Agenda
Manlius Town Board
September 9, 2020
6:30 PM

1. Virtual Meeting Instructions

   Documents:

   09-09-2020 BOARD MEETING INSTRUCTIONS .PDF

2. Pledge Of Allegiance

3. Approval Of Minutes - August 26, 2020

4. Approval Of Abstract # 17

5. MOU (Memorandum Of Understanding) Joint Salt Springs Water Project

   Documents:

   MOU JOINT SALT SPRINGS WATER PROJECT AND LEGAL SERVICES ENGAGEMENT AGREEMENT.PDF

6. SIRO Agreements Fayetteville-Manlius Schools

   Documents:

   SIRO A. PALMER.PDF
   SIRO D. FILIP.PDF
   SIRO D. GOLDEN.PDF

7. SIRO Agreement East Syracuse Minoa School

   Documents:

   SIRO REBECCA KAMMAR.PDF

8. Set Date - Public Hearing - Manlius Fire Contract

9. Set Date - Public Hearing - Fayetteville Fire Contract

10. Set Date - Public Hearing - Minoa Fire Contract

11. Lease - Abundant Solar - Town Landfill - 5701 Bowman Rd.

    Documents:

    ABUNDANT LEASE - LANDFILL - TOWN OF MANLIUS SEPT1.PDF

12. Set Date Public Hearing - Modify Existing Commercial Zoning Code Classifications

    Documents:

    COMPARE EXISTING CODE SECTIONS WITH NEW REVISED FOR EACH DISTRICT.PDF

13. Correspondence/ New Business
14. Highway Superintendent
15. Planning & Development
16. Attorney
17. Town Clerk

    17.I. Resolution To Adopt MU1 (Retention & Disposition Schedule) Resolution

    Documents:

    ADOPTING MU1 RECORDS RETENTION SCHEDULE 2020.PDF

18. Police Chief
19. Town Manager
20. Town Board

    20.I. Tree Commission Appointment

21. Supervisor
22. Adjournment

This meeting is being recorded and live-streamed. The recording will be broadcast live and will be posted to the Town website at www. townofmanlius.org

Please silence cell phones.

Town of
MANLIUS
New York

September 9, 2020

Virtual Town Board Meeting

Instructions to attend the September 9th virtual board meeting:

The easiest way to join is to go to our website www.TownOfManlius.org and click on the link that is located on the Town Board page. You can also watch on our Facebook page by searching for "Town of Manlius"

Enter the meeting url web address as listed below:

https://us02web.zoom.us/j/87995371312?pwd=MDV0a2dJVEVrcEpGMjRrWDV3YzA1UT09

Password to join when prompted:

Password: 192887

Enter your email address and name and join the meeting!

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 879 9537 1312

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

Password: 192887

DRAFT
MEMORANDUM OF UNDERSTANDING
BETWEEN
ONONDAGA COUNTY WATER AUTHORITY, TOWNS OF MANLIUS AND SULLIVAN
FOR THE
JOINT SALT SPRINGS WATER PROJECT

This MEMORANDUM OF UNDERSTANDING shall be between the Onondaga County Water Authority (OCWA), Town of Manlius, and Town of Sullivan, who shall together pursue, for the mutual benefit of all parties and their constituents, the development of the Joint Salt Springs Water Project, herein referred to as the "Joint Project".

It is anticipated that a Joint Project Committee (JPC) with representatives from OCWA, the Town of Manlius, and the Town of Sullivan will be formed and assist in the development of the Joint Project. The JPC will help ensure open communication and transparency between the involved parties.

Roles and responsibilities are as follows:

1. Intermunicipal Agreement
    a. OCWA, the Town of Manlius and Town of Sullivan will enter into an Intermunicipal Agreement (IMA) based on the framework of this memorandum of understanding.
2. Proposed Joint Project
    a. The Joint Project shall generally be as defined in the Salt Springs Road Water District Preliminary Engineering Report dated September 2016 and prepared for the Town of Sullivan by Barton & Loguidice, D.P.C.
    b. Updates and modifications to this report are anticipated.
3. Infrastructure Ownership, Operation and Maintenance
    a. OCWA will operate and maintain water infrastructure via 99-year lease agreement with both Town of Manlius and Town of Sullivan.
4. Cost Sharing
    a. Project costs will be shared equally amongst water users such that 1 unit (i.e. single family home) in the Town of Manlius pays the same as 1 unit in the Town of Sullivan.
5. Engineering
    a. Barton & Loguidice, D.P.C. (B&L) will solely act as the Joint Project Engineer.
    b. The Town of Manlius and Town of Sullivan will enter into a joint agreement for engineering services with B&L for this project.
    c. A "single source", qualified engineering firm is required to ensure the involved parties progress the project on a concurrent path in accordance with NYS Town Law.

6. Legal
    a. A Joint Project Attorney will be selected and enter into a joint agreement with the Town of Manlius and Town of Sullivan for legal services.

7. Joint Project Milestones and Implementation Roles/Responsibilities

Concurrent steps toward project implementation are envisioned as follows. Exhibit A provides a summary of the anticipated project milestones for implementing the Joint Water Project in accordance with Article 12 of NYS Town Law, and the roles/responsibilities of each Party.

General Steps for Joint Water Project Implementation:

1. Joint Public Informational Meeting
2. Water District Reports (NYS Town Law, Article 12)
3. Environmental Review (SEQR/SERP)
4. Public Hearings (NYS Town Law, Article 12 (and Section 202-b))
5. District Formation Resolutions
6. Adopt bond resolutions
7. Funding applications (Joint)
8. Secure financing per Plan of Finance
9. Submit to NYS Comptroller for review/approval (if user charge exceeds Comptrollers threshold)
10. Authorize engineering services
11. Project Bidding, Award and Construction Contract Execution
12. Execute lease agreement with OCWA

Signatories:

Onondaga County Water Authority

_____

Signature *Date*

_____

Print Name

Town of Manlius

_____

Signature *Date*

_____

Print Name

Town of Sullivan

_____

Signature *Date*

_____

Print Name

Exhibit A – Project Milestones

No.	Milestone/Action	Town Water Districts				OCWA	Comments/Assumptions
		Town of Manlius		Town of Sullivan			
		Exist. Sky Ridge W.D.	New Salt Springs W.D.	Exist. Sleepy Hollow W.D.	New Salt Springs W.D.		
1	Joint Public Informational Meeting	X					Intro Joint Project concept, structure, and plan of finance
2	Prepare Map, Plan & Report		X		X		
3	Prepare Map & Plan	X		X			
4	Joint Public Informational Meeting	X					Present Joint Project and estiamted capital/user costs
5	Environmental Review (SEQR/SERP)	X		X			Assumes each Town serves as lead agency for its W.D.s;
6	Public Hearing per NYS Town Law (Article 12)	X	X	X	X		Schedule back-to-back herings on the same date
7	New Water District Formations (Art. 12 or 12A)		X		X		By Article 12- Petition; or 12-A - Bd. Resolution subject to Permissive Referendum (and vote)
8	Exist. Water District Improvements (Sect. 202-b)	X		X			Not subject to permissive referendum; Sleepy Hollow W.D. would only add hydrants
9	Adopt Bond Resolutions	X	X	X	X		Total of 4 resolutions will equal total project cost; capital cost share proportional to EDUs
10	Execute 3-Party Intermunicipal Agreement (IMA)	X					
11	Submit Joint WIIA Grant Application	X					
12	Secure Loans/Grants per Plan of Finance	X					
13	Submit Full DWSRF and/or USDA RD Application	X		X			
14	Authorize Engineering Design/Bid/Constr. Services	X					Assume Co-signature by both Towns on single Engineering Agreement
15	Close on Short Term Loan(s)	X		X			
16	Review Contract Documents	X					Co. No. 1 - Water Mains/Services; Co. No. 2 - Tank & Pump Station
17	Authorize Ad for Bids	X					Assume Lead Municipality solicits/accepts bids per IMA
18	Accept Bids; Award Project; Execute Contract Agreements	X		X			Assume Lead Municipality Awards Project per IMA; both Towns sign Contract Agreements
19	Construction (Administration, Payments, Admin.)	X					Construction Observation services could be provided by OCWA
20	Execute lease Agreement w/ OCWA	X					

MEMORANDUM OF UNDERSTANDING
FOR
TOWNS OF SULLIVAN AND MANLIUS
POTENTIAL JOINT SALT SPRINGS WATER SYSTEM PROJECT

This MEMORANDUM OF UNDERSTANDING shall be between the Town of Sullivan and the Town of Manlius who together intend to pursue potential funding of grants for the development of either a joint water district, if allowed under law, or separate water districts that work in cooperation through an intermunicipal agreement. If sufficient financing is identified and obtained, it is the intention of the parties to work for the mutual benefit of the citizens within their respective town water districts, the possibility of the development of a Joint Salt Springs Water System Project as outlined in the Salt Springs Road Water District Preliminary Engineering Report dated September 2016 and prepared by Barton & Loguidice, D.P.C, the Preliminary Engineering Report dated April 2016 and prepared by Miller Engineering, PLLC and/or any new or combination of these reports or a future report to be prepared based on information that may come to the Towns in the future.

It is anticipated that a Joint Project Committee (JPC) with equal representation from each municipality will be formed and assist in the development of the Joint Salt Springs Water System Project. The JPC will help insure open communication and transparency is established between the two municipalities funding and regulatory agencies and that the project is developed and scoped to benefit the water users within the respective water districts fairly. The JPC will work towards development of an Intermunicipal Agreement (IMA) between the Town of Sullivan and Town of Manlius that will detail the engineering, construction, financing, and cost sharing of the Joint Salt Springs Water System Project.

By Town Board resolution # —, dated May 18, 2017, the Town Supervisor is authorized to sign this Memorandum of Understanding on behalf of the Town of Sullivan.

_____, John Becker Sullivan Town Supervisor May 18, 2017 Date

By Town Board resolution # —, dated May 24, 2017, the Town Supervisor is authorized to sign this Memorandum of Understanding on behalf of the Town of Manlius.

_____, Edmond J. Theobald, Manlius Town Supervisor May 24, 2017 Date

COSTELLO · COONEY · FEARON
PLLC
Attorneys at law since 1896

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August 31, 2020

RECEIVED
SEP 03 2020
TOWN OF MANLIUS
SUPERVISOR'S OFFICE

VIA E-MAIL & FIRST-CLASS MAIL:
Hon. Edmond J. Theobald, Supervisor
Town of Manlius
301 Brooklea Drive, P. O. Box 9
Fayetteville, NY 13066

Re: Engagement Agreement - Direct Request for Legal Services

Dear Supervisor Theobald and Town Board Members:

This Engagement Agreement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Attached for your review, please find the Statement of Client's Rights and the Statement of Client's Responsibilities. Per our discussions, we are willing to undertake your representation in connection with matters specifically requested by you and as described below pursuant to the terms of this Engagement Agreement:

SCOPE OF REPRESENTATION

Provide legal services to the Town of Manlius in connection with the Salt Springs Road Joint Water Project with the Town of Sullivan. Additional services may be authorized by the Client.

FEES, EXPENSES AND BILLING PRACTICE

We intend to submit a bill to you no less frequently than every thirty (30) days. Billing detail may be in summary form to protect disclosure of attorney-client privileged information. Expenses will be separately stated on the bill and accompanied by a voucher. Our fees will be charged at **the reduced hourly rate of $175.00 per hour** for the services of all Attorneys Any expenses over $1,000.00 will be pre-approved.

