, or specials to be installed shall be properly bedded in uniformly supported on pipe foundations of the type specified in Division 31 Section "Earth Moving" and indicated on the Contract Drawings.

C. Firmly bed pipe in the required depth of aggregate in such a manner that the pipe barrel is uniformly supported and cradled throughout its length. Provide suitable depressions where required in the foundation material to permit adequate bedding of the bells or other projections. The total depth of bedding shall be constant across the trench width.

D. Install storm structures and pipelines to the required lines and grades indicated on the drawings, or as directed by the Architect Engineer using an approved method of control.

E. Carefully lower pipes, fittings, and structures into the trench. Apply joint lubricant (if required) in accordance with the approved manufacturer's recommendations. Join pipe sections and fittings. Join pipe and structures.

F. Select pipe and fittings so that there will be as small a deviation as possible at the joints and so that inverts present a smooth surface. Pipe and fittings, which do not fit together to form a tight fitting joint, are not permitted.

G. Use only mechanical cutters for cutting pipe.

H. Cut ends of pipe which terminate at catch basins, manholes, or other structures cleanly and trim to a neat, sheared edge, flush with the inside wall of the structure.

I. Maintain cleanliness of installed pipe, fittings, and structure interiors throughout the work. Plug ends when installation is not in progress so that dirt, foreign matter, water, animals, and people do not enter the work. Drainage of construction excavations through installed pipes shall not be permitted.

J. Maintain the excavation free of water during the progress of the work. No pipes or structures shall be laid in water nor shall there be any joints made up in water. No separate allowance for pumping or otherwise removing water will be made. All slides or cave-ins of the trenches or cuts shall be remedied at the expense of the Contractor, and to the satisfaction of the Architect/Engineer.

3.1 UNDERGROUND DETENTION BASIN

A. Install underground detention basin in accordance with manufacturer's installation instructions

and recommendations.

B. Remove any sediment or debris that accumulates or collects within the detention basin prior to final completion..

3.2 TESTING OF SEWERS AND APPURTENANCES

A. Upon completion of construction of the sewer, including trench backfill, the Contractor shall clean and flush all pipes. All water needed to flush the sewer system shall be furnished by the Contractor at no additional cost to the Owner. The system shall be left free of all stones, sand, silt, or mortar projects. The benches and inverts of manholes and bottoms of inlets shall have all mortar dropping chipped away to leave a smooth, clean surface.

B. All materials flushed from the sewer shall be intercepted and removed to prevent the materials from entering the existing sewer system.

C. The Contractor shall supply all materials, equipment, and labor as required or ordered by the Architect/Engineer, to test the gravity mains, manholes, and appurtenances in accordance with the provisions of these specifications.

D. The Contractor shall receive no additional compensation for making the leakage tests or corrective work necessary to reduce leakage below the maximum allowed by these Specifications or Division 33 Section "Precast Structures".

E. The Contractor shall be responsible to dewater the sewer and bypass sewage flow where necessary to complete testing.

F. The Contractor shall leakage test each installed facility. These tests shall be conducted in the presence of the Architect/Engineer or his designated representative. No test will be accepted unless witnessed by the Architect/Engineer or his designated representative. Records and data of these tests shall be submitted by the Contractor to the Owner's Designated Representative as part of the record drawing information.

G. Water used by the Contractor during any testing procedures will be paid by the Contractor. All hydrants for water supply for testing use shall be operated by the appropriate utility owner. Backflow preventer and meters for the hydrants shall be required and provided by the Contractor.

3.3 DISPLACEMENT TEST OF GRAVITY SEWERS

A. Sewers will be checked by the Contractor in the presence of Architect/Engineer or his designated representative to determine whether any displacement of the pipe has occurred. The test will be as follows:

1. The test shall be conducted after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system.

2. No pipe shall exceed a deflection of 5 percent.

3. Deflection tests are to be run using a rigid ball or mandrel, having a diameter of not less than

95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices.

4. If deflection exceeds 5 percent, replacement of the defective sewer will be required at no additional cost to the Owner.

3.4 LEAKAGE AND LEAKAGE TESTS OF GRAVITY SEWERS

A. General

1. Test section shall be no greater than 400 feet in length.

2. The tests for water tightness shall be made by the Contractor under the directions of the Architect/Engineer. The Contractor shall furnish, at his own expense, the necessary facilities for making the tests and determining groundwater conditions at the time of the test.

3. The Architect/Engineer will give the Contractor notice of the time and place when such tests will be made, which may be during a rainy season or period of high groundwater.

4. Hydrostatic-exfiltration and infiltration tests shall be conducted for a minimum test period of 24 hours. The Architect/Engineer may, at his discretion, require that the test period be extended beyond 24 hours in order to obtain meaningful test results.

B. Exfiltration (Gravity Sewer Lines)

1. Where no groundwater exists at the time of the tests, the sewers, manholes, and service connections shall be subjected to an internal water pressure test to the extent deemed necessary by the Architect/Engineer to determine their water tightness.

2. The lower end of the section shall be tightly plugged and the line filled with water. The line shall be vented to allow the air to escape from the pipe and the water level shall be brought to a point 2 feet above the crown of the pipe at its upper end shall be maintained for at least 1 hour. If deemed necessary by the Architect/Engineer, internal pressure tests will be made before backfilling of the section under test. Each joint and manhole will be inspected and any visible leakage shall be stopped by means satisfactory to the Architect/Engineer.

C. Infiltration (Gravity Sewer Lines)

1. Infiltration test shall be made in groundwater conditions as a check for water tightness of the sewers after backfilling has been completed and sufficient time has elapsed to permit the groundwater to rise to its normal level.

2. The test shall be made by using approved low head measuring weirs placed at the lower ends of the sections to be tested or by other approved methods. The Contractor shall erect a temporary bulkhead to shut off flow from above the section being tested, and shall provide pumps downstream of the measuring device to keep the system drained for the period of the test. The measurement of the water entering the section under this test will be made over a period of time established by the Architect/Engineer.

3. Allowable Leakage Infiltration: The maximum allowable leakage into the sewer lines including appurtenances shall be 100 gallons/mile/24 hours per 1 inch of internal diameter of the sewer. The maximum allowable infiltration expressed in gallons per hour is shown in Table B-1.

TABLE B-1
ALLOWABLE LIMITS OF INFILTRATION
BASED ON 100/GALLONS/INCH DIAMETER/MILE

Diameter of Sewer Inches	Infiltration Per Foot Per Hour Gallons	Diameter of Sewer Inches	Infiltration Per Foot Per Hour Gallons
4	0.0031	21	0.0166
6	0.0047	24	0.0189
8	0.0063	27	0.0213
10	0.0079	30	0.0237
12	0.0095	36	0.0284
15	0.0118	42	0.0331
18	0.0142	48	0.0379

4. Any section of sewer piping which does not meet the specified leakage test shall be repaired and retested by the Contractor at his expense.

D. Low Pressure Air Acceptance Test (Gravity Sewer Lines)

1. All branch fittings and ends shall be securely plugged to withstand the internal test pressures. The section of line being tested shall also be securely plugged at each manhole. All stoppers shall be adequately branched when required.

2. Air pressure tests shall be run following the guidelines of UNI-Bel (UNI-B-6-79) "Recommended Practice: For Low Pressure Air Testing of Installed Sewer Pipe."

3. General guidelines for air testing are provided. After a manhole to manhole reach of pipe has been backfilled to final grade, prepared for testing, and the specified waiting period has elapsed, the plugs shall be placed in the line at each manhole and secured.

   a. It is advisable to seal test all plugs before use. Seal testing may be accomplished by laying one length of pipe on the ground and sealing it at both ends with the plugs to be checked. The sealed pipe should be pressurized to 9 psig. The plugs shall hold against this pressure without bracing and without any movement of the plugs out of the pipe. No persons shall be allowed in the alignment of the pipe during plug testing. It is advisable to plug the upstream end of the line first to prevent any upstream water from collecting in the test line.

   b. This is particularly important in high groundwater situations.

   c. When plugs are being placed, the pipe adjacent to the manhole shall be visually inspected to detect any evidence of shear in the pipe due to differential settlement between the pipe and the manhole. A probable point of leakage is at the junction of the manhole and the pipe, and this fault may be covered by the pipe plug, and thus not revealed by the air test.

   d. Low pressure air shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0 psig greater than the average back pressure of any groundwater above the pipe, but not greater than 9.0 psig. If groundwater is present, an air pressure correction must be made to the normal initial test pressure. This may be accomplished by dividing the vertical height (in feet) of the groundwater above the pipe invert by 2.31.

This value is added to the initial test starting pressure. The allowable pressure drop and duration of the test are not affected by this adjustment.

e. After a constant pressure of 4.0 psig (greater than the average groundwater back pressure), is reached, the air supply shall be throttled to maintain that internal pressure for at least two minutes. This time permits the temperature of the entering air to equalize with the temperature of the pipe wall.

f. When temperatures have been equalized and the pressure stabilized at 4.0 psig (greater than the average groundwater back pressure), the air hose from the control panel to the air supply shall be shut off or discontinued. The continuous monitoring pressure gauge shall then be observed while the pressure is decreased to no less than 3.5 psig (greater than the average back pressure of any groundwater over the pipe). At a reading of 3.5 psig, or any convenient observed pressure reading between 3.5 psig and 4.0 psig (greater than the average groundwater back pressure), timing shall commence with a stopwatch or other timing device that is at least 99.8 percent accurate.

g. A predetermined required time for a specified pressure drop shall be used to determine the lines acceptability. A pressure drop of 1.0 psig is specified in accordance with Table B-2.

h. If the time shown in Table B-2 for the designated pipe size and length elapses before the air pressure drops 1.0 psig, the section undergoing tests shall be passed and shall be presumed to be free of defects. The test may be discontinued once the prescribed time has elapsed even though the 1.0 psig drop has not occurred. If the pressure drops 1.0 psig before the appropriate time shown in Table B-2 has elapsed, the air loss rate shall be considered excessive and the section of pipe has failed the test.

i. If the section fails to meet these requirements, the Contractor shall determine at his own expense the source, or sources of leakage, and he shall repair or replace all defective materials and/or workmanship to the satisfaction of the Architect/Engineer. The extent and type of repair, which may be allowed, as well as results, shall be subject to the approval of the Architect/Engineer. The completed pipe installation shall then be retested and required to meet the requirements of this test.

TABLE B-2

SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

1	2	3	4	Specification Time for Length (L) Shown (min./sec)							
Pipe Diameter (in.)	Minimum Time (min./sec.)	Length for Minimum Time (ft.)	Time for Longer Length (sec.)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

E. Pressure Testing of Individual Joints

1. General

a. Perform air and/or water pressure testing of individual sewer joints. The equipment and methods used for air/water pressure testing shall be approved by the Architect/Engineer and shall not utilize any untried or experimental equipment. Air/water pressure tests shall be made on each joint separately and at such other locations as the Architect/Engineer may direct.

b. Each lateral shall be tested using pressure test covering the entire lateral from mainline sewer to temporary cap to be placed at end of lateral.

2. Method and Equipment

a. Test Medium. A fluid (maximum viscosity of 2 centipoise) shall be used as the test medium. Both liquid (usually water) and air are acceptable, but the test procedure is different for each.

b. Equipment. The basic equipment used shall consist of a television camera, joint testing device (such as a packer), and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing the test medium, under pressure, into the VOID area created by the expanded ends of the joint testing device and means for continuously measuring the actual static pressure of the test medium, at and

within the VOID area only.

c. VOID pressure data shall be transmitted electrically from the VOID to the monitoring equipment. Example: via a TV picture of a pressure gauge located at the VOID, or via an electrical pressure transducer located at the VOID.

d. All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the television monitor and test monitoring equipment by the Architect/Engineer.

3. Test Procedure

a. Each sewer pipe joint shall and each complete lateral be individually tested at a test pressure equal to 1/2 psi per vertical foot of pipe depth (test pressure shall be a minimum of 5 psi and a maximum of 10 psi) in accordance with one of the following procedures:

b. Control Test. Prior to starting the pipe joint testing phase of the work, a two-part control test shall be performed as follows:

1.) To insure the accuracy, integrity, and performance capabilities of the testing equipment, a demonstration test will be performed in a test cylinder constructed in such a manner that a minimum of two known leak sizes can be simulated. This technique will establish the test equipment performance capability in relationship to the test criteria and insure that there is no leakage of the test median from the system or other equipment defects that could affect the joint testing results. If this test cannot be performed successfully, the Contractor shall be instructed to repair or otherwise modify his equipment and reperform the test until the results are satisfactory to the Architect/Engineer. This test may be required at any other time during the joint testing work if the Architect/Engineer suspects the testing equipment is not functioning properly.

2.) After entering each manhole section with the test equipment, but prior to the commencement of joint testing, the test equipment shall be positioned on a section of sound sewer pipe between pipe joints, and a test performed as specified. This procedure will demonstrate the reality of the test requirement, as no joint will test in excess of the pipe capability. The barrel of the sewer pipe shall meet the requirements specified for joint tests.

4. Liquid Test Procedure

a. The testing device shall be positioned within the line in such a manner as to straddle the pipe joint or lateral connection to be tested.

b. The testing device ends (end elements, sleeves) shall be expanded so as to isolate the joint or lateral connection from the remainder of the line and create a VOID area between the testing device and the pipe joint or lateral connection. The ends of the testing device shall be expanded against the pipe with sufficient pressure to contain a minimum of 10 psi within the VOID without leakage past the expanded ends.

c. Water or an equivalent liquid shall then be introduced into the VOID area until a pressure equal to or greater than the required test pressure is observed with the VOID pressure

monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be repaired by approved means.

d. The flow rate of the test liquid shall then be regulated to a rate at which the VOID pressure is observed to be the required test pressure. Reading of the test liquid flow meter shall then be taken. If the flow rate exceeds 1/4 gallon per minute (due to joint leakage), the joint will have failed the test and shall be repaired and retested.

5. Air Test Procedure

a. The testing device shall be positioned within the line in such a manner as to straddle the pipe joint or lateral connection to be tested.

b. The testing device ends (end elements, sleeves), shall be expanded so as to isolate the joint or lateral connection from the remainder of the line and create a VOID area between the testing device and the pipe joint or lateral connection. The ends of the testing device shall be expanded against the pipe with sufficient pressure to contain a minimum of 10 psi within the VOID without leakage past the expanded ends.

c. Air shall then be introduced into the VOID area until a pressure equal to or greater than the required test pressure is observed with the VOID pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be repaired by approved means.

d. After the VOID pressure is observed to be equal to or greater than the required test pressure, the air flow shall be stopped. If the VOID pressure decays by more than 2 psi within 15 seconds (due to joint leakage), the joint will have failed the test and shall be repaired and retested.

3.3 FIELD QUALITY CONTROL

A. In the presence of the Owner's Designated Representative, inspect each length of pipe and each structure delivered to the job for flaws, cracks, dimensional tolerance and compliance with the applicable specifications. Only pipes, fittings, and structures accepted by the Owner's Designated Representative and so marked shall be installed in the work.

B. The Contractor shall inspect pipe joints and verify that they have been properly installed and made up, and free from sags, high spots, and excessive deflections.

C. The Owner's Designated Representative shall inspect each stretch of completed pipeline and structure prior to backfilling to insure compliance with the Contract Documents. The Contractor shall not continue with backfilling operations prior to inspection by the Owner's Designated Representative or prior to recording as built information.

D. Afford Architect/Engineer access to the work so that he may spot check the installations or check each length of pipe immediately after it has been installed, or check it at any time after installation.

E. Contractor shall request Owner's Designated Representative inspection prior to and immediately after placing aggregate cover over pipe.

F. Upon completion of construction of the sewer, including trench backfill, the Contractor shall clean and flush all pipes. The system shall be left free of all stones, sand, silt, mortar, and debris. The benches and inverts of manholes and bottoms of inlets shall have all mortar droppings chipped away to leave a clean and smooth surface.

G. All materials flushed from the sewer shall be intercepted and removed to prevent the materials from entering the existing sewer system.

3.4 DAMAGED FACILITIES

A. Any section of piping that is found defective in material, alignment, grade, joint, or otherwise, shall be corrected at no additional cost to the Owner.

B. In the event that dirt, debris, or any other foreign material has entered any portion of the piping or structures, flush the piping or structure with clean water. Continue the flushing process until the piping or structure is clean, as determined by Architect/Engineer.

C. Repair or replace any damage done to existing utility mains or their appurtenances as a result of work under this Contract to the satisfaction of the Architect/Engineer at no additional cost to the Owner.

END OF SECTION

ATTACHMENT A

QUAIFICATIONS STATEMENT

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: _____

   Address: _____

   _____

   _____

2. **SUBMITTED TO:** _____

3. **SUBMITTED FOR:** _____

   Owner: _____

   Project Name: _____

   _____

   _____

   _____

   TYPE OF WORK: _____

   _____

   _____

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: _____

   Title: _____

   Phone: _____

   Email: _____

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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

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- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

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- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

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Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

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YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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ATTACHMENT B

GEOTECHNICAL REPORT

LaBella
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GEOTECHNICAL SUBSURFACE INVESTIGATION and ENGINEERING REPORT

MUIRFIELD DRIVE DRAINAGE IMPROVEMENTS VILLAGE OF FAYETTEVILLE, ONONDAGA COUNTY, NEW YORK

Prepared for:
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Prepared by:
LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, New York 14614
COA #021272

LaBella Project No.: 2251531

10/23/2025

NOTE

This report is written using **U.S. Customary Units** unless otherwise noted.

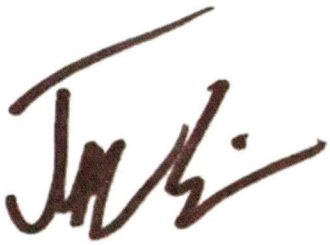
The professional services provided in this project include only the specific geotechnical aspects of the subsurface conditions at the site. The presence or implications of possible surface or subsurface contaminants from any source are outside the terms of reference for this geotechnical study and have not been investigated or addressed herein. Coal seam hazard evaluation, fire and gas hazard evaluation, site subsidence hazard evaluation, wetland impact study, septic field hazard or impact evaluation, slope stability and landslide hazard analysis, and a detailed site-specific seismic hazard evaluation are beyond the scope of work for this project.

The subsurface soil profile and design parameters provided in this report are estimated based on the results of the soil borings as indicated by: the boring logs, visual classification of the recovered soil and/or rock samples, geotechnical laboratory results (where applicable), analytical laboratory results (where applicable) and/or generally published soil and/or rock property correlations. Actual subsurface conditions beyond the soil borings and below the depths explored may vary, as well as subsurface conditions encountered in the field during and/or as a result of construction activity. The recommendations contained within this report are based on the subsurface conditions encountered. If subsurface conditions or the planned improvements vary from those presented within this report or on the plans referenced, the geotechnical engineer shall be notified immediately to identify if the recommendations provided herein are still applicable.

Please contact the undersigned Geotechnical Engineer with questions regarding the information provided herein.

This report was prepared by **LaBella Associates, D.P.C.**

Written by:



Jonathan A. Eisnor
Geotechnical Project Engineer
(electronic or copied signature unless in blue ink)

Reviewed by:

Christopher R. Redmond, PE
Senior Geotechnical Engineer
(electronic or copied signature unless in blue ink)

It is a violation of New York Education Law Article 145 Sec. 7209, and Article 147 Sec. 7307 for any person, unless acting under the direction of a licensed professional engineer, licensed professional geologist, licensed land surveyor, or registered architect to alter an item in any way. If an item bearing the seal of a licensed professional engineer, licensed professional geologist, licensed land surveyor, or registered architect is altered; the individual altering the document shall affix to the item their seal and the notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

TABLE OF CONTENTS

Page

1.0 INTRODUCTION 1
2.0 SUBSURFACE EXPLORATION PROGRAM 1
2.1 Soil Identification Program 1
3.0 SUBSURFACE SOIL AND GROUNDWATER CONDITIONS SUMMARY 1
3.1 Subsurface Conditions 1
3.2 Groundwater Conditions 2
3.3 Infiltration Tests 2
3.4 Expansive Soils 2
3.5 Risk of Corrosion 2
4.0 CLOSING 3
5.0 DISPOSITION OF SAMPLES 3

APPENDICIES

A - FIGURE
B - EXPLORATION LOGS
C – INFILTRATION TEST RESULTS

1.0 INTRODUCTION

LaBella Associates, D.P.C. (LaBella) is pleased to present this summary report for the subsurface exploration for the improvements to be constructed at Muirfield Drive in the Village of Fayetteville, New York. For this investigation a total of two (2) test borings and two (2) infiltrations were advanced at the approximate locations depicted in Figure 1 – Exploration Location Plan that is provided in Appendix A.

Planned improvements at the Project Site addressed in this report include:

- Stormwater drainage improvements

LaBella's scope of services included advancing test borings and infiltration testing, preparing subsurface exploration logs, and preparing this summary of subsurface conditions for Muirfield Drive. These services were performed in general accordance with LaBella's proposal.

2.0 SUBSURFACE EXPLORATION PROGRAM

The subsurface exploration was performed by LaBella Environmental, LLC (LaBella) on April 23, 2025. A total of two (2) test borings were laid out and completed at the approximate locations depicted in Figure 1. After encountering shallow refusal in test boring MD-B02, test boring MD-B02A was advanced at an offset location. The soil borings were advanced using a track-mounted CME 55LC drill rig equipped with 3-¼" I.D. hollow stem augers and drive sampling tools.

Soil sampling and standard penetration testing (SPT) were conducted using a 140-pound automatic safety hammer dropping 30-inches to drive a 2-inch O.D. split barrel sampler in general conformance with ASTM Standard Practice D1586. The standard penetration resistance (N-Value) is calculated as described on the Boring Log General Information Key in Appendix B. A portion of each soil sample retrieved was placed and sealed in a glass jar. Upon completion of each test boring, the borehole was backfilled with auger cuttings to grade to closely match the existing ground surface. Prior to advancing any subsurface explorations, LaBella Environmental, LLC contacted Dig Safely New York (DSNY) to clear public utilities. Utility conflicts were not identified at any of the subsurface exploration locations.

2.1 Soil Identification Program

Soil samples were logged and visually identified by a LaBella geotechnical engineer. The soil identifications were based on the United Soil Classification System (USCS) and were made using visual-manual procedures in general accordance with ASTM D2488.

3.0 SUBSURFACE SOIL AND GROUNDWATER CONDITIONS SUMMARY

The subsurface conditions discussed below have been generalized from the exploration logs provided in this report. The information provided on the logs is representative of the location where each subsurface exploration was conducted. Subsurface conditions between exploration locations and depths sampled may vary. The stratification lines indicated on the logs are approximate and may indicate gradational changes. Please, refer to the attached exploration logs for conditions encountered at the time, location, and depth of each sampling.

3.1 Subsurface Conditions

Surfacings: The surface material at test borings MD-B01 and MD-B02 consisted of approximately 2 to 3 inches of topsoil.

Fill: Underlying the surfacings in test boring MD-B02, loose fill generally consisting of brown silty sand (SM), with trace roots was encountered and extended to at least a depth of approximately 2.0 feet below ground surface (bgs). The next sample interval met refusal, and the test boring was offset to MD-B02A.

Alluvial Deposits: Underlying the surfacings in test boring MD-B01, a layer of very loose alluvial deposits generally consisting of mottled gray-brown and brown silty sand (SM), with trace roots was encountered and extended to a depth of approximately 2.0 feet bgs.

