

Agenda
Manlius Town Board
July 10, 2019
6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes - June 26, 2019

Documents:

[6-26-19 DRAFT.PDF](#)

3. Approval Of Abstract # 13
4. Set Date Public Hearing - Yield Sign Corner Of Sunset Dr. And Manor Dr.
5. Harley Davidson Lease - Police Department

Documents:

[HARLEY DAVIDSON LEASE - POLICE DEPARTMENT.PDF](#)

6. Court Security Contract - 3 Officers

Documents:

[COURT SECURITY CONTRACT - 3 OFFICERS.PDF](#)

7. Correspondence/ New Business
8. Highway Superintendent
9. Planning & Development
10. Attorney
11. Town Clerk
12. Police Chief
13. Town Board
14. Supervisor
15. Adjournment

Please silence cell phones.

MINUTES
TOWN BOARD
June 26, 2019

The Town of Manlius Town Board assembled at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, with Supervisor Edmond Theobald presiding and the following Board members present:

	John R. Loeffler, Councilor
	Sara Bollinger, Councilor
	Nicholas J. Marzola, Councilor
Absent	Vincent Giordano, Councilor
	Karen Green, Councilor
	Richard Rossetti, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town	Allison A. Weber, Town Clerk
Mike Crowell, Police Chief	Rob Cushing, Highway Superintendent
Doug Miller, Town Engineer	Ann Oot, Town Manager

Other persons attending: Ellen & Mike McGrew, Manlius. Linda Jones, Manlius. Bob Eggleston, Skaneateles.

The Pledge of Allegiance

Supervisor Theobald, called the meeting to order at 6:30 pm. Councilor Loeffler led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

Approval of Minutes – June 12, 2019

Councilor Bollinger made a motion, seconded by Councilor Green, to approve the minutes of June 12, 2019 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0 All in Favor. Motion Carries.

Approval of Abstract # 12

Councilor Marzola made a motion, seconded by Councilor Rossetti, to approve Abstract # 12 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 12 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 64,152.78
B	General Fund Town	\$ 154.17
CM1	Police Trust	\$ 4,439.00
DA	Highway Fund Townwide	\$ 17,564.58
DB	Highway Fund Town	\$ 70,825.88
SR1	Manlius Trash District	\$ 101,874.89
SR2	Manlius Res Brush District	\$ 11,600.00
SS1	Manlius Con Sewer District	\$ 941.13
TA2	Trust & Agency - Other	140.00

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0 All in Favor. Motion Carries.

CNY Stormwater Annual Agreement – (MOU)

Town Clerk Weber presented the amended memorandum of understanding. Town Engineer Miller recommended the Town Board enter into the amended agreement with the Central New York Stormwater Coalition.

Councilor Rossetti made a motion, seconded by Councilor Marzola, to authorize the Supervisor to sign the amended Memorandum of Understanding for the Central New York Stormwater Coalition.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0 All in Favor. Motion Carries.

MS4 Grant Opportunity - CNYRBD

Town Clerk Weber presented the proposed letter of intent for the Town of Manlius to participate in the NYSDEC WQIP Grant.

Councilor Bollinger made a motion, seconded by Councilor Rossetti, to authorize the Supervisor to sign the letter of intent for the NYSDEC WQIP Grant as amended and presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0 All in Favor. Motion Carries.

Employee Assistance Program Renewal Agreement

Town Manager Oot stated that the renewal agreement is the same as the previous agreement and the price has not increased. Town Manager Oot stated that the employees of the Town utilize the services often.

Discussion ensued regarding what services the EAP program provides for town employees.

Councilor Green made a motion, seconded by Councilor Rossetti, to renew the Employee Assistance Program (EAP) with ESI from July 1, 2019 to June 30, 2020.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0

All in Favor.

Motion Carries.

Special Permit Application – Dog Grooming – 8317 Manlius Cazenovia Rd. (tax map # 117.-01-03.0)

Robert Eggleston, Architect, presented the application for a special permit to construct a 30' X 40' building with 460 square feet for small dog grooming and an additional 740 square feet will be used for personal dog training. Mr. Eggleston stated that the services will only be for 5-6 small dogs per day. Mr. Eggleston stated that the parcel does have a residence on it and it would have a shared driveway.

Councilor Green asked if the residence and the business would be on a septic system. Mr. Eggleston stated that it would be on septic.