As additional security for our fees and costs, we will hold and maintain a security interest in all of the papers, files, documents and records or other personal property supplied by you to us or generated by us in representing you, and on all judgments, settlements, amounts due or to become due concerning matters on which we have acted as your counsel, whether or not we continue representing you.

TERMINATION

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

FILE RETENTION AND DESTRUCTION

At the conclusion of this matter, we will retain your legal files for a period of 7 years after we close our file. At the expiration of the 7-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

ACCEPTANCE

If the above arrangements are satisfactory, please sign the copy of this letter in the space provided below and return it to me. You understand that this Law Firm is not retained until the signed original Engagement Agreement is returned to the Firm, including, when applicable, the corresponding retainer. If we represent you on subsequent matters, this agreement will extend to all such matters, except to the extent that we mutually agree to modify it.

If you have any questions and/or concerns about the terms of this Engagement Agreement, please contact us immediately. On behalf of the Firm, we look forward to working with you and appreciate the opportunity to be of service.

COSTELLO, COONEY & FEARON, PLLC

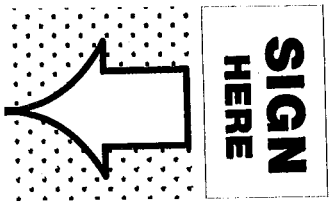
By: _____
Richard J. Andino, Esq.

ACKNOWLEDGED AND AGREED:

By signing this Agreement, I confirm that I have read this Agreement, understand its provisions, and agree to abide by it.

TOWN OF MANLIUS TOWN BOARD

By: _____
Edmond J. Theobald, Supervisor



cc: Allison A. Weber, Town Clerk (*Via E-mail*)
Taylor Bottar, P.E. (*Via E-mail*)

STATEMENT OF CLIENT'S RIGHTS

An attorney is providing you with this document to inform you of what you, as the client, are entitled to by law or by custom. To help prevent any misunderstanding between you and the attorney, **PLEASE READ THIS DOCUMENT CAREFULLY.**

If you ever have any questions about these rights, or about the way your case or matter is being handled once you retain the attorney, you are responsible to ask your attorney. Your attorney should be readily available to represent your best interests and to keep you informed about your case or matter.

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.

2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.

6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.

7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).

8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy, and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.

4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.

6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.

7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.

8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.

9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client, lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2020-21 (A. PALMER)

THIS AGREEMENT is made this ____th day of August, 2020 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO") Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;

1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;

1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;

1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;

1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.

2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices bought by SIROs.

2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement

2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.

3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER PALMER at an average per diem rate of $632.52 for the 2020 calendar year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER PALMER.

3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER PALMER shall be billed at a rate of $72.88 per hour for the 2020 calendar year.

3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.

3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.

3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.

5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.

10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.

10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.

10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.

11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

12.1 The term of this agreement is one year commencing on July 1, 2020 and ending on June 30, 2021. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.

12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.

13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.

13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees)

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14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

The Town shall provide their Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

(a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
(b) The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
(c) The Town will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
(d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
(e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
(f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
(g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
(h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
(i) In the event the Town engages a subcontractor to perform their contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

16.0 Data Breach

In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

(a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

(b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

(c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.

(d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

i. The name and contact information of the reporting School District subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

vi. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By:_____ 8/25/2020
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By:_____
Michael Crowell, Chief of Police

TOWN OF MANLIUS

By:_____
Edmond Theobald, Town Supervisor

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Fayetteville-Manlius is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law §2-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- **A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.**
- **Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the Fayetteville-Manlius School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.**
- **State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.**
- **A complete list of all student data elements collected by the state is available for public review in an Excel file at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx.**
- **Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.**
- **Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Mary Coughlin, Assistant Superintendent for Instruction, Fayetteville-Manlius School District, 8199 E. Seneca Turnpike, Manlius, NY 13104. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.**

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2019 and expiring on June 30, 2020 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [**insert data format**] format and/or destroyed by the Town as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Town by the School District will be stored [**insert location**]. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES**: The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the _____ School District (hereinafter "School District") and _____ (hereinafter "Contractor") entered into an agreement dated _____ (hereinafter "Agreement") for _____ (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

   a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

   b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

   c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

5. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

☐ Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.

a. Within ___ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. ☐ Within ___ days of termination of the Agreement, Contractor shall Return all data to the School District using OR

☐ Transition all data to a successor contractor designated by the School District in writing using .

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____.

CONTRACTOR:

_____

By:
Title:

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2020-21 (D. FILIP)

THIS AGREEMENT is made this ____th day of August, 2020 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO") Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;

1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;

1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;

1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;

1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.

2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices bought by SIROs.

2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement

2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.

3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER FILIP at an average per diem rate of $626.17 for the 2020 calendar year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER FILIP.

3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER FILIP shall be billed at a rate of $71.18 per hour for the 2020 calendar year.

3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.

3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.

3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.

5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.

10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.

10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.

10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

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11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

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(f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
(g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
(h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
(i) In the event the Town engages a subcontractor to perform their contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

16.0 Data Breach

In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

(a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

(b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

(c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.

(d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

i. The name and contact information of the reporting School District subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

vi. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By: 8/25/2020
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By:
Michael Crowell, Chief of Police

TOWN OF MANLIUS

By:
Edmond Theobald, Town Supervisor

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Fayetteville-Manlius is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law §2-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- **A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.**
- **Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the Fayetteville-Manlius School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.**
- **State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.**
- **A complete list of all student data elements collected by the state is available for public review in an Excel file at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx.**
- **Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.**
- **Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Mary Coughlin, Assistant Superintendent for Instruction, Fayetteville-Manlius School District, 8199 E. Seneca Turnpike, Manlius, NY 13104. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.**

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2019 and expiring on June 30, 2020 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [**insert data format**] format and/or destroyed by the Town as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Town by the School District will be stored [**insert location**]. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES**: The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the _____ School District (hereinafter "School District") and _____ (hereinafter "Contractor") entered into an agreement dated _____ (hereinafter "Agreement") for _____ (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

   a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

   b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

   c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

5. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

☐ Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.

a. Within ___ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. ☐ Within ___ days of termination of the Agreement, Contractor shall Return all data to the School District using OR

☐ Transition all data to a successor contractor designated by the School District in writing using .

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____.

CONTRACTOR:

_____

By:
Title:

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2020-21 (D. GOLDEN)

THIS AGREEMENT is made this ____th day of August, 2020 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO") Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;

1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;

1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;

1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;

1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.

2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices bought by SIROs.

2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement

2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.

3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER GOLDEN at an average per diem rate of $608.20 for the 2020 calendar year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER GOLDEN.

3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER GOLDEN shall be billed at a rate of $72.04 per hour for the 2020 calendar year.

3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.

3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.

3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.

5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.

10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.

10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.

10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.

11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

12.1 The term of this agreement is one year commencing on July 1, 2020 and ending on June 30, 2021. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.

12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.

13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.

13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees)

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14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

The Town shall provide their Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

(a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
(b) The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
(c) The Town will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
(d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
(e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
(f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
(g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
(h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
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In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

(a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

(b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

(c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.

(d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

i. The name and contact information of the reporting School District subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

vi. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

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IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By:_____ 8/25/2020
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By:_____
Michael Crowell, Chief of Police

TOWN OF MANLIUS

By:_____
Edmond Theobald, Town Supervisor

Addendum A

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- **A complete list of all student data elements collected by the state is available for public review in an Excel file at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx.**
- **Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.**
- **Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Mary Coughlin, Assistant Superintendent for Instruction, Fayetteville-Manlius School District, 8199 E. Seneca Turnpike, Manlius, NY 13104. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is cpo@mail.nysed.gov.**

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2019 and expiring on June 30, 2020 (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [**insert data format**] format and/or destroyed by the Town as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Town by the School District will be stored [**insert location**]. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES**: The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the _____ School District (hereinafter "School District") and _____ (hereinafter "Contractor") entered into an agreement dated _____ (hereinafter "Agreement") for _____ (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

   a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

   b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

   c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

5. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

☐ Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.

a. Within ___ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. ☐ Within ___ days of termination of the Agreement, Contractor shall Return all data to the School District using OR

☐ Transition all data to a successor contractor designated by the School District in writing using .

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____.

CONTRACTOR:

_____

By:
Title:

SIRO Program 2020-2021 (Rebecca Kammar)
AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

THIS AGREEMENT is made this 1st day of July, 2020 and is intended for the period of August 17, 2020 through June 30, 2021 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO") Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;

1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;

1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;

1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;

1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT. Such administration, supervision and control is subject to the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.

2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT. Such policies or practices may have to be modified to comply with the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.

2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.

2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.

2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement

2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

3.1 The SIRO's regular duty shall be 40 hours per week for **186** days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.

3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of the SIRO at a **per diem rate of $ 654.08** for school year 2020-21. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of the SIRO.

3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime shall be billed at a rate

of **$ 73.21 per hour for the 2020** calendar year and at **$ 75.53 per hour for the 2021** calendar year.

3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

3.5 It is understood and agreed that time spent by the SIRO attending court related to juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.

3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.

3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and

customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the SCHOOL DISTRICT administration.

5.2 To counsel public school students in special situations when requested by the Principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

9.3 Body Worn Camera (BWC). Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO. The SIRO's decision shall take into account the privacy interests of those subjects who are being recorded.

10.0 Transporting Students

10.1 It is agreed that SIROs shall transport students in their vehicles when the students are victims of a crime, under arrest, or some other emergency circumstance exists.

10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.

10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.

10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.

11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

12.1 The term of this agreement is one year commencing on July 1, 2020 and ending on June 30, 2021. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.

12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.

13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as a police officer. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential

claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.

13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO'S authorized duties as solely directed by school personnel and not pursuant to or in contravention of the SIRO's law enforcement duties. The POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

The Town shall provide their Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

(a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(b) The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.

(c) The Town will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.

(d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.

(e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.

(f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

(g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
(h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
(i) In the event the Town engages a subcontractor to perform their contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

16.0 Data Breach

In the event that Confidential Data is accessed or obtained by an unauthorized individual, the Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

(a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
(b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
(c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
(d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

i. The name and contact information of the reporting School District subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

vi. Information about what the agency has done to protect individuals whose information has been breached.

vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

By: _____
Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
Edmond J. Theobald, Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Michael J. Crowell, Chief of Police

Estimated 2020-2021 Salary/Fringe *Benefits for SIRO Kammar*		
Benefit Type	**Actual 2020**	**Estimated 2021**
Base Salary	$74,185.00	$75,669.00
Social Security	$5,675.15	$5,788.68
NYS Police & Fire Retirement	$18,026.96	$19,371.26
Health Insurance	$21,264.00	$25,002.96
Workers Compensation	$1,773.02	$1,816.06
Short Term Disability Insurance	$84.00	$98.40
Life Insurance	$138.00	$138.00
Longevity Bonus	$2,750.00	$2,925.00
Miscellaneous Incentives	$350.00	$350.00
Holiday Pay	$3,424.32	$3,492.48
Clothing Allowance/Dry Cleaning	$720.00	$720.00
Training/Schedule Adjustment Pay	$2,568.24	$2,619.36
Other: Sick Time Buyback	$2,853.60	$2,910.40
TOTAL FRINGE BENEFITS	**$133,812.29**	**$140,901.60**
Available Work Days	210	210
Per Diem Rate	$637.20	$670.96
Average Per Diem Rate 07/01/2020-06/30/2021	**$654.08**	
OVERTIME RATE	01/01/2020-12/31/2020 **$73.21**	01/01/2021-12/31/2021 **$75.53**

SOLAR LEASE AGREEMENT

This Solar Lease Agreement (this "Lease") is entered into on this ___ day of _____, 2020, (the "Commencement Date"), by and between the **Town of Manlius,** a New York municipal corporation ("Landlord" or the "Town"), and [**Abundant Solar Power (__)) LLC]** ("Tenant"), and together with Landlord, each a "Party" and collectively, the "Parties".