Fluvial Deposits: Underlying the fill and alluvial deposits in test borings MD-B01 and MD-B02/MD-B02A, a layer of very loose to very dense fluvial deposits was encountered and extended to the boring termination depths ranging from approximately 15.8 feet bgs (MD-B01) to 17.0 feet bgs (MD-B02A). The fluvial soils varied, test boring MD-B01 generally consisted of brown to light brown clayey sand (SC) and in test boring MD-B02A the fluvial soils generally consisted of brown to light brown silty sand (SM) or light brown clayey sand (SC).

Bedrock was not encountered during the subsurface investigation and is not expected to be encountered during construction.

3.2 Groundwater Conditions

Groundwater was encountered in test boring MD-B02A during drilling and prior to backfilling the boreholes at a depth of approximately 9.1 feet bgs. Groundwater levels recorded on the exploration logs are based on field observations and visual observations of the soil samples and may not represent stabilized groundwater levels.

3.3 Infiltration Tests

Infiltration testing was conducted at Muirfield Drive at the locations shown in Figure 1 in general conformance with the *New York State Department of Environmental Conservation – New York State Stormwater Management Design Manual – Appendix D Infiltration Testing Requirements*. The results of the tests conducted are presented in Appendix C.

3.4 Expansive Soils

Based on visual examination of the retrieved soil samples, it is LaBella's professional opinion that potentially expansive soils were not identified.

3.5 Risk of Corrosion

The "risk of corrosion" pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens concrete and/or unprotected steel. The rate of corrosion is based mainly on the following characteristics:

- For concrete: Sulfate (SO_4) content, sodium (Na) content
- For steel: Resistivity/electrical conductivity, reduction/oxidation (Redox) potential, presence of sulfides, and chloride content (Cl^-)
- For concrete & steel: soil moisture content, grain size distribution, and acidity (pH)

Should the structural engineer require soil samples be tested for the parameters listed above, LaBella can have soil samples sent for additional testing. The purpose of this testing would be to identify if a special type of cement (e.g., Type V – Sulfate resistant) must be used and/or if some type of special coating or cathodic protection will be required for buried metal items.

4.0 CLOSING

LaBella has prepared this summary report for the use by the Town of Manlius and the design team exclusively. Variations in the subsurface conditions may occur between test boring locations or there may be changes in the planned construction during the design phase.

Our services were conducted in a manner that is in accordance with generally accepted geotechnical engineering practice. Prospective bidders should understand that this report was prepared for design purposes only and may not contain sufficient information to prepare an accurate bid.

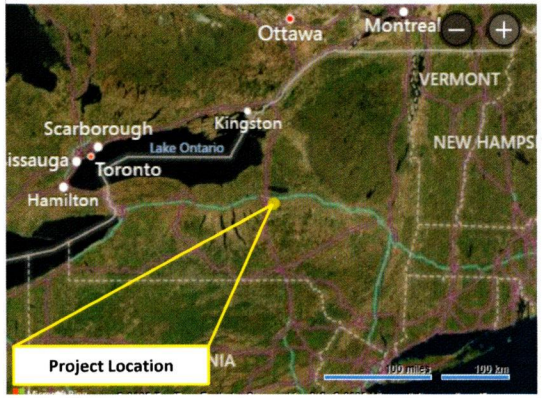
5.0 DISPOSITION OF SAMPLES

LaBella will hold all soil samples for 90 days after the date of this report. If the Client desires that these samples be retained for a longer period of time the Client shall notify LaBella in writing and make arrangements to obtain the samples from LaBella prior to the expiration of the 90 day time period; otherwise, the samples will be properly disposed by LaBella.

APPENDIX A

FIGURE

Site Region Map



Site Location Map

Boring Location Map

GENERAL NOTES:

1. AERIAL PHOTOGRAPHY WAS OBTAINED FROM MICROSOFT BING AND MAY NOT REPRESENT CURRENT CONDITIONS.
2. THIS FIGURE IS NOT TO BE USED FOR CONSTRUCTION, ESTIMATING, OR LAYOUT PURPOSES.
3. LOCATIONS ARE APPROXIMATE.

LEGEND:

- BORING LOCATION AND DESIGNATION
- INFILTRATION TEST LOCATION AND DESIGNATION

LaBella
Powered by partnership

LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, New York 14614
Phone: 585-454-6110

Town of Manlius

301 Brooklea Drive,
Fayetteville, New York
13066

GEOTECHNICAL SUBSURFACE INVESTIGATION

Muirfield Drive Drainage Improvements Geotech

Muirfield Drive, Fayetteville, New York 13066

PROJECT NO:	2251531
DATE:	May 2025
DRAWN BY:	DBK
CHECKED BY:	JAE

EXPLORATION LOCATION PLAN

FIGURE 1

APPENDIX B

EXPLORATION LOGS

LaBella
Powered by partnership.

SOIL GENERAL INFORMATION SHEET

Soil Identification Terms

The exploration logs present observations and the results of tests performed in the field by the Geotechnical Engineers, Geologists, and Driller as noted. The identification of soils or soil like material is subject to limitations imposed by the field conditions and equipment used.

Soil identifications are visual descriptions on the basis of ASTM D2488. The soil density or consistency is based on the penetration resistance determined by ASTM D1586.

The following defines some of the terms utilized in the preparation of the exploration logs.

Abbreviations

N-Value - Standard Penetration Value	WOH - Weight of Rods & Hammer
WOR - Weight of Rods	▼ - Observed Groundwater Surface
NWE - No Water Encountered	bgs - below ground surface
HSG - Hydrologic Soil Group	N/A - Not Applicable

Relative Density of Coarse Grained Soils		Consistency of Fine Grained Soils		
Soil Density	**N Value**	**Soil Consistency**	**Unconfined Compressive Strength, (tsf)**	**N Value**
Very Loose	0 to 4	Very Soft	≤ 0.25	0 to 2
Loose	5 to 10	Soft	0.25 to 0.5	3 to 4
Medium Dense	11 to 30	Medium Stiff	0.5 to 1.0	5 to 8
Dense	31 to 50	Stiff	1.0 to 2.0	9 to 15
Very Dense	> 50	Very Stiff	2.0 to 1.0	16 to 30
		Hard	> 4.0	>30

Size Description	
Soil Type	**Particle Size**
Boulder	> 12"
Cobble	12" - 3"
Gravel-Coarse	3" - 3/4"
Gravel-Fine	3/4" - #4
Sand-Coarse	#4 - #10
Sand-Medium	#10 - #40
Sand-Fine	#40 - #200
Silt/Clay	< #200

< 3", Soil Particle Size Percent Ranges	
Quantifier	**Percent**
Mostly	> 50
Some	30 - 45
Little	15 - 25
Few	5 - 10
Trace	< 5

Moisture Condition	
Term	**Description**
Dry	No moisture to touch.
Moist	Damp but no visible water.
Wet	Free water in sample.

Plasticity	
Term	**Description**
Non-plastic	A 1/8-in. (3 mm) thread cannot be rolled at any water content.
Low	A thread can barely be rolled and a lump cannot be formed when drier than the plastic limit.
Medium	A thread is easy to roll and not much time is required to reach the plastic limit. A lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit.

Dilatancy	
Term	**Description**
None	No visible change in the specimen.
Slow	Water appears slowly on the specimen surface during shaking.
Rapid	Water appears quickly on the specimen surface during shaking.

Notes:

1 The N-Value is the summation of the second and the third SPT values.

2 Split-spoon refusal is considered 50 blows over six inches.

3 If 50 blows is reached prior to advancing 6-inches, the penetration is generally reported as 50 over the nearest 1 inch value.

4 100 is the maximum reported N-Value on the Exploration Logs.

5 Auger, Roller Bit, and/or Casing refusal occurs if the driller is unable to advance the boring, normally indicating a very hard or very dense material, such as large boulders or bedrock. However, refusal is not always indicative of the upper surface of competent bedrock.

UNIFIED SOIL CLASSIFICATION SYSTEM SHEET

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]

Major Division			Group Symbol	Group Name [B]
Coarse-Grained Soils (More than 50% retained on No. 200 Sieve)	Gravels (50% or more of coarse fraction retained on No. 4 Sieve)	Clean Gravels (Less than 5% fines)	GW	Well-graded gravel [C, D, E]
			GP	Poorly graded gravel [C, D, E]
		Gravels with Fines (More than 12% fines)	GM	Silty gravel [C, E, F, G]
			GC	Clayey gravel [C, E, F, G]
	Sands (50% or more of coarse fraction passes No. 4 Sieve)	Clean Sands (Less than 5% fines)	SW	Well-graded sand [D, H, I]
			SP	Poorly graded sand [D, H, I]
		Sands with Fines (More than 12% fines)	SM	Silty sand [F, G, H, I]
			SC	Clayey sand [F, G, H, I]

Major Division			Group Symbol	Group Name [B]
Fine-Grained Soils (50% or More Passes the No. 200 Sieve)	Silts and Clays (LL < 50)	Inorganic	CL	Lean clay [K, L, M, N]
			ML	Silt [J, K, L, M, O]
		Organic (LL - oven dried <0.75)	OL	Organic clay [K, L, M, N]
				Organic silt [K, L, M, O]
	Silts and Clays (LL ≥ 50)	Inorganic	CH	Fat clay [K, L, M, P]
			MH	Elastic silt [K, L, M, Q]
		Organic (LL - oven dried <0.75)	OH	Organic clay [K, L, M, O, P]
				Organic silt [K, L, M, Q]
Highly Organic Soils			PT	Peat

[A] Based on the material passing the 3-in. (75-mm) sieve.

[B] If field sample contained cobbles and/or boulder, add "with cobbles and/or boulders" to group name.

[C] Gravels with 5 to 12 % fines require dual symbols:
GW-GM well graded gravel with silt
GW-GC well graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

[D] $Cu = D_{60} / D_{10}$ $Cc = (D_{30})^2 / (D_{10} \times D_{60})$

[E] If soil contains ≥ 15% sand, add "with sand" to group name.

[F] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[G] If fines are organic add "with organic fines" to group name.

[H] Sands with 5 to 12 % fines require dual symbols:
SW-SM well graded sand with silt
SW-SC well graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

[I] If soil contains ≥15% gravel, add "with gravel" to group name.

[J] If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.

[K] If soil contains 15 to 30 % plus No. 200 add "with sand" or "with gravel," whichever is predominant.

[L] If soil contains ≥ 30% plus No. 200, predominantly sand, add "sandy" to group name.

[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N] PI ≥ 4 and plots on or above "A" line.

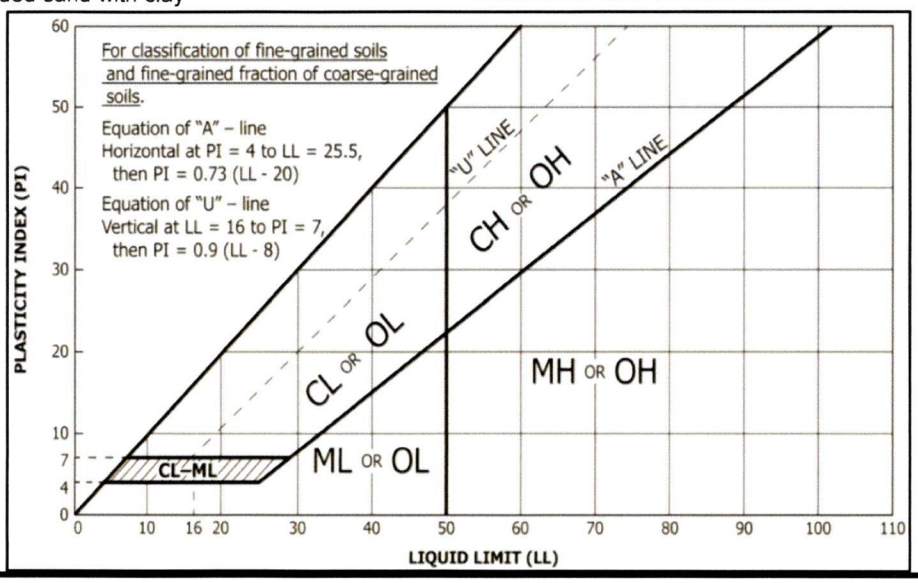
[O] PI < 4 or plots below "A" line.

[P] PI plots on or above "A" line.

[Q] PI plots below "A" line.

NOTE:

Generally soils are identified in accordance with ASTM D2488 unless specifically stated in the report that soils were classified in accordance with ASTM D2487.



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TEST BORING LOG

Boring No.:	MD-B01		
Start Date:	04/23/25		
Finish Date:	04/23/25		
Project Number:	2251531	**Drilling Firm:**	LaBella Environmental, LLC
Project Name:	Muirfield Drive Drainage Improvements Geotech	**Drill Rig:**	CME 55LC
Location:	Muirfield Drive, Fayetteville, New York 13066	**Driller:**	Vic Tompkins
Client:	Town of Manlius	**Inspector:**	D. Keller
Latitude:	43.02131		
Longitude:	-75.99099		
Surface Elev.:	+/-591		
Elevation Datum:	NAVD88		

Key: ——— Approximate Geologic Strata Change
-·-·-·-·-·- Approximate Gradation Change Within Strata

Sample Types: S-Split Spoon, G-Geoprobe Sleeve, R-Bedrock Core, U-Undisturbed Sample

Casing:	3-1/4" HSA
Sampler:	1-3/8" ID Split Spoon
Hammer:	140# Automatic, 30" drop
Undisturbed:	None
Rock Core:	None

BOREHOLE INFORMATION

Total Depth (ft):	15.8
Water Depth (ft):	NE
Bedrock Depth (ft):	NE

Depth (ft.)	Elevation (ft.)	Groundwater	Sample No.	Recovery (in.)	SPT Blows	N-Value	Group Symbol	STRATUM DESCRIPTIONS Mostly (≥50%); Some (30-45%), Little (15-25%), Few (5-10%), Trace (<5%)	COMMENTS (e.g., core run, % recovered, RQD)
			S-1	20	1	3		**-TOPSOIL-**	3-inches topsoil
1	590				1		SM	Silty sand: Very loose, mottled gray-brown and brown, mostly medium to fine sand, some silt, trace fine roots. Moist.	
					2				
2	589				4			**-ALLUVIAL DEPOSITS-**	
			S-2	15	3	7	SC	Clayey sand: Loose, brown, mostly sand, some clay, few gravel, trace coarse gravel. Moist.	
3	588				3				
					4			**-FLUVIAL DEPOSITS-**	
4	587				2				
			S-3	14	2	2	SC	Clayey sand: Very loose, brown, mostly sand, some clay. Moist.	
5	586				1				
					1				
6	585				1				
			S-4	12	WOH	2	SC	Clayey sand: Very loose, brown, mostly medium to fine sand, some clay. Wet.	
7	584				WOH				
					2				
8	583				2				
			S-5	18	WOH	2	SC	Clayey sand: Very loose, brown, mostly medium to fine sand, some clay, with trace wood. Wet.	
9	582				WOH				
					2				
10	581				2				
			S-6	10	WOH	4	SC	Clayey sand: Very loose, brown, mostly medium to fine sand, some clay. Wet.	
11	580				2				
					2				
12	579								
13	578								
14	577								
15	576		S-7	3	23	>50	SC	Clayey sand: Very dense, light brown, mostly sand, some clay, few gravel, slightly bonded. Dry.	
16	575				50/3"			**-FLUVIAL DEPOSITS-**	
								Bottom of Exploration 15.8 feet	
17	574								
18	573								
19	572								
20	571								
21	570								
22	569								
23	568								

Notes: 1.

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TEST BORING LOG

Boring No.:	**MD-B02**
Start Date:	04/23/25
Finish Date:	04/23/25
Latitude:	43.02145
Longitude:	-75.99099
Surface Elev.:	+/-594
Elevation Datum:	NAVD88

Project Number:	2251531
Project Name:	Muirfield Drive Drainage Improvements Geotech
Location:	Muirfield Drive, Fayetteville, New York 13066
Client:	Town of Manlius

Drilling Firm:	LaBella Environmental, LLC
Drill Rig:	CME 55LC
Driller:	Vic Tompkins
Inspector:	D. Keller

Key: ——— Approximate Geologic Strata Change
-·-·-·-·-·- Approximate Gradation Change Within Strata

Sample Types: S-Split Spoon G-Geoprobe Sleeve R-Bedrock Core U-Undisturbed Sample

Casing:	3-1/4" HSA
Sampler:	1-3/8" ID Split Spoon
Hammer:	140# Automatic, 30" drop
Undisturbed:	None
Rock Core:	None

BOREHOLE INFORMATION

Total Depth (ft):	2.0
Water Depth (ft):	NE
Bedrock Depth (ft):	NE

Depth (ft.)	Elevation (ft.)	Groundwater	Sample No.	Recovery (in.)	SPT Blows	N-Value	Group Symbol	STRATUM DESCRIPTIONS Mostly (≥50%); Some (30-45%), Little (15-25%), Few (5-10%), Trace (<5%)	COMMENTS (e.g., core run, % recovered, RQD)
			S-1	16	2	5		-TOPSOIL-	2-inches topsoil
1	593				2		SM	Silty sand: Loose, brown, mostly medium to fine sand, some silt, trace fine roots. Moist.	
					3				
					4			-FILL-	
2	592		S	0	50/0"	>50		Bottom of Exploration 2.0 feet	Refusal on probable rip rap fill
3	591							Also see Test Boring Log MD-B02A.	
4	590								
5	589								
6	588								
7	587								
8	586								
9	585								
10	584								
11	583								
12	582								
13	581								
14	580								
15	579								
16	578								
17	577								
18	576								
19	575								
20	574								
21	573								
22	572								
23	571								

Notes:

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TEST BORING LOG

Project Number:	2251531	**Drilling Firm:**	LaBella Environmental, LLC	**Boring No.:**	MD-B02A
Project Name:	Muirfield Drive Drainage Improvements Geotech	**Drill Rig:**	CME 55LC	**Start Date:**	04/23/25
Location:	Muirfield Drive, Fayetteville, New York 13066	**Driller:**	Vic Tompkins	**Finish Date:**	04/23/25
Client:	Town of Manlius	**Inspector:**	D. Keller	**Latitude:**	43.02145
		Casing:	3-1/4" HSA	**Longitude:**	-75.99099
Key:	——— Approximate Geologic Strata Change	**Sampler:**	1-3/8" ID Split Spoon	**Surface Elev.:**	+/-594
	- - - - - - Approximate Gradation Change Within Strata	**Hammer:**	140# Automatic, 30" drop	**Elevation Datum:**	NAVD88
Sample Types:	S-Split Spoon G-Geoprobe Sleeve	**Undisturbed:**	None	**BOREHOLE INFORMATION**	
	R-Bedrock Core U-Undisturbed Sample	**Rock Core:**	None	**Total Depth (ft):**	17.0
				Water Depth (ft):	9.1
				Bedrock Depth (ft):	NE

Depth (ft.)	Elevation (ft.)	Groundwater	Sample No.	Recovery (in.)	SPT Blows	N-Value	Group Symbol	STRATUM DESCRIPTIONS Mostly (≥50%); Some (30-45%), Little (15-25%), Few (5-10%), Trace (<5%)	COMMENTS (e.g., core run, % recovered, RQD)
								See MD-B02 for details from 0 to 2 feet	
1	593								
2	592		S-2	12	3	11	SM	Silty sand: Medium dense, brown, mostly sand, some silt, few gravel. Moist.	Sample numbering continued from MD-B02
3	591				3				
					8			-FLUVIAL DEPOSITS-	
4	590		S-3	7	8	15	SM	Silty sand: Medium dense, brown, mostly sand, some silt, few gravel. Moist.	
5	589				7				
					8				
6	588		S-4	7	9	34	SM	Silty sand: Dense, brown, mostly sand, some silt, few gravel. Moist.	
7	587				8				
					13				
8	586		S-5	16	21	6	SM	Silty sand: Loose, light brown, mostly medium to fine sand, some silt, trace coarse sand, trace fine gravel. Wet.	
9	585	▼			14				
					4			-FLUVIAL DEPOSITS-	
10	584		S-6	19	3	29	SC	Clayey sand: Medium dense, light brown, mostly sand, some clay, few gravel, slightly bonded, trace orgainics. Dry.	
11	583				3				
					5			-FLUVIAL DEPOSITS-	
12	582				11				
13	581				15				
14	580				14				
15	579		S-7	24	18	71	SC	Clayey sand: Very dense, light brown, mostly sand, some clay, few gravel, slightly bonded. Dry.	
16	578				12				
					37				
17	577				34				
					19				
18	576							Bottom of Exploration 17.0 feet	
19	575								
20	574								
21	573								
22	572								
23	571								

Notes: 1. Water likely perched.

APPENDIX C

INFILTRATION TEST RESULTS

INFILTRATION TEST DATA REPORT

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TEST NO. MD-D03

Page 1 of 1

PROJECT	Muirfield Drive Drainage Improvements Geotech	PROJECT NO.	2251531
LOCATION	Muirfield Drive, Fayetteville, New York 13066	PROJECT MGR.	Craig Innis
CLIENT	Town of Manlius	FIELD REP	D. Keller
		TEST DATE	04/23/25 to 04/24/25

INFILTRATION POINT INSTALLATION DATA:

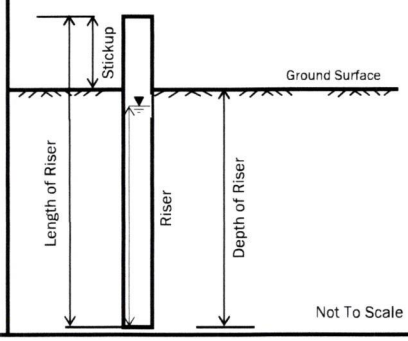
Installation Date:	04/23/25	Elevation Ground Surface:	591+/-
Coordinates:	43.0213	-75.9910	
Borehole Diameter (in.):	8	Riser Diameter (in.):	4
Stickup (ft):	2.3	Design Depth of Riser (ft):	6.0
Length Of Riser (ft):	8.9	As-Built Depth of Riser (ft):	6.6

TEST INFORMATION:

Test Reference Point: [X] Top Of Riser [ ] Ground Surface

Start Presoak Water Level (ft):	6.9	Start Presoak Date/Time:	4/23 / 13:15
Post Presoak Water Level (ft):	6.87	Depth To Scour Stone (ft):	8.63

SKETCH



DATA

Clock Time (hr:min)	Elapsed Time (min)	Depth To Water (ft)	Infiltration Rate (ft/hour)	Infiltration Rate (in/hour)	Comments
13:15	0	6.87	-	-	Begin Test 1 on 4/23
-	-	-	-	-	
-	-	-	-	-	
-	-	-	-	-	
11:15	1320	6.87	0.00	0.0	End test on 4/24
	0		-	-	Begin Test 2
	15				
	30				
	45				
	60				
	0		-	-	Begin Test 3
	15				
	30				
	45				
	60				
	0		-	-	Begin Test 4
	15				
	30				
	45				
	60				

FINAL INFILTRATION RATE [1]: 0.0 inches per hour

Notes:

1. Final Infiltration Rate reported as: [ ] the average of the four tests [X] the value of the final test

INFILTRATION TEST DATA REPORT

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TEST NO. MD-D04

Page 1 of 1

PROJECT	Muirfield Drive Drainage Improvements Geotech	PROJECT NO.	2251531
LOCATION	Muirfield Drive, Fayetteville, New York 13066	PROJECT MGR.	Craig Innis
CLIENT	Town of Manlius	FIELD REP	D. Keller
		TEST DATE	4/24/2025

INFILTRATION POINT INSTALLATION DATA:

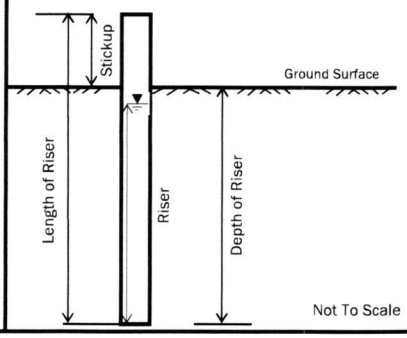
Installation Date:	04/23/25	Elevation Ground Surface:	594+/-
Coordinates:	43.0215	-75.9910	
Borehole Diameter (in.):	8	Riser Diameter (in.):	4
Stickup (ft):	2.6	Design Depth of Riser (ft):	6.0
Length Of Riser (ft):	9.1	As-Built Depth of Riser (ft):	6.5

TEST INFORMATION:

Test Reference Point: [X] Top Of Riser [ ] Ground Surface

Start Presoak Water Level (ft):	7.1	Start Presoak Date/Time:	4/23 / 13:00
Post Presoak Water Level (ft):	> 8.72	Depth To Scour Stone (ft):	8.72

SKETCH



DATA

Clock Time (hr:min)	Elapsed Time (min)	Depth To Water (ft)	Infiltration Rate (ft/hour)	Infiltration Rate (in/hour)	Comments
11:30	0	3.7	-	-	Begin Test 1
11:31	1	6.6	174.00	2088.0	
11:32	2	7.4	111.00	1332.0	
11:33	3	7.9	84.00	1008.0	
11:35	5	8.4	56.40	**676.8**	
12:02	0	6.72	-	-	Begin Test 2
12:04	2	7.80	32.40	388.8	
12:06	4	8.20	22.20	266.4	
12:08	6	8.33	16.10	193.2	
12:10	8	8.40	12.60	**151.2**	
12:13	0	6.72	-	-	Begin Test 3
12:16	3	8.05	26.60	319.2	
12:19	6	8.32	16.00	192.0	
12:21	8	8.42	12.75	153.0	
12:24	11	8.48	9.60	**115.2**	
12:27	0	6.72	-	-	Begin Test 4
12:30	3	8.00	25.60	307.2	
12:33	6	8.30	15.80	189.6	
12:36	9	8.42	11.33	136.0	
12:39	12	8.47	8.75	**105.0**	

FINAL INFILTRATION RATE [1]: 105.0 inches per hour

Notes:

1. Final Infiltration Rate reported as: [ ] the average of the four tests [X] the value of the final test
2. Pre-soak drained very quickly (under 5 minutes).

