

Please turn off your cell phone

Agenda
Manlius Town Board
May 9, 2018
6:30 PM

1. The Pledge of Allegiance
2. Approval of Minutes – April 25, 2018
3. Approval of Abstract # 9
4. All Mode Contract
5. Hydrant Request – Megnin Farms Phase 6- Harness Hook Lane
6. Intermunicipal Agreement – Village of Manlius – Code Enforcement
7. Bid Results – Coventry Road Drainage Improvement Project & Enders Road Drainage Improvement Project
8. Authorize Deed Filing – Megnin Farms Phase 3 & 4 Highway Agreement Quarter Horse Run, Strawmount Trail
9. Authorize Highway Superintendent to Sign Consent to Lay Out a Highway
Authorize Supervisor to Sign Highway Agreement - Megnin Farms Phase 5 Quarter Horse Run
10. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
Part-time Code Officer Position
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
11. Adjournment

RECEIVED

APR 30 2018

TOWN OF MANLIUS
SUPERVISOR'S OFFICE

Page 1 of 12

**All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement**

Date: 4-23-2018

Town of Manlius
("CLIENT")
301 Brooklea Drive
Fayetteville, New York 13066
315-637-3414

ALL-MODE COMMUNICATIONS, INC.
("ALL-MODE")
1725 Dryden Road
Freeville, New York 13068
607-347-4164

Client Account No. 56332
Effective Date: June 17, 2018

ALL-MODE COMMUNICATIONS, INC. is committed to maintaining relationships with our customers that allow us to provide reliable and comprehensive on-going support services at a fair and competitive price. For clients under warranty and clients covered under All-Mode's Service and Support Plan, All-Mode Communications, Inc. will guarantee two hour response for major system malfunctions. If an All-Mode technician does not respond within the guaranteed two hour time interval, the client will be given a credit equal to the monthly cost of the Service and Support Plan, except that said credit shall not exceed five hundred dollars. Response is defined as remote access in (when remote access is accessible). After remote system diagnostics have been performed and it is determined that on site repairs or support is needed, a technician will be dispatched.

This support service includes:

1. Service response for major system malfunctions within two business hours and for minor system malfunctions within one business day

Major system malfunctions include a disruption in service affecting the attendant console, more than 25% of the telephones and/or trunks, or any telephones or applications deemed critical by the customer

2. All parts and labor associated with service repair work included at no additional charge, with as needed access to ALL-MODE's complete inventory of all spare parts required to support the Mitel system.
3. Disaster recovery support from All-Mode Communications - In the event of a catastrophe causing damage to your Mitel system beyond repair.
4. Annual preventive maintenance, including (if applicable) system software backups and battery/UPS inspections (**requires on-site support**)
5. Telco circuit fault diagnosis. (**requires on-site support**)
6. The work order charge of \$45.00 is waived for on-site visits. (**all plans**)

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 2 of 12

7. Remote Programming – four (4) hours per contract year (must have VPN access)
8. Remote Mitel software upgrades covering labor to install. Upgrades will be performed during the hours of the selected plan coverage. **(Note: On-site training is not included in any of the support plans.)**

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 3 of 12

Exhibit 1

Following is All-Mode's Labor Rate Pricing for Time and Material work such as Moves and Changes, and other items not covered by this Service and Support Plan.

Discounted Hourly Labor Rate Schedule and Terms for Service and Support Customers
Effective 10/1/2017 – 9/30/2018

<i>Labor Classification</i>	Regular Time	Overtime (Time & 1/2)	Double Time
Service/Installation Tech	106.00	142.00	178.00
Client Support	106.00	142.00	178.00
Engineer	122.40	163.20	204.00
Senior WAN/LAN Engineer, Professional Services, Client Maintained *	165.00	220.00	275.00

All work involving customer premises visit(s) is billed based on:

<i>Client LOCATION</i>	<i>BILLING POLICY</i>
Local Service Area	1/2 hour base charge plus one-half-hour minimum
Normal Service Area	One way travel based on a standard travel time plus one-hour minimum
Extended Service Area	Actual round-trip travel plus one-hour minimum
All Areas	\$45.00 Work order charge applied
All work involving only remote access to a Client's System is billed based on:	
All Areas	1/2 hour minimum, no base charge, no travel, no work order charge