Recitals

WHEREAS, the Town expressed interest to the CNY Regional Planning and Development Board (RPDB) to participate in the Municipal Collaborative Solar Procurement Project (aka Solarize NY Initiative) that was funded through NYSERDA PON 2672; and

WHEREAS, the purpose of the Solarize CNY Initiative is to provide technical support to the Town in evaluating the feasibility of installing solar energy systems for municipal buildings, facilities, and to leverage economies of scale through the collective purchasing power of multiple municipalities in CNY in order to reduce project costs; and

WHEREAS, the Town owns certain real property located at 5701 Bowman Road in Town of Manlius, County of Onondaga, Tax Parcel No. 074.-01-06.1 (the "Property"), as described in **Exhibit "A"** attached hereto, which Property is approximately 59 acres and contains a closed surface landfill; and

WHEREAS, the Town has negotiated with Abundant Solar Power Inc., the direct owner of the Tenant and the developer selected by the CNY RPDB, to develop a mutually beneficial agreement to locate a 4.0 MWac community solar array on a portion of the Property containing approximately 13.6 acres.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Tenant and Landlord hereby agree as follows:

1. Premises.

1.1 The Premises. Landlord, for and in consideration of the covenants and agreements on the part of Tenant contained in this Lease, does hereby lease unto Tenant, and Tenant does hereby take from Landlord, upon and subject to the conditions hereinafter expressed, a certain portion of the Property referred to as the "Lease Area," as more particularly described in **Exhibit "A"** and preliminarily depicted in Exhibit **"A-1"**, each attached hereto and incorporated herein, for the sole and exclusive purpose of conducting due diligence activities, designing, financing, constructing, installing, owning, operating, maintaining, repairing, replacing and removing the System (as defined in Section 2 hereof). In addition to the foregoing, Landlord hereby grants Tenant a license across the Property to the proposed interconnection point with the regulated electric local distribution company (the "LDC") that provides electric distribution service to the Town. Tenant shall provide Landlord notice of the LDC's grant of an Interconnection Permit (defined in Section 3.3) when the exact location for installation of cable necessary to support the System is known. Landlord hereby grants to Tenant a non-exclusive

easement or easements on, over, across, under and through the Property as necessary to allow Tenant to install and maintain its cables and related equipment as required by the Interconnection Permit and any other utility easements reasonably required in connection with the Permitted Uses (defined below) (the "Easement Areas"). Upon Tenant providing notice to Landlord of the final Easement Areas, the Parties shall execute a separate stand-alone non-exclusive easement or easements reflecting the final Easement Areas and otherwise being satisfactory to Tenant (the "Easements"), at which time the license provided above shall terminate. The Lease Area and the area subject to the license or the subsequent Easement Areas are referred to herein, collectively, as the "Premises." The Parties agree to amend **Exhibit "A"** upon Landlord's grant of the easements referenced above, which revised **Exhibit "A"** shall replace the initial Exhibit A attached to this Lease as of the Commencement Date and be incorporated into this Lease. With respect to each Easement, (a) the term shall not exceed the Term of this Lease, (b) to the extent permitted by applicable federal, state and local laws, such Easement shall be appurtenant to the Lease Area and shall run with and benefit the Lease Area and inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, (c) no act or failure to act on the part of Tenant shall be deemed to constitute an abandonment, surrender or termination thereof, except (i) upon recordation by Tenant of a quitclaim deed specifically conveying the Easement back to Landlord or (ii) the termination of this Lease pursuant to its terms, (d) non-use of the Easement shall not prevent the future use of the entire scope thereof, and (e) no use of or improvement to the Lease Area or any lands benefited by the Easement, and no assignment or sublease hereof or thereof, shall, separately or in the aggregate, constitute an overburdening of the Easement.

1.2 Right of Access. Landlord further grants to Tenant, during the period commencing on the Commencement Date of this Lease and ending upon the Termination Date or such additional time as required to remove the System and restore the Premises, as set forth in Section 16:

(a) A non-exclusive right of access to the Lease Area across or through the surrounding or adjacent area owned or leased by Landlord which is necessary or convenient to gain access to the System;

(b) The exclusive use of, and right to develop, design, install and operate, the System within the Lease Area, and the exclusive right to maintain, repair and replace the System throughout the Term of this Lease;

(c) A right of access for the installation, operation and maintenance of electric lines necessary to interconnect the System to the LDC's system, whether through the area subject to the aforesaid license or the Easement Area; and

(d) The exclusive right to receive sunlight ("Insolation") at the Lease Area (the "Solar Easement") during every hour of each day that sunlight could be received by the System, under which Tenant shall have the right to capture, use and convert the unobstructed solar resources on the Premises which shall extend horizontally three hundred sixty degrees (360°) across the entire Property, together extending vertically through all space located above the surface of the Property, that is one hundred eighty degrees (180°) or such greater numbers of degrees as may be necessary to extend

from each point on and along a line drawn along the surface of the ground and from each point along the exterior boundary of the Property. Landlord shall not permit any vegetation, structures or other objects on the Property to obstruct the passage of sunlight on or to the Lease Area. To the extent that it has the authority to do so, Landlord shall not permit any abutter to the Property, including other lands owned by Landlord, from constructing or obstructing the passage of sunlight on or to the Lease Area. This grant of Solar Easement shall run with the terms of this Lease and is not terminable by Landlord or its successor-in-interest so long as this Lease is in effect.

The preliminary locations of such access areas are set forth on Exhibit "A-1" attached hereto and such exhibit will be supplemented prior to the start of construction of the System.

1.3 Condition of Premises/Leased Area. Landlord represents to Tenant that, to the best of Landlord's knowledge, there are no covenants, restrictions, rights of way, easements or other encumbrances on the Premises or Leased Area which will prevent the Tenant's right of access and use of the Premises or Leased Area for the purposes described herein. Given that the Premises consist, all or in part, of land associated with a former landfill (the "Landfill Area"), Landlord further represents that at the time of the commencement of construction of the System the Landfill Area will be in compliance with all applicable federal, state and local laws, regulations, bylaws, codes and other legal requirements applicable to the Landfill Area and Landlord shall provide documentation of same which it has in its possession as reasonably requested by Tenant. During the Due Diligence Period (defined below) Tenant will review the condition of Landlord's title to the Premises, including any recorded rights of way and easements, and investigate the status of any existing permits that are associated with the Landfill Area. In the event that there exist other uses or covenants, conditions or restrictions affecting the Premises that prevent Tenant from its right of access and use of the Premises, or in the event that there are any violations or evidence of non-compliance with any applicable governmental permits or licenses for the Landfill Area, Tenant may terminate this Lease in accordance with the Early Termination provisions of Section 3.3. Tenant shall not be liable for any conditions on the Premises arising from or related to acts or omissions occurring prior to the Commencement Date, including conditions related to any Hazardous Materials.

1.4 Utilities. Tenant shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary interference to other activities on the Easement Premises in the reasonable judgment of Landlord.

1.5 Remaining Property. The Property, excepting the Lease Area, is referred to as the "Remaining Property," which, subject to Sections 7.3 and 7.4 hereof, is solely within the rights and discretion of the Landlord for any purpose the Landlord may deem appropriate.

2. Permitted Uses. Tenant shall use the Premises solely for the purpose of testing, designing, financing, constructing, installing, owning, operating, maintaining, repairing, replacing and removing a solar photovoltaic system with a nameplate capacity of 4.0 MW ac on the Premises, together with any and all solar arrays and all necessary associated inverters, wiring, metering, and other equipment and appurtenances related thereto (the "System") as Tenant

deems necessary for the design, installation, operation and maintenance of the System or as required by any county, state or federal agency or department for the operation of a photovoltaic generation system (the "Permitted Uses"). The Permitted Uses shall also include the right to test, survey and check title on the Property and perform any other acts necessary to the successful and secure operation of the System, as determined by Tenant in its sole discretion. Tenant's use of the Premises shall at all times conform to all applicable federal, state and local laws, regulations, bylaws, codes and other legal requirements (the "Governmental Requirements"). Absent written approval by the Landlord, Tenant shall not use the Premises for any use other than as set forth herein.

3. Term.

3.1 Initial Term. The initial term of this Lease ("Initial Term") shall commence upon execution of this Agreement, which shall be deemed the Commencement Date hereof and, unless terminated pursuant to the Early Termination provisions of Section 3.3 or as otherwise allowed by this Lease, shall terminate on the last day of the month after the twenty-fifth (25th) annual anniversary of the commencement of Commercial Operation of the System (the "Termination Date"). Commercial Operation is defined as the date upon which a power purchasing utility or other entity first receives and purchases power produced by the System, excluding electric energy delivered to the electric grid in connection with testing, start-up or commissioning of the System. Tenant shall promptly provide Landlord written notice of the date Commercial Operation is achieved (the "Commercial Operation Date").

3.2 Extension Term. Tenant shall have the right, to be exercised at least sixty (60) days prior to the expiration of the Initial Term, to extend the term of this Lease for two additional (5) year periods (the "Extension Term"), on the same terms and conditions set forth herein. The Initial Term, and the Extension Terms, if permitted and exercised, shall be referred to, together, as the "Term." The term "Lease Year" means a period of one (1) year commencing on the Commercial Operation Date (or the anniversary thereof) and ending on each subsequent annual anniversary date thereof.