ATTACHMENT C

CHANGE ORDER BACKUP SHEETS

LaBella Associates
300 State Street
Rochester, New York 14614

Description of Change

CONTRACTOR CHANGE PROPOSAL

LaBella Project No.

Contractor Name:
Address:
Telephone No.:

Date:
Contract No.:
Field Order No.:
Change Proposal No.:

			LaBella REVISIONS
SECTION A: CONTRACTOR WORK		**Round Totals to Nearest Dollar**	
1. Total Contractor Labor			
2. Total Contractor Material			
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL	(Total lines 1 thru 4)	$ -	
6. Contractor's Override Combined O & P	(15% of line 5)	$ -	
7. Total Premium Portion of Contractor Labor			
8. CONTRACTOR TOTAL	(Total lines 5, 6 & 7) **8.**	$ -	
SECTION B: SUBCONTRACTOR WORK	(Provide a separate form **for each** Subcontractor.)		
9. Names of Subcontractors:		**Round Totals to Nearest Dollar**	
A.			
B.			
C.			
D.			
E.			
F.			
10. TOTAL SUBCONTRACTOR PROPOSALS	(Total lines A thru F)	$ -	
11. Contractor's Override on Subs' Proposals:			
11a. 10% of line 10 (First $ 10,000)		$ -	
11b. 5% of the next $ 90,000		$ -	
11c. 3% of any amount over $100,000		$ -	
12. Total Premium Portion of Subcontractor Labor			
13. SUBCONTRACTOR TOTAL	**13.**	$ -	
SECTION C: 14. TOTAL CONTRACT UNIT PRICE(S)	**14.**		
SECTION D: CONTRACTOR'S REQUESTED TOTAL		**Round Totals to Nearest Dollar**	
15. AMOUNT REQUESTED	(Total lines 8, 13, and 14) **15.**	$ -	

Contractor's Signature Date

Print Name of Authorized Representative

Print Title

Print name of Contact Person (if different)

Phone No. (if different from above)

SECTION E: PROJECT MANAGER'S COMMENTS:

REV: 9/9/2022

LaBella Associates
300 State Street
Rochester, New York 14614

EQUIPMENT EXPENSE CHANGE PROPOSAL

LaBella Project No. _____

Contractor Name: _____

Address: _____

_____

Telephone No.: _____

Date: _____

Field Order No.: _____

Change Proposal No.: _____

1. For self-owned equipment calculate rate in column 6.
2. Rented equipment will be paid for at actual cost. Complete columns 1, 3, 4, 9 and 12.
   Include a copy of the rental invoice or quote verified with the signature of the LaBella PM.
3. Operating cost includes fuel and lubricants but does not include operator's wages.
4. Minor equipment and hand tools are considered overhead costs and cannot be claimed.

Comments:

1	2	3	4	5	6	7	8	9	10	11	12
Indicate if Owned or Rented	Reference Page from Blue Book or from CD-ROM	**Complete Equipment Description** Year, Make, Complete Model No., Size, Capacity, H.P., GWV, Fuel Type used or other information to completely describe the equipment used.	Hours Required on Site	Monthly Rate from Blue Book	Column 5 divided by 176		Equipment Expense Column 4 multiplied by Column 6	Actual Operating Hours	Hourly Operating Cost Rate from Blue Book	Total Operating Cost Column 9 multiplied by Column 10	**Total Equipment Cost** Sum of Column 8 and Column 11 or Total Rental Cost
			-		$ -		$ -			$ -	$ -
			-		$ -		$ -			$ -	$ -
			-		$ -		$ -			$ -	$ -

LaBella Associates
300 State Street
Rochester, New York 14614

LABOR AND MATERIAL WORKSHEET

LaBella Project No. _____

Contractor Name: _____ Date: _____

Address: _____ Field Order No.: _____

_____ Change Proposal No.: _____

Telephone No.: _____

Use a separate form for **each** Subcontractor

LABOR					**FOR LaBella USE ONLY**
Work Description	Trade	Hours	Total Rate	Total Labor Cost	LaBella Revisions
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
(Total from additional Labor Worksheet Extension(s) if required)					
TOTAL LABOR				$ -	

MATERIAL / EQUIPMENT RENTAL					
Material Description	Quantity	Unit	Unit Cost	Material Cost	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
(Total from additional Material Worksheet Extension(s) if required)					
TOTAL MATERIAL				$ -	

REV: 9/9/2022

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LaBella Associates
300 State Street
Rochester, New York 14614

LABOR RATE WORKSHEET

LaBella Project No. _____

Contractor Name: _____ Date: _____

Address: _____ County: _____

_____ **Trade:** _____

Telephone No.: _____ Effective Date: _____

FROM TO	REGULAR BASE RATE	PREMIUM PORTION Of OVERTIME
A. WAGE RATE PER HOUR		

PAYROLL TAXES AND INSURANCE

	F.I.C.A / Social Security	%	
	Medicare	%	
	Federal Unemployment Insurance	%	
	State Unemployment Insurance	%	0.00%
*	Workers' Compensation Insurance **Code:**_____	%	
**	Liability Insurance	%	
	Disability Insurance	%	

B. TOTAL TAXES AND INSURANCE PER HOUR	$ -	0.00%	$ - / $ -

BENEFITS	**$ per hour**		
Vacation and Holiday			
Health and Welfare			
Pension			
Annuity			
Education / Apprentice Training			
Supplemental Unemployment			
Security Fund			
Other			
C. TOTAL BENEFITS PER HOUR		$ -	

FOR FRINGE BENEFITS PAID IN THE ENVELOPE-SUBMIT COPIES OF 2 WEEKS OF CERTIFIED PAYROLL REPORTS

D. TOTAL LABOR RATE	(A + B + C) = D	$ -	$ -

E. PROJECT MANAGER'S COMMENTS: _____

* Workers Compensation is the net Contractor cost after applying territory adjustment, experience modification, discount(s) and assessments.

** Only Liability Insurance that is payroll related is reimbursable within the labor rate.

REV: 9/9/2022

LaBella Associates
300 State Street
Rochester, New York 14614

LABOR WORKSHEET EXTENSION

LaBella Project No. _____

FOR LaBella USE ONLY

Contractor Name: _____

Address: _____

_____

Telephone No.: _____

Date: _____

Field Order No.: _____

Change Proposal No.: _____

LABOR

FOR LaBella USE ONLY

Work Description	Trade	Hours	Total Rate	Total Labor Cost	LaBella Revisions
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
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				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
			TOTAL LABOR	$ -	

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LaBella Associates
300 State Street
Rochester, New York 14614

MATERIAL WORKSHEET EXTENSION

LaBella Project No. _____

Contractor Name: _____

Address: _____

_____

Telephone No.: _____

FOR LaBella USE ONLY

Date: _____

Field Order No.: _____

Change Proposal No.: _____

MATERIAL / EQUIPMENT RENTAL					**FOR LaBella USE ONLY**
Material Description	Quantity	Unit	Unit Cost	Material Cost	LaBella Revisions
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
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				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
			TOTAL MATERIAL	$ -	

REV: 9/9/2022

LaBella
Powered by partnership.

LaBella Associates
300 State Street
Rochester, New York 14614

SUBCONTRACTOR CHANGE PROPOSAL

or / SUB of SUBCONTRACTOR

LaBella Project No. _____

Subcontractor Name: _____ Date: _____

Address: _____ Field Order No.: _____

_____ Change Proposal No.: _____

Telephone No.: _____ Use a separate form for **each** Subcontractor

A. LABOR					**FOR LaBella USE ONLY**
WORK DESCRIPTION	Trade	Hours	Total Rate	Total Labor Cost	LaBella REVISIONS
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Total from additional Labor Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR LABOR				$ -	

B. MATERIAL / EQUIPMENT RENTAL					
MATERIAL DESCRIPTION	Quantity	Unit	Unit Cost	Material Cost	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Total from additional Material Worksheet Extension(s) if required					
TOTAL SUBCONTRACTOR MATERIAL				$ -	

C. EQUIPMENT (From Equipment Expense Proposal)		
TOTAL SUBCONTRACTOR EQUIPMENT	$ -	

D. SUMMARY		
Total Labor, Material, Equipment (A+B+C)	$ -	
No Mark-up on Sub Of Sub 15%	$ -	
Total Premium Portion of O.T.		
TOTAL SUBCONTRACTOR PROPOSAL	$ -	

_____
Subcontractor Signature

_____ Date

_____
Name & Title (Please type or print.)

REV: 9/9/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maureen Steria	
Foy Agency, Inc. P. O. Box 42 Deer River NY 13627	PHONE (A/C, No, Ext): (315) 493-2391	FAX (A/C, No): (315) 493-3267
	E-MAIL ADDRESS: maureen@foyagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NGM Insurance Company	14788
INSURED IDH, LLC 10280 OLD STATE RD Carthage NY 13619	INSURER B : Sutton Specialty Insurace Co	16848
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026 01 13 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		CP00135973	5/13/2025	5/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	X		CA00045484	5/13/2025	5/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		ISCEX0300002813-00	5/28/2025	5/13/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured if required by written contract on a Primary and Non Contributory basis. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

LaBella Associates, DPC
300 State Street, Suite 201
Rochester, NY 14614

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paige Eves/PAIGE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2026

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PRODUCER	CONTACT NAME: Maureen Steria	
Foy Agency, Inc. P. O. Box 42 Deer River NY 13627	PHONE (A/C, No, Ext): (315) 493-2391	FAX (A/C, No): (315) 493-3267
	E-MAIL ADDRESS: maureen@foyagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NGM Insurance Company	14788
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	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026 01 13 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		CP00135973	5/13/2025	5/13/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		CA00045484	5/13/2025	5/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X		ISCEX0300002813-00	5/28/2025	5/13/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured if required by written contract on a Primary and Non Contributory basis. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

Town of Manlius
Onondaga County
301 Brooklea Dr
Fayetteville, NY 13066

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paige Eves/PAIGE

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IN THE MATTER **OF** **DOCUMENTING FINANCIAL COMMITMENT FOR A PROJECT SUBMITTED TO THE NYS DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVES PROGRAM**	**RESOLUTION DOCUMENTING FINANCIAL COMMITMENT FOR A PROJECT SUBMITTED TO THE NYS DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVES PROGRAM**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and the Town Website on the 11th of March, 2026, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
Michael Nesci	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded, and adopted:

WHEREAS, the Town of Manlius is proposing the Enders Road Sidewalk Project to install ADA-compliant sidewalks along the entirety of Enders Road, an important pedestrian route that supports access to local schools; and,

WHEREAS, the Transportation Alternatives Program (TAP) is grant funding that is made available to local governments throughout New York State through the Federal Highway Administration (FHWA) and administered by the New York State Department of Transportation (NYSDOT); and.

WHEREAS, TAP funding supports non-vehicular transportation projects, including construction of pedestrian infrastructure and safe routes to school, and the Town intends to submit an application to support the Enders Road Sidewalk Project; and,

WHEREAS, NYSDOT will provide up to 80 percent of the total eligible project costs with a minimum 20 percent match provided by the project sponsor; and,

THEREFORE, the Enders Road Sidewalk Project comes at a total cost of $1,421,800, with the Town of Manlius requesting $1,137,440 through TAP (80%) and providing $284,360 as local match (20%).

BE IT RESOLVED, that this resolution adopted by the Town Board of the Town of Manlius on the 11th day of March certifies the Town's financial commitment to this project, as required by the NYSDOT.

BE IT FURTHER RESOLVED, that the Town Supervisor or such other person or company designated by the Town from time to time is the representative authorized to act on behalf of the Town's governing body in all matters related to the application and funding.

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 11th day of March, 2026; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 11th day of March, 2026.

DATED: March 11, 2026
Fayetteville, New York

_____

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

Town of Manlius

John Deer, Town Supervisor

March 11th, 2026

New York State Department of Transportation
Transportation Alternatives Program (TAP)

Re: Letter of Support – Manlius Safe Routes to School and Sidewalk Extension Project

Dear Review Committee,

On behalf of the Town of Manlius, I am pleased to express our strong support for the Village of Manlius' **Manlius Safe Routes to School and Sidewalk Extension Project**, submitted through the New York State Department of Transportation for a federal-aid project under the Transportation Alternatives Program (TAP).

This important initiative will construct new and enhanced sidewalks along the north side of E. Seneca Turnpike (NY Route 173), extending east from Military Drive to the existing sidewalk at the Fayetteville-Manlius High School campus, and west from the Brickyard Falls area to Meadowridge Road in the Stoneledge Hills subdivision. The project also includes a prefabricated pedestrian bridge over the West Branch of Limestone Creek, addressing a key physical barrier in the local pedestrian network.

These improvements will close critical gaps in the existing sidewalk system and create a safe, continuous pedestrian corridor connecting neighborhoods, the Village center, and Fayetteville-Manlius High School. Today, students and residents often must walk along roadway shoulders, navigate unsafe crossings, or rely on short vehicle trips to reach nearby destinations. Completing these missing connections will significantly improve safety and accessibility for pedestrians of all ages and abilities.

The project represents a meaningful investment in **Safe Routes to School**, enabling students to walk more safely between their homes and the Fayetteville-Manlius High School campus. In addition, the enhanced pedestrian infrastructure will support broader community benefits, including improved mobility, stronger connections between residential neighborhoods and the village business district, reduced vehicle trips, and a more vibrant and walkable community environment.

The Town of Manlius recognizes the value of projects that strengthen community connectivity, promote active transportation, and improve safety for residents and visitors alike. We commend the Village of Manlius and its partners for their collaborative leadership in advancing this initiative and strongly support efforts to secure Transportation Alternatives Program funding.

Thank you for your consideration of this application and for your continued commitment to improving transportation safety and accessibility across New York State.

Sincerely,

Alissa Italiano - Deputy Supervisor

John Deer, Supervisor

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

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

Consultant Contract

This agreement is made as of Mar 5, 2026 between

John Deer
Town of Manlius
(hereinafter "Client")

and

Karen Lynn Kaplan
Karen L. Kaplan, LLC
2806 West Lake Road
Cazenovia, NY 13035
United States
(hereinafter "Business Owner")

---

1. Scope of Services

The Town of Manlius has requested Consultant services to directly support the Town's Facility Review Project (hereinafter "The Project") due to the complex nature of The Project. To initiate the next phase of The Project (i.e., a process involving a technical review of the existing studies prepared on the Town's facilities, a process to gather input from the community on the Town's current and future facilities, recommendations offered by a Community Study Group, and a decision by the Town Board on how to move forward re: Town Facilities) the Town requests that the Consultant deliver the following services:

- advise on The Project's structure, content, and timeline - a draft to be presented, and discussed, at a Town Board Work Session
- consider the implementation feasibility of The Project given timeframe, multiple stakeholder groups, and numerous variables involved
- advise on data collection & analysis approach for maximum transparency and community engagement
- design, and plan and prepare for a Town Board Work Session focused on the presentation and discussion of the draft plan for this next phase of The Project

- facilitation of the Town Board Work Session, supporting the Board to present and discuss the draft plan, scheduled (as of 2/27/2026) for April 8, 2026 at 5pm at the Manlius Town Hall. Expected audience includes: Town Board, Town Staff, Members of the Public.

The Town Board will provide the meeting space and supporting materials (e.g., flip chart stands and paper, and all audio-visual equipment required to project a slide deck and stream the meeting publicly).

2. Fee & Payment Terms

The project fee is $2,000.00. Full payment will be issued by check and mailed to Consultant's address upon contract approval at the March 11, 2026 board meeting.

A 10% late fee will be incurred for any payments that are more than 10 business days late. For payments more than 30 days late, an additional 5% will be charged.

3. Cancellation Policy

If the Town Board cancels the Town Board Work Session, without rescheduling, the payment will not be refunded.

If the Consultant must cancel the meeting facilitation portion of this contract, due to emergency or unforeseen circumstances, the Consultant will offer to reschedule or support the Town Board remotely or in other ways. The payment will not be refunded.

4. Liability

Each party shall be responsible for its own acts and omissions. The Consultant shall not be held liable for issues related to venue, A/V failure, or participant behavior.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings. Any modifications must be made in writing and signed by both parties.

Client:

I agree to the terms and conditions of this contract.

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.

Business Owner:

I agree to the terms and conditions of this contract.

First name

Last name

Signature

Sign here

The date will be recorded once the form is submitted.

FISHER ASSOCIATES

February 27, 2026

Ingrid Gonzles-McCurdy
Town Councilor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 1306

Neighborhood Design Workshop

Dear Ingrid,

The Town of Manlius is being proactive in setting the tone for future development in the area. With the construction of the Micron facility under way, this topic is becoming more pressing. This being the case, the Town of Manlius is organizing educational workshops to provide insight into the concepts of walkable communities that are open to all ages and abilities. Particular focus is on providing places where individuals can age-in-place as well as start families. Fisher is excited to offer solutions to help the community expand their knowledge base on various topics. Included below is a brief description of a workshop on the topic of Great Neighborhoods for All Ages.

Scope of Services

Fisher Associates proposes a workshop that will include both a presentation, as well as a hands-on session where participants will be able to apply the principles discussed. The presentation will outline the key principles of good neighborhood design that accommodates all ages. Participants will then be supplied with materials necessary for them to put these ideas to use in a step-by-step process.

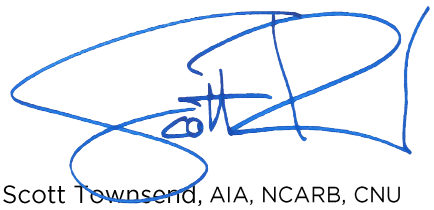
Fee for Services and Basis of Billings

Billings for the above scope of work will be based on a lump sum fee of **$2,300**. This cost estimate is based on the anticipated scope of work outlined above, which represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized, however, that unforeseen conditions that may become evident during the course of the project may alter the effort required. If this occurs, revisions to the budget may be necessary. You, as our client, will be notified immediately of any conditions requiring a change in the scope of work and budget. Fisher Associates will not undertake any additional work without your prior written consent.

We appreciate the opportunity to submit our proposal and are looking forward to working with you on this project.

Sincerely,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.



Scott Townsend, AIA, NCARB, CNU
Director of Housing & Community Design

Adam Bonosky, AIA, AICP, CNU-a
Senior Community Designer

Project Number: 260198-00

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") is made between **Cornell Cooperative Extension of Onondaga County** (hereinafter **"Contractor"),** located at 6505 Co1lamer Road, East Syracuse, NY, 13057, and the Town of Manlius (hereinafter **"Town"),** 301 Brooklea Drive, Fayetteville NY 13066.

RECITALS

A. Town desires that Contractor perform certain work hereinafter described and is willing to provide funds to sponsor such work;

B. Contractor is willing to perform such work;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and agree as follows:

1. EFFECTIVE DATE

This Agreement shall be effective as of the date this Agreement is fully executed (the "Effective Date").

2. WORK

2.1 The Contractor will perform the following work: support the implementation of the Community Forestry Management Plan (CFMP) by assisting with tree planting projects, including helping select planting locations, planting demonstrations and working with the Town Highway Department on outreach. The Contractor will also conduct additional outreach and educational activities and assist with Town Arbor Day events—including Fish Stock and Earth Fest—and other tree-related programs organized by the Town Tree Commission.

2.1 The period of performance for the Work shall be from 4/25/2026 – 4/25/2027.

3. ALLOWABLE COSTS & PAYMENT

3.1 Town shall provide funding of allowable costs not to exceed $4,000.00 over the term of this agreement, as reflected in the **Contractor's Budget, Attachment B.**

Contractor shall retain all original receipts. All invoices shall be submitted using Contractor's standard invoice, but at a minimum shall include description of expenses as per the Scope of Work. Town shall pay Contractor within thirty (30) days of receipt of invoice.

Checks shall be made payable to Contractor and sent to: **CCE Onondaga** **Attn: Erica Butchko, Finance Manager** **6505 Collamer Road** **East Syracuse, NY 13057** **315-424-9485, ext. 242** **ejb322@cornell.edu**	

4. CONSULTATION AND REPORTS

4.1 The Project Director and contact for consultation and communications with the Contractor's Program Representative and Finance Manger shall be Ann Oot, or such other person as Town may from time to time designate in writing to Contractor.

4.2 During the term of the A greement, the Project Director may consult informally with Contractor's representatives regarding the project, both personally and by telephone. Access to work carried on in the course of this project shall be made available to the Project Director for review on a reasonable basis.

4.3 The Project Director will oversee matters concerning the technical performance of this subaward. Contractor will provide an Initial Technical Report to the Project Director no later than 30 days following the commencement of the work.

5. RECORDKEEPING, AUDIT, AND INSPECTION OF RECORDS

5.1 Contractor shall maintain books, records, and other compilations of data pertaining to the performance of the provisions and requirements of this agreement to the extent and in such detail as shall properly substantiate claims for payment under this Contract.

6. PUBLICITY

Contractor shall have the right to acknowledge Town support of the work under this Agreement in publications or other media and social media formats.

7. PATENTS, COPYRIGHTS AND TECHNOLOGY RIGHTS

7.1 "Intellectual Property" shall mean individually and collectively all reports, data, information, discoveries, inventions or improvements, whether patentable or not, including deliverable software, if any, which are conceived and first reduced to practice in the performance of the Project. All rights and title to reports, data and Contractor's Intellectual Property shall vest in Contractor.