1. The Overtime Rate will be charged for any change orders that a client requires to be completed within three business days from receipt of order. (This higher rate will not apply if All-Mode personnel for the appropriate Labor Classification are available at the Regular Time Rate.) All change orders and repair service orders that are performed in our Local and Normal Service Areas on a Time and Material basis, and that require a site visit, will incur either a one-half-hour base charge or a one-way travel charge based on the location. All clients outside our Normal Service Area will be charged portal to portal travel.
2. The total of on-site time and off-site preparation time will be billed in quarter-hour increments, with a one-half-hour minimum for Local Service Area clients and a one-hour minimum for all other clients, based on the established hourly rates listed in the table above.
3. Any change order or repair service order that does *not* require a site visit will not incur a base charge, travel time, or a work order charge. All such time will be billed in one-quarter hour increments with a one-half hour minimum. All other work orders will incur a work order charge, unless the Client is on a Service and Support Plan.
4. There is no charge for any labor necessary for warranty repairs.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 4 of 12

Exhibit 1A

Following is All-Mode's Labor Rate Pricing for Time and Material work such as Moves and Changes **not on a Service and Support Plan**.

Standard Hourly Labor Rate Schedule and Terms for Time and Material Customers
Effective 10/1/2017 – 9/30/2018

Labor Classification	Regular Time	Overtime (Time & 1/2)	Double Time
Service/Installation Tech	118.00	158.00	198.00
Client Support	118.00	158.00	198.00
Engineer	170.00	227.00	284.00
Senior WAN/LAN Engineer, Professional Services, Client Maintained *	180.00	241.00	302.00

All work involving customer premises visit(s) is billed based on:

Client LOCATION	BILLING POLICY
Local Service Area	1/2 hour base charge plus one-half-hour minimum
Normal Service Area	One way travel based on a standard travel time plus one-hour minimum
Extended Service Area	Actual round-trip travel plus one-hour minimum
All Areas	\$45.00 Work order charge applied

All work involving only remote access to a Client's System is billed based on:

All Areas	1/2 hour minimum, no base charge, no travel
------------------	--

1. The Overtime Rate will be charged for any change orders that a client requires to be completed within three business days from receipt of order. (This higher rate will not apply if All-Mode personnel for the appropriate Labor Classification are available at the Regular Time Rate.) All change orders and repair service orders that are performed in our Local and Normal Service Areas on a Time and Material basis, and that require a site visit, will incur either a one-half-hour base charge or a one-way travel charge based on the location. All clients outside our Normal Service Area will be charged portal to portal travel.
2. The total of on-site time and off-site preparation time will be billed in quarter-hour increments, with a one-half-hour minimum for Local Service Area clients and a one-hour minimum for all other clients, based on the established hourly rates listed in the table above.
3. Any change order or repair service order that does *not* require a site visit will not incur a base charge, travel time, or a work order charge. All such time will be billed in one-quarter hour increments with a one-half hour minimum. All other work orders will incur a work order charge, unless the Client is on a Service and Support Plan.
4. There is no charge for any labor necessary for warranty repairs.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 5 of 12

Please Note:

Customers electing not to subscribe to the Service and Support Plan will be invoiced on a Time and Materials basis for all service work. Response time for minor service calls will be made on a "best effort" basis, with priority given to Service and Support Plan customers.

Non - ALL-MODE provided equipment will be installed and serviced at the Customer Provided Equipment Time and Material labor rate (currently \$165.00 and \$180.00 per hour). When needed, replacement parts will be sold at standard purchase prices and is then covered under this contract.

All-Mode provides reduced cost alternatives to the Standard Service and Support Plan offerings for those customers wishing to have support only on the central PBX components.

- **The "Economy" offering will provide the same coverage as the Basic Service and Support Plan, with the exception that service work on telephones and wiring will be handled on a Time and Materials basis.**
- **All Support plans exclude troubleshooting data network issues.**
- **Remote support option for Standard or Economy. Labor is charge only if we need to make a site visit.**

**All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement**

Page 6 of 12

Exhibit 2

COVERAGE TO INCLUDE:

1 Mitel IP Telephone System with Voice Mail, Including the following components:

- 1 **Server (running rls 14.2 application software)**
- 1 **SG 220T1K Switch**
- 1 **SG 30 Switch**
- 32 **Extension & Mailbox Clients**
- 16 **Extension Only Clients**
- 1 **Operator License**
- 26 **Professional Call Manager**
- 1 **Additional Site License**
- 37 IP230 Telephones
- 6 IP420 Telephones
- 1 TE600 UPS (batteries are not covered)

Note: Bold indicates items that are covered under the Economy Plan

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 7 of 12

Standard Terms and Conditions

1. SERVICE COVERAGE

Business Day Coverage - available from 8 a.m. to 5 p.m. Monday through Friday, exclusive of All-Mode holidays.