3.3 Early Termination. The Parties hereby acknowledge and agree that Tenant's obligations under this Lease are contingent on Tenant 1) completing, to Tenant's satisfaction, certain due diligence as to title, survey, topographical, environmental, wetlands delineations and surveying, soil conditions and availability of utilities, sewer use and water supply, the overall regulatory framework governing the Premises and the System, including zoning and any other land use requirements; 2) obtaining, in Tenant's sole discretion, any and all required financing for the design, construction, installation, operation and management of the System including but not limited to financing that may be associated with certain PILOT payments, tax credits and/or financial incentives contained in either state or federal law; 3) obtaining any and all required permits, including, without limitation, (a) a permit from the LDC to connect the System to the LDC (the "Interconnection Permit"), (b) obtaining, with Landlord's cooperation, all approvals from the New York State Department of Environmental Conservation ("DEC") necessary to authorize construction of the System on the landfill, including, if necessary, amendments to the Post-Closure Plan and/or Site Management Plan for the landfill, and (c) any other federal, state, or local permits or approvals necessary to construct and operate the System on the Premises (all such

permits and approvals being referred to as the "Governmental Approvals"), and on Tenant inspecting the Premises to determine if they are suitable for the Permitted Uses, in Tenant's sole discretion; and 4) purchasing the necessary equipment required for the System from a manufacturer of solar photovoltaic systems and equipment. Tenant shall have a period commencing on the Commencement Date through and including the Commercial Operation Date, or as otherwise agreed to by the Landlord and Tenant in writing (the "Due Diligence Period") to conduct its continued due diligence as described herein, obtain the financing Tenant reasonably determines is required for the System, obtain such Governmental Approvals and conduct all inspections of the Premises, and to purchase the necessary equipment required for the System, provided that Tenant shall have procured the insurance required under Section 12 prior to entering the Property. If Tenant is unable to obtain sufficient financing (as described above), obtain the Governmental Approvals, or purchase the necessary equipment despite its diligent efforts, or reasonably determines that the Premises are not suitable for Tenant's intended use, or reasonably determines that the Premises, or the Tenant's use of the Premises for the System, are not in conformance with any of the Governmental Requirements, or reasonably determines that any of the Governmental Requirements will cause the Project to be no longer economically viable, Tenant may terminate this Lease, without recourse to the Parties, by delivering written notice to Landlord, in which event this Lease shall terminate and be null and void, except for those provisions that are stated to survive the expiration or earlier termination of this Lease. Upon Tenant's termination of this Lease, Tenant shall restore the Premises consistent with Sections 5.11 and 16 herein.

3.4 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this Section 3.4 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

4. Rent.

4.1 Rent. Beginning on the Commercial Operation Date, Tenant shall pay Landlord without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, Base Rent and taxes as such terms are defined below, in yearly installments.

4.2 Base Rent and Taxes.

(a) Tenant shall pay a base rent for each Lease Year in the amount set forth for such Lease Year on Exhibit B (the "Base Rent"). Base Rent shall be

paid in quarterly installments, with the first payment due and payable on the Commercial Operation Date.

(b) The Parties acknowledge that Landlord, as a municipal corporation of New York State, or not-for-profit organization validly organized under New York State law, is exempt from the assessment of, and obligation to pay real property taxes, ad valorem levies or special assessments ("Property Taxes") for property owned by such municipal corporation or not-for-profit corporation and used for public or not-for-profit purposes, respectively. To the extent that the installation of the System on the Premises results in any Property Taxes being assessed against the Premises or the System, Tenant shall solely be responsible for the payment of all such Property Taxes, whether as a direct payment to the relevant taxing jurisdiction(s) or as a reimbursement to Landlord. If Tenant fails to pay such Property Taxes when same become due and payable, then, in addition to the Landlord's other rights and remedies, the Landlord shall have the right to pay such Taxes, and Seller shall indemnify and reimburse Landlord for the cost thereof within thirty (30) days of receipt of written demand from Landlord with respect to such payment.

(c) If Tenant's installation of the System on the Premises results in any Property Taxes being assessed against the Premises or the System, Tenant may negotiate, at Tenant's sole cost and expense, payments in lieu of real property taxes in accordance with a payment in lieu of taxes agreement ("PILOT") with one or more taxing jurisdictions assessing the Premises or the System. If Tenant cannot negotiate a PILOT satisfactory to Tenant in its sole discretion, Tenant may terminate the Lease in accordance with Section 3.3 hereof.

4.3 Governmental Charges. Tenant shall pay or cause to be paid all of the following, if applicable: utilities of every kind or nature provided to the Lease Area, or reasonably attributable to Tenant's use of the Easement Premises. Landlord shall cause to be paid all charges, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Premises or the leasehold, or any part thereof, or any appurtenance thereto ("Governmental Charges").

4.4 General Rent Provisions. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to "Town of Manlius" and delivered to Landlord at the address set forth below, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5 Interest. All payments becoming due under this Lease and not paid within ten (10) days of the date due or upon written demand as required herein shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged by Bank of America or its successor or similar entity, as published in the Wall Street Journal for the applicable due date, plus two percent (2%).

5. System Construction, Installation and Operation.

5.1 Installation Work. Landlord hereby consents to the construction of the System by Tenant on the Premises ("Installation Work") in accordance with this Lease, including, without limitation, grading and required leveling, pouring foundations and other substructure as required for the Installation Work, the installation of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, utility interconnections, storage buildings, security offices, electrical equipment shelters and security fencing. Landlord acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the ground and consents to such mounting or adhering, as applicable, consistent with all applicable Governmental Requirements.

5.2 Appurtenant Rights. Tenant shall also have the right from time to time during the term hereof in connection with this Lease, to: (a) maintain, clean, repair, replace and dispose of part or all of the System; to add to or remove (if this Lease has terminated or as otherwise allowed by this Lease or required under applicable Governmental Requirements) the System or any part thereof; and (c) perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to use the Premises for the Permitted Uses or carry out the activities set forth in this Section 5, including but not limited to, trimming or clearing brush, limbs, branches or foliage on the Lease Area or Property.

5.3 Access to and Use of Leased Premises. Tenant shall have access to the Premises twenty-four (24) hours, seven (7) days a week for the purpose of performing the Installation Work, providing utilities to the Premises, and using the Premises for the Permitted Uses and any other uses incidental thereto. To the extent requested by Tenant and reasonably necessary for the performance of the Installation Work, Landlord shall provide necessary space for the temporary storage of parts and supplies on the Premises or portions of the Property adjacent thereto, as reasonably agreed to by the Parties. Tenant shall perform the Installation Work and ongoing repair and maintenance in a manner that minimizes inconvenience to Landlord's use of the Remaining Property to the extent commercially practical. Tenant shall inform Landlord of Tenant's construction schedule at least five (5) business days prior to commencement of Installation Work.

5.4 Site Restoration. Tenant may make such modifications to the Premises as reasonably required or convenient to perform the Installation Work or ongoing maintenance, including, without limitation, running wires and conduits from the System to the electrical panels and other areas on the Premises, provided that Tenant shall maintain the Premises in good condition and repair and shall restore the Premises to substantially the same condition as existed immediately prior to such modifications (other than the improvements and modifications made in connection with the System).

5.5 As-Built Plans. Subsequent to the completion of the Installation Work, Tenant shall provide Landlord with "as-built" drawings setting forth in detail the location of all components of the System ("As-Built Plans"). All repairs or replacements to the System shall meet all applicable Governmental Requirements.

5.6 Project Milestone Schedule. The project milestones Tenant anticipates achieving within the first two (2) years of the Initial Term are listed on Exhibit C attached hereto. The parties expressly agree that the System shall achieve the notice to proceed with financing ("Notice to Proceed") no later than two (2) years after execution of this Agreement, provided, however, that such time period shall be extended as a result of any *force majeure* event or any other delay caused by circumstances outside of the Tenant's control.

5.7 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in good and workmanlike manner, and in accordance with local building permits. Tenant's construction, operation, use and maintenance of the System and any and all other improvements on or at the Premises shall at all times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the System and any and all other improvements on or at the Premises.

5.8 Construction Costs. Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the System and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant shall repair, at its sole cost and expense, any damage caused to the Property as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

5.9 Mechanics Liens. Tenant shall use commercially reasonable efforts to not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within forty-five (45) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

5.10 Insurance for Tenant's Work. During the performance of the Installation Work or other work done on or to the Premises, Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits, all in compliance with the provisions of Section 12.

5.11 Removal Bond/Security. Tenant shall be responsible for removal of the System and other improvements made to or structures placed on the Premises by or on behalf of Tenant; provided, however, that Tenant shall have no obligation to remove any road or utility installations installed upon the Premises. Before Tenant commences the Installation Work, Tenant shall provide Landlord with an estimate from an independent third party engineer reasonably approved by Landlord and Tenant (and paid for by Tenant) establishing the cost

required to remove the System from the Premises and to repair any damage caused to the Premises from such removal. No later than the Commercial Operation Date, Tenant shall provide Landlord with a bond in the amount established by the engineer in favor of Landlord from a bond company authorized to issue such bonds in the State of New York and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the System at the expiration or earlier termination of the Lease, to pay for any costs for repairs to the Premises caused as a result of such removal, and to restore the Premises to the condition in which they are required to be maintained if Tenant fails to do the same. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the updated costs of removal of the System. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord's prior written consent.

5.12 Safety. During construction of the System or any parts thereof or other improvements to the Premises, Tenant shall install such commercially reasonable safety devices as may be necessary to ensure the safety of Landlord's personnel on the Property, persons on the Premises, the Remaining Property, adjacent property owners and their property, and the general public with respect to their activities at the Property.

6. System and Output Ownership.

6.1 Ownership of System. Landlord acknowledges and agrees that Tenant or one of its affiliates with the financial and technical expertise capable of fulfilling this Lease is the exclusive owner and operator of the System, that all alterations, additions, improvements, installations or equipment used in connection with the installation, operation or maintenance of the System or comprising the System is, and shall remain, the personal property of Tenant and shall not become fixtures, notwithstanding the manner in which such System is or may be affixed to any real property of Landlord and neither Landlord nor any affiliate, lender or successor in- interest of Landlord shall have any right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises. Landlord shall have no development or other interest in the System or other equipment or personal property of Tenant installed on the Premises (regardless whether such personal property is affixed to any real property), and Tenant may remove all or any portion of the System at any time and from time to time in Tenant's sole discretion. Without limiting the generality of the foregoing, Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof.

6.2 Ownership of Output. Landlord acknowledges that Tenant is the exclusive owner of electric energy generated by the System and owner of all environmental attributes, tax attributes and environmental incentives and other governmental benefit or incentive programs attributable to the System.

6.3 Security Interests in System. Except as otherwise provided herein and in the Lease, Landlord acknowledges and agrees that Tenant may grant or cause to be

granted to a lender or other project financing party, together with any Tax Investor (defined below), security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender and their respective representatives, purchasers, transferees, successors and assigns (any of the foregoing, a "Financing Party") a security interest in the System and Tenant's interest in this Lease, and Landlord expressly disclaims and waives any rights in the System at law or in equity pursuant to this Lease. Any security interest granted to a Financing Party shall be subordinate to the interest of the Landlord in the Premises and subject to the terms and conditions of this Lease.

(a) Rights & Obligations. A Financing Party may enforce its lien or other rights and acquire title to the System or Tenant's interest in this Lease (collectively, the "System Estate") in any lawful way, pending foreclosure of such lien or exercise of such other rights, any Financing Party may take possession of and operate the System Estate. Upon foreclosure of such lien by power of sale, judicial foreclosure or acquisition of the System Estate by deed in lieu of foreclosure, a Financing Party may, upon notice to Landlord, sell and assign the System Estate to a third party. No Financing Party shall have any obligation or liability under this Agreement prior to the time that such Financing Party or its designee succeeds to absolute title to Tenant's interest in this Agreement. Following and only following the acquisition of the System Estate by a Financing Party or its designee as set forth above, the Financing Party or other person acquiring title to the System Estate shall (i) within twenty (20) days of acquiring the System Estate, cure all defaults by Tenant hereunder that are capable of being cured; provided, however, if such defaults cannot be cured within the said twenty (20) day period, the cure period shall be extended for a reasonable period of time for the Financing Party or other person to cure such default as long as Financing Party or other person has commenced cure and is diligently pursuing the same; and (ii) assume and commence performance of all of Tenant's obligations under this Lease thereafter arising. Landlord agrees that no Financing Party shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any Financing Party has expressly assumed the obligations of Tenant hereunder pursuant to this Section 6.3.