8. LIABILITY

8.1 Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

8.2 Both parties agree that upon receipt of a notice of claim or action arising out of the activities to be carried out pursuant to the project described in Attachment A, the party receiving such notice will notify the other party promptly.

9. INSURANCE

9.1 Contractor and Town shall provide insurance coverages to each other as outlined on Attachment C attached hereto. C opies of each party's Certificate of Insurance will be provided following full execution of this Agreement.

10. INDEPENDENT CONTRACTOR

10.1 For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

10.2 Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. TERM AND TERMINATION

11.1 This Agreement shall be effective as of the date it is fully executed, retroactive to the start date as described hereinabove, and extend until the end of the period of performance as described hereinabove, unless sooner terminated in accordance with the provisions of this Article 11.

11.2 This Agreement may be terminated by Town upon 30 days written notice to the Contractor.

11.3 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Town shall pay Contractor for all reasonable expenses incurred and non-cancellable commitments as of the effective termination date.

11.4 Any provisions of this Agreement, which by their nature extend beyond termination, shall survive such termination.

12. ATTACHMENTS

B (Budget), and C (Insurance Requirements) are incorporated and made a part of this Agreement for all purposes.

13. GENERAL

13.1 This Agreement constitutes the entire and only agreement between the parties relating to the Work, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. Terms and conditions which may be set forth in any purchase order issued in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

13.2 Any notice required by this Agreement by Articles 2, 8, 10 or 11 shall be given prepaid, first class, certified mail, return receipt requested, addressed to the Administrative Contact in the case of Contractor to:

Cornell Cooperative Extension of Onondaga County

6505 Collamer Road
East Syracuse, NY 13057
Phone: 315-424-9485, ext. 222
ATTN Erica Butchko
ejb322@comell.edu

or in the case of the Town to:

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066
ATTN: Ann Oot
Phone 315-637-3414

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

13.3 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, and all other applicable laws.

13.4 If any provision contained in this Agreement is held invalid, unenforceable or contrary to laws then the validity of the remaining provisions of this Agreement shall remain in full force. In such instance, Parties shall use their best efforts to replace the invalid provision(s) with legally valid provisions having an economic effect as close as possible to the original intent of Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CCE	Town of Manlius
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A - Scope of Work

The Contractor will perform the following work: support the implementation of the Community Forestry Management Plan (CFMP) by assisting with tree planting projects, including helping select planting locations, planting demonstrations and working with the Town Highway Department on outreach. The Contractor will also conduct additional outreach and educational activities and assist with Town Arbor Day events—including Fish Stock and Earth Fest—and other tree-related programs organized by the Town Tree Commission.

ATTACHMENT B-Budget

Budget items	
Salary	$3,225.00
Mileage	$165.00
Indirect Costs	$610.00
Total Budget	$4,000

ATTACHMENT C - Insurance Requirements

The Contractor agrees to procure and maintain at its own expense and without expense to the Town of Manlius, covered by this Agreement, insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering only operations under this Agreement.

The Contractor shall furnish to the Town of Manlius a certificate or certificates showing that it has complied with this Article. The certificate shall list the Town of Manlius as additional insureds, except with respect to workers' compensation and disability coverage. Policy covering the obligations of the successful Contractor in accordance with the provisions of the Workers' Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation and Disability Insurance are as follows:

FORM#	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption- (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: Town of Manlius
as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

1. Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract).

2. Comprehensive Business Automobile Liability Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

3. Contractor shall require that any Contractors hired carry insurance with the same limits and provisions as provided herein.

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

999-Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
999.1.100	Pooled Cash - Investing	6,037,506.39		
999.1.101	Pooled Cash - Checking	13,768.33		
999.1.102	Pooled Cash - Payroll	55,299.45		
999.1.202	M&T Bank US Treasury Bill	17,680,874.14		
			23,787,448.31	
	TOTAL ASSETS			23,787,448.31
				==========
LIABILITIES				
==========				
999.2.630	Due To Other Funds	23,787,448.31		
	TOTAL LIABILITIES		23,787,448.31	
EQUITY				
======				
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			23,787,448.31
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
A00.1.200	Claim on Pooled Cash and CD's	13,947,291.50		
A00.1.210	Petty Cash-Tax	500.00		
A00.1.220	Petty Cash - Court	50.00		
A00.1.230	Petty Cash-Recreation	100.00		
A00.1.250	Taxes Receivable Current	11,508.24		
A00.1.380	Accounts Receivable	15,768.87		
A00.1.480	Prepaid Expenditures	1,757,019.97		
			15,732,238.58	
	TOTAL ASSETS			15,732,238.58
				==========
LIABILITIES				
==========				
A00.2.631	Due to Other Governments	20,756.76		
A00.2.688	Other Liabilities	626,276.68		
A00.2.690	Overpayments and Clearing Acct	(6,204.88)		
A00.2.700	Rec Dept Clearing Acct	48,329.80		
	TOTAL LIABILITIES		689,158.36	
EQUITY				
======				
A00.3.806	Not in Spendable Form	2,141,095.05		
A00.3.913	Committed Fund Balance	(405,835.35)		
A00.3.914	Assigned Approp Fund Balance	675,105.00		
A00.3.915	Assigned Unapp Fund Balance	(46,720.34)		
A00.3.917	Unassigned Fund Balance	(1,077,244.40)		
	TOTAL BEGINNING EQUITY	1,286,399.96		
	TOTAL REVENUE	16,909,874.83		
	TOTAL EXPENSES	3,153,194.57		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	13,756,680.26		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		15,043,080.22	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			15,732,238.58
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

B00-General Fund Part Town

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
B00.1.200	Claim on Pooled Cash and CD's	108,230.62		
B00.1.480	Prepaid Expenditures	17,263.72		
			125,494.34	
	TOTAL ASSETS			125,494.34
				==========
LIABILITIES				
==========				
EQUITY				
======				
B00.3.806	Not in Spendable Form	21,861.06		
B00.3.914	Assigned Approp Fund Balance	(4,901.12)		
B00.3.915	Assigned Unapp Fund Balance	241,496.27		
B00.3.917	Unassigned Fund Balance	(144,451.61)		
	TOTAL BEGINNING EQUITY	114,004.60		
	TOTAL REVENUE	30,419.95		
	TOTAL EXPENSES	18,930.21		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	11,489.74		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		125,494.34	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			125,494.34
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM1-Police Special Revenue

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
CM1.1.200	Claim on Pooled Cash and CD's	(6,275.23)		
CM1.1.201	Police Revenue	5,131.61		
CM1.1.202	Police Reserve - AED/Donations	7,177.21		
CM1.1.203	Police Reserve - Stop DWI	85,062.89		
			91,096.48	
	TOTAL ASSETS			91,096.48
LIABILITIES				
EQUITY				
CM1.3.915	Assigned Unapp Fund Balance	91,501.47		
	TOTAL BEGINNING EQUITY	91,501.47		
	TOTAL REVENUE	308.01		
	TOTAL EXPENSES	713.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(404.99)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		91,096.48	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			91,096.48

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM2-MS4 Flood Water Study

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
CM2.1.201	MS 4	5,192.66		
			5,192.66	
	TOTAL ASSETS			5,192.66
LIABILITIES				
EQUITY				
CM2.3.915	Assigned Unapp Fund Balance	5,176.32		
	TOTAL BEGINNING EQUITY	5,176.32		
	TOTAL REVENUE	16.34		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	16.34		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,192.66	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,192.66

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM3-Sustainable Manlius

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
CM3.1.200	Claim on Pooled Cash	828.91		
CM3.1.201	Publicity Acct-Sustain Manlius	65,668.18		
			66,497.09	
	TOTAL ASSETS			66,497.09
				==========
LIABILITIES				
==========				
EQUITY				
======				
CM3.3.915	Assigned Unapp Fund Balance	66,290.43		
	TOTAL BEGINNING EQUITY	66,290.43		
TOTAL REVENUE		206.66		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	206.66		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		66,497.09	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			66,497.09
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM4-Court Special Revenue

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
CM4.1.201	DWI Arraignments	4,045.11		
			4,045.11	
	TOTAL ASSETS			4,045.11
LIABILITIES				
EQUITY				
CM4.3.915	Assigned Unapp Fund Balance	3,852.52		
	TOTAL BEGINNING EQUITY	3,852.52		
	TOTAL REVENUE	192.59		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	192.59		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		4,045.11	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,045.11

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM5-Parkland Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
CM5.1.201	Parkland Fees	50,687.12		
			50,687.12	
	TOTAL ASSETS			50,687.12
LIABILITIES				
EQUITY				
CM5.3.915	Assigned Unapp Fund Balance	50,527.60		
	TOTAL BEGINNING EQUITY	50,527.60		
	TOTAL REVENUE	159.52		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	159.52		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		50,687.12	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			50,687.12

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

CM6-Watershed Stewards

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
CM6.1.200	Claim on Pooled Cash and CD's	0.01		
CM6.1.201	Watershed Stewards	25.00		
			25.01	
	TOTAL ASSETS			25.01
				==========
LIABILITIES				
==========				
EQUITY				
======				
CM6.3.915	Assigned Unapp Fund Balance	25.01		
	TOTAL BEGINNING EQUITY	25.01		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		25.01	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			25.01
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

DA0-Highway Fund Townwide

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
DA0.1.200	Claim on Pooled Cash and CD's	3,448,784.48		
DA0.1.231	Savings - Salt Storage Reserve	75,000.00		
DA0.1.480	Prepaid Expenses	103,389.17		
			3,627,173.65	
	TOTAL ASSETS			3,627,173.65
				==========
LIABILITIES				
==========				
EQUITY				
======				
DA0.3.806	Not in Spendable Form	128,762.35		
DA0.3.878	Capital Reserve Balance	75,000.00		
DA0.3.914	Assigned Approp Fund Balance	400,000.00		
DA0.3.915	Assigned Unapp Fund Balance	1,158,505.31		
	TOTAL BEGINNING EQUITY	1,762,267.66		
	TOTAL REVENUE	2,513,141.54		
	TOTAL EXPENSES	648,235.55		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,864,905.99		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,627,173.65	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,627,173.65
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

DB0-Highway -Part Town

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
DB0.1.200	Claim on Pooled Cash and CD's	3,185,432.61		
DB0.1.480	Prepaid Expenses	129,765.59		
			3,315,198.20	
	TOTAL ASSETS			3,315,198.20
				==========
LIABILITIES				
==========		----------	----------	
EQUITY				
======				
DB0.3.806	Not in Spendable Form	133,678.93		
DB0.3.914	Assigned Approp Fund Balance	50,000.00		
DB0.3.915	Assigned Unapp Fund Balance	1,101,963.01		
	TOTAL BEGINNING EQUITY	1,285,641.94		
	TOTAL REVENUE	2,057,887.92		
	TOTAL EXPENSES	28,331.66		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	2,029,556.26		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		3,315,198.20	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,315,198.20
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

HA0-Landfill Capital Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
HA0.1.201	Landfill - Capital Outlay Cash	27,412.89		
			27,412.89	
	TOTAL ASSETS			27,412.89
				==========
LIABILITIES				
==========				
EQUITY				
======				
HA0.3.915	Assigned Unapp Fund Balance	27,326.63		
	TOTAL BEGINNING EQUITY	27,326.63		
	TOTAL REVENUE	86.26		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	86.26		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		27,412.89	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			27,412.89
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SD1-Consolidated Drainage #1

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SD1.1.200	Claim on Pooled Cash and CD's	257,311.02		
			257,311.02	
	TOTAL ASSETS			257,311.02
LIABILITIES				
EQUITY				
SD1.3.915	Assigned Unapp Fund Balance	96,969.73		
	TOTAL BEGINNING EQUITY	96,969.73		
	TOTAL REVENUE	160,341.29		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	160,341.29		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		257,311.02	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			257,311.02

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SD2-Donsolidated Drainage #2

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SD2.1.200	Claim on Pooled Cash and CD's	638,538.08		
			638,538.08	
	TOTAL ASSETS			638,538.08
LIABILITIES				
EQUITY				
SD2.3.915	Assigned Unapp Fund Balance	571,371.39		
	TOTAL BEGINNING EQUITY	571,371.39		
	TOTAL REVENUE	70,638.32		
	TOTAL EXPENSES	3,471.63		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	67,166.69		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		638,538.08	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			638,538.08

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SD3-Consolidated Drainage #3

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SD3.1.200	Claim on Pooled Cash and CD's	716,601.45		
			716,601.45	
	TOTAL ASSETS			716,601.45
LIABILITIES				
EQUITY				
SD3.3.915	Assigned Unapp Fund Balance	641,598.03		
	TOTAL BEGINNING EQUITY	641,598.03		
	TOTAL REVENUE	75,003.42		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	75,003.42		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		716,601.45	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			716,601.45

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SF1-Fayetteville Fire Protect

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SF1.1.200	Claim on Pooled Cash and CD's	6,414.56		
			6,414.56	
	TOTAL ASSETS			6,414.56
LIABILITIES				
EQUITY				
SF1.3.915	Assigned Unapp Fund Balance	4,943.33		
	TOTAL BEGINNING EQUITY	4,943.33		
	TOTAL REVENUE	2,481,498.23		
	TOTAL EXPENSES	2,480,027.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,471.23		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		6,414.56	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,414.56

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SF2-Manlius Fire Proctection

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
SF2.1.200	Claim on Pooled Cash and CD's	12,118.37		
			12,118.37	
	TOTAL ASSETS			12,118.37
				==========
LIABILITIES				
==========				
EQUITY				
======				
SF2.3.915	Assigned Unapp Fund Balance	11,079.47		
	TOTAL BEGINNING EQUITY	11,079.47		
	TOTAL REVENUE	2,184,467.64		
	TOTAL EXPENSES	2,183,428.74		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,038.90		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		12,118.37	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			12,118.37
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SF3-Minoa Fire Protection

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SF3.1.200	Claim on Pooled Cash and CD's	4,331.97		
			4,331.97	
	TOTAL ASSETS			4,331.97
LIABILITIES				
EQUITY				
SF3.3.915	Assigned Unapp Fund Balance	3,483.53		
	TOTAL BEGINNING EQUITY	3,483.53		
	TOTAL REVENUE	1,428,836.44		
	TOTAL EXPENSES	1,427,988.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	848.44		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		4,331.97	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,331.97

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SF4-Kirkville Fire Department

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SF4.1.200	Claim on Pooled Cash and CD's	181.99		
			181.99	
	TOTAL ASSETS			181.99
LIABILITIES				
EQUITY				
SF4.3.915	Assigned Unapp Fund Balance	258.94		
	TOTAL BEGINNING EQUITY	258.94		
	TOTAL REVENUE	257,371.05		
	TOTAL EXPENSES	257,448.00		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(76.95)		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		181.99	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			181.99

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SL1-Overhead Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SL1.1.200	Claim on Pooled Cash and CD's	22,908.72		
			22,908.72	
	TOTAL ASSETS			22,908.72
LIABILITIES				
EQUITY				
SL1.3.915	Assigned Unapp Fund Balance	10,062.66		
	TOTAL BEGINNING EQUITY	10,062.66		
	TOTAL REVENUE	17,441.96		
	TOTAL EXPENSES	4,595.90		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	12,846.06		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		22,908.72	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			22,908.72

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SL2-Underground Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SL2.1.200	Claim on Pooled Cash and CD's	29,111.41		
			29,111.41	
	TOTAL ASSETS			29,111.41
LIABILITIES				
EQUITY				
SL2.3.915	Assigned Unapp Fund Balance	10,552.96		
	TOTAL BEGINNING EQUITY	10,552.96		
	TOTAL REVENUE	25,357.96		
	TOTAL EXPENSES	6,799.51		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	18,558.45		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		29,111.41	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			29,111.41

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SL3-Entry Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SL3.1.200	Claim on Pooled Cash and CD's	5,324.05		
			5,324.05	
	TOTAL ASSETS			5,324.05
LIABILITIES				
EQUITY				
SL3.3.915	Assigned Unapp Fund Balance	4,918.60		
	TOTAL BEGINNING EQUITY	4,918.60		
	TOTAL REVENUE	733.11		
	TOTAL EXPENSES	327.66		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	405.45		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,324.05	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,324.05

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SL4-Garden Park Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SL4.1.200	Claim on Pooled Cash and CD's	6,655.03		
			6,655.03	
	TOTAL ASSETS			6,655.03
LIABILITIES				
EQUITY				
SL4.3.915	Assigned Unapp Fund Balance	1,076.48		
	TOTAL BEGINNING EQUITY	1,076.48		
	TOTAL REVENUE	7,465.22		
	TOTAL EXPENSES	1,886.67		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	5,578.55		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		6,655.03	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,655.03

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SL5-Ratnour Bridge Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SL5.1.200	Claim on Pooled Cash and CD's	46,486.29		
			46,486.29	
	TOTAL ASSETS			46,486.29
LIABILITIES				
EQUITY				
SL5.3.915	Assigned Unapp Fund Balance	27,544.26		
	TOTAL BEGINNING EQUITY	27,544.26		
	TOTAL REVENUE	25,876.09		
	TOTAL EXPENSES	6,934.06		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	18,942.03		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		46,486.29	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			46,486.29

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SR1-Manlius Res Trash Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SR1.1.200	Claim on Pooled Cash and CD's	2,195,605.95		
			2,195,605.95	
	TOTAL ASSETS			2,195,605.95
LIABILITIES				
EQUITY				
SR1.3.915	Assigned Unapp Fund Balance	76,324.61		
	TOTAL BEGINNING EQUITY	76,324.61		
	TOTAL REVENUE	2,547,353.95		
	TOTAL EXPENSES	428,072.61		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	2,119,281.34		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		2,195,605.95	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,195,605.95

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SR2-Manlius Res Brush Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SR2.1.200	Claim on Pooled Cash and CD's	302,251.28		
			302,251.28	
	TOTAL ASSETS			302,251.28
LIABILITIES				
EQUITY				
SR2.3.915	Assigned Unapp Fund Balance	27,612.47		
	TOTAL BEGINNING EQUITY	27,612.47		
	TOTAL REVENUE	330,911.31		
	TOTAL EXPENSES	56,272.50		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	274,638.81		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		302,251.28	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			302,251.28

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SS2-Thompson Sewer District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SS2.1.200	Claim on Pooled Cash and CD's	27,553.28		
			27,553.28	
	TOTAL ASSETS			27,553.28
LIABILITIES				
EQUITY				
SS2.3.915	Assigned Unapp Fund Balance	6,228.75		
	TOTAL BEGINNING EQUITY	6,228.75		
	TOTAL REVENUE	21,324.53		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	21,324.53		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		27,553.28	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			27,553.28

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SS3-Megnin Farms Sewer

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SS3.1.200	Claim on Pooled Cash and CD's	427.20		
			427.20	
	TOTAL ASSETS			427.20
LIABILITIES				
EQUITY				
SS3.3.915	Assigned Unapp Fund Balance	383.64		
	TOTAL BEGINNING EQUITY	383.64		
	TOTAL REVENUE	84,800.90		
	TOTAL EXPENSES	84,757.34		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	43.56		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		427.20	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			427.20

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SW1-Manlius Con Water Supply

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SW1.1.200	Claim on Pooled Cash and CD's	38,814.42		
			38,814.42	
	TOTAL ASSETS			38,814.42
LIABILITIES				
EQUITY				
SW1.3.915	Assigned Unapp Fund Balance	38,762.36		
	TOTAL BEGINNING EQUITY	38,762.36		
	TOTAL REVENUE	52.06		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	52.06		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		38,814.42	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			38,814.42

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SW2-Manlius Con Water Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SW2.1.200	Claim on Pooled Cash and CD's	66,310.22		
			66,310.22	
	TOTAL ASSETS			66,310.22
LIABILITIES				
EQUITY				
SW2.3.915	Assigned Unapp Fund Balance	9,659.25		
	TOTAL BEGINNING EQUITY	9,659.25		
	TOTAL REVENUE	56,650.97		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	56,650.97		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		66,310.22	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			66,310.22

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SW3-Skyridge Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
SW3.1.200	Claim on Pooled Cash and CD's	(1,920,928.54)	
			(1,920,928.54)
	TOTAL ASSETS		(1,920,928.54)
LIABILITIES			
EQUITY			
SW3.3.915	Assigned Unapp Fund Balance	(1,577,285.61)	
	TOTAL BEGINNING EQUITY	(1,577,285.61)	
	TOTAL REVENUE	27,561.31	
	TOTAL EXPENSES	371,204.24	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(343,642.93)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(1,920,928.54)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(1,920,928.54)

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

SW4-Highbridge Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
SW4.1.200	Claim on Pooled Cash and CD's	22,126.08		
			22,126.08	
	TOTAL ASSETS			22,126.08
LIABILITIES				
EQUITY				
SW4.3.909	Unappropriated Fund Balance	19,673.30		
	TOTAL BEGINNING EQUITY	19,673.30		
	TOTAL REVENUE	2,452.78		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	2,452.78		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		22,126.08	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			22,126.08

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

TA1-Trust & Agency - Payroll

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
TA1.1.200	Claim on Pooled Cash and CD's	520,199.35		
			520,199.35	
	TOTAL ASSETS			520,199.35
LIABILITIES				
TA1.2.180	NYS Retirement	15,800.06		
TA1.2.190	Disability Insurance	33,973.55		
TA1.2.200	Health Insurance	456,187.85		
TA1.2.250	Alfac Insurance	143.63		
TA1.2.270	Colonial Supplmt Insurance	(4,963.10)		
TA1.2.280	Flexible Spending	(1,508.10)		
TA1.2.290	Guardian Life Insurance	(6,213.86)		
	TOTAL LIABILITIES		493,420.03	
EQUITY				
TA1.3.915	Assigned Unapp Fund Balance	26,779.32		
	TOTAL BEGINNING EQUITY	26,779.32		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		26,779.32	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			520,199.35

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

TA2-Trust & Agency - Other

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
======				
TA2.1.200	Claim on Pooled Cash and CD's	100,451.13		
TA2.1.201	Escrow - Misc. Deposits	177,645.75		
TA2.1.205	Currency Property	42,230.13		
TA2.1.206	M&T - Solar Deposits	328,353.25		
			648,680.26	
	TOTAL ASSETS			648,680.26
				==========
LIABILITIES				
==========				
TA2.2.310	Street Opening Deposits	30,052.34		
TA2.2.320	Bid Deposits	53,290.00		
TA2.2.350	Unclaimed Bail Deposits	16,451.87		
TA2.2.360	Currency Property Liability	42,230.13		
TA2.2.400	Solar Deposits	300,823.50		
TA2.2.851	Engineering Deposits	128,628.87		
	TOTAL LIABILITIES		571,476.71	
EQUITY				
======				
TA2.3.915	Assigned Unapp Fund Balance	75,652.99		
	TOTAL BEGINNING EQUITY	75,652.99		
TOTAL REVENUE		1,550.56		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,550.56		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		77,203.55	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			648,680.26
				==========

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

W -Long Term Debt

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
W.1.129	Total Non-Current Govt Liab	7,581,088.00		
			7,581,088.00	
	TOTAL ASSETS			7,581,088.00
LIABILITIES				
W.2.628	Bonds Payable	(60,000.00)		
W.2.638	Net Pension Liability	7,641,088.00		
	TOTAL LIABILITIES		7,581,088.00	
EQUITY				
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			7,581,088.00