Councilor Loeffler asked that the special permit include language that limits the number of dogs to be groomed to 5-6 per day.

Supervisor Theobald stated that he visited the proposed site and the site is located in an area that is not densely populated.

Councilor Marzola asked if this proposed use was defined as a kennel? Attorney Frateschi stated that this proposal is not for a kennel, but the definition of a kennel is the closest type of use that fits in the town code. Attorney Frateschi stated that Director Capriotti has reviewed the proposal and found this proposed use (grooming) to be less intense than a kennel.

Councilor Marzola asked if there are any specific stormwater runoff requirements? Attorney Frateschi stated that the size of the building is so small that there is less than an acre that will be disturbed and therefore no additional requirements.

B) Planning & Development

Town Clerk Weber gave an update on the properties that the Town has mowed, after tall grass violations have been issued and proper notification have been made.

C) Attorney

Attorney Frateschi stated that he has spoken with a representative regarding Verizon's concerns about the small cell local law that the Town passed. Attorney Frateschi stated that Verizon expressed concern that the right of way permit fees might be too expensive, and the permit deadline is too short.

Attorney Frateschi stated that the Board could review those fees but the fee for the use of Town poles is probably not an issue since the Town does not really own that many poles or lights. Highway Superintendent Cushing confirmed this was the case and said most of the poles have been turned over to National Grid.

Attorney Frateschi stated that the Town should extend the length of the permits past the current 90-day requirement.

Verizon has no plans to install any microcells in 2019 and the Town Board tabled the matter for further review. Town Board members will be submitting any changes they have for the ordinance for review.

D) Town Clerk

Town Clerk Weber discussed the peddler permit process in the Town of Manlius. Town clerk Weber stated that the Town has received many complaints this year and in years past about peddlers/ solicitors and their behavior while selling goods door to door in the community. Town Clerk Weber stated that she has reviewed the ordinances in similar communities and would like to propose some changes to the current town ordinances that were passed in the early 90's.

Town Clerk Weber stated that she would like to update the website to give citizens the ability to file complaints about peddlers, to know who is authorized to go door to door in the community and amend the application to gather more information from the parent company. Town Clerk Weber stated that she would like the police department to have a part in the approval process and to distribute the permits once they have been completed by the Town Clerk's Office. The proposal also includes a schedule provided by the peddler/solicitor as to when they will be canvassing neighborhoods.

Chief Crowell stated that criminal activity has occurred in the past in other communities due to peddler/ solicitor permits. Chief Crowell stated the department expends resources investigating complaints and trying to confirm the validity of peddler/solicitor permits.

Town Clerk Weber stated that not-for-profit organizations and political organizations are exempt from regulations in the town code but those organizations should still register with the Town Clerk per the town code.

The Town Board discussed the current town peddler/solicitor ordinances and the peddler/solicitor ordinances in the Villages. Discussion ensued regarding the potential liability issues or appearance of liability, if the police department issued approvals for peddler solicitor permits.

The Town Board tabled the matter for further review and draft legislation.

E) Police Chief

Chief Crowell gave the following report:

- The expense reports for the various community events, such as the Memorial Day Parades and the Minoa Field Days, have been completed. Discussion ensued regarding the type of protection and service the police department offers during community events.
- The Fayetteville Manlius School District met with potential SIRO (School Information Resource Officer) candidates.
- The department has scheduled the fall citizens police academy.
- The department continues to adapt to the new legislative changes that have been passed in Albany.

F) Town Board

Councilor Bollinger stated that she attended the I-81 viaduct information meeting that was held downtown. Councilor Bollinger stated that there was no new information presented and the report indicates that there is no impact on commuting time no matter what scenario was carried out.

Supervisor Theobald stated that he received an email from the Town of Salina that the Salina Town Board passed a resolution stating what scenario the Town of Salina supports for the I-81 project.

Councilor Bollinger stated that there are plans for abatement and the Town of Manlius could request money for abatement to make improvements to town roads.

Councilor Rossetti stated that he attended the Police Department Open House. Councilor Rosetti stated that the Town of Manlius has a great command staff and great police officers.

G) Supervisor – Now New Business

There being no further business to come before the Board, upon motion duly made by Councilor Rossetti and seconded by Councilor Loeffler the Board voted unanimously to adjourn regular session at 7:48PM.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola,
Councilor Bollinger, Councilor Green

Nays: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk



CLOSED-END LEASE
(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "Your" refers to Lessee. By signing this Lease, You agree to all its terms and conditions. Be sure to read the entire Lease before You sign it.