(b) Notice. Tenant shall notify Landlord in writing of the name, address, and telephone and facsimile numbers of any such Financing Parties. When giving notice to Tenant of any default by Tenant under this Lease, Landlord shall also serve a copy of such notice upon each Financing Party at the same time.

(c) Right to Cure. Each Financing Party shall have the right (but not the obligation) to cure any default by Tenant (i) within thirty (30) days (or twenty (20) days in the case of payment default) after the later of the receipt of the notice referenced above or the expiration of Tenant's applicable cure period as provided herein or (ii) for a default other than a payment default, within such longer period as may reasonably be necessary to cure such default, if such default is not reasonably curable within 30 days after the expiration of Tenant's applicable cure period, provided that the cure is commenced within such 30-day period and thereafter

diligently continued to completion. Landlord shall accept such cure and performance as though the same had been done or performed by Tenant so long as such cure and performance is provided by such Financing Party or any agent on its behalf. Any Financing Party shall have the right to do any act or thing required to be performed by Tenant or any assignee under this Lease, and such act or thing performed by a Financing Party shall be effective to prevent a default under this Lease as if done by Tenant or the assignee itself. The time available to a Financing Party to cure any default by Tenant shall be extended by (i) such number of days as may be necessary for such Financing Party to obtain a receiver, or to initiate and complete foreclosure proceedings, if possession of the System is necessary to cure such default, and (ii) the number of days of delay occasioned by bankruptcy stay or other judicial restriction against such remedies or occasioned by other circumstances beyond such Financing Party's reasonable control.

(d) New Lease to Financing Party. If the Lease is rejected, disaffirmed or terminated as a result of any insolvency proceeding involving the Tenant, Landlord shall give prompt written notice thereof to each Financing Party. A Financing Party, its nominee or their purchaser, assignee or transferee, as the case may be, may, within thirty (30) days after the receipt of such written notice, certify in writing that it intends to perform the obligations of the Tenant arising after the date of such certification upon the terms and conditions of the Lease and to enter into a new lease. In such event, Landlord shall within thirty (30) days of receiving written request from a Financing Party, execute and deliver a new lease to such Financing Party, its nominee or to their purchaser, assignee or transferee, as the case may be, which new lease shall be effective as of the date of such rejection, disaffirmation, or termination, shall be for a term equal to or greater than the remainder of the Term of this Lease and shall be upon the same terms, covenants, conditions and agreements as contained in this Lease; and, until such time as such new lease is executed and delivered, such Financing Party may enter, use and enjoy the Property and conduct operations thereon as if this Lease were still in effect. This paragraph shall survive the rejection, disaffirmation or other termination of the Lease and shall continue in full force and effect thereafter to the same extent as if this paragraph were a separate and independent contract made by Landlord, Tenant and each Financing Party; provided that the relevant Financing Party shall cure all defaults of Tenant capable of being cured hereunder, simultaneously with the delivery of such new lease.

(e) Upon the receipt of a written request from Tenant or any Financing Party, Landlord shall, at Tenant's or such Financing Party's expense, execute or arrange for the delivery of such certificates, consents, estoppels, opinions, and other documents as may be reasonably necessary for Tenant to consummate any financing or refinancing and will enter into reasonable agreements with such Financing Party that provide that Landlord recognizes the rights of such Financing Party upon foreclosure or other exercise of rights by the Financing Party and such other provisions as may be reasonably requested by any such Financing Party.

7. Representations and Warranties, Covenants of Landlord.

7.1 Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under, this Lease have been duly authorized by all

necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord or any valid order of any court, or regulatory agency or other body having authority or jurisdiction to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

7.2 Landlord's Title to Leased Premises. Landlord shall not sell, assign or otherwise alienate or encumber the Premises unless Landlord shall have given Tenant at least ninety (90) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Landlord agrees that this Lease, Tenant's easement rights in the Easement Area and the Solar Easement shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Landlord agrees that it shall cause any purchaser, tenant, assignee, mortgagee, pledgee or party to whom a lien has been granted to execute and deliver to Tenant a document pursuant to which such party acknowledges and consents to Tenant's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System and shall not gain any interest in the System by virtue of Landlord's transfer.

7.3 No Interference With and Protection of System. Landlord will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage to, or impairment of the System, or otherwise adversely affecting the System or the operation thereof. Landlord shall not enter into any agreements, leases (including any renewals thereof), easement, or any other arrangements for rights to the Property that could affect the operations of the System or the Premises including the energy output of the System, without express written consent of Tenant. Tenant, at Tenant's sole expense, shall be solely responsible for implementing and maintaining reasonable and appropriate security measures to prevent unauthorized parties from accessing the Lease Area or the System, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage to, or impairment of the System, or otherwise adversely affecting the System. Landlord covenants that it will cause any third party who now has or may in the future obtain an interest in the Premises including any lenders to Landlord, to execute and deliver a Subordination, Non-Disturbance, and Attornment Agreement (an "SNDA") with Tenant, providing that each such lien or interest is subordinate to this Lease, does not and shall not encumber the System or other interests of Tenant in the Premises under this Lease or any amendments thereto and extensions thereof, with the effect that in the event of any foreclosure, trustee's sale or conveyance in lieu of foreclosure or trustee's sale of such mortgagee's lien, (a) Tenant shall not be named as a defendant therein unless required to be named by applicable law, (b) Tenant's rights and interests under this Lease shall not be affected or impaired thereby, (c) this Lease shall continue in effect during the Term, and (d) Tenant shall recognize any acquirer of title to the Premises by any such process as Landlord hereunder so long as the transferee continues to hold such title.

~~7.4~~ Insolation. Landlord acknowledges and agrees that the Solar Easement granted pursuant to this Lease is essential to the value of the interest granted herein and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not

permit any interference with the absorption of solar radiation on the System ("Insolation") on and at the Lease Area. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Premises, the Remaining Property or any adjacent or nearby property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air borne impediments to Insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that has a reasonable likelihood of diminishing the Insolation to the Lease Area, Landlord shall cooperate with Tenant's efforts to prevent interference with Insolation on or at the Lease Area including but not limited to efforts to obtain, at Tenant's sole expense, solar easement agreements from adjacent property owners.

7.5 Leased Premises Conditions. Landlord represents and warrants to Tenant that Landlord is unaware of any site conditions, restrictions, title defects, rights of way, easements or other encumbrances on the Premises, or construction requirements or restrictions associated with any Governmental Requirements (i) that would materially increase the cost of installing the System at the planned locations on the Lease Area or would materially increase the cost of maintaining the System at the Lease Area over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System installed on former landfill sites in the state of New York or (ii) that would adversely affect the ability and efficiency of the System as designed to produce electricity once installed. Tenant acknowledges that Landlord is not in the business of either constructing or using solar photovoltaic systems, that Landlord has acquired no specialized knowledge concerning such systems, and that Landlord has not and is not required to undertake any investigation to determine if the Lease Area is suitable for Tenant's purposes. Landlord represents and warrants that, except as to the existence of the Landfill Area, as of the Commencement Date there are no Environmental Claims (as defined in Section 10.5(c) below) in connection with the Premises and that there have been no Environmental Claims in connection with the Premises that have not been fully remediated.

7.6 RPTL Exemption. Landlord represents and warrants that neither the Landlord nor any other governmental authority with taxing authority at the Property has "opted out" of the exemption from taxation of solar or wind energy systems pursuant to N.Y. Real Property Tax Law Section 487 ("RPTL Exemption").

8. Representations and Warranties, Covenants of Tenant.

8.1 Authorization: Enforceability. The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

9. Maintenance.

9.1 Maintenance of Premises. Tenant acknowledges that Landlord shall have no obligation to maintain the Premises or the System except as otherwise required of the Landlord by any Governmental Requirements related to the Landlord's obligations associated with the Landfill Area. Tenant shall, at its sole cost and expense, keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including subtenants) damage the Property or any property of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of Landlord or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste and for reasonably removing snow and ice from the Premises, if required by Landlord.

9.2 Maintenance of System. Tenant shall maintain and repair the System in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the System and related equipment so as to keep it safe, sanitary, and in good working order and condition, all at its sole cost and expense.

9.3 Landlord's Cure Rights. If repairs are required to be made to the Premises or Property, specifically excluding the System, by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such written demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to) make or cause such repairs to be made. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's use of the Premises. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant shall forthwith, within thirty (30) days after such written demand with reasonable written evidence of payment, pay to Landlord the costs thereof and, if Tenant shall default in such payment, Landlord shall have the remedies provided herein as it does for the failure to pay Rent.

10. Hazardous Materials.

10.1 "Environmental Laws" shall mean and include all Governmental Requirements interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, landfill land use plans, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

10.2 "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose

presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, and by-products.

10.3 Tenant Covenants.

(a) Tenant acknowledges that the Premises is located, either wholly or partially, on a former landfill site, which is subject to particular requirements under Environmental Laws as well as particular work plans, closure plans, operating and maintenance plans or other permits, approvals, directives or orders from or agreements with applicable Governmental Authorities (the "Applicable Landfill Documents"), including but not limited to the New York State Department of Environmental Conservation. Tenant further acknowledges that below the surface of the Landfill Area on the Premises there are capped or covered soils possibly encapsulating Hazardous Substances, which cap or cover must be safeguarded and cannot be punctured, degraded or compromised in any way by Tenant or Tenant's activities on the Premises, and that any protection, containment, monitoring or environmental control system installed in connection with the Landfill Area, or closure thereof, must not be disturbed or interfered with in any way. Tenant agrees and acknowledges that it shall have the opportunity during the Due Diligence Period to conduct all necessary due diligence and site investigations and assessments with respect to the Premises and the Landfill Area and to make a reasonable request for, and review, any and all Applicable Landfill Documents within Landlord's possession or from applicable Governmental Authorities. Prior to conducting any site investigations or assessments, Tenant shall provide advance notification to the Landlord such that Landlord, or its representative, can be present during such investigation or assessment.

(b) Tenant recognizes that the Landlord has certain on-going obligations to maintain and/or monitor the Landfill Area in accordance with Applicable Law and the Applicable Landfill Documents. Tenant covenants that it will not interfere with the proper maintenance and protection of the Landfill Area, or any cap or cover or other protection, containment, monitoring or environmental control system installed in connection with the Landfill Area or closure thereof. Notwithstanding anything to the contrary contained herein, Tenant agrees and covenants that it shall not do any excavation, trenching, digging or soil borings on the Premises or the Property without the prior written consent of the Landlord, and if necessary, applicable Governmental Authorities. As necessary, Tenant will take all necessary actions and precautions in order to construct and operate the System in compliance with all Governmental Requirements and the Applicable Landfill Documents and to avoid interference with the proper maintenance and protection of the Landfill Area and its cap or cover and any other protection, containment, monitoring or environmental control system installed in connection with the Landfill Area or closure thereof, including but not limited to, surface

placement of conduit and foundations rather than subsurface placement, a design that accommodates settling, if needed, use of low ground pressure construction/maintenance vehicles, ensuring properly designed access roads to allow for storm water drainage, ensuring access roads do not cause rutting or erosion of cover soils, the location of inverters/transformers off-cover if practicable, proper separation between solar panels and vents from any monitoring and environmental control system (gas vents/collection wells) and ensuring the maintenance of healthy cover vegetation. Tenant shall provide the Landlord with copies of all its design documents and work plans for review and approval by Landlord.