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

W80-Schepp Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
W80.1.200	Claim on Pooled Cash and CD's	(676.90)	
			(676.90)
	TOTAL ASSETS		(676.90)
LIABILITIES			
EQUITY			
W80.3.915	Assigned Unapp Fund Balance	(755.92)	
	TOTAL BEGINNING EQUITY	(755.92)	
	TOTAL REVENUE	79.02	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	79.02	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(676.90)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		(676.90)

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2026

W90-Watervale Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE		
ASSETS				
W90.1.200	Claim on Pooled Cash and CD's	5,039.00		
			5,039.00	
	TOTAL ASSETS			5,039.00
LIABILITIES				
EQUITY				
W90.3.915	Assigned Unapp Fund Balance	5,032.23		
	TOTAL BEGINNING EQUITY	5,032.23		
	TOTAL REVENUE	6.77		
	TOTAL REVENUE OVER/(UNDER) EXPENSES	6.77		
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		5,039.00	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			5,039.00

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

999-Pooled Cash

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
SUBSIDIARY REVENUE							

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

999-Pooled Cash

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

REVENUES		2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX								
A00.4.1001	Real Property Taxes	9,058,534.26	11,208,652.22	13,330,087.33	13,333,381.89			
A00.4.1081	Other Payments in Lieu of	16,477.73	24,253.30	32,906.90	20,102.39			
A00.4.1090	Penalties & Interest	90,127.71	92,815.77	80,000.00	0.00			
TOTAL REAL PROPERTY TAX		9,165,139.70	11,325,721.29	13,442,994.23	13,353,484.28			
NON-PROPERTY TAX								
A00.4.1170	Franchise Fees	302,326.48	280,701.40	370,420.86	256,814.93			
TOTAL NON-PROPERTY TAX		302,326.48	280,701.40	370,420.86	256,814.93			
GENERAL GOVERNMENT								
A00.4.1255	Clerk Fees	5,435.86	6,234.69	4,600.00	688.36			
A00.4.1256	Higway Agreements	0.00	700.00	0.00	0.00			
TOTAL GENERAL GOVERNMENT		5,435.86	6,934.69	4,600.00	688.36			
POLICE-SPECIAL ITEMS								
A00.4.1520	Police Fees	0.00	0.00	1,190.00	1,610.00			
A00.4.1550	Dog Control Fees	(340.67)	0.00	0.00	0.00			
A00.4.1590	OMFU Mutual Aid	0.00	0.00	1,568.00	0.00			
A00.4.1591	Misc. Race Reimbursement	0.00	0.00	1,046.00	0.00			
A00.4.1593	Stop DWI	8,267.95	0.00	5,125.00	0.00			
TOTAL POLICE-SPECIAL ITEMS		7,927.28	0.00	8,929.00	1,610.00			
RECREATION REVENUE								
A00.4.2001	Park & Rec Charges	82,609.38	109,098.20	90,000.00	8,225.00			
TOTAL RECREATION REVENUE		82,609.38	109,098.20	90,000.00	8,225.00			
PUBLIC SAFETY								
A00.4.2260	Public Safety Services	1,150,344.89	1,170,067.28	1,258,153.78	224,695.76			
TOTAL PUBLIC SAFETY		1,150,344.89	1,170,067.28	1,258,153.78	224,695.76			
Onondaga County								
A00.4.2350	Youth Services-Recreation	0.00	5,268.00	2,634.00	0.00			
A00.4.2351	Stormwater Project-Perry	0.00	8,670.55	0.00	0.00			
A00.4.2352	Quarry Commission	0.00	0.00	10,000.00	0.00			
A00.4.2353	Cannabis Tax	0.00	26,798.80	20,000.00	10,502.10			
TOTAL Onondaga County		0.00	40,737.35	32,634.00	10,502.10			
USE OF MONEY & PROPERTY								
A00.4.2401	Earned Interest	317,490.75	321,545.58	276,000.00	34,971.66			
TOTAL USE OF MONEY & PROPERTY		317,490.75	321,545.58	276,000.00	34,971.66			
RENTAL & REAL PROPERTY								

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

REVENUES		2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
LICENSES & PERMITS								
A00.4.2530	Games of Change - License	1,176.46	5,415.73	200.00	20.00			
A00.4.2544	Dog License	16,644.00	14,217.00	16,000.00	2,142.00			
TOTAL LICENSES & PERMITS		17,820.46	19,632.73	16,200.00	2,162.00			
FINES & FORFEITURES								
A00.4.2610	Fines/Forfeited Bail	103,168.02	96,898.94	95,000.00	21,271.25			
TOTAL FINES & FORFEITURES		103,168.02	96,898.94	95,000.00	21,271.25			
SALE OF PROP/COMP F/LOSS								
A00.4.2655	Minor Sales	119.75	490.66	250.00	7.25			
A00.4.2665	Sale of Equipment	10,180.50	5,501.00	21,830.01	6,829.02			
A00.4.2680	Insurance Recoveries	1,000.00	0.00	1,088.00	0.00			
TOTAL SALE OF PROP/COMP F/LOSS		11,300.25	5,991.66	23,168.01	6,836.27			
MISCELLANEOUS								
A00.4.2700	Medicare Part D Reimburse	22,339.90	0.00	0.00	0.00			
A00.4.2701	Refunds of Prior Year Exp	77.01	0.00	0.00	0.00			
A00.4.2702	Solar Lease Payments	14,977.75	58,915.00	16,979.00	4,161.50			
A00.4.2703	Age Friendly Donations	0.00	0.00	0.00	500.00			
A00.4.2706.315	Tree Commission	0.00	0.00	75,000.00	75,000.00			
A00.4.2770	Unclassified Revenue	8,140.10	7,073.59	9,557.85	6,086.17			
TOTAL MISCELLANEOUS		45,534.76	65,988.59	101,536.85	85,747.67			
STATE AID								
A00.4.3001	Assessment Mgt Aid AIM	111,763.00	111,763.00	111,763.00	0.00			
A00.4.3002	TMA Aid-Temp Municipal Ai	7,818.00	7,818.00	7,818.00	0.00			
A00.4.3005	Mortgage Tax	753,449.66	755,338.54	600,000.00	0.00			
A00.4.3389.302	Traffic Safety Grant	24,037.13	21,340.74	20,806.00	850.00			
A00.4.3389.303	Bullet Proof Vest Partner	3,822.20	6,968.15	6,165.00	0.00			
A00.4.3389.308	JCAP Court Security Grant	0.00	2,822.00	0.00	0.00			
A00.4.3389.310	SLETPP Grant	10,737.00	21,990.83	0.00	0.00			
A00.4.3389.314	DASNY Grant Award	49,673.88	326.00	0.00	0.00			
A00.4.3389.408	NYS DEC EV Charging Stati	21,286.40	0.00	0.00	0.00			
A00.4.3389.411	NYSERDA Grant	30,000.00	107,500.00	15,000.00	0.00			
A00.4.3389.447	Grant Funded Revenue	146,000.00	0.00	0.00	0.00			
A00.4.3820	Youth Programs, PD	0.00	6,566.00	3,283.00	0.00			
TOTAL STATE AID		1,158,587.27	1,042,433.26	764,835.00	850.00			
FEDERAL AID								
A00.4.4089	Coronavirus Local Fiscal	502,625.81	492,047.90	0.00	0.00			
TOTAL FEDERAL AID		502,625.81	492,047.90	0.00	0.00			
BAN FUNDS								
A00.4.5000	Highway BAN	0.00	2,126,339.45	2,902,015.55	2,902,015.55			
TOTAL BAN FUNDS		0.00	2,126,339.45	2,902,015.55	2,902,015.55			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
SUBSIDIARY REVENUE							
TOTAL REVENUES	12,870,310.91	17,104,138.32	19,386,487.28	16,909,874.83			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVED BUDGET
Town Board							
A00.5.1010.100 Personal Services	83,226.92	90,888.33	93,150.00	17,350.80			
A00.5.1010.400 Contractual	5,000.00	139,324.42	27,500.00	(30,200.00)			
A00.5.1010.401 Architectural	44,502.40	45,180.80	0.00	0.00			
A00.5.1010.402 Seminars/Conference	4,514.60	4,694.77	7,800.00	720.91			
A00.5.1010.403 Museum	8,000.00	8,000.00	8,000.00	0.00			
TOTAL Town Board	145,243.92	288,088.32	136,450.00	(12,128.29)			
Justices							
A00.5.1110.100 Personal Services	232,271.51	244,482.90	256,840.00	33,233.24			
A00.5.1110.102 Longevity Pay	0.00	0.00	4,000.00	4,000.00			
A00.5.1110.400 Contractual	0.00	5,960.00	0.00	0.00			
A00.5.1110.401 Office Supplies	3,415.71	1,212.95	3,500.00	52.78			
A00.5.1110.402 Seminars/Conferences	(79.80)	0.00	0.00	0.00			
A00.5.1110.403 Association Dues	185.00	135.00	300.00	260.00			
A00.5.1110.404 Books/Publications	0.00	0.00	500.00	0.00			
TOTAL Justices	235,792.42	251,790.85	265,140.00	37,546.02			
Supervisor							
A00.5.1220.100 Personal Services	252,716.81	312,541.98	321,442.00	49,452.68			
A00.5.1220.102 Longevity Pay	0.00	0.00	4,000.00	4,000.00			
A00.5.1220.200 Equipment	0.00	1,029.42	0.00	0.00			
A00.5.1220.400 Contractual	2,485.96	139.78	5,000.00	37.45			
A00.5.1220.401 Office Supplies	4,264.97	3,344.56	5,000.00	290.23			
A00.5.1220.402 Seminars/Conference	6,499.92	10,896.37	7,500.00	765.00			
A00.5.1220.403 Association Dues	1,969.00	2,709.00	2,940.00	2,652.00			
A00.5.1220.404 Supervisor - Books/Public	50.00	0.00	0.00	0.00			
A00.5.1220.405 Information Technology	21,927.01	0.00	0.00	0.00			
A00.5.1220.406 Investment Fees	2,250.00	3,000.00	5,000.00	0.00			
A00.5.1220.480 Payroll	45,977.84	51,565.54	50,000.00	13,279.51			
TOTAL Supervisor	338,141.51	385,226.65	400,882.00	70,476.87			
Receiver of Taxes							
A00.5.1330.100 Personal Services	101,769.00	94,315.71	108,374.40	15,252.90			
A00.5.1330.102 Longevity Pay	0.00	0.00	3,000.00	1,500.00			
A00.5.1330.200 Equipment	583.96	250.00	850.00	(250.00)			
A00.5.1330.400 Contractual	1,800.27	449.88	712.00	(190.01)			
A00.5.1330.401 Office Supplies	2,228.61	2,142.01	3,524.00	108.20			
A00.5.1330.402 Seminars/Conferences	804.84	925.71	1,315.00	20.00			
A00.5.1330.403 Association Dues	55.00	55.00	80.00	80.00			
A00.5.1330.405 Information Technology	3,000.00	3,000.00	3,200.00	1,600.00			
A00.5.1330.408 Printing/Advertising	96.50	105.53	120.00	50.44			
TOTAL Receiver of Taxes	110,338.18	101,243.84	121,175.40	18,171.53			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Assessors							
A00.5.1355.100 Personal Services	286,999.84	289,780.00	241,600.00	27,929.17			
A00.5.1355.102 Longevity Pay	0.00	0.00	5,000.00	5,000.00			
A00.5.1355.200 Equipment	0.00	500.00	0.00	(500.00)			
A00.5.1355.400 Contractual	3,537.63	1,866.01	34,833.33	(565.00)			
A00.5.1355.401 Office Supplies	547.57	2,000.00	600.00	(1,571.07)			
A00.5.1355.402 Seminars/Conferences	1,915.66	6,900.00	6,900.00	(2,502.32)			
A00.5.1355.403 Association Dues	942.00	1,112.00	800.00	867.00			
A00.5.1355.405 Information Technology	2,470.00	3,150.00	2,500.00	(680.00)			
A00.5.1355.408 Notices/Printing/Advertis	28,786.00	28,970.00	29,000.00	0.00			
TOTAL Assessors	325,198.70	334,278.01	321,233.33	27,977.78			
Board of Assessmnt Review							
A00.5.1356.100 Personal Services	6,843.40	10,853.65	15,920.00	0.00			
TOTAL Board of Assessmnt Review	6,843.40	10,853.65	15,920.00	0.00			
Town Clerk							
A00.5.1410.100 Personal Services	181,766.10	169,658.00	200,455.00	13,062.64			
A00.5.1410.102 Longevity Pay	0.00	0.00	5,000.00	4,400.00			
A00.5.1410.400 Contractual	77.00	145.20	0.00	0.00			
A00.5.1410.401 Office Supplies	2,825.00	3,266.30	2,580.06	136.15			
A00.5.1410.402 Seminars/Conferences	4,382.66	0.00	6,040.00	0.00			
A00.5.1410.403 Association Dues	390.00	160.62	330.00	0.00			
A00.5.1410.404 Books/Publications	10.00	0.00	70.00	0.00			
A00.5.1410.405 Information Technology	3,073.69	3,565.89	3,830.00	0.00			
A00.5.1410.408 Printing/Advertising	1,919.34	1,851.02	3,000.00	184.11			
A00.5.1410.418 Filing Fees	79.99	0.00	100.00	0.00			
TOTAL Town Clerk	194,523.78	178,647.03	221,405.06	17,782.90			
Attorney							
A00.5.1420.420 PBA Contractual	0.00	0.00	5,000.00	0.00			
A00.5.1420.481 Litigation	38,004.95	13,215.00	15,000.00	0.00			
A00.5.1420.482 Employment Matters	15,388.50	3,070.00	5,000.00	0.00			
A00.5.1420.483 Town Board	118,358.41	123,047.14	100,000.00	5,714.50			
TOTAL Attorney	171,751.86	139,332.14	125,000.00	5,714.50			
Engineer							
A00.5.1440.400 Contractual	0.00	66,079.50	120,000.00	37,673.90			
A00.5.1440.440 Quarry Commission	0.00	0.00	10,000.00	0.00			
A00.5.1440.450 Contractual Services	20,000.00	27,717.74	30,000.00	3,932.00			
TOTAL Engineer	20,000.00	93,797.24	160,000.00	41,605.90			
Records Management							
A00.5.1460.200 Equipment	2,532.38	0.00	0.00	0.00			
A00.5.1460.400 Contractual	44,784.44	33,672.77	27,125.00	1,768.37			
A00.5.1460.405 Information Technology	10,321.08	10,785.78	15,844.12	4,397.40			
TOTAL Records Management	57,637.90	44,458.55	42,969.12	6,165.77			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Buildings							
A00.5.1620.100 Personal Services	19,427.00	19,273.42	24,960.00	3,112.00			
A00.5.1620.200 Equipment	49,353.74	786.96	5,000.00	0.00			
A00.5.1620.400 Contractual	11,287.12	10,835.08	7,224.68	3,098.62			
A00.5.1620.405 Information Technology	249,254.43	513,536.93	445,048.83	123,178.96			
A00.5.1620.420 Gas/Electric	19,161.69	21,375.33	27,000.00	725.14			
A00.5.1620.421 Phone	16,908.96	14,621.07	16,000.00	2,353.38			
A00.5.1620.422 Water	1,278.20	1,600.00	1,300.00	0.00			
A00.5.1620.423 Security Service	3,258.53	286.03	1,000.00	33.95			
A00.5.1620.424 Internet	2,739.00	2,810.63	3,000.00	235.12			
A00.5.1620.430 Cleaning	16,596.25	21,002.75	17,160.00	3,103.00			
A00.5.1620.431 Landscaping	6,040.00	6,600.00	7,480.00	0.00			
A00.5.1620.440 Repairs	14,466.57	146,325.50	3,820.00	5,730.00			
A00.5.1620.446 Buildings - Maintenance C	0.00	0.00	123,180.00	0.00			
A00.5.1620.450 Pest Control	778.30	852.81	1,000.00	154.11			
A00.5.1620.485 Snow Removal	2,200.00	2,880.00	3,000.00	0.00			
TOTAL Buildings	412,749.79	762,786.51	686,173.51	141,724.28			
Central Garage							
A00.5.1640.200 Equipment	0.00	51,276.50	0.00	0.00			
A00.5.1640.400 Contractual	0.00	638.95	1,000.00	0.00			
A00.5.1640.410 Gasoline	120,672.36	109,116.40	106,000.00	24,096.47			
A00.5.1640.411 Town Vehicle Maintenance	1,584.41	1,321.25	2,500.00	0.00			
A00.5.1640.412 EV	0.00	269.83	1,000.00	8.66			
TOTAL Central Garage	122,256.77	162,622.93	110,500.00	24,105.13			
Central Printing							
A00.5.1670.401 Office Supplies	17,009.98	14,151.17	11,000.00	1,164.41			
A00.5.1670.404 Books/Publications	1,195.00	1,195.00	1,200.00	0.00			
A00.5.1670.407 Copier Lease	6,800.00	6,013.00	5,600.00	472.50			
A00.5.1670.408 Postage Meter	2,000.00	4,439.84	4,000.00	0.00			
A00.5.1670.409 Postage	37,500.00	41,840.00	34,000.00	8,000.00			
TOTAL Central Printing	64,504.98	67,639.01	55,800.00	9,636.91			
Special Items							
A00.5.1910.400 Unallocated Insurance	80,384.92	521,362.04	542,335.00	88,571.58			
A00.5.1930.400 Judgments & Claims	24,638.96	23,682.66	24,998.58	13,150.00			
A00.5.1950.400 Taxes on Town Property	915.10	983.82	1,001.42	1,001.42			
TOTAL Special Items	105,938.98	546,028.52	568,335.00	102,723.00			
Police							
A00.5.3120.100 Personal Services	3,956,037.19	4,345,466.23	5,219,644.00	672,564.55			
A00.5.3120.101 Overtime Pay	295,821.66	530,928.09	444,883.29	(79,800.17)			
A00.5.3120.102 Longevity Pay	65,598.20	81,980.02	98,913.00	7,000.00			
A00.5.3120.103 Holiday Pay	207,861.80	245,541.30	249,714.30	(20,561.00)			
A00.5.3120.104 Training Days	89,966.16	135,992.00	134,461.68	91,747.08			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
A00.5.3120.105 Sick Time Buy Back	86,663.46	188,878.00	154,188.15	45,148.42			
A00.5.3120.106 Command Pay	11,031.56	67,147.27	(10,920.72)	(12,463.87)			
A00.5.3120.107 Incentive Pay	29,791.81	74,472.28	125,044.59	86,533.84			
A00.5.3120.108 Clothing Allowance	4,020.00	4,640.00	5,760.00	2,320.00			
A00.5.3120.109 Secretary to Committee	0.00	0.00	600.00	0.00			
A00.5.3120.110 Transfer Bonus	0.00	8,927.36	9,072.64	(927.36)			
A00.5.3120.200 Equipment	524,222.14	60,379.08	0.00	(350.00)			
A00.5.3120.201 Non-Vehicle Equipment	43,464.00	29,253.79	7,600.00	0.00			
A00.5.3120.400 Contractual	31,465.21	30,550.76	32,725.00	5,101.85			
A00.5.3120.401 Office Supplies	11,237.04	11,533.01	11,500.00	385.55			
A00.5.3120.402 Seminars/Conferences	35,483.57	48,660.02	45,650.00	5,456.66			
A00.5.3120.403 Association Dues	2,140.00	2,420.00	2,330.00	600.00			
A00.5.3120.404 Books/Publications	7,875.74	6,155.10	6,660.00	378.00			
A00.5.3120.405 Information Tech/Electron	10,554.09	12,832.25	8,000.00	0.00			
A00.5.3120.406 SPO Uniforms/Train/Equipm	13,126.38	6,795.31	15,000.00	3,890.25			
A00.5.3120.407 Cadet Post	668.66	290.10	3,200.00	0.00			
A00.5.3120.409 Postage	558.21	917.17	452.00	50.81			
A00.5.3120.412 Vehicle Repair	121,293.92	27,940.91	54,152.37	7,259.71			
A00.5.3120.421 Phone	22,818.06	22,352.35	28,440.00	3,337.03			
A00.5.3120.423 Security Service	360.00	360.00	360.00	60.00			
A00.5.3120.424 Building Lease	102,078.88	104,120.43	106,203.00	0.00			
A00.5.3120.425 Building Maintenance	23,704.74	2,522.09	15,000.00	0.00			
A00.5.3120.430 Cleaning Supplies	1,946.10	2,714.58	4,000.00	230.26			
A00.5.3120.446 Maintenance Contracts	77,416.21	81,297.70	217,032.34	20,760.75			
A00.5.3120.447 Grant Expenditures	164,221.25	82,362.51	0.00	0.00			
A00.5.3120.448 Uniforms & Cleaning	50,093.38	63,221.74	69,121.00	(1,292.61)			
A00.5.3120.460 Tuition Reimbursement	7,570.52	7,938.99	10,000.00	(3,176.94)			
A00.5.3120.461 Accreditation	37,178.00	28,493.51	38,098.00	9,090.00			
A00.5.3120.462 Community Relations	6,267.13	5,812.74	8,400.00	0.00			
A00.5.3120.463 CPSS	1,779.68	2,914.86	2,000.00	58.00			
A00.5.3120.464 Protection Gear	45,899.44	42,492.48	63,762.00	13,788.54			
A00.5.3120.465 Forensic	32,385.46	17,035.66	40,960.00	2,274.30			
TOTAL Police	6,122,599.65	6,385,339.69	7,222,006.64	859,463.65			
Traffic Control							
A00.5.3310.100 Personal Services	13,630.13	18,024.45	18,914.10	2,758.80			
A00.5.3310.400 Contractual	820.08	54,359.88	3,000.00	28.43			
TOTAL Traffic Control	14,450.21	72,384.33	21,914.10	2,787.23			
Dog Control							
A00.5.3510.400 Contractual	272.00	0.00	0.00	0.00			
A00.5.3510.401 Office Supplies	699.50	327.98	900.00	44.99			
A00.5.3510.450 Contractual Services	36,960.75	32,058.43	40,115.19	39,400.25			
TOTAL Dog Control	37,932.25	32,386.41	41,015.19	39,445.24			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Transportation							
A00.5.5010.100 Personal Services	145,499.99	193,935.45	237,950.00	37,069.32			
A00.5.5010.402 Seminars/Conferences	393.00	2,419.28	2,163.00	0.00			
A00.5.5010.403 Association Dues	350.00	350.00	360.00	0.00			
A00.5.5010.405 Engineer	0.00	11,440.00	43,333.33	0.00			
TOTAL Transportation	146,242.99	208,144.73	283,806.33	37,069.32			
Garage							
A00.5.5132.400 Contractual	668.99	458.56	1,250.00	0.00			
A00.5.5132.405 Information Technology	6,631.88	5,990.98	13,322.00	1,016.00			
A00.5.5132.420 Gas/Electric	14,720.85	25,128.22	25,000.00	5,051.74			
A00.5.5132.421 Garage - Phone	0.00	0.00	1,000.00	181.28			
A00.5.5132.422 Water	2,096.12	2,222.92	2,781.00	0.00			
A00.5.5132.423 Fire Monitoring	1,959.00	1,876.50	2,500.00	390.00			
A00.5.5132.425 Building Maintenance	158,295.80	6,011.32	15,000.00	788.07			
A00.5.5132.426 Dumpster	6,307.57	5,371.79	6,798.00	1,000.74			
A00.5.5132.430 Cleaning Supplies	4,164.97	4,858.60	4,250.00	521.56			
A00.5.5132.431 Landscaping	0.00	0.00	300.00	0.00			
A00.5.5132.446 Maintenance Contracts	888.50	1,541.00	1,200.00	422.16			
A00.5.5132.447 Supplies/Water Softner	0.00	0.00	500.00	0.00			
A00.5.5132.448 Cold Storage Building	210,575.55	0.00	0.00	0.00			
A00.5.5132.449 Maintenance Building	0.00	2,126,339.45	31,924.96	909,006.31			
TOTAL Garage	406,309.23	2,179,799.34	105,825.96	918,377.86			
Street Lighting							
A00.5.5182.400 Contractual	1,167.96	5,400.51	5,000.00	1,181.96			
TOTAL Street Lighting	1,167.96	5,400.51	5,000.00	1,181.96			
Tree Commission							
A00.5.6310.100 Personal Services	0.00	1,800.00	3,000.00	(1,800.00)			
A00.5.6310.400 Contractual	3,387.50	75,000.00	7,250.00	(3,362.50)			
A00.5.6310.402 Seminars/Conferences	0.00	450.00	450.00	(10.00)			
A00.5.6310.447 Supplies/Trees	2,035.00	3,500.00	4,327.50	(310.86)			
TOTAL Tree Commission	5,422.50	80,750.00	15,027.50	(5,483.36)			
Veteran Services							
A00.5.6510.400 Contractual	600.00	600.00	600.00	0.00			
TOTAL Veteran Services	600.00	600.00	600.00	0.00			
Recreation							
A00.5.7310.100 Personal Services	339,133.14	371,441.26	376,961.50	14,274.03			
A00.5.7310.102 Longevity Pay	0.00	0.00	12,000.00	12,000.00			
A00.5.7310.401 Office Supplies	1,050.00	688.06	700.00	61.42			
A00.5.7310.402 Seminars/Conferences	11,120.80	10,800.36	7,050.00	(2,880.00)			
A00.5.7310.403 Association Dues	767.78	943.00	1,000.00	0.00			
A00.5.7310.405 Registration Program	3,900.00	3,780.00	3,969.00	3,969.00			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