24 Hour Coverage - available 24 hours per day, 7 days a week, including All-Mode holidays.

If Client requests maintenance to be performed outside the service coverage period, the service will be furnished at All-Mode's applicable Standard Hourly Labor Rate Schedule and Terms then in effect (reference Exhibit 1). Travel time and expenses are billable in connection with such maintenance. For the purpose of the Agreement, any All-Mode-provided maintenance service started during the principal period of maintenance service and completed within one hour after such period will be treated as having been performed within such period and no additional charge will be made therefore. Otherwise, a minimum of 2 hours will be billed for service delivered outside the selected Service Coverage period.

2. TERM

The term of this Agreement begins on the Effective Date and continues, except as may be otherwise provided for in this Agreement, for 1 year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless at least thirty (30) days prior to the anniversary of the Effective Date of this Agreement, either party notifies the other in writing of its intention to terminate as of the anniversary of the Effective Date of the Agreement. ALL-MODE reserves the right to cancel and terminate this Agreement at any time any charges are past due.

3. CHARGES/PAYMENT

The Client agrees to pay All-Mode any applicable mutually agreed upon charges that may be due at the initiation of this Agreement. Ongoing charges shall be due and payable in advance by the first day of the period (month, quarter, or year as applicable) during which services will be provided under this Agreement.

A monthly service charge of 1 1/2% per month (18% per annum) will be charged on past due accounts. Failure by Client to pay invoices according to terms, including finance charges, shall nullify All-Mode's obligation to respond under this Agreement until such past due invoices are paid in full.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges, or on this Agreement, by any governmental body, including state and local privilege or excise taxes, and any taxes or amount in lieu thereof paid or payable by ALL-Mode in respect of the foregoing. Such additional charges shall not, however, include any taxes based on All-Mode's net income.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 8 of 12

4. ADDITIONAL EQUIPMENT/MOVES & CHANGES AND REARRANGEMENTS

Additional equipment may be added to the list on Exhibit 2 at the maintenance charges in effect on the date such equipment is installed or becomes subject to the terms of this Agreement. Equipment may be rearranged, at Client's request, at All-Mode's charges then in effect. Said additional maintenance charges shall be added to the equipment list and a copy of said amended list provided to Client with the billing at the time of any increase.

(Optional: Additional items of equipment will be made subject to this Agreement upon execution by a duly authorized representative of the Client, and acceptance thereof by All-Mode, of (a) the Client's purchase order, (b) All-Mode's form of addendum or (c) a letter of agreement. Such modification will state the location, the additional items of equipment, model, serial number, the effective date of the commencement of maintenance service and charges with respect to such equipment.)

5. SCOPE OF MAINTENANCE SERVICE

All-Mode will render maintenance service to keep the equipment in, or restore the equipment to, proper working order. This maintenance service includes maintenance based upon the specific needs of the individual item of equipment as determined by All-Mode and unscheduled, on-call remedial maintenance. The hours during which maintenance service is offered will vary, depending upon the coverage option selected by Client.

Maintenance will include adjustments to the equipment and replacement of maintenance parts deemed necessary by All-Mode. Maintenance parts will be new or reconditioned to perform as new and will be furnished on an exchanged basis for Service and Support Plan customers, with the exchanged parts becoming the property of All-Mode. This Agreement, however, does not cover labor and materials to replace parts lost, stolen or damaged by accident, negligence, power surge, lightning or causes other than ordinary use. Further, maintenance service does not include labor and material costs of additions to, rearrangement, relocation or removal of equipment. If persons other than All-Mode representatives perform installation, maintenance or repair of the equipment and All-Mode is required to restore the equipment to good working order by reason thereof, or if the Client requests service outside the scope of maintenance services, such repair or service will be furnished at All-Mode applicable rates for time and materials then in effect, subject to the provisions of paragraph 6. Maintenance service provided under this Agreement does not assure uninterrupted operation of the equipment.

All Client malfunction reports shall be made by telephone to a number provided to Client by All-Mode which number shall be answered by All-Mode or its representative on a 24-hour a day basis.