10.4 Tenant Indemnity. Tenant will defend, indemnify, and hold harmless the Landlord and its agents, contractors, and employees (collectively, "Landlord Parties") from and against any and all claims, liabilities, or losses (collectively, "Losses") to the extent such Losses arise or result from, or are based on: (i) the failure of the Tenant to comply with any Environmental Laws or Applicable Landfill Documents; (ii) the installation, operation and maintenance of the System within the Landfill Area in violation of such Environmental Laws or Applicable Landfill Documents; (iii) Tenant's interference with the Landfill Area, any cap or cover on the Landfill Area and any monitoring or environmental control system in connection with the Landfill Area, or the closure thereof; and (iv) the presence, release or discharge of any Hazardous Materials in, on, or within the Landfill Area or the Premises, to the extent reasonably attributable to the actions or inactions of Tenant or its agents, contractors, or employees.

10.5 Landlord Representations and Warranties; Covenants.

(a) The Landlord agrees that it has provided a true, complete and correct copy of the Applicable Landfill Documents that are in Landlord's possession or control, to Tenant.

(b) The Landlord acknowledges and agrees that, solely by virtue of its entry upon the Premises or Property and the taking of actions authorized by, permitted under or consistent with this Lease, neither the Tenant nor any of Tenant's agents, representatives, contractors, consultants, engineers, materialmen, investors, potential investors, invitees, employees, officers, and directors (collectively, "Tenant Parties") shall have, or shall be deemed to have in any way participated in the operation of the Landfill Area or its closure, and so long as Tenant and the Tenant Parties comply with all Environmental Laws and Applicable Landfill Documents in developing, constructing, installing, operating, repairing, maintaining and decommissioning the System and neither Tenant nor any of the Tenant Parties interferes with the Landfill Area, its cap or cover, or other protection, containment, or monitoring or environmental control system installed in connection with the Landfill Area in violation of the Environmental Laws or Applicable Landfill Documents, then neither Tenant nor any of the Tenant Parties shall have assumed any liability or obligation associated with materials of any type or description (including Hazardous Materials) deposited, stored, or received on or within the Landfill Area by the Landlord or any predecessor owner or operator.

(c) Landlord represents and warrants that, except as to the existence of the Landfill Area, as of the Commencement Date, no claims, suits,

penalties, damages, losses, liabilities, payments, costs and expenses (including without limitation reasonable legal fees) arising out of or related to any spill, discharge, leakage, contamination or storage of any Hazardous Materials at the Property, whether or not such an event or condition required remediation, corrective or other action in order to comply with any Environmental Laws (collectively, "Environmental Claims") have arisen that have not been fully paid or remediated.

10.6 Landlord Indemnity. The Landlord will defend, indemnify, and hold harmless the Tenant and the Tenant Parties from and against any Losses to the extent such Losses result or arise from, or are based on: (i) the presence, discharge or release of any Hazardous Materials in, on, or within the Landfill Area or the Premises, except to the extent that the presence, discharge or release of such Hazardous Materials is attributable to the actions or inactions of Tenant or Tenant's agents, contractors, and employees from and after the Commencement Date; (ii) the failure of the Landfill Area or Landlord to comply with any applicable Environmental Laws or Applicable Landfill Documents. The Landlord will not defend, indemnify, or hold harmless the Tenant or Tenant Parties for any Losses resulting from the failure of the Tenant to comply with any applicable Environmental Laws or Applicable Landfill Documents regarding non-interference with the Landfill Area, any cap or cover of the Landfill Area and any monitoring or environmental control system in connection with the Landfill Area, or the closure thereof, or resulting from the installation, operation and maintenance of the System within the Landfill Area.

10.7 Costs. The indemnifications of this Section 10 specifically include reasonable and actual costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

10.8 Survival. The provisions of this Section 10 will survive the expiration or termination of this Lease.

11. Indemnification; Release.

11.1 Tenant Indemnity. In addition to Tenant's obligations under Section 10, Tenant shall indemnify, hold harmless, release and defend Landlord and the Landlord Parties from and against all Claims (a) arising directly or indirectly from the failure of any of the Tenant Parties to comply with the terms of this Lease or with any applicable Governmental Requirements; and (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of the Tenant Parties. However, in no event shall Tenant be obligated to indemnify Landlord or any Landlord Parties to the extent such claim, expense, or liability results from the act, omission, negligence or willful misconduct of Landlord or any of the Landlord Parties.

11.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the System or other personal property of Tenant unless caused by Landlord's failure to comply with any obligation of Landlord set forth in this Lease, or by the negligence or willful misconduct of any of the Landlord Parties.

11.3 Landlord Indemnity. To the extent permitted by law, Landlord shall indemnify, hold harmless, release and defend Tenant and the Tenant Parties from and against any and all Claims, (a) arising directly or indirectly from the failure of any of the Landlord Parties to comply with the terms of this Lease or with any Governmental Requirements; and (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of the Landlord Parties, or the breach of any provision of this Lease, except to the extent attributable to the act, omission, negligence or willful misconduct of any of the Tenant Parties.

11.4 Limitation on Liability. Notwithstanding anything to the contrary in this Lease, neither the Landlord nor the Tenant shall in any event be liable for any punitive or special damages and both the Landlord and Tenant hereby waive any claims either Party may have with respect to the foregoing.

11.5 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

11.6 Survival. The provisions of this Section shall survive the termination or expiration of this Lease.

12. Insurance.

12.1 Required Insurance. Tenant shall maintain, during the Term of this Lease and for so long as Tenant or the System continues to be on the Premises, the following insurance:

(a) General comprehensive liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars ($1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord (as additional insured) and Tenant, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises, the System, or arising out of the maintenance, use, or occupancy of the Premises and/or the System; and (ii) excess liability (so-called umbrella) coverage having a limit of Five Million Dollars ($5,000,000.00) written on an occurrence basis;

(b) All-risk property damage insurance for replacement of the System and Tenant's other personal property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes and floods; and

(c) During the performance of the Installation Work, Tenant shall also require the construction manager and/or general contractor to maintain (i) for the benefit of Tenant and Landlord, as additional insured, commercial general liability insurance, including products and completed operations coverage, against any claims for bodily injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the System for at least Three Million Dollars $3,000,000 combined single limit; (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with

limits of not less than One Million Dollars ($1,000,000), and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars ($1,000,000) combined single limit;

12.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

(a) Tenant shall provide certificates to Landlord evidencing the insurance coverage required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request. All the liability insurance required under this Section 12 shall name Landlord as additional insured, and all insurance policies and certificates shall include a provision requiring thirty (30) day's written notice to Landlord by certified mail of any cancellation, material change, or reduction in coverage.

(b) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord and shall not call on Landlord's insurance for contributions.

(c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the state of New York and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.

(e) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease.

(f) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.

(g) Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

12.3 Landlord's Cure Rights. In the event of Tenant's failure, in whole or in part, at any time during the Term of this Lease or thereafter, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as additional rent.

13. Default.

13.1 Default by Tenant.

(a) It shall be an event of default ("Event of Default") under this Lease by Tenant if:

(i) Tenant fails to pay Rent or comply with any provision curable by the payment of money (including, without limitation, Tenant's obligation to maintain the insurance required under this Lease) when due hereunder and such failure continues for twenty (20) days after written notice from Landlord that the same is due;

(ii) Tenant fails to perform or observe any other material term or condition contained in this Lease and such failure is not cured within thirty (30) days after receipt of written notice from Landlord specifying such failure, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than one hundred twenty (120) days from the date of the notice from Landlord unless otherwise agreed upon in writing); or

(iii) Tenant shall be bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated for more than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee, within said ninety (90) days, shall have remedied all defaults under this Lease; or (ii) such debtor in possession, receiver or trustee shall have, within said ninety (90) days, executed an agreement, duly approved by Landlord, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every material term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

(b) Upon the occurrence of an Event of Default, Landlord shall have the right, upon prior written notice, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended and cause Tenant to remove the System and other property on the Premises, without prejudice to any remedies which might otherwise be available to Landlord.

(c) Tenant agrees to reimburse Landlord for all actual and reasonable costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that the Landlord shall be entitled to recover from Tenant all actual and

reasonable costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

(d) The provisions of this Section 13.1 shall survive the expiration or earlier termination of this Lease.

13.2 Default by Landlord.

(a) It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure, provided, however, that if such failure is of such a nature that Landlord cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Landlord commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date the notice is received form Tenant unless otherwise agreed upon in writing). In the event that Tenant terminates this Lease because of Landlord's default hereunder, Tenant's obligation to pay any further Rent and other obligations hereunder (other than those expressly survive termination) shall cease as of the date of written notice of default to Landlord, and Tenant shall have the right to pursue any and all remedies available to it at law and/or equity.

(b) Landlord agrees to reimburse Tenant for all actual and reasonable costs associated with the enforcement of Tenant's rights under this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Tenant's rights and remedies hereunder, and in addition to all other amounts Landlord is otherwise obligated to pay, it is expressly agreed that Tenant shall be entitled to recover from Landlord all actual and reasonable costs and expenses, including reasonable attorneys' fees, incurred by Tenant in enforcing this Lease from and after Landlord's default.

14. Termination and Expiration of this Lease.

14.1 Right to Terminate. This Lease shall terminate upon the expiration of the Term, unless earlier terminated pursuant to its terms. In addition to the Parties' termination rights provided elsewhere in this Lease, Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in Section 13, subject to Section 6.3(c), immediately upon written notice to the defaulting Party.

14.2 Change in Law. In the event that, at any time after the Effective Date of this Agreement, there is a Change in Law that is applicable to the construction, repair, maintenance or operation of the System, the sale of energy produced by the System, or any other obligation of the Tenant with respect to the System or the output of the System, and compliance with the Change in Law results in a material increase in Tenant's costs to construct, repair, operate and/or maintain the System or otherwise operate its business relating to the System, Tenant will have the right to terminate this Lease upon thirty days' written notice to Landlord. For purposes of this paragraph, "Change in Law" shall mean any circumstance in which any constitutional provision, rule, regulation, ordinance, treaty, order, decree, judgment, decision,

certificate, holding, injunction, registration, license, franchise, permit, authorization, award, determination, guideline, approval, LDC tariff, consent or requirement of any governmental authority or LDC having jurisdiction over the Landlord, the Property or Tenant (collectively, "Applicable Law") is enacted, amended, modified, interpreted, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect. For the avoidance of doubt, Change in Law shall also include (a) the imposition of and/or increase in the amount of any import tariff or similar charges on the physical equipment to be used in the construction of the System, (b) any decision by any governmental authority after the Effective Date to either "opt-out" of the RPTL Exemption, or require a payment in lieu of taxes in connection with the System of the Premises, and (c) any change to Applicable Law that prevents, conditions or impedes the Tenant from operating the System as a "community distributed generation facility" under Applicable Law.

15. Fire or Other Casualty; Condemnation.

15.1 Casualty. If the System is substantially damaged or destroyed by fire or other casualty, or an occurrence of a *force majeure* event such that Tenant reasonably determines that the continued operation, replacement or repair of the System will not be economic and feasible, then Tenant may elect to terminate this Lease without any further obligation to pay Rent by giving Landlord at least thirty (30) days' prior notice thereof, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration of this Lease, and this Lease shall be null and void, without recourse to the Parties, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. In no event shall Landlord be required to repair, replace or restore the System or any parts thereof, or any other improvements made by or on behalf of Tenant on the Premises except to the extent that such damage was due to Landlord's gross negligent, willful acts or intentional omission.