A00-General Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
A00.5.7310.408 Printing/Advertising	3,039.88	2,470.88	3,039.88	19.99			
A00.5.7310.410 Program Expenses	73,900.00	69,989.05	74,200.00	(127.12)			
A00.5.7310.415 Mileage	1,592.80	1,580.86	428.00	(1,000.00)			
A00.5.7310.421 Phone	1,840.00	1,431.39	1,690.00	70.81			
TOTAL Recreation	436,344.40	463,124.86	481,038.38	26,388.13			
Employee Benefits							
A00.5.9010.800 NYS Retirement	190,010.22	244,475.70	294,313.00	49,052.16			
A00.5.9015.800 Fire & Police Retirement	969,239.58	1,078,960.46	1,285,381.00	214,230.16			
A00.5.9030.800 FICA	475,510.72	525,757.59	647,154.27	97,079.74			
A00.5.9040.800 Workers'Compensation	74,536.44	70,181.21	70,300.00	10,761.34			
A00.5.9045.800 Life Insurance	4,617.75	5,217.24	5,200.00	851.00			
A00.5.9050.800 Unemployment Insurance	132.09	360.43	3,000.00	18.72			
A00.5.9055.800 Disability Insurance	5,422.84	(7,628.48)	6,000.00	(86.62)			
A00.5.9060.800 Health Insurance	1,916,821.00	2,167,859.60	2,430,000.00	396,754.58			
A00.5.9061.800 Health Insurance Opt-Out	35,000.00	65,237.61	75,000.00	11,877.56			
A00.5.9089.800 Employee Assistance Progr	3,401.39	3,623.94	3,500.00	1,923.60			
TOTAL Employee Benefits	3,674,692.03	4,154,045.30	4,819,848.27	782,462.24			
Revenue							
Bond Anticipation Notes							
A00.5.9730.700 BAN - Interest	0.00	0.00	200,000.00	0.00			
TOTAL Bond Anticipation Notes	0.00	0.00	200,000.00	0.00			
TOTAL EXPENDITURES	13,156,683.41	16,948,768.42	16,427,065.79	3,153,194.57			
REVENUES OVER/(UNDER) EXPENDITURES	(286,372.50)	155,369.90	2,959,421.49	13,756,680.26			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

B00-General Fund Part Town

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
B00.4.1001 Real Property Taxes	177,320.00	140,860.16	0.00	0.00			
TOTAL REAL PROPERTY TAX	177,320.00	140,860.16	0.00	0.00			
HOME &COMMUNITY SERVICES							
B00.4.2110 Zoning Fees	2,900.00	2,500.00	2,500.00	400.00			
B00.4.2115 Planning Board Fees	3,288.00	5,300.00	2,500.00	0.00			
B00.4.2191 Code Enforcemnt - V/Manli	0.00	4,098.15	0.00	0.00			
TOTAL HOME &COMMUNITY SERVICES	6,188.00	11,898.15	5,000.00	400.00			
USE OF MONEY & PROPERTY							
B00.4.2401 Earned Interest	14,651.49	4,629.65	65,000.00	464.95			
TOTAL USE OF MONEY & PROPERTY	14,651.49	4,629.65	65,000.00	464.95			
LICENSES & PERMITS							
B00.4.2555 Building & Alteration Per	76,348.30	248,660.10	507,387.52	29,465.00			
TOTAL LICENSES & PERMITS	76,348.30	248,660.10	507,387.52	29,465.00			
SALE OF PROP/COMP F/LOSS							
B00.4.2655 Zoning Compliance Letters	2,400.00	450.00	200.00	90.00			
TOTAL SALE OF PROP/COMP F/LOSS	2,400.00	450.00	200.00	90.00			
MISCELLANEOUS							
B00.4.2770 Unclassified Revenue	12.00	0.00	0.00	0.00			
TOTAL MISCELLANEOUS	12.00	0.00	0.00	0.00			
STATE AID							
BAN FUNDS							
SUBSIDIARY REVENUE							
TOTAL REVENUES	276,919.79	406,498.06	577,587.52	30,419.95			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

B00-General Fund Part Town

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Special Items							
Code Enforcement							
B00.5.3620.100 Personal Services	168,490.02	218,040.30	245,732.00	24,388.54			
B00.5.3620.102 Longevity Pay	0.00	0.00	0.00	600.00			
B00.5.3620.200 Equipment	75,000.00	23,763.86	0.00	0.00			
B00.5.3620.400 Contractual	2,365.50	13,940.00	26,000.00	767.50			
B00.5.3620.401 Office Supplies	1,607.83	2,026.31	2,000.00	693.07			
B00.5.3620.402 Seminars/Conferences	730.00	2,025.00	2,000.00	820.00			
B00.5.3620.403 Association Dues	865.00	805.00	930.00	355.00			
B00.5.3620.404 Books/Publications	0.00	220.50	500.00	0.00			
B00.5.3620.405 Information Technology	26,542.31	7,395.92	12,500.00	7,969.00			
B00.5.3620.409 Processor Serving	0.00	0.00	750.00	0.00			
B00.5.3620.410 Engineer	29,009.00	26,189.00	48,333.33	(41,410.00)			
B00.5.3620.411 EV	0.00	679.37	944.00	58.68			
B00.5.3620.416 Travel Expense	0.00	48.00	250.00	0.00			
B00.5.3620.421 Phone	1,509.62	1,804.93	1,415.28	115.98			
B00.5.3620.450 Attorney	0.00	0.00	5,000.00	0.00			
B00.5.3620.461 Uniforms & Cleaning	655.53	824.18	700.00	0.00			
B00.5.3620.462 Community Relations	3,600.00	3,600.00	3,600.00	3,600.00			
TOTAL Code Enforcement	310,374.81	301,362.37	350,654.61	(2,042.23)			
Zoning Board							
B00.5.8010.100 Personal Services	7,480.00	7,370.00	14,125.00	0.00			
B00.5.8010.401 Office Supplies	19.63	363.50	450.00	40.27			
B00.5.8010.402 Seminars/Conferences	350.00	340.00	400.00	425.00			
B00.5.8010.408 Printing/Advertising	1,071.43	824.94	1,200.00	137.06			
B00.5.8010.450 Attorney	5,015.00	4,832.50	4,000.00	300.00			
TOTAL Zoning Board	13,936.06	13,730.94	20,175.00	902.33			
Planning Board							
B00.5.8020.100 Personal Services	28,484.00	27,000.00	38,730.00	0.00			
B00.5.8020.401 Office Supplies	518.88	643.77	500.00	23.97			
B00.5.8020.402 Seminars/Conferences	830.00	510.00	2,000.00	425.00			
B00.5.8020.408 Printing/Advertising	409.94	517.87	900.00	0.00			
B00.5.8020.410 Engineer	19,566.03	25,261.33	15,000.00	120.00			
B00.5.8020.450 Attorney	15,414.60	10,260.00	20,000.00	393.50			
TOTAL Planning Board	65,223.45	64,192.97	77,130.00	962.47			
Employee Benefits							
B00.5.9010.800 NYS Retirement	15,657.67	18,124.37	21,714.00	3,619.00			
B00.5.9030.800 FICA	14,582.49	16,800.45	22,841.91	2,866.09			
B00.5.9040.800 Worker's Compensation	5,500.00	6,573.76	6,385.00	978.34			
B00.5.9055.800 Disability Insurance	0.00	(1,800.27)	252.00	42.32			
B00.5.9060.800 Health Insurance	62,250.00	76,892.91	77,235.00	11,417.25			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

B00-General Fund Part Town

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
B00.5.9061.800 Opt-Out	0.00	230.80	1,200.00	184.64			
TOTAL Employee Benefits	97,990.16	116,822.02	129,627.91	19,107.64			
Revenue							
TOTAL EXPENDITURES	487,524.48	496,108.30	577,587.52	18,930.21			
REVENUES OVER/(UNDER) EXPENDITURES	(210,604.69)	(89,610.24)	0.00	11,489.74			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM1-Police Special Revenue

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
POLICE-SPECIAL ITEMS							
CM1.4.1589.93 Stop DWI - Quarterly Paym	0.00	20,692.30	17,000.00	0.00			
TOTAL POLICE-SPECIAL ITEMS	0.00	20,692.30	17,000.00	0.00			
USE OF MONEY & PROPERTY							
CM1.4.2401 Earned Interest	2,509.17	2,084.75	2,250.00	308.01			
TOTAL USE OF MONEY & PROPERTY	2,509.17	2,084.75	2,250.00	308.01			
MISCELLANEOUS							
CM1.4.2705.92 Donations	0.00	473.35	0.00	0.00			
TOTAL MISCELLANEOUS	0.00	473.35	0.00	0.00			
STATE AID							
SUBSIDIARY REVENUE							
TOTAL REVENUES	2,509.17	23,250.40	19,250.00	308.01			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM1-Police Special Revenue

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Police							
CM1.5.3120.491 Drug Enforcement - Contra	1,680.00	0.00	0.00	0.00			
CM1.5.3120.493 DWI Equipment - Contract	3,645.92	2,242.00	0.00	713.00			
CM1.5.3120.494 AED-Contractual	(1,357.76)	0.00	0.00	0.00			
TOTAL Police	3,968.16	2,242.00	0.00	713.00			
Revenue							
TOTAL EXPENDITURES	3,968.16	2,242.00	0.00	713.00			
REVENUES OVER/(UNDER) EXPENDITURES	(1,458.99)	21,008.40	19,250.00	(404.99)			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM2-MS4 Flood Water Study

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY							
CM2.4.2401 Earned Interest	165.14	122.72	145.46	16.34			
TOTAL USE OF MONEY & PROPERTY	165.14	122.72	145.46	16.34			
MISCELLANEOUS							
FEDERAL AID							
SUBSIDIARY REVENUE							
TOTAL REVENUES	165.14	122.72	145.46	16.34			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM2-MS4 Flood Water Study

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Flood Water Study							
Revenue							
REVENUES OVER/(UNDER) EXPENDITURES	165.14	122.72	145.46	16.34			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM3-Sustainable Manlius

REVENUES		2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY								
CM3.4.2401	Earned Interest	810.60	1,605.42	569.00	206.66			
TOTAL USE OF MONEY & PROPERTY		810.60	1,605.42	569.00	206.66			
MISCELLANEOUS								
CM3.4.2705	Donations/Misc	51,850.00	9,278.30	0.00	0.00			
TOTAL MISCELLANEOUS		51,850.00	9,278.30	0.00	0.00			
STATE AID								
CM3.4.3010	NYSERDA Grant	2,500.00	0.00	0.00	0.00			
CM3.4.3011	Climate Smart Grant	8,000.01	0.00	0.00	0.00			
CM3.4.3013	EarthFest	11,351.00	2,810.30	0.00	0.00			
TOTAL STATE AID		21,851.01	2,810.30	0.00	0.00			
TOTAL REVENUES		74,511.61	13,694.02	569.00	206.66			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM3-Sustainable Manlius

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Substainable Manlius							
CM3.5.6789.200 Sustain Manlius - Equipme	0.00	10,000.00	0.00	0.00			
CM3.5.6789.400 Sustain Manlius - Contrac	0.00	883.72	0.00	0.00			
TOTAL Substainable Manlius	0.00	10,883.72	0.00	0.00			
EarthFest							
CM3.5.6791.401 EarthFest Expenses	9,184.68	2,810.30	0.00	0.00			
TOTAL EarthFest	9,184.68	2,810.30	0.00	0.00			
Revenue							
TOTAL EXPENDITURES	9,184.68	13,694.02	0.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	65,326.93	0.00	569.00	206.66			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM4-Court Special Revenue

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
GENERAL GOVERNMENT							
CM4.4.1289 DWI Arraignments	880.00	610.00	800.00	180.00			
TOTAL GENERAL GOVERNMENT	880.00	610.00	800.00	180.00			
USE OF MONEY & PROPERTY							
CM4.4.2401 Earned Interest	93.06	85.99	93.00	12.59			
TOTAL USE OF MONEY & PROPERTY	93.06	85.99	93.00	12.59			
SUBSIDIARY REVENUE							
TOTAL REVENUES	973.06	695.99	893.00	192.59			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM4-Court Special Revenue

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Justices							
CM4.5.1110.400 Justices - Contractual	1,442.90	0.00	0.00	0.00			
TOTAL Justices	1,442.90	0.00	0.00	0.00			
Revenue							
TOTAL EXPENDITURES	1,442.90	0.00	0.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	(469.84)	695.99	893.00	192.59			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM5-Parkland Trust

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
OTHER RECREATION REVENUE							
USE OF MONEY & PROPERTY							
CM5.4.2401 Earned Interest	1,612.02	1,197.85	1,420.00	159.52			
TOTAL USE OF MONEY & PROPERTY	1,612.02	1,197.85	1,420.00	159.52			
SUBSIDIARY REVENUE							
TOTAL REVENUES	1,612.02	1,197.85	1,420.00	159.52			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM5-Parkland Trust

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							
REVENUES OVER/(UNDER) EXPENDITURES	1,612.02	1,197.85	1,420.00	159.52			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM6-Watershed Stewards

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY							
CM6.4.2401 Earned Interest	0.01	0.00	0.00	0.00			
TOTAL USE OF MONEY & PROPERTY	0.01	0.00	0.00	0.00			
MISCELLANEOUS							
CM6.4.2705 Donations	35.04	(10.04)	0.00	0.00			
TOTAL MISCELLANEOUS	35.04	(10.04)	0.00	0.00			
TOTAL REVENUES	35.05	(10.04)	0.00	0.00			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

CM6-Watershed Stewards

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Watershed Stewards							
CM6.5.6790.401 Watershed Stewards-Contra	0.00	0.00	1,000.00	0.00			
TOTAL Watershed Stewards	0.00	0.00	1,000.00	0.00			
Revenue							
TOTAL EXPENDITURES	0.00	0.00	1,000.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	35.05	(10.04)	(1,000.00)	0.00			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

DA0-Highway Fund Townwide

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
DA0.4.1001 Real Property Taxes	2,438,713.00	2,394,850.05	2,444,943.94	2,444,943.94			
TOTAL REAL PROPERTY TAX	2,438,713.00	2,394,850.05	2,444,943.94	2,444,943.94			
Onondaga County							
DA0.4.2300 Transportation Services	100,265.89	103,273.83	103,273.83	53,186.05			
TOTAL Onondaga County	100,265.89	103,273.83	103,273.83	53,186.05			
USE OF MONEY & PROPERTY							
DA0.4.2401 Earned Interest	102,676.92	52,287.88	132,000.00	15,011.55			
TOTAL USE OF MONEY & PROPERTY	102,676.92	52,287.88	132,000.00	15,011.55			
SALE OF PROP/COMP F/LOSS							
DA0.4.2650 Sales of Scrap & Material	2,764.38	636.43	2,000.00	0.00			
DA0.4.2665 Sale of Equipment	0.00	12,950.00	80,000.00	0.00			
TOTAL SALE OF PROP/COMP F/LOSS	2,764.38	13,586.43	82,000.00	0.00			
MISCELLANEOUS							
STATE AID							
DA0.4.3500 WIRP - Winter Severity Ai	49,763.66	49,763.66	0.00	0.00			
TOTAL STATE AID	49,763.66	49,763.66	0.00	0.00			
SUBSIDIARY REVENUE							
TOTAL REVENUES	2,694,183.85	2,613,761.85	2,762,217.77	2,513,141.54			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

DA0-Highway Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Perm Improve Highway							
DA0.5.5112.200 Perm Improve Highway	49,763.66	49,763.66	0.00	0.00			
TOTAL Perm Improve Highway	49,763.66	49,763.66	0.00	0.00			
Machinery							
DA0.5.5130.200 Equipment	220,334.60	306,405.17	420,000.00	0.00			
DA0.5.5130.411 Vehicle Expenses	79,328.39	87,218.35	145,650.00	18,768.30			
DA0.5.5130.440 Equipment	41,301.20	56,628.63	78,000.00	5,989.32			
DA0.5.5130.447 Shop Supplies	13,032.03	6,593.21	11,000.00	3,079.94			
DA0.5.5130.473 Shop Tools	5,819.03	5,656.46	7,425.00	336.83			
DA0.5.5130.474 Tires	903.95	1,192.50	4,700.00	11.49			
TOTAL Machinery	360,719.20	463,694.32	666,775.00	28,185.88			
Brush & Weeds							
DA0.5.5140.100 Personal Service	74,039.20	53,286.42	56,074.40	0.00			
DA0.5.5140.101 Overtime	830.31	2,474.17	1,048.50	0.00			
DA0.5.5140.400 Contractual	16.47	0.00	100.00	22.49			
DA0.5.5140.408 Printing/Advertising	0.00	0.00	75.00	0.00			
DA0.5.5140.410 Fuel	605.48	4,243.80	4,250.00	0.00			
DA0.5.5140.440 Equipment Repairs	567.90	197.61	765.00	34.99			
DA0.5.5140.473 Tools	2,637.95	950.55	1,100.00	407.99			
DA0.5.5140.490 Contractual Services	65,393.88	77,215.00	68,300.00	0.00			
TOTAL Brush & Weeds	144,091.19	138,367.55	131,712.90	465.47			
Snow Removal							
DA0.5.5142.100 Personal Services	647,991.05	685,260.78	713,775.36	238,154.04			
DA0.5.5142.101 Overtime	123,378.37	209,466.69	215,450.90	92,227.10			
DA0.5.5142.102 Double Time	36,600.37	88,283.71	67,259.52	30,798.82			
DA0.5.5142.400 Contractual	202.50	534.50	1,025.00	164.50			
DA0.5.5142.401 Office Supplies	1,831.40	738.36	1,650.00	0.00			
DA0.5.5142.404 Books/Publications	138.94	0.00	260.00	0.00			
DA0.5.5142.408 Printing/Advertising	0.00	0.00	104.00	0.00			
DA0.5.5142.410 Fuel	46,630.00	56,574.26	95,625.00	20,217.65			
DA0.5.5142.421 Phones/Pagers	1,452.14	1,821.66	2,000.00	298.40			
DA0.5.5142.430 Cleaning Supplies	264.74	479.45	4,000.00	0.00			
DA0.5.5142.440 Radios/CB's	1,839.50	0.00	2,200.00	0.00			
DA0.5.5142.441 Safety/Training	4,368.83	5,927.98	7,000.00	262.14			
DA0.5.5142.447 Shop Supplies	6,296.61	15,955.67	15,210.00	3,240.04			
DA0.5.5142.448 Uniforms & Cleaning	14,898.19	15,026.03	15,910.00	2,077.24			
DA0.5.5142.470 Materials	465,993.81	584,473.44	248,775.00	143,630.74			
DA0.5.5142.471 Repairs	35,004.45	45,828.14	40,530.00	9,486.70			
DA0.5.5142.472 Plow/Sand Equipment	123,342.51	114,481.58	18,000.00	(48,000.00)			
DA0.5.5142.474 Tires	19,988.55	10,090.77	20,385.00	0.00			
TOTAL Snow Removal	1,530,221.96	1,834,943.02	1,469,159.78	492,557.37			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

DA0-Highway Fund Townwide

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Employee Benefits							
DA0.5.9010.800 NYS Retirement	100,292.90	107,474.92	128,759.00	21,459.84			
DA0.5.9030.800 FICA	62,666.40	74,473.72	80,601.09	26,263.00			
DA0.5.9040.800 Worker's Compensation	30,921.26	27,359.01	28,100.00	3,913.34			
DA0.5.9055.800 Disability Insurance	(2,300.55)	561.84	1,110.00	366.70			
DA0.5.9060.800 Health Insurance	208,765.48	254,602.31	253,500.00	74,470.11			
DA0.5.9061.800 Health Insurance Opt-Out	1,800.04	1,176.91	2,500.00	553.84			
TOTAL Employee Benefits	402,145.53	465,648.71	494,570.09	127,026.83			
Revenue							
Debt Service							
TOTAL EXPENDITURES	2,486,941.54	2,952,417.26	2,762,217.77	648,235.55			
REVENUES OVER/(UNDER) EXPENDITURES	207,242.31	(338,655.41)	0.00	1,864,905.99			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

DB0-Highway -Part Town

REVENUES		2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX								
DB0.4.1001	Real Property Taxes	1,993,867.96	2,226,948.15	2,046,138.35	2,045,875.00			
TOTAL REAL PROPERTY TAX		1,993,867.96	2,226,948.15	2,046,138.35	2,045,875.00			
USE OF MONEY & PROPERTY								
DB0.4.2401	Earned Interest	70,736.92	42,998.76	110,500.00	12,012.92			
TOTAL USE OF MONEY & PROPERTY		70,736.92	42,998.76	110,500.00	12,012.92			
SALE OF PROP/COMP F/LOSS								
MISCELLANEOUS								
STATE AID								
DB0.4.3500	Extreme Winter Recovery	0.00	0.00	49,763.66	0.00			
DB0.4.3501	CHIPS Program	360,537.83	385,882.80	385,882.80	0.00			
TOTAL STATE AID		360,537.83	385,882.80	435,646.46	0.00			
FEDERAL AID								
BAN FUNDS								
SUBSIDIARY REVENUE								
TOTAL REVENUES		2,425,142.71	2,655,829.71	2,592,284.81	2,057,887.92			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