All-Mode agrees to inspect and repair if necessary all equipment in service at the time of this agreement on a semiannual basis without notification by the Client. The Client agrees to provide access to all All-Mode equipment locations during regular working hours and under reasonable circumstances for the purpose of providing preventative maintenance.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 9 of 12

Especially in the case of data processing or computer equipment, Client shall ensure that all of its files are adequately duplicated, backed-up, and documented. Upon reasonable notice to Client, All-Mode or its agents, employees or representatives for subcontractors shall have and the Client hereby grants, unrestricted access to the equipment and premises for the purpose of performing maintenance service.

6. NOT INCLUDED IN MAINTENANCE SERVICE

6.1 The following services are provided on a time and materials basis to Client's selecting any Service and Support Plan option:

A. Repair of damage or the provision of service:

1. Due to any cause external to the equipment adversely affecting its operability or service ability, including, but not limited to, fire, water, and lightning, or due to neglect or misuse;
2. Caused by alterations, including, but not limited to any deviation from the equipment manufacturer's design;
3. Caused by attachments other than those provided by All-Mode or devices which are incompatible with the equipment;
4. Caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable manufacturer;
5. Caused by moves, changes, rearrangements or maintenance performed by an entity other than All-Mode;
6. Caused by the use of the equipment for purposes other than for which it is designed;

B. Furnishing supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification changes or performing services connected with relocation of equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein.

6.2 The following services (inclusive of replacement of maintenance parts) are outside the scope of All-Mode maintenance service provided hereunder:

A. Electrical work external to the equipment;

B. Maintenance of accessories, alterations, attachments, or other devices which are not within the All-Mode product line, or which are not then serviced by All-Mode;

C. Diagnosis of problems that conclusively indicate a malfunction in anything that is not then serviced by All-Mode;

D. Such service which is impractical for an All-Mode service representative to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 10 of 12

7. LIMITATION OF LIABILITY

All-Mode's liability to Client and/or any third party (whether in contract or in tort) for damages of any nature arising out of All-Mode's performance under this Agreement shall not exceed the amount paid by Client to All-Mode under this Agreement when the cause of action arose.

While All-Mode takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain the equipment and software covered by this Agreement in a manner to prevent fraudulent intrusions.

Therefore, no express or implied warranty is made against fraudulent uses that may be made of said equipment and software.

In no event will All-Mode be liable for any lost profits or business opportunities, or any special, indirect or consequential damages even if All-Mode has been advised of the possibility of same. There are no other warranties expressed or implied by All-Mode, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

Further, no liability will arise if the performance of such services is prevented by declared government emergencies, civil disturbances, strikes or other cause beyond All-Mode's control. Neither party may bring any action, regardless of form, arising out of this Agreement, more than one (1) year after the cause of action has arisen.

8. DELAYS

In no event will All-Mode be liable for any delay in performance directly or indirectly caused by events beyond the control of All-Mode, including but not limited to: acts of Client, its agents, employees or subcontractors; acts of God; acts of the public enemy; acts of the United States, a State or political subdivision; fire, floods or other natural disaster; accidents; wars; labor disputes or shortages; inability to obtain material, power, equipment or transportation; or any other similar or different contingency beyond the control of All-Mode.

9. ASSIGNMENTS

Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any attempt by either party to assign or transfer any of the rights, duties or obligations of this Agreement without the other party's written consent voids this contract. All-Mode reserves the right to assign its obligations under the Agreement to a fully qualified service agent.

10. REMEDIES

If either party shall breach or default in its performance of any of its obligations under this Agreement, and shall fail to remedy any such breach or default within thirty (30) days after written notice thereof, in addition to any other remedies the non-defaulting party may have at law or inequity, the non-defaulting party may, at its option, cancel this Agreement by written notice to that effect.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 11 of 12

11. GOVERNING LAWS

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

12. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties in relation to the subject matter hereof, and may not be modified, amended or supplemented except by written Agreement signed by an authorized representative of each party.

13. INDEMNIFICATION

Client holds All-Mode Communications, Inc. and its respective shareholders, officers, directors, employees, members, agents and assigns ("All-Mode's Indemnified Parties") harmless and shall indemnify and defend All-Mode's Indemnified Parties from any loss, cost, claim, damage or expense arising from the sole negligence of Client, its employees, agents, representatives or subcontractors.

14. MISCELLANEOUS

This Agreement replaces any other previous Service Agreement between the Client and All-Mode for the repair, maintenance and service of the equipment. The Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.

15. CONTRACT ACCEPTANCE

This Agreement Is Not Binding Upon All-Mode Until Accepted At Its Corporate Office.