15.2 Condemnation. If a condemning authority takes all of the Premises, this Lease shall terminate as of the date title vests with the condemning authority. If a substantial portion of the Premises are taken and the taking, in Tenant's reasonable determination, renders the Remaining Property substantially unsuitable for Tenant's intended use of the Premises described hereunder, Tenant may terminate this Lease, without any further obligation to pay Rent, by written notice thereof to Landlord within thirty (30) days of such taking; provided that the effective termination date of the Lease shall be the same date title vests with the condemning authority and any obligations of Tenant hereunder shall terminate as of that date. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises, which for Tenant will include, where applicable, the unamortized value of the System, moving expenses of its property on the Premises and business dislocation and relocation expenses.

16. Surrender. Within six (6) months from the expiration or termination of this Lease, Tenant shall, to the extent required by Section 5.11 hereof, remove the System and all other improvements installed by Tenant on the Premises in compliance with all applicable legal requirements. In connection with such removal, Landlord shall continue to provide Tenant with access to the Premises without payment of further rent or consideration. Any improvements not removed from the Premises within the foregoing six (6) month period shall be deemed

abandoned and shall become the sole property of Landlord. In such case, Landlord shall have the right to use the removal bond to pay for the removal of the system, any costs associated with repairing any damage caused to the System, any costs associated with repairing any damage caused to the Premises for the removal of the System and/or to make such repairs or improvements to the Premises to restore the premises to the condition in which they were required to be maintained under this Lease. The provisions of this Section shall survive expiration or earlier termination of this Lease.

17. Assignment. The Tenant shall not assign this Lease or sublet the Premises or any portion thereof absent the written approval of Landlord, which consent may not be unreasonably conditioned, withheld or delayed, provided, that Tenant may assign this Lease without the written approval of Landlord to an affiliate of Tenant or any successor to Tenant by merger or consolidation or to any entity that acquires a substantial portion of all of the assets, stock or equity of Tenant. Provided that such assignee expressly assumes in writing the obligations of Tenant hereunder, and provided that such assignee has sufficient expertise and experience in the ownership or operation of electric generating facilities comparable to the System to be reasonably capable of performing the obligations of Tenant under this Lease in accordance with good utility practice, Tenant shall be automatically released from all further liability under this Lease from and after the date of such assignment. Notwithstanding the foregoing, Landlord acknowledges that Tenant's obligations under any financing that Tenant obtains for the purchase and installation of the System through a loan, lease or partnership from or with one or more Financing Parties may be secured by, among other collateral, a pledge or collateral assignment of this Lease. In order to facilitate any such transaction, Landlord consents (a) to the collateral or full assignment by Tenant to the lender of the Tenant's right, title and interest in and to this Lease, any mortgage of Tenant's interest in this Lease and the System, or any sublease of Tenant's interest in this Lease in connection with such financing and such assignment shall not be subject to any conditions or restrictions set forth in this paragraph, and (b) agrees to take any actions and provide any documentation reasonably requested by Tenant or any Financing Party in connection with such a transaction, all at Tenant's sole cost and expense. In addition, a transfer of any ownership interests in Tenant to an investor for purposes of allowing such investor to claim certain tax benefits (a "Tax Investor") pursuant to which such Tax Investor shall not have ordinary control over the management and operations of Tenant (and further transfers of such ownership interests by such Tax Investors) shall not be treated as an assignment of this Lease and no consent of Landlord shall be required in connection therewith.

18. Miscellaneous.

18.1 Landlord's Access. Landlord or Landlord's agents may, at reasonable times, and after reasonable advance notice to Tenant, except in case of emergency when no such notice shall be necessary, enter upon any and all portions of the Premises for the purpose of carrying out Landlord's obligations with respect to maintenance and monitoring of the Landfill Area. Landlord and Landlord's representatives shall at all times comply with all reasonable safety and other operating procedures established by Tenant, and with all applicable Governmental Requirements.

18.2 Preference to Town of Manlius Residents. Tenant agrees to exclusively offer subscriptions to its services to the individuals and entities that own property in the Town

for a period of one hundred twenty (120) days from the date that subscriptions are first available and offered in the load zone that is impacted by the System. During the one hundred twenty (120) day window, Tenant agrees to provide notice and information to Town residents for its subscription services by way of public meetings, mailing notifications, and notification on the Town's website and social media pages.

18.3 Quiet Enjoyment.

(a) Landlord covenants that so long as no Event of Default has occurred and is continuing, Tenant shall quietly have and enjoy the Lease Area during the Term.

(b) So long as the use by Landlord and other occupants of the Remaining Property is not inconsistent with the rights granted to Tenant herein to use the Lease Area for the Permitted Use, Tenant shall operate, maintain and repair the System in a manner that will not obstruct or interfere with Landlord's use of the license area, the Easement Area, or the Remaining Property or the rights of any other occupants in and to such areas. Tenant will use its best efforts to maintain its System in a manner that does not interfere with the Remaining Property. Landlord may construct, reconstruct, modify or make alterations to the license area, the Easement Area, and the Remaining Property so long as such activities do not materially interfere (including shading) with the operation of the System.

18.4 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements. Without limiting the foregoing, Landlord agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits, if any, and approvals necessary for the design, construction, engineering, operations, maintenance and deconstruction of the System and to act at all times during such review within its legal capacity.

18.5 Further Leases; Easements and Rights of Way. Landlord reserves the right to grant additional leases, easements, leases or rights of way of the Remaining Property, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere (including shading) with Tenant's use of the Premises and the operation of the System.

18.6 Amendments. This Lease may be amended only in writing signed by Tenant and Landlord or their respective successors in interest; provided, however, Landlord and Tenant agree that so long as there exists unpaid financing from a Financing Party or a loan or other financing held by a lender that is secured by Tenant's grant of security interest in this Lease and/or the System, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Leased Area or a

cancellation or release of this Lease from Tenant, prior to the expiration of the Term without the prior written consent of such Financing Party or lender.

18.7 Notices. Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, (c) personally delivered to a representative of the receiving Party, or (d) sent by facsimile or email with confirmation of receipt (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 18.7). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Landlord:

With a copy to:

If to Tenant:

Abundant Solar Power (___) LLC
c/o Abundant Solar Power, Inc.
700 W. Metro Park
Rochester, New York 14623
Attn: Richard Lu, President

With a copy to:

_____
_____
_____

18.8 Waiver. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either Party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

18.9 Remedies Cumulative. No remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law provided, but each shall

be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

18.10 No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third Party not a Party hereto, other than any lender or other secured parties.

18.11 Captions. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

18.12 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

18.13 Estoppel. Either Party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or lender.

18.14 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.15 Choice of Law. This Lease shall be construed in accordance with the laws of the State of New York.

18.16 Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

18.17 Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or ".pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the parties.

18.18 Entire Agreement. This Lease represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

18.19 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

18.20 Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the County Clerk's office, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LANDLORD:

TOWN OF MANLIUS

By: _____
Name:
Title:

TENANT:

ABUNDANT SOLAR POWER (__) LLC

By: Abundant Solar Power Inc., its Sole Member

By: _____
Name: Richard Lu
Title: President

EXHIBIT A

DESCRIPTION OF PROPERTY

5701 Bowman Road
Town of Manlius
County of Onondaga
Tax Parcel No. 074.-01-06.1

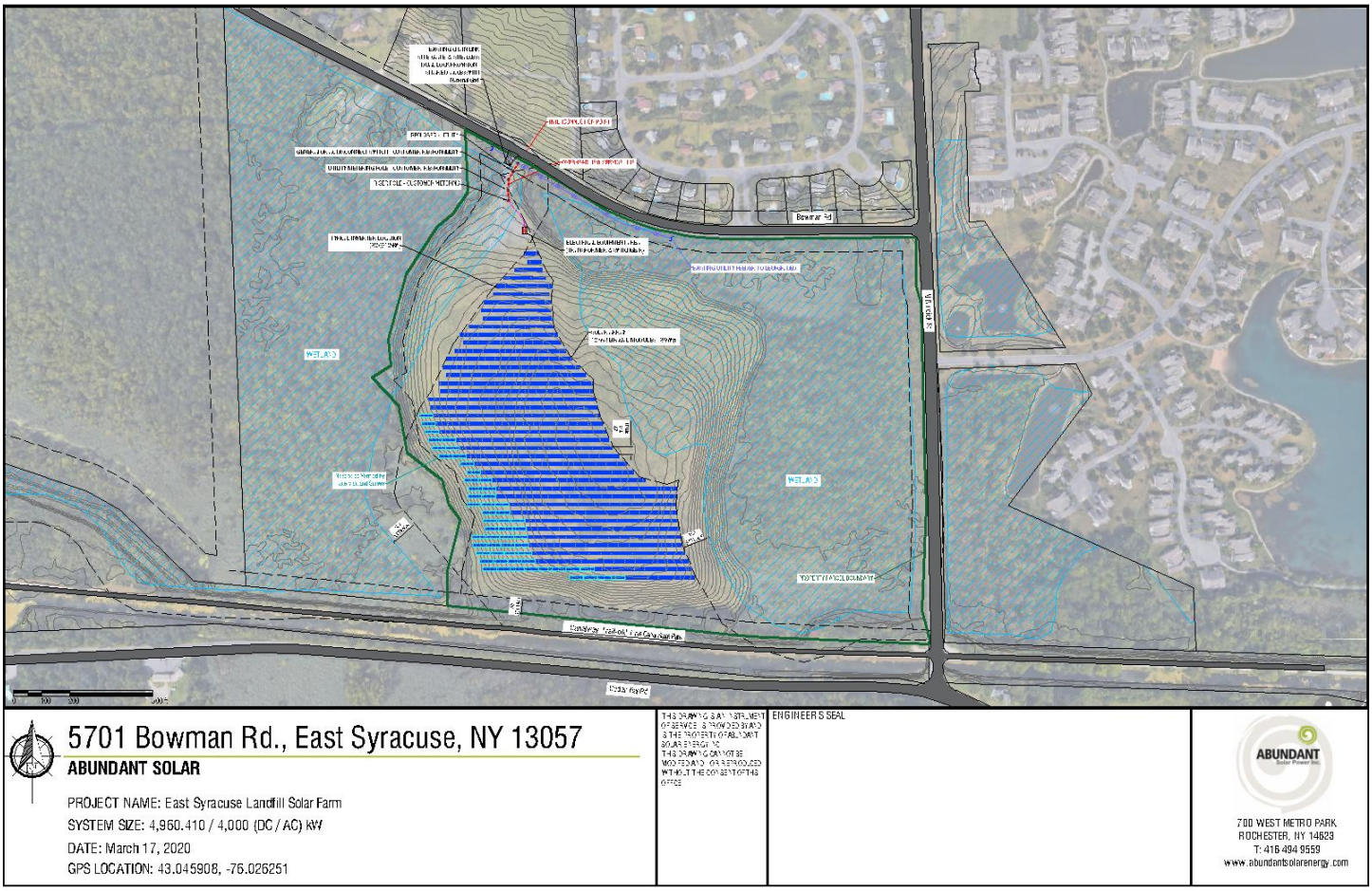
[Metes and bounds description to be inserted, if available]