DB0-Highway -Part Town

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
General Repairs							
DB0.5.5110.100 Personal Services	637,951.59	694,270.52	770,567.20	0.00			
DB0.5.5110.101 Overtime	14,634.91	17,562.06	19,310.04	0.00			
DB0.5.5110.102 Doubletime	0.00	201.06	838.80	0.00			
DB0.5.5110.400 Contractual	146.74	104.47	500.00	0.00			
DB0.5.5110.408 Printing/Advertising	0.00	0.00	60.00	0.00			
DB0.5.5110.410 Diesel	56,102.58	53,812.39	63,750.00	0.00			
DB0.5.5110.430 Stop Chemical	9,062.90	8,799.42	9,100.00	0.00			
DB0.5.5110.441 Safety/Training	1,198.48	724.88	1,200.00	0.00			
DB0.5.5110.450 Contractual Services	576,302.74	929,173.40	233,910.00	0.00			
DB0.5.5110.472 Signs	16,539.90	10,137.03	14,800.00	1,831.50			
DB0.5.5110.473 Road Tools	2,132.13	1,320.33	1,000.00	585.55			
DB0.5.5110.474 Tires	5,344.51	3,867.95	5,840.00	0.00			
DB0.5.5110.475 Road Repairs	314,965.14	(21,048.83)	908,200.00	0.00			
DB0.5.5110.476 Road Paint	34,400.30	35,501.70	38,000.00	0.00			
DB0.5.5110.477 Equipment	0.00	0.00	1,000.00	0.00			
DB0.5.5110.478 Drainage	48,787.04	40,519.51	49,750.00	541.43			
TOTAL General Repairs	1,717,568.96	1,774,945.89	2,117,826.04	2,958.48			
Perm Improve Highway							
DB0.5.5112.200 Perm Improve Highway	360,537.83	385,882.80	0.00	0.00			
TOTAL Perm Improve Highway	360,537.83	385,882.80	0.00	0.00			
Employee Benefits							
DB0.5.9010.800 NYS Retirement	100,292.90	107,474.92	128,759.00	21,459.84			
DB0.5.9030.800 FICA	44,780.89	49,719.53	60,489.77	0.00			
DB0.5.9040.800 Worker's Compensation	30,921.26	27,359.01	28,100.00	3,913.34			
DB0.5.9055.800 Disability Insurance	(750.25)	1,260.03	1,110.00	0.00			
DB0.5.9060.800 Health Insurance	201,756.20	178,925.47	253,500.00	0.00			
DB0.5.9061.800 Health Insurance Opt-Out	1,223.11	1,592.29	2,500.00	0.00			
TOTAL Employee Benefits	378,224.11	366,331.25	474,458.77	25,373.18			
Revenue							
TOTAL EXPENDITURES	2,456,330.90	2,527,159.94	2,592,284.81	28,331.66			
REVENUES OVER/(UNDER) EXPENDITURES	(31,188.19)	128,669.77	0.00	2,029,556.26			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

HA0-Landfill Capital Fund

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY							
HA0.4.2401 Earned Interest	871.83	647.83	768.00	86.26			
TOTAL USE OF MONEY & PROPERTY	871.83	647.83	768.00	86.26			
SUBSIDIARY REVENUE							
TOTAL REVENUES	871.83	647.83	768.00	86.26			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

HA0-Landfill Capital Fund

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Landfill Closure/Refuse							
Revenue							
REVENUES OVER/(UNDER) EXPENDITURES	871.83	647.83	768.00	86.26			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD1-Consolidated Drainage #1

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SD1.4.1001 Real Property Taxes	131,500.00	131,500.00	129,300.00	159,996.17			
TOTAL REAL PROPERTY TAX	131,500.00	131,500.00	129,300.00	159,996.17			
USE OF MONEY & PROPERTY							
SD1.4.2401 Earned Interest	0.00	1,534.76	2,200.00	345.12			
TOTAL USE OF MONEY & PROPERTY	0.00	1,534.76	2,200.00	345.12			
SUBSIDIARY REVENUE							
TOTAL REVENUES	131,500.00	133,034.76	131,500.00	160,341.29			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD1-Consolidated Drainage #1

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Drainage							
SD1.5.8540.400 Drainage - Contractual	0.00	0.00	131,500.00	0.00			
TOTAL Drainage	0.00	0.00	131,500.00	0.00			
Revenue							
TOTAL EXPENDITURES	0.00	0.00	131,500.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	131,500.00	133,034.76	0.00	160,341.29			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD2-Donsolidated Drainage #2

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SD2.4.1001 Real Property Taxes	172,125.00	172,000.00	161,900.00	68,800.00			
TOTAL REAL PROPERTY TAX	172,125.00	172,000.00	161,900.00	68,800.00			
USE OF MONEY & PROPERTY							
SD2.4.2401 Earned Interest	13,850.16	9,677.55	10,100.00	1,838.32			
TOTAL USE OF MONEY & PROPERTY	13,850.16	9,677.55	10,100.00	1,838.32			
SUBSIDIARY REVENUE							
TOTAL REVENUES	185,975.16	181,677.55	172,000.00	70,638.32			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD2-Donsolidated Drainage #2

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Drainage							
SD2.5.8540.400 Drainage - Contractual	4,136.00	59,683.31	172,000.00	3,471.63			
TOTAL Drainage	4,136.00	59,683.31	172,000.00	3,471.63			
Revenue							
TOTAL EXPENDITURES	4,136.00	59,683.31	172,000.00	3,471.63			
REVENUES OVER/(UNDER) EXPENDITURES	181,839.16	121,994.24	0.00	67,166.69			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD3-Consolidated Drainage #3

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SD3.4.1001 Real Property Taxes	44,243.75	88,862.50	73,063.00	73,060.39			
TOTAL REAL PROPERTY TAX	44,243.75	88,862.50	73,063.00	73,060.39			
USE OF MONEY & PROPERTY							
SD3.4.2401 Earned Interest	17,731.52	10,176.19	15,800.00	1,943.03			
TOTAL USE OF MONEY & PROPERTY	17,731.52	10,176.19	15,800.00	1,943.03			
BAN FUNDS							
SUBSIDIARY REVENUE							
TOTAL REVENUES	61,975.27	99,038.69	88,863.00	75,003.42			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SD3-Consolidated Drainage #3

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Drainage							
SD3.5.8540.400 Drainage - Contractual	1,947.50	1,700.00	88,863.00	0.00			
TOTAL Drainage	1,947.50	1,700.00	88,863.00	0.00			
Revenue							
TOTAL EXPENDITURES	1,947.50	1,700.00	88,863.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	60,027.77	97,338.69	0.00	75,003.42			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF1-Fayetteville Fire Protect

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SF1.4.1001 Real Property Taxes	2,056,844.17	2,088,417.96	2,479,932.00	2,479,970.60			
TOTAL REAL PROPERTY TAX	2,056,844.17	2,088,417.96	2,479,932.00	2,479,970.60			
USE OF MONEY & PROPERTY							
SF1.4.2401 Earned Interest	102.51	1,970.97	1,522.95	1,527.63			
TOTAL USE OF MONEY & PROPERTY	102.51	1,970.97	1,522.95	1,527.63			
SUBSIDIARY REVENUE							
TOTAL REVENUES	2,056,946.68	2,090,388.93	2,481,454.95	2,481,498.23			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF1-Fayetteville Fire Protect

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Fire Protection							
SF1.5.3410.400 Fire Protection - Contrac	2,056,921.00	1,937,618.00	2,042,464.00	2,042,464.00			
TOTAL Fire Protection	2,056,921.00	1,937,618.00	2,042,464.00	2,042,464.00			
Ambulance/EMS							
SF1.5.4540.400 Fayetteville-Ambulance/EM	0.00	150,906.00	437,563.00	437,563.00			
TOTAL Ambulance/EMS	0.00	150,906.00	437,563.00	437,563.00			
Revenue							
TOTAL EXPENDITURES	2,056,921.00	2,088,524.00	2,480,027.00	2,480,027.00			
REVENUES OVER/(UNDER) EXPENDITURES	25.68	1,864.93	1,427.95	1,471.23			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF2-Manlius Fire Proctection

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SF2.4.1001 Real Property Taxes	1,836,639.32	1,846,236.50	2,183,098.74	2,183,114.03			
TOTAL REAL PROPERTY TAX	1,836,639.32	1,846,236.50	2,183,098.74	2,183,114.03			
USE OF MONEY & PROPERTY							
SF2.4.2401 Earned Interest	326.55	1,848.40	1,344.77	1,353.61			
TOTAL USE OF MONEY & PROPERTY	326.55	1,848.40	1,344.77	1,353.61			
SUBSIDIARY REVENUE							
TOTAL REVENUES	1,836,965.87	1,848,084.90	2,184,443.51	2,184,467.64			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF2-Manlius Fire Proctection

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Fire Protection							
SF2.5.3410.400 Fire Protection - Contrac	1,839,164.44	609,253.50	720,531.48	720,531.48			
TOTAL Fire Protection	1,839,164.44	609,253.50	720,531.48	720,531.48			
Ambulance/EMS							
SF2.5.4540.400 Manlius-Ambulance/EMS	0.00	1,236,969.23	1,462,897.26	1,462,897.26			
TOTAL Ambulance/EMS	0.00	1,236,969.23	1,462,897.26	1,462,897.26			
Revenue							
TOTAL EXPENDITURES	1,839,164.44	1,846,222.73	2,183,428.74	2,183,428.74			
REVENUES OVER/(UNDER) EXPENDITURES	(2,198.57)	1,862.17	1,014.77	1,038.90			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF3-Minoa Fire Protection

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SF3.4.1001 Real Property Taxes	1,225,039.44	1,539,344.64	1,427,930.00	1,427,955.98			
TOTAL REAL PROPERTY TAX	1,225,039.44	1,539,344.64	1,427,930.00	1,427,955.98			
USE OF MONEY & PROPERTY							
SF3.4.2401 Earned Interest	63.68	1,509.53	877.30	880.46			
TOTAL USE OF MONEY & PROPERTY	63.68	1,509.53	877.30	880.46			
SUBSIDIARY REVENUE							
TOTAL REVENUES	1,225,103.12	1,540,854.17	1,428,807.30	1,428,836.44			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF3-Minoa Fire Protection

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Fire Protection							
SF3.5.3410.400 Fire Protection - Contrac	1,225,001.00	1,146,429.00	1,049,975.00	1,049,975.00			
TOTAL Fire Protection	1,225,001.00	1,146,429.00	1,049,975.00	1,049,975.00			
Ambulance/EMS							
SF3.5.4540.400 Minoa-Ambulance/EMS	0.00	392,878.00	378,013.00	378,013.00			
TOTAL Ambulance/EMS	0.00	392,878.00	378,013.00	378,013.00			
Revenue							
TOTAL EXPENDITURES	1,225,001.00	1,539,307.00	1,427,988.00	1,427,988.00			
REVENUES OVER/(UNDER) EXPENDITURES	102.12	1,547.17	819.30	848.44			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF4-Kirkville Fire Department

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SF4.4.1001 Real Property Taxes	245,069.88	251,175.89	257,198.00	257,213.12			
TOTAL REAL PROPERTY TAX	245,069.88	251,175.89	257,198.00	257,213.12			
USE OF MONEY & PROPERTY							
SF4.4.2401 Earned Interest	0.70	232.25	250.00	157.93			
TOTAL USE OF MONEY & PROPERTY	0.70	232.25	250.00	157.93			
SUBSIDIARY REVENUE							
TOTAL REVENUES	245,070.58	251,408.14	257,448.00	257,371.05			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SF4-Kirkville Fire Department

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Fire Protection							
SF4.5.3410.400 Kirkville Fire - Contract	245,069.00	251,170.00	257,448.00	257,448.00			
TOTAL Fire Protection	245,069.00	251,170.00	257,448.00	257,448.00			
Revenue							
TOTAL EXPENDITURES	245,069.00	251,170.00	257,448.00	257,448.00			
REVENUES OVER/(UNDER) EXPENDITURES	1.58	238.14	0.00	(76.95)			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL1-Overhead Lighting

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SL1.4.1001 Real Property Taxes	25,012.27	18,023.83	17,387.00	17,409.81			
TOTAL REAL PROPERTY TAX	25,012.27	18,023.83	17,387.00	17,409.81			
USE OF MONEY & PROPERTY							
SL1.4.2401 Earned Interest	691.54	349.47	613.00	32.15			
TOTAL USE OF MONEY & PROPERTY	691.54	349.47	613.00	32.15			
SUBSIDIARY REVENUE							
TOTAL REVENUES	25,703.81	18,373.30	18,000.00	17,441.96			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL1-Overhead Lighting

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Street Lighting							
SL1.5.5182.400 Street Lighting - Contrac	20,845.78	22,923.01	18,000.00	4,595.90			
TOTAL Street Lighting	20,845.78	22,923.01	18,000.00	4,595.90			
Revenue							
TOTAL EXPENDITURES	20,845.78	22,923.01	18,000.00	4,595.90			
REVENUES OVER/(UNDER) EXPENDITURES	4,858.03	(4,549.71)	0.00	12,846.06			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL2-Underground Lighting

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SL2.4.1001 Real Property Taxes	30,007.53	26,008.58	25,310.00	25,316.80			
TOTAL REAL PROPERTY TAX	30,007.53	26,008.58	25,310.00	25,316.80			
USE OF MONEY & PROPERTY							
SL2.4.2401 Earned Interest	872.78	442.18	690.00	41.16			
TOTAL USE OF MONEY & PROPERTY	872.78	442.18	690.00	41.16			
SUBSIDIARY REVENUE							
TOTAL REVENUES	30,880.31	26,450.76	26,000.00	25,357.96			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL2-Underground Lighting

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Street Lighting							
SL2.5.5182.400 Street Lighting - Contrac	29,071.84	32,510.51	26,000.00	6,799.51			
TOTAL Street Lighting	29,071.84	32,510.51	26,000.00	6,799.51			
Revenue							
TOTAL EXPENDITURES	29,071.84	32,510.51	26,000.00	6,799.51			
REVENUES OVER/(UNDER) EXPENDITURES	1,808.47	(6,059.75)	0.00	18,558.45			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL3-Entry Lighting

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SL3.4.1001 Real Property Taxes	1,502.22	902.30	720.00	725.87			
TOTAL REAL PROPERTY TAX	1,502.22	902.30	720.00	725.87			
USE OF MONEY & PROPERTY							
SL3.4.2401 Earned Interest	196.02	90.97	180.00	7.24			
TOTAL USE OF MONEY & PROPERTY	196.02	90.97	180.00	7.24			
SUBSIDIARY REVENUE							
TOTAL REVENUES	1,698.24	993.27	900.00	733.11			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL3-Entry Lighting

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Street Lighting							
SL3.5.5182.400 Street Lighting - Contrac	1,388.52	1,558.47	900.00	327.66			
TOTAL Street Lighting	1,388.52	1,558.47	900.00	327.66			
Revenue							
TOTAL EXPENDITURES	1,388.52	1,558.47	900.00	327.66			
REVENUES OVER/(UNDER) EXPENDITURES	309.72	(565.20)	0.00	405.45			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL4-Garden Park Lighting

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SL4.4.1001 Real Property Taxes	9,000.74	7,600.81	7,454.00	7,455.71			
TOTAL REAL PROPERTY TAX	9,000.74	7,600.81	7,454.00	7,455.71			
USE OF MONEY & PROPERTY							
SL4.4.2401 Earned Interest	187.89	97.70	146.00	9.51			
TOTAL USE OF MONEY & PROPERTY	187.89	97.70	146.00	9.51			
SUBSIDIARY REVENUE							
TOTAL REVENUES	9,188.63	7,698.51	7,600.00	7,465.22			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL4-Garden Park Lighting

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Street Lighting							
SL4.5.5182.400 Street Lighting - Contrac	8,595.89	9,418.82	7,600.00	1,886.67			
TOTAL Street Lighting	8,595.89	9,418.82	7,600.00	1,886.67			
Revenue							
TOTAL EXPENDITURES	8,595.89	9,418.82	7,600.00	1,886.67			
REVENUES OVER/(UNDER) EXPENDITURES	592.74	(1,720.31)	0.00	5,578.55			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL5-Ratnour Bridge Lighting

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SL5.4.1001 Real Property Taxes	32,008.53	27,005.38	25,800.00	25,811.58			
TOTAL REAL PROPERTY TAX	32,008.53	27,005.38	25,800.00	25,811.58			
USE OF MONEY & PROPERTY							
SL5.4.2401 Earned Interest	1,481.36	723.28	1,200.00	64.51			
TOTAL USE OF MONEY & PROPERTY	1,481.36	723.28	1,200.00	64.51			
SUBSIDIARY REVENUE							
TOTAL REVENUES	33,489.89	27,728.66	27,000.00	25,876.09			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SL5-Ratnour Bridge Lighting

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Street Lighting							
SL5.5.5182.400 Street Lighting - Contrac	31,594.80	34,342.66	27,000.00	6,934.06			
TOTAL Street Lighting	31,594.80	34,342.66	27,000.00	6,934.06			
Revenue							
TOTAL EXPENDITURES	31,594.80	34,342.66	27,000.00	6,934.06			
REVENUES OVER/(UNDER) EXPENDITURES	1,895.09	(6,614.00)	0.00	18,942.03			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SR1-Manlius Res Trash Dist

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SR1.4.1001 Real Property Taxes	2,489,130.00	2,490,510.00	2,537,835.14	2,541,333.43			
TOTAL REAL PROPERTY TAX	2,489,130.00	2,490,510.00	2,537,835.14	2,541,333.43			
USE OF MONEY & PROPERTY							
SR1.4.2401 Earned Interest	33,588.22	21,843.56	27,000.00	6,020.52			
TOTAL USE OF MONEY & PROPERTY	33,588.22	21,843.56	27,000.00	6,020.52			
SUBSIDIARY REVENUE							
TOTAL REVENUES	2,522,718.22	2,512,353.56	2,564,835.14	2,547,353.95			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SR1-Manlius Res Trash Dist

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Landfill Closure/Refuse							
SR1.5.8160.100 Personal Services	8,970.26	13,662.61	13,300.00	2,046.19			
SR1.5.8160.102 Longevity Pay	0.00	0.00	0.00	750.00			
SR1.5.8160.400 Contractual	2,509,222.08	2,525,130.52	2,547,415.14	424,569.20			
TOTAL Landfill Closure/Refuse	2,518,192.34	2,538,793.13	2,560,715.14	427,365.39			
Employee Benefits							
SR1.5.9030.800 FICA	0.00	949.96	988.00	205.24			
SR1.5.9060.800 Health Insurance	3,011.88	3,011.88	3,132.00	501.98			
TOTAL Employee Benefits	3,011.88	3,961.84	4,120.00	707.22			
Revenue							
TOTAL EXPENDITURES	2,521,204.22	2,542,754.97	2,564,835.14	428,072.61			
REVENUES OVER/(UNDER) EXPENDITURES	1,514.00	(30,401.41)	0.00	2,119,281.34			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SR2-Manlius Res Brush Dist

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SR2.4.1001 Real Property Taxes	319,705.50	329,197.50	330,335.00	330,488.52			
TOTAL REAL PROPERTY TAX	319,705.50	329,197.50	330,335.00	330,488.52			
USE OF MONEY & PROPERTY							
SR2.4.2401 Earned Interest	4,738.25	3,148.76	3,700.00	422.79			
TOTAL USE OF MONEY & PROPERTY	4,738.25	3,148.76	3,700.00	422.79			
SUBSIDIARY REVENUE							
TOTAL REVENUES	324,443.75	332,346.26	334,035.00	330,911.31			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SR2-Manlius Res Brush Dist

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Landfill Closure/Refuse							
SR2.5.8160.100 Personal Services	8,970.26	13,662.28	13,300.00	2,046.12			
SR2.5.8160.102 Longevity Pay	0.00	0.00	0.00	750.00			
SR2.5.8160.400 Contractual	301,692.00	316,550.04	316,615.00	52,769.16			
TOTAL Landfill Closure/Refuse	310,662.26	330,212.32	329,915.00	55,565.28			
Employee Benefits							
SR2.5.9030.800 FICA	0.00	949.96	988.00	205.24			
SR2.5.9060.800 Health Insruance	3,011.88	3,011.88	3,132.00	501.98			
TOTAL Employee Benefits	3,011.88	3,961.84	4,120.00	707.22			
Revenue							
TOTAL EXPENDITURES	313,674.14	334,174.16	334,035.00	56,272.50			
REVENUES OVER/(UNDER) EXPENDITURES	10,769.61	(1,827.90)	0.00	274,638.81			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SS2-Thompson Sewer District

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SS2.4.1001 Real Property Taxes	22,563.32	21,537.81	21,287.50	21,287.58			
TOTAL REAL PROPERTY TAX	22,563.32	21,537.81	21,287.50	21,287.58			
HOME &COMMUNITY SERVICES							
USE OF MONEY & PROPERTY							
SS2.4.2401 Earned Interest	278.77	163.30	250.00	36.95			
TOTAL USE OF MONEY & PROPERTY	278.77	163.30	250.00	36.95			
SUBSIDIARY REVENUE							
TOTAL REVENUES	22,842.09	21,701.11	21,537.50	21,324.53			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SS2-Thompson Sewer District

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							
Serial Bonds							
SS2.5.9710.600 Serial Bonds - Principal	20,000.00	20,000.00	20,000.00	0.00			
SS2.5.9710.700 Serial Bonds - Interest	2,562.50	1,537.50	1,537.50	0.00			
TOTAL Serial Bonds	22,562.50	21,537.50	21,537.50	0.00			
TOTAL EXPENDITURES	22,562.50	21,537.50	21,537.50	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	279.59	163.61	0.00	21,324.53			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SS3-Megnin Farms Sewer

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SS3.4.1001 Real Property Taxes	76,452.73	82,187.14	84,745.00	84,748.41			
TOTAL REAL PROPERTY TAX	76,452.73	82,187.14	84,745.00	84,748.41			
USE OF MONEY & PROPERTY							
SS3.4.2401 Earned Interest	9.99	80.64	52.18	52.49			
TOTAL USE OF MONEY & PROPERTY	9.99	80.64	52.18	52.49			
TOTAL REVENUES	76,462.72	82,267.78	84,797.18	84,800.90			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SS3-Megnin Farms Sewer

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Sewer Administration							
SS3.5.8110.400 Contractual	76,452.73	82,187.14	84,757.00	84,757.34			
TOTAL Sewer Administration	76,452.73	82,187.14	84,757.00	84,757.34			
Revenue							
TOTAL EXPENDITURES	76,452.73	82,187.14	84,757.00	84,757.34			
REVENUES OVER/(UNDER) EXPENDITURES	9.99	80.64	40.18	43.56			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW1-Manlius Con Water Supply

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SW1.4.1001 Real Property Taxes	1,027.23	1,063.09	0.00	0.00			
TOTAL REAL PROPERTY TAX	1,027.23	1,063.09	0.00	0.00			
USE OF MONEY & PROPERTY							
SW1.4.2401 Earned Interest	1,217.80	613.42	1,000.00	52.06			
TOTAL USE OF MONEY & PROPERTY	1,217.80	613.42	1,000.00	52.06			
MISCELLANEOUS							
SUBSIDIARY REVENUE							
TOTAL REVENUES	2,245.03	1,676.51	1,000.00	52.06			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW1-Manlius Con Water Supply

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Water Administration							
SW1.5.8310.400 Contractual	0.00	0.00	1,000.00	0.00			
TOTAL Water Administration	0.00	0.00	1,000.00	0.00			
Transmission/Distributio							
Revenue							
TOTAL EXPENDITURES	0.00	0.00	1,000.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	2,245.03	1,676.51	0.00	52.06			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW2-Manlius Con Water Dist

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SW2.4.1001 Real Property Taxes	61,018.96	60,399.42	56,585.00	56,562.03			
TOTAL REAL PROPERTY TAX	61,018.96	60,399.42	56,585.00	56,562.03			
Onondaga County							
USE OF MONEY & PROPERTY							
SW2.4.2401 Earned Interest	1,146.44	594.09	915.00	88.94			
TOTAL USE OF MONEY & PROPERTY	1,146.44	594.09	915.00	88.94			
MISCELLANEOUS							
SUBSIDIARY REVENUE							
TOTAL REVENUES	62,165.40	60,993.51	57,500.00	56,650.97			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW2-Manlius Con Water Dist