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

Page 12 of 12

Pricing and Service Options:

	<u>Business Day</u> <u>Monthly Rate</u>	<u>24 Hour</u> <u>Monthly Rate</u>
Full On-site S&S Plan	\$220.00	\$255.00
Economy On-site S&S Plan	\$148.00	\$185.00
Full Remote S&S Plan	\$170.00	\$200.00
Economy Remote S&S Plan	\$113.00 X	\$145.00

Select from the following options:

	Service Coverage:	Billing Option:
☐ Full On-site plan	☐ Business Day	☐ Monthly
☐ Economy On-site Plan	☐ 24 Hour	☒ Quarterly
☐ Full Remote Plan		☐ Semi-Annual
☒ Economy Remote Plan		☐ Annual

Is CLIENT Tax Exempt? If so, attach copy of Exemption Certificate and check here.

Does CLIENT pay Sales Tax directly to the taxing authority? If so, check here.

AGREED TO BY CLIENT:

AGREED TO BY ALL-MODE:

By: _____

By: Thomas E. Herring

Title: _____

Title: VP of Service and Support

Date: _____

Date: 4-23-201

Town of Manlius 201



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

Central New York's Water Authority

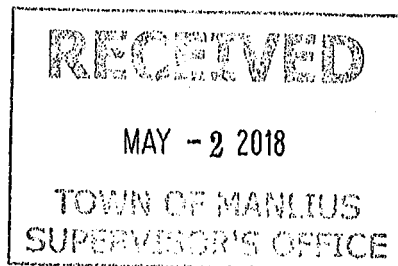
www.ocwa.org

April 27, 2018

Mr. Edmund Theobald, Supervisor
Town of Manlius
301 Brooklea Dr, Box 9
Fayetteville, NY 13066

Re: OCWA Project Nos. 4180077 & 9003929
6" & 8" Extension Megnin Farms, Phase VI
Town of Manlius

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



Dear Mr. Theobald:

Enclosed please find Map File No.1804, Sheet 5 showing proposed hydrant #14361 in the existing O560 Mycenae Water Supply District for your review.

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

The Developer, Oot Brothers, Inc., will pay for the hydrant installation in conjunction with the 6" & 8" Water Main Extension. The Town will be notified when the hydrant is in service, and they will be billed the annual hydrant maintenance rate, which is currently \$71.61 per hydrant per annum.

Thank you for your attention to this matter.

Very truly yours,

OCWA

Patrick Sherlock, P.E.
Engineering Manager

PS:aa

cc: Project # 9003929
File #18

Enc. M.F. 1804 Sht. 5
3 Applications for Fire Hydrant

Billing Symbol - GOMR

Original-Town Clerk 5-2-18 *and*



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

Central New York's Water Authority

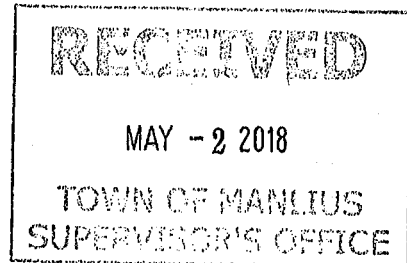
www.ocwa.org

April 27, 2018

Mr. Edmund Theobald, Supervisor
Town of Manlius
301 Brooklea Dr, Box 9
Fayetteville, NY 13066

Re: OCWA Project Nos. 4180077 & 9003929
6" & 8" Extension Megnin Farms, Phase VI
Town of Manlius

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



Dear Mr. Theobald:

Enclosed please find Map File No.1804, Sheet 5 showing proposed hydrant #14361 in the existing O560 Mycenae Water Supply District for your review.

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

The Developer, Oot Brothers, Inc., will pay for the hydrant installation in conjunction with the 6" & 8" Water Main Extension. The Town will be notified when the hydrant is in service, and they will be billed the annual hydrant maintenance rate, which is currently \$71.61 per hydrant per annum.

Thank you for your attention to this matter.

Very truly yours,

OCWA

Patrick Sherlock, P.E.
Engineering Manager

PS:aa

cc: Project # 9003929
File #18

Enc. M.F. 1804 Sht. 5
3 Applications for Fire Hydrant

Billing Symbol - GOMR

Original - Town Clerk 5-2-18 *and*

[illegible]

PRESSURE CHECK	
SUPPLY TDH (HIGHEST) - 103'	SUPPLY TDH (LOWEST) - 103'
GROUND ELEV. (LOWEST) - 980'	GROUND ELEV. (HIGHEST) - 1022'
FEET OF HEAD - 12.5' X .43	FEET OF HEAD - 87' X .43
HIGHEST PRESSURE - 52 PSI	LOWEST PRESSURE - 34 PSI