DEALER NUMBER	NAME	ADDRESS
3431	Harley-Davidson of Utica	4870 Commercial Dr., New York Mills, NY 13417

LESSOR	LESSEE
HARLEY-DAVIDSON LEASING, INC. 3850 ARROWHEAD DRIVE CARSON CITY, NV 89706	NAME Town of Manlius ADDRESS 301 Brooklea Drive CITY Fayetteville STATE NY ZIP 13066 PHONE

DESCRIPTION OF VEHICLE			
NEW/USED	YEAR	MAKE & MODEL	BODY TYPE
New	2019	H-D FLHTP	MC
		VEHICLE ID NUMBER	ODOMETER MILEAGE
		1HD1FMP10KB646251	

OTHER EQUIPMENT	
DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY	

LEASE PAYMENTS

1. PAYMENT DUE AT LEASE SIGNING	\$ 3,181.28
2. NUMBER OF MONTHLY PAYMENTS	36
3. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:	
a. Net trade-in allowance	\$ 0.00
b. Rebates and noncash credits	\$ 0.00
c. Amount to be paid in cash	\$ 581.28
d. Other (describe) Downpayment	\$ 2,600.00
4. THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:	
a. Capitalized Cost Reduction	\$ 0.00
b. First Monthly Payment in Advance	\$ 381.28
c. Refundable Security Deposit	\$ 0.00
d. Title Fees	\$ 0.00
e. Registration Fee	\$ 0.00
f. License Fee	\$ 0.00
g. Rental/Use Tax	\$ 200.00
h. Lease Acquisition Fee	\$ 2,600.00
i. Other (describe) Downpayment	\$ 0.00
j. Other (describe) N/A	\$ 0.00
MONTHLY PAYMENT	\$ 381.28

THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:

a. Base Monthly Payment*	\$ 381.28
b. Other (describe) N/A	\$ 0.00
c. Other (describe) N/A	\$ 0.00

6. TOTAL OF PAYMENTS	\$ 13,726.08
(The amount You will have to pay by the end of the Lease)	

PAYMENT SCHEDULE

Your First Monthly Payment of \$ 381.28 is due when You sign the Lease. Your other 35 Monthly Payments are due on the 1st day of each month, beginning on (Month), (Year).

YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

a. GROSS CAPITALIZED COST	\$ 23,233.23
The agreed upon value of the Vehicle (\$ 18,100.00) and any items You pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or Lease balance)	
b. CAPITALIZED COST REDUCTION	\$ 2,600.00
The amount of any net trade-in allowance, rebate noncash credit, or cash that You pay that reduces the gross capitalized cost.	
c. ADJUSTED CAPITALIZED COSTS	\$ 20,633.23
The amount used in calculating Your Base Monthly Payment.	
d. RESIDUAL VALUE	\$ 11,200.00
The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment.	
e. DEPRECIATION AND ANY AMORTIZED AMOUNTS	\$ 9,433.08
The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	
f. RENT CHARGE	\$ 4,292.64
The amount charged in addition to the depreciation and any amortized amounts.	
g. TOTAL OF BASE MONTHLY PAYMENTS	\$ 13,726.08
The depreciation and any amortized amounts plus the rent charge.	
h. LEASE PAYMENTS	36
The number of payments in Your Lease.	
i. BASE MONTHLY PAYMENT	\$ 381.28
j. N/A	\$ 0.00
k. N/A	\$ 0.00
l. TOTAL MONTHLY PAYMENT	\$ 381.28
m. LEASE TERM IN MONTHS	36

ITEMIZATION OF GROSS CAPITALIZED COST

a. AGREED UPON VALUE OF THE VEHICLE	\$ 18,100.00
b. TITLE FEES	\$ 0.00
c. LICENSE & REGISTRATION FEES	\$ 0.00
d. EXTENDED WARRANTY & SERVICE CONTRACT	\$ 0.00
e. OTHER TAX	\$ 0.00
f. OTHER (describe) Approved Equipment	\$ 4,433.23
g. OTHER (describe) Doc/Prep/Setup	\$ 700.00

10. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes; Permits. (e) You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (f) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by You at Your own expense.
12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, You will pay a late charge of five per cent (5%) of the part of the payment that is late.
13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, You will pay Lessor a charge of \$20.00 plus the amount of the fine.
14. INSURANCE. At Your own expense, You shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where You are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where You are located; provided that, with Lessor's prior written consent, You may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.
- If You fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at Your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as You are not in default under this Lease or any other obligation to us, then You shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle or (ii) apply the insurance proceeds towards Your obligations under this lease. If insurance is placed under this Paragraph, You shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. **WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE WHICH WE MAY ARRANGE, AND WE MAY ALLOW ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU.** In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.
15. VEHICLE USE AND SUBLEASING. You agree that You will not, and will not permit others to:
- a. use the Vehicle in violation of any law,
 - b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
 - c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
 - d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
 - e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
 - f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.
- YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.**
16. LEAS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, You shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. WARRANTY AND EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor \$20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. SCHEDULED TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peacefully deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE. You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease. HOWEVER, if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HDL upon the sale of the Vehicle at wholesale.

25. DEFAULT.

a. You will be in default if any of the following occurs:

- i. You do not make a payment when due.
- ii. You make an assignment for the benefit of creditors.
- iii. You do not keep in force the insurance coverage the Lease requires.
- iv. You do not repair or maintain the Vehicle as the Lease requires.
- v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
- vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
- vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. OPTION TO PURCHASE. There is no option to purchase.

28. ODOMETER DISCLOSURE REQUIREMENT. Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. REPRESENTATIONS AND COVENANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor; and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. COVENANT TO SEEK APPROPRIATIONS. You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. SECURITY DEPOSIT. A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. PAYMENTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLICENSE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.

37. INDEMNITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT _____ ON _____

LESSEE: _____

BY: _____

TITLE: _____

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____ TITLE: _____

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: Town of Manlius

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below:

(Please fill in name, address and telephone number). American All Ins. Corp.
Issuer

NAME: Hayler, Freyer Coon Inc. PHONE: (315) 451-1500

ADDRESS: P.O. Box 4743 FAX: ()

Syracuse, NY 13221

TO ISSUE:

a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: \$500,000.00 per person; \$500,000.00 aggregate bodily injury liability \$100,000.00 property damage liability.

—OR—

2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

Stephanie Ghurek (New York State Unified Court Officer)

This Contract entered into this 1 day of July, 201~~8~~⁹ between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Stephanie Ghurek a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. TERM OF AGREEMENT. This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. SCOPE OF SERVICES. The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
 - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
- 3. FEES. Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
- 4. DISBURSEMENTS. The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
- 5. REPRESENTATIONS .The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
- 6. CONFLICTS OF INTEREST. The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.

7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.
8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

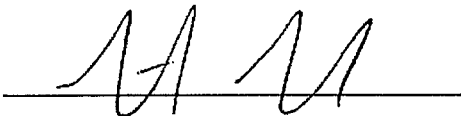
TOWN OF MANLIUS

By: _____

Edmond Theobald, Supervisor

OFFICER

By: _____



CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

Jason Corlis (New York State Unified Court Officer)

This Contract entered into this 1 day of July, 201⁹~~8~~ between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Jason Corlis, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. TERM OF AGREEMENT. This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. SCOPE OF SERVICES. The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
 - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
- 3. FEES. Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
- 4. DISBURSEMENTS. The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
- 5. REPRESENTATIONS .The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
- 6. CONFLICTS OF INTEREST. The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.

7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.
8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

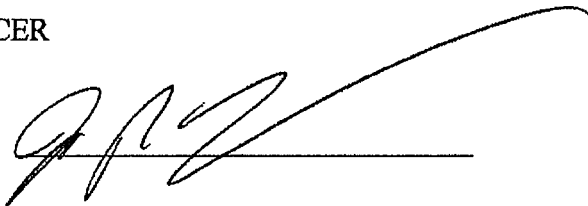
TOWN OF MANLIUS

By: _____

Edmond Theobald, Supervisor

OFFICER

By: _____

A handwritten signature in dark ink, appearing to be 'J. P. Z.', written over a horizontal line.

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

BRIAN DUCIR (New York State Unified Court Officer)

This Contract entered into this 1 day of JULY, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and BRIAN DUCIR a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. TERM OF AGREEMENT. This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. SCOPE OF SERVICES. The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
 - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
- 3. FEES. Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
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- 5. REPRESENTATIONS. The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
- 6. CONFLICTS OF INTEREST. The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.

7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.
8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____

Edmond Theobald, Supervisor

OFFICER

By: _____