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Transmission/Distributio							
SW2.5.8340.400 Contractual	61,401.93	65,955.53	57,500.00	0.00			
TOTAL Transmission/Distributio	61,401.93	65,955.53	57,500.00	0.00			
Revenue							
TOTAL EXPENDITURES	61,401.93	65,955.53	57,500.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	763.47	(4,962.02)	0.00	56,650.97			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW3-Skyridge Water District

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SW3.4.1001 Real Property Taxes	15,225.00	0.00	27,561.28	27,561.31			
TOTAL REAL PROPERTY TAX	15,225.00	0.00	27,561.28	27,561.31			
USE OF MONEY & PROPERTY							
SW3.4.2401 Earned Interest	1,449.43	165.94	1,438.72	0.00			
TOTAL USE OF MONEY & PROPERTY	1,449.43	165.94	1,438.72	0.00			
MISCELLANEOUS							
STATE AID							
SUBSIDIARY REVENUE							
TOTAL REVENUES	16,674.43	165.94	29,000.00	27,561.31			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW3-Skyridge Water District

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Water Administration							
SW3.5.8310.400 Contractual	17,680.80	1,612,006.72	29,000.00	371,204.24			
TOTAL Water Administration	17,680.80	1,612,006.72	29,000.00	371,204.24			
Transmission/Distributio							
Revenue							
TOTAL EXPENDITURES	17,680.80	1,612,006.72	29,000.00	371,204.24			
REVENUES OVER/(UNDER) EXPENDITURES	(1,006.37)	(1,611,840.78)	0.00	(343,642.93)			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW4-Highbridge Water District

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
SW4.4.1001 Real Property Taxes	2,983.50	0.00	2,423.00	2,423.11			
TOTAL REAL PROPERTY TAX	2,983.50	0.00	2,423.00	2,423.11			
USE OF MONEY & PROPERTY							
SW4.4.2401 Earned Interest	619.52	351.13	470.00	29.67			
TOTAL USE OF MONEY & PROPERTY	619.52	351.13	470.00	29.67			
TOTAL REVENUES	3,603.02	351.13	2,893.00	2,452.78			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

SW4-Highbridge Water District

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Transmission/Distributio							
SW4.5.8340.400 Contractual	0.00	0.00	2,893.00	0.00			
TOTAL Transmission/Distributio	0.00	0.00	2,893.00	0.00			
Revenue							
TOTAL EXPENDITURES	0.00	0.00	2,893.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	3,603.02	351.13	0.00	2,452.78			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

TA1-Trust & Agency - Payroll

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY							
TA1.4.2401 Earned Interest	12,118.20	3,276.67	8,600.00	0.00			
TOTAL USE OF MONEY & PROPERTY	12,118.20	3,276.67	8,600.00	0.00			
SUBSIDIARY REVENUE							
TOTAL REVENUES	12,118.20	3,276.67	8,600.00	0.00			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

TA1-Trust & Agency - Payroll

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							
REVENUES OVER/(UNDER) EXPENDITURES	12,118.20	3,276.67	8,600.00	0.00			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

TA2-Trust & Agency - Other

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
USE OF MONEY & PROPERTY							
TA2.4.2401 Earned Interest	18,965.46	12,401.18	16,200.00	1,550.56			
TOTAL USE OF MONEY & PROPERTY	18,965.46	12,401.18	16,200.00	1,550.56			
SUBSIDIARY REVENUE							
TOTAL REVENUES	18,965.46	12,401.18	16,200.00	1,550.56			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

TA2-Trust & Agency - Other

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							
REVENUES OVER/(UNDER) EXPENDITURES	18,965.46	12,401.18	16,200.00	1,550.56			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

W -Long Term Debt

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Revenue							

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

W80-Schepp Water District

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
W80.4.1001 Real Property Taxes	81.00	79.02	79.00	79.02			
TOTAL REAL PROPERTY TAX	81.00	79.02	79.00	79.02			
USE OF MONEY & PROPERTY							
SUBSIDIARY REVENUE							
TOTAL REVENUES	81.00	79.02	79.00	79.02			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

W80-Schepp Water District

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Transmission/Distributio							
W80.5.8340.400 Contractual	478.09	79.02	79.00	0.00			
TOTAL Transmission/Distributio	478.09	79.02	79.00	0.00			
Revenue							
TOTAL EXPENDITURES	478.09	79.02	79.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	(397.09)	0.00	0.00	79.02			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

W90-Watervale Water District

REVENUES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
REAL PROPERTY TAX							
W90.4.1001 Real Property Taxes	79.97	63.00	0.00	0.00			
TOTAL REAL PROPERTY TAX	79.97	63.00	0.00	0.00			
USE OF MONEY & PROPERTY							
W90.4.2401 Earned Interest	165.18	80.27	63.00	6.77			
TOTAL USE OF MONEY & PROPERTY	165.18	80.27	63.00	6.77			
BAN FUNDS							
SUBSIDIARY REVENUE							
TOTAL REVENUES	245.15	143.27	63.00	6.77			

REQUESTED BUDGET WORKSHEET

AS OF: FEBRUARY 28TH, 2026

W90-Watervale Water District

EXPENDITURES	2024 ACTUAL	2025 ACTUAL	2026 CURRENT BUDGET	2026 YEAR-TO-DATE ACTUAL	2026 PROJECTED YEAR END	2027 PROPOSED BUDGET	2027 APPROVE BUDGET
Transmission/Distributio							
W90.5.8340.400 Contractual	82.33	87.86	63.00	0.00			
TOTAL Transmission/Distributio	82.33	87.86	63.00	0.00			
Revenue							
Bond Anticipation Notes							
TOTAL EXPENDITURES	82.33	87.86	63.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	162.82	55.41	0.00	6.77			

POOLED CASH REPORT (FUND 999)

AS OF: FEBRUARY 28TH, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
CLAIM ON CASH						
A00	1.200	Claim on Pooled Cash and CD's	1,780,139.22	12,167,152.28	13,947,291.50	
B00	1.200	Claim on Pooled Cash and CD's	139,399.93	(31,169.31)	108,230.62	
CM1	1.200	Claim on Pooled Cash and CD's	(6,275.23)	0.00	(6,275.23)	
CM3	1.200	Claim on Pooled Cash	828.91	0.00	828.91	
CM6	1.200	Claim on Pooled Cash and CD's	0.01	0.00	0.01	
DA0	1.200	Claim on Pooled Cash and CD's	3,810,765.38	(361,980.90)	3,448,784.48	
DB0	1.200	Claim on Pooled Cash and CD's	3,188,474.42	(3,041.81)	3,185,432.61	
SD1	1.200	Claim on Pooled Cash and CD's	257,123.39	187.63	257,311.02	
SD2	1.200	Claim on Pooled Cash and CD's	637,089.98	1,448.10	638,538.08	
SD3	1.200	Claim on Pooled Cash and CD's	715,096.42	1,505.03	716,601.45	
SF1	1.200	Claim on Pooled Cash and CD's	2,486,436.88	(2,480,022.32)	6,414.56	
SF2	1.200	Claim on Pooled Cash and CD's	2,195,538.27	(2,183,419.90)	12,118.37	
SF3	1.200	Claim on Pooled Cash and CD's	1,432,316.81	(1,427,984.84)	4,331.97	
SF4	1.200	Claim on Pooled Cash and CD's	257,629.86	(257,447.87)	181.99	
SL1	1.200	Claim on Pooled Cash and CD's	25,224.67	(2,315.95)	22,908.72	
SL2	1.200	Claim on Pooled Cash and CD's	32,535.04	(3,423.63)	29,111.41	
SL3	1.200	Claim on Pooled Cash and CD's	5,486.35	(162.30)	5,324.05	
SL4	1.200	Claim on Pooled Cash and CD's	7,600.21	(945.18)	6,655.03	
SL5	1.200	Claim on Pooled Cash and CD's	49,968.85	(3,482.56)	46,486.29	
SR1	1.200	Claim on Pooled Cash and CD's	2,403,324.23	(207,718.28)	2,195,605.95	
SR2	1.200	Claim on Pooled Cash and CD's	330,434.87	(28,183.59)	302,251.28	
SS2	1.200	Claim on Pooled Cash and CD's	27,533.19	20.09	27,553.28	
SS3	1.200	Claim on Pooled Cash and CD's	85,184.23	(84,757.03)	427.20	
SW1	1.200	Claim on Pooled Cash and CD's	38,786.12	28.30	38,814.42	
SW2	1.200	Claim on Pooled Cash and CD's	66,261.87	48.35	66,310.22	
SW3	1.200	Claim on Pooled Cash and CD's	(1,585,264.06)	(335,664.48)	(1,920,928.54)	
SW4	1.200	Claim on Pooled Cash and CD's	22,109.95	16.13	22,126.08	
TA1	1.200	Claim on Pooled Cash and CD's	528,207.55	(8,008.20)	520,199.35	
TA2	1.200	Claim on Pooled Cash and CD's	100,451.13	0.00	100,451.13	
W80	1.200	Claim on Pooled Cash and CD's	(676.90)	0.00	(676.90)	
W90	1.200	Claim on Pooled Cash and CD's	5,035.31	3.69	5,039.00	
TOTAL CLAIM ON CASH			19,036,766.86	4,750,681.45	23,787,448.31	
CASH IN BANK - POOLED CASH						
999	1.100	Pooled Cash - Investing	14,907,713.70	(8,870,207.31)	6,037,506.39	
999	1.101	Pooled Cash - Checking	13,768.33	0.00	13,768.33	
999	1.102	Pooled Cash - Payroll	74,826.36	(19,526.91)	55,299.45	
999	1.202	M&T Bank US Treasury Bill	4,040,458.47	13,640,415.67	17,680,874.14	
SUBTOTAL CASH IN BANK - POOLED CASH			19,036,766.86	4,750,681.45	23,787,448.31	
TOTAL CASH IN BANK - POOLED CASH			19,036,766.86	4,750,681.45	23,787,448.31	

POOLED CASH REPORT (FUND 999)

AS OF: FEBRUARY 28TH, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
DUE TO OTHER FUNDS - POOLED CASH						
999	-2.630	Due To Other Funds	19,036,766.86	4,750,681.45	23,787,448.31	
TOTAL DUE TO OTHER FUNDS			19,036,766.86	4,750,681.45	23,787,448.31	

POOLED CASH REPORT (FUND 999)
AS OF: FEBRUARY 28TH, 2026

FUND ACCOUNT# ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
DUE TO POOLED CASH				
A00-2.600Pooled Accounts Payable	33,645.42	(33,645.42)	0.00	
B00-2.600Pooled Accounts Payable	74.53	(74.53)	0.00	
DA0-2.600Pooled Accounts Payable	6,010.31	(6,010.31)	0.00	
TOTAL DUE TO POOLED CASH	39,730.26	(39,730.26)	0.00	
DUE FROM OTHER FUNDS				
999-1.390Due From Other Funds	39,730.26	(39,730.26)	0.00	
TOTAL DUE FROM OTHER FUNDS	39,730.26	(39,730.26)	0.00	
ACCOUNTS PAYABLE - POOLED CASH				
999-2.600Accounts Payable	39,730.26	(39,730.26)	0.00	
TOTAL ACCOUNTS PAYABLE POOLED CASH	39,730.26	(39,730.26)	0.00	

*** PROOF CASH BALANCES ***

(A)		(B)		(C)	
CLAIM ON CASH	23,787,448.31	CLAIM ON CASH	23,787,448.31	CASH IN BANK	23,787,448.31
CASH IN BANK	23,787,448.31	DUE TO OTHER FUNDS	23,787,448.31	DUE TO OTHER FUNDS	23,787,448.31
DIFFERENCE	0.00		0.00		0.00

*** PROOF ACCOUNTS PAYABLE BALANCES ***

(D)		(E)		(F)	
AP CONTROL	0.00	AP CONTROL	0.00	DUE FROM OTHER FUNDS	0.00
DUE FROM OTHER FUNDS	0.00	DUE TO POOLED CASH	0.00	DUE TO POOLED CASH	0.00
DIFFERENCE	0.00		0.00		0.00

*** END OF REPORT ***

Budget Items - March 11, 2026

Budget Adjustments

Acct Number	Acct Name	Adjustment
A00 4.2706.315	Tree Commission	75,000.00
A00 4.2680	Insurance Recoveries	1,088.00

Budget Transfers

From Acct Number	Acct Name	To Acct Number	Acct Name	Amount
A00 5.1620.400	Buildings-Maintenance Contracts	A00 5.1620.440	Buildings-Repairs	1,820.00
A00 5.1930.400	Special Items-Judgement & Claims	A00 5.1950.400	Special Items-Taxes on Town Property	1.42

301 Brooklea Drive
Fayetteville, NY 13066
Phone 315-637-3414
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Supervisor:
John T. Deer

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

Minutes
Town Board Meeting
February 25, 2026
6:30 PM

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 Website, Town Facebook page and the Town YouTube Channel.
Supervisor Deer presided, and the following Board members were present:

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

The following Town Officers were present: Carrie Grevelding, Town Clerk. William Wolfe, Town Attorney. Jason Cassalia, Chief of Police. Ann Oot, Town Manager. Kay Blythe, Assistant Town Manager. Maria Lenway, Comptroller. Tom Poitras, Director of Planning and Development.

In-Person Attendees: Mark Matt, Fayetteville. Cheryl Matt, Fayetteville. Craig Dudczak, Fayetteville. Rhonda Payne, East Syracuse. Eric Payne, East Syracuse. Caroline Payne, East Syracuse. Ron Searle, East Syracuse. Tom Bassett, Manlius. Matthew Denton, Manlius. Nora Powers, East Syracuse. Alaina McCaslin, East Syracuse. April McCaslin, East Syracuse. Mike Small, Fayetteville. Dylan Black, Fayetteville. Jane Mulvey, Fayetteville. Cecilia Mulvey, Fayetteville.

Virtual Attendees: Cayla Hartnett

Pledge Of Allegiance

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Supervisor Deer called the meeting to order at 06:32 PM. Councilor Nicholson led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

Black History Month Presentation

Councilor Kriesel thanked everyone for attending. Students from both the Fayetteville-Manlius Central School District and the East Syracuse-Minoa Central School District had the opportunity to speak about their involvement in Black History Month and to share their insights and experiences. A representative from Senator Ryan's Office presented the students with certificates in recognition of their participation.

1. Proclamation

Councilor Kriesel read the proclamation from the Town Board.

Open Podium

Cheryl Matt of Fayetteville spoke regarding the importance of maintaining public confidence in local government. She emphasized the need to adhere to Open Meetings Law requirements, discussed concerns related to the tax increase, and stressed the importance of transparency. She noted the use of an outside facilitator and encouraged greater involvement from community members.

Matthew Denton of Manlius discussed the facilitation contract and stated that the Board should listen to the facts when looking for ways to decrease spending. He expressed that any additional spending should not come from taxpayer dollars and indicated that the matter should be discussed with the community.

Planning and Development

1. Northern Manlius Sanitary Sewer Project

Tom Poitras, Director of Planning, presented the project to the Town Board.

Councilor Nicholson made a motion, Seconded by Councilor Nesci, to authorize the publication and release of the Request for Qualifications for Engineering Services for the Town of Manlius Northern Sanitary Sewer Project.

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

Nayes: None
Abstain: None
Results: Passed

Draft

Town of Manlius Police Department

1. Police Department Building Lease

Councilor Nicholson made a motion, Seconded by Councilor Nesci, to authorize the supervisor to sign the lease agreement with the Village of Manlius for a 3 year term effective January 1, 2026 to December 31, 2028, as amended by the Town Attorney.

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

Nayes: None
Abstain: None
Results: Passed

2. Surplus/Sale - 2017 Ford Interceptor Police Package Vehicle

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to declare a 2017 Ford Interceptor Utility Vehicle as Surplus and authorize the Supervisor to sign the IMA with the Village of Manlius for the sale and purchase of the 2017 Ford Interceptor Utility Vehicle in the amount of $9,500.

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

Nayes: None
Abstain: None
Results: Passed

Town Highway Department

1. Change Work Order - Vehicle Storage Building

Councilor Bollinger made a motion, Seconded by Councilor Kriesel, to authorize the supervisor to sign change order.

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

Nayes: None
Abstain: None
Results: Passed

Town Municipal Facilities & Police Department Headquarters - Facilitation Contract

1. Karen Lynn Kaplan

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Councilor Gonzalez-McCurdy advised that she has received significant feedback from the board with requested updates to the contract. The contract has been tabled for the March 11, 2026 Town Board Meeting.

Councilor Gonzalez-McCurdy made a motion, Seconded by Councilor Kriesel, to set date for work session for Municipal Facilities discussion for April 8, 2026 @5PM.

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

Nayes: None
Abstain: None
Results: Passed

Town Committees

The Board discussed the reasoning behind these documents and have tabled this for a future meeting.

1. Town Committee Guidelines

IG - Explained the reasoning behind this - Just looking to have a discussion regarding guidelines - difference between commission and committees. Monday - Tues comments submitted and get with Attorney -

2. Town Committee Standards of Conduct

Routine Business

1. Budget Items

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to approve the budget adjustments as presented by the Town Comptroller.

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

Nayes: None
Abstain: None
Results: Passed

Councilor Bollinger made a motion, Seconded by Councilor Nesci, to approve the budget transfers as presented by the Town Comptroller.

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

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Nayes: None
Abstain: None
Results: Passed

2. Supervisor's Reports - December 2025 & January 2026

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the Supervisor's reports for December 2025 as presented by the Town Comptroller.

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

Nayes: None
Abstain: None
Results: Passed

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the Supervisor's reports for January 2026 as presented by the Town Comptroller.

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

Nayes: None
Abstain: None
Results: Passed

3. Announcements

Councilor Nicholson gave an update on the student from Maxwell School working on the Community Link Program and advised that once completed a presentation would be made to the board. Councilor Nicholson also discussed his time at the NYAOT conference.

Councilor Nesci announced that he has spoken to Legislator Denton and Chairwoman Watts regarding Limestone Creek. They hope to have a further update in the next few weeks.

Councilor Italiano announced that she attend the Manlius Fire Departments installation banquet where they installed 14 officers. Fayetteville Center for Active Adults will be having their Mayors Dinner on March 1, 2026.

Councilor Bollinger announced that the first meeting for Zoning Advisory Committee with be March 4, 2026. It is estimated that it will take 2 years to complete this project. The first year will consist of review and complying suggestions and the second year will be the legal portion for any changes and updates. Councilor Bollinger also announced that there will be a community meeting on March 16, 2026 at the Fayetteville Library

Draft

regarding the Burdick/Genesee Corridor. Councilor Bollinger discussed her time at the NYAOT Conference as well.

4. Approval of Minutes - February 11, 2026

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to approve the minutes from February 11, 2026, as amended by the Town Clerk.

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

Nayes: None
Abstain: None
Results: Passed

5. Approval Abstract #4

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve Abstract #4 in the amount of $1,316,319.06.

TOWN OF MANLIUS
Fund Summary
Abstract #4 - 2026

CODE	FUND	TOTALS
A	General Fund Townwide	$953,248.21
B	General Fund Part Town	$4,710.12
DA	Highway Fund Townwide	$34,396.78
DB	Highway Fund Part Town	$537.43
SR1	Trash	$212,284.60
SR2	Brush	$26,384.58
SS3	Megnin Sewer District	$84,757.34
	Total	$1,316,319.06

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

Nayes: None
Abstain: None
Results: Passed

Adjournment

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 07:53 PM.

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Respectfully Submitted by:

Carrie Grevelding
Town Clerk

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Abstract #5

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	24,396.13
A00-3120	Police	1,420.00
A00 TOTAL	General Fund Townwide	25,816.13
	** TOTAL **	25,816.13

NO ERRORS

** END OF REPORT **

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	935.27
A00-1010	Town Board	2,468.18
A00-1110	Justices	24.00
A00-1220	Supervisor	477.98
A00-1330	Receiver of Taxes	19.99
A00-1410	Town Clerk	19.99
A00-1620	Buildings	2,128.04
A00-1670	Central Printing	671.16
A00-3120	Police	4,971.87
A00-3310	Traffic Control	129.96
A00-5132	Garage	11,666.72
A00-7310	Recreation	6,357.77
A00 TOTAL	General Fund Townwide	29,870.93
B00-3620	Codes Enforcement	47.83
B00 TOTAL	General Fund Part Town	47.83
DA0-5130	Machinery	628.19
DA0-5142	Snow Removal	505.23
DA0 TOTAL	Highway Fund Townwide	1,133.42
	** TOTAL **	31,052.18

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	4,606.70
A00-1410	Town Clerk	1,274.00
A00-3120	Police	18.28
A00-5132	Garage	30.50
A00-7310	Recreation	409.00
A00 TOTAL	General Fund Townwide	6,338.48
B00-3620	Codes Enforcement	200.00
B00 TOTAL	General Fund Part Town	200.00
DA0-5142	Snow Removal	874.50
DA0 TOTAL	Highway Fund Townwide	874.50
	** TOTAL **	7,412.98

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	3,377.95
A00-1620	Buildings	405.60
A00-1640	Central Garage	5,426.24
A00-3120	Police	1,143.50
A00-3310	Traffic Control	78.14
A00-5132	Garage	2,698.36
A00-5182	Street Lighting	691.28
A00-9045	Employee Benefits	409.18
A00-9055	Employee Benefits	494.87
A00-9060	Employee Benefits	190,209.31
A00 TOTAL	General Fund Townwide	204,934.43

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-9055	Employee Benefits	20.91
B00-9060	Employee Benefits	6,023.56
B00 TOTAL	General Fund Part Town	6,044.47
DA0-9055	Employee Benefits	181.22
DA0-9060	Employee Benefits	39,865.87
DA0 TOTAL	Highway Fund Townwide	40,047.09
SL1-5182	Street Lighting	2,535.43
SL1 TOTAL	Overhead Lighting	2,535.43
SL2-5182	Street Lighting	3,713.36
SL2 TOTAL	Underground Lighting	3,713.36
SL3-5182	Street Lighting	180.58
SL3 TOTAL	Entry Lighting	180.58
SL4-5182	Street Lighting	986.94
SL4 TOTAL	Garden Park Lighting	986.94
SL5-5182	Street Lighting	3,809.58
SL5 TOTAL	Ratnour Bridge Lighting	3,809.58
SR1-9060	Employee Benefits	250.99
SR1 TOTAL	Manlius Res Trash Dist	250.99
SR2-9060	Employee Benefits	250.99
SR2 TOTAL	Manlius Res Brush Dist	250.99
	** TOTAL **	262,753.86

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	2,096.75
A00-1220	Supervisor	96.61
A00-1355	Assessors	28,600.00
A00-1410	Town Clerk	527.63
A00-1460	Records Management	923.50
A00-1620	Buildings	114.20
A00-1640	Central Garage	15.98
A00-1670	Central Printing	3,795.00
A00-3120	Police	9,208.27
A00-5132	Garage	2,021.77
A00-7310	Recreation	375.00
A00 TOTAL	General Fund Townwide	47,774.71
B00-8010	Zoning	182.90
B00 TOTAL	General Fund Part Town	182.90
DA0-5130	Machinery	8,114.33
DA0-5142	Snow Removal	41,563.51
DA0 TOTAL	Highway Fund Townwide	49,677.84
DB0-5110	General Repairs	263.50
DB0 TOTAL	Highway -Part Town	263.50
	** TOTAL **	97,898.95