Diagram illustrating various utility symbols and their corresponding descriptions:

- EXISTING WATER MAINS & HYDRANTS**: Symbol shows a vertical line with a crossbar and a small circle.
- WATER MAINS & HYDRANTS INSTALLED UNDER 4180075 , 9003924**: Symbol shows a vertical line with a crossbar and a small circle.
- HYDRANT THREAD CODE**: Symbol shows a circle with the number "N" inside.
- HYDRANT NUMBER**: Symbol shows a circle with the number "9999" inside.
- GATE VALVE**: Symbol shows a vertical line with a crossbar and a small circle.
- WATER SERVICE & CURB BOX.**: Symbol shows a vertical line with a crossbar and a small circle.
- STORM SEWER W/ CATCH BASINS**: Symbol shows a horizontal line with a crossbar and a small circle.
- SANITARY SEWER W/ MANHOLES**: Symbol shows a horizontal line with a crossbar and a small circle.
- GAS MAIN**: Symbol shows a horizontal line with a crossbar and a small circle.
- UNDERGROUND ELECTRIC CABLE**: Symbol shows a horizontal line with a crossbar and a small circle.
- UNDERGROUND TELEPHONE CABLE**: Symbol shows a horizontal line with a crossbar and a small circle.
- SEWER FORCE MAIN**: Symbol shows a horizontal line with a crossbar and a small circle.
- MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE**: Symbol shows a horizontal line with a crossbar and a small circle.
- CENTRELINE OF ROAD**: Symbol shows a horizontal line with a crossbar and a small circle.

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

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

DATE _____

REVISION	DATE	BY		NORTHERN CONCOURSE PO BOX 4549 SYRACUSE, NY 13211
PLAN APPROVED	9/1/88	PHS		
			8" EXTENSION MALLARDS LANDING SECTION 9 TOWN OF MANLIUS	
DESIGN	TJD	SCALE :	1" = 50'	MAP FILE 815
DRAWN	TJD	FILE No.	4180075	TRACT MAP
CHECKED	SJD			450
DATE	04/30/2018		9003924	

AGREEMENT

INTERMUNICIPAL AGREEMENT RELATIVE TO THE PROVIDING OF CODE ENFORCEMENT SERVICES

This Agreement, made as of this _____th day of May, 2018, by and between the Town of Manlius, New York ("Town"), a municipal corporation with its offices and principal place of business located at 301 Brooklea Drive, Fayetteville, New York and the Village of Manlius, New York ("Village"), a municipal corporation with its offices and principal place of business located at One Arkie Albanese Avenue, Manlius, New York.

WITNESSETH:

WHEREAS, the Village is without a code enforcement officer;

WHEREAS, the Village has asked the Town to assist it with code enforcement services on an emergency basis until it hires its own code enforcement officer;

WHEREAS, the Town agrees to provide such emergency code enforcement services; and

WHEREAS, municipal corporations have the authority under the New York State General Municipal Law to enter into intermunicipal agreements for the performance among themselves of their respective functions, powers and duties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Code Enforcement Services:
 - a. The Town agrees to provide code enforcement services to the Village in emergency situations. Whether a situation constitutes an emergency code enforcement situation will be determined solely by the Town upon a request from the Mayor for such services. The Mayor or his designee shall contact the Town Supervisor or his designee to request such emergency services.
2. General Terms:
 - a. This Agreement may be terminated by either party upon written notice to the other party.

- b. The Village shall indemnify and hold harmless the Town, including reasonable attorneys' fees, for any claims resulting from the performance of code services by the Town and shall add the Town on its insurance policy as an additional insured for emergency code enforcement services.
- a. Payment: The Village shall pay the Town an hourly rate of \$50.00 ("Contract Price") for the documented services provided by the Town.
- 3. Miscellaneous:
 - a. This Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.
 - b. All notices hereunder shall be in writing, mailed first class, certified or registered or delivered by hand to the address of the party as set forth on page 1 of this Agreement, or to such other address as such party may designate from time to time by such notice, and shall take effect when mailed or when received if delivered by hand.
 - c. It is expressly agreed that the Town or any of its employees shall not be an employee of the Village in performing the emergency code enforcement services hereunder.

IN WITNESS WHEREOF, the parties have indicated their agreement by signing in the spaces provided below.

TOWN OF MANLIUS

VILLAGE OF MANLIUS

By: Edmond J. Theobald, Supervisor

By: Paul Whorall, Mayor