DESCRIPTION OF PREMISES

[To be inserted upon receipt of metes and bound description]

EXHIBIT A-1

Preliminary Depiction of Lease Area



5701 Bowman Rd., East Syracuse, NY 13057

ABUNDANT SOLAR

PROJECT NAME: East Syracuse Landfill Solar Farm
SYSTEM SIZE: 4,960.410 / 4,000 (DC / AC) kW
DATE: March 17, 2020
GPS LOCATION: 43.045908, -76.026251

THIS DRAWING AND INSTRUMENT OF SERVICE IS PROVIDED BY AND IS THE PROPERTY OF ABUNDANT SOLAR ENERGY INC. THIS DRAWING CANNOT BE MODIFIED AND OR REPRODUCED WITHOUT THE CONSENT OF THIS OFFICE

ENGINEER'S SEAL

ABUNDANT Solar Power Inc.
700 WEST METRO PARK
ROCHESTER, NY 14623
T: 416 494 9559
www.abundantsolarenergy.com

EXHIBIT B

Base Rent

Manlius

4.0 MWac Community Solar Project

Year	Lease Payment to Manlius w/ 2% annual escalator	PILOT Payment to IDA @ $_____ / MW w/ __% annual escalator
1	$16,000	
2	$16,320	
3	$16,646	
4	$16,979	
5	$17,319	
6	$17,665	
7	$18,019	
8	$18,379	
9	$18,747	
10	$19,121	
11	$19,504	
12	$19,894	
13	$20,292	
14	$20,698	
15	$21,112	
16	$21,534	
17	$21,965	
18	$22,404	
19	$22,852	
20	$23,309	
21	$23,775	
22	$24,251	
23	$24,736	
24	$25,230	
25	$25,735	
Total	$512,485	

EXHIBIT C

Project Milestones

1. AS completes desk top review of site - complete
2. AS presents and meets with town to discuss preliminary concept - complete
3. AS completes site visit and preliminary feasibility assessment – complete
4. AS presents Manlius with draft lease and PPA
5. Manlius approves by resolution lease/PPA with AS
6. AS complete technical electrical drawings for submission to utility
7. AS submits CSEIR application to National Grid
8. AS completes Phase I ESA
9. AS completes final site plan
10. AS completes ALTA survey
11. AS presents site plan to Town /Town Planning board for approval
12. AS submits for NYSERDA grant
13. AS submits application to DEC permit
14. AS applies for OCIDA PILOT
15. AS secures all site development permits
16. AS issues NTP

§ 155-12.2 Transitional Business Districts (TB)

A. Purpose and Intent: This zoning classification is intended to permit the development of low-impact professional, retail, personal service and business establishments in convenient proximity to residential neighborhoods while minimizing the impact such uses may have on adjacent residential neighborhoods. Included, but not limited to, Site Plan Review shall include, but is not limited to, pedestrian access, lot coverage, parking, screening, lighting, noise, ingress/egress, and the overall aesthetics of the proposed development.

B. Design Principles: Applicants seeking permits or site plan approval for new construction and/or renovation within the CT zone must demonstrate to the satisfaction of the Planning Board that building and site designs:

- Are consistent with the design principles which predominate among the existing building and structures within the zone and the surrounding area, including residential, and will consider the impact on the desirability of the immediate and surrounding area including residential

- Design principles to be addressed include, but are not limited to, the suitability of design and type of the proposed construction, including mass, height and line to be used in relation to the immediate and surrounding area including residential

C. Permitted uses.

(1) The structures and uses permitted in Transitional Business Districts are shown in Table XX. These shall be permitted upon the issuance of a site plan approval by the Town Planning Board pursuant to Article IV, § 155-28: **[Amended 5-22-2002 by Ord. No. 2002-5]**

(2) Nothing herein set forth shall be deemed to prevent the inclusion of two or more permitted uses in the same building.

(3) Not withstanding anything to the contrary herein, the following uses are prohibited, whether primary use or accessory use; Drive-Through, Outdoor Sales, Outdoor Storage

D. No individual parcel in a Transitional Business District shall exceed 10 acres. All structures shall be further limited to a total maximum of a 10,000 square foot footprint. No greater than 70% lot coverage shall be allowed in this district. Any structure within this district shall be set back a minimum of 100 feet from any adjoining property line of property zoned residential or restricted agricultural. A minimum of 30 feet immediately adjoining any such property line shall consist of a landscaped buffer, appropriate to the circumstances, as approved by the Planning Board.

E. All service areas within a Transitional Business District, such as those for the loading and unloading of merchandise, the delivery of food and equipment and the collection and pickup of garbage, shall be located a minimum of 100 feet from any adjoining property line of property zoned residential or restricted agricultural. All service areas shall be screened from sight by appropriate fencing, and such additional steps shall be taken as are necessary to minimize

or, if possible, eliminate the impact of noise and light on adjoining residential properties.

F. All signage should be in accordance with § 155-25 of the Manlius Town Code subject to the following: All signage, including requests for freestanding signs, shall be subject to site plan review by the Planning Board and shall be reviewed by the Planning Board to ensure that signage design is consistent with the design principles which predominate among the existing and proposed buildings within the zone and the surrounding area, including residential, and will not adversely affect the desirability of the immediate and surrounding area, including residential. Design principles to be addressed include, but are not limited to, the suitability of design and type of proposed sign, including height, line, color and texture of materials to be used in relation to the immediate and surrounding area, including residential.**[Added 5-22-2002 by Ord. No. 2002-5]**

G. Freestanding signs shall not exceed eight feet in width and 7 1/2 feet in height and shall only be permitted after site plan review and recommendation by the Planning Board and upon the granting of an area variance by the Zoning Board of Appeals**. [Added 5-22-2002 by Ord. No. 2002-5]**

§ 155-13. Neighborhood Shopping Districts N-S.

A. ~~A. Neighborhood Shopping Districts are~~Purpose and Intent: This zoning classification is intended to permit the development of small-scale commercial, retail and personal service establishments in ~~convenient~~ proximity to residential neighborhoods while at the same time minimizing the potential impact and disruption that ~~the uncontrolled introduction of~~ such uses ~~into~~near residential neighborhoods could have. Site Plan Review shall include, but is not limited to, pedestrian access, hours of operation, lot coverage, parking, screening, lighting, noise, ingress/egress, and the overall aesthetics of the proposed development.

B. ~~B.~~ Design Principles: Applicants seeking permits or site plan approval for new construction and/or renovation within the NSD zone must demonstrate to the satisfaction of the Planning Board that building and site designs:

- Are consistent with the design principles which predominate among the existing building and structures within the zone and the surrounding area, including residential, and will consider the impact on the desirability of the immediate and surrounding area including residential
- Design principles to be addressed include, but are not limited to, the suitability of design and type of the proposed construction, including mass, height and line to be used in relation to the immediate and surrounding area including residential

C. Permitted uses.

(1)

The ~~following~~ structures and uses ~~only shall be~~ permitted in Neighborhood Shopping Districts are shown in Table XX. These shall be permitted upon the issuance of a site plan approval by the Town Planning Board pursuant to Article IV, § 155-28:

~~(a)~~

~~Retail establishments with associated drive-through services and/or associated outdoor display of goods, including grocery stores, drug stores, department stores, specialty shops and shops for the sale of general merchandise at retail.~~

~~(b)~~

~~Personal service stores, including barbershops, beauty parlors, shoe repair shops, appliance repair shops, laundromats, dry cleaners and businesses providing similar services of a personal nature.~~

~~(c)~~

~~Business offices, including professional offices, banking offices, including walk-up and drive-through services, finance, insurance, real estate, legal, medical, dental, governmental and utility service offices.~~

~~(d)~~

~~A public garage, gas station or the open storage or sale of automobiles shall be prohibited.~~

~~(e)~~

~~Indoor theaters, game rooms and other places of entertainment and restaurants serving patrons indoors, but not including establishments serving their customers with food or drink for consumption outside the establishment in the open air or in parked cars and only upon the granting of a special permit pursuant to Article IV, § 155-27.~~

(2)

Nothing herein set forth shall be deemed to prevent the inclusion of two or more permitted uses in the same building.

~~C.~~

~~No~~(3) Not withstanding anything to the contrary herein, the following uses are prohibited, whether primary use or accessory use; Outdoor Storage

D. No individual parcel in a Neighborhood Shopping District shall exceed 15 acres ~~and~~. All structures shall be further limited to a total maximum ~~average~~ of a 10,000 square ~~feet~~foot footprint. All structures shall be further limited to a total maximum lot coverage of ~~floor space per acre.~~75%. Any structure within a Neighborhood Shopping District shall be set back a minimum of 50 feet from any adjoining property line of property zoned residential or restricted agricultural. A minimum of 30 feet immediately adjoining any such property line shall consist of a landscaped buffer, appropriate to the circumstances, as approved by the Planning Board.

~~D.~~

E. All service areas within a Neighborhood Shopping District, such as those for the loading and unloading of merchandise, the delivery of food and equipment and the collection and pickup of garbage, shall be located a minimum of 100 feet from any adjoining property line of property zoned residential or restricted agricultural. ~~If, due to unique and unusual circumstances at a Neighborhood Shopping District site, it would impose a substantial hardship upon the owner to locate such service areas 100 feet from any adjoining property line of property zoned residential or restricted agricultural, the Planning Board may, in its discretion, permit such service areas to be located closer than 100 feet from such property lines. Any such reduction of the one-hundred-foot setback requirement shall be the minimum necessary to relieve the hardship. Even where such hardship is shown, no such service areas shall be located closer than 50 feet to any such adjoining property line.~~ All service areas shall be screened from sight by appropriate fencing, and such additional steps shall be taken as are necessary to minimize or, if possible, eliminate the impact of noise and light on adjoining residential properties.

~~E.~~

All signage should be in accordance with § 155-25 of the Manlius Town Code subject to the following: All signage, including requests for freestanding signs, shall be subject to site plan review by the Planning Board and shall be reviewed by the Planning Board to ensure that signage design is consistent with the design principles which predominate among the existing and proposed buildings within the zone and the surrounding area, including residential, and will not adversely affect the desirability of the immediate and surrounding area, including residential.

F. Design principles to be addressed include, but are not limited to, the suitability of design and type of proposed sign, including height, line, color and texture of materials to be used in relation to the immediate and surrounding area, including residential.
~~the immediate and surrounding area, including residential.~~

~~F.~~

G. Freestanding signs shall not exceed eight feet in width and 7 1/2 feet in height and shall only be permitted after site plan review and recommendation by the Planning Board and upon the granting of an area variance by the Zoning Board of Appeals.

§ 155-14. Regional Shopping Districts RSD.

Purpose and intent~~.~~

~~(1)~~

A. : This ~~district~~zoning classification is ~~designed~~intended to encourage the efficient conversion of large-scale ~~indoor~~ retail or commercial space into smaller, stand-alone combinations of retail, service and community uses. ~~Because~~ Any such ~~development will naturally result in a number of different permitted uses in close proximity to one another, it is deemed important from an aesthetic standpoint to encourage~~redevelopment shall include some ~~level of~~ uniformity ~~or~~and cohesiveness in the appearance of the buildings ~~and structures within~~. Site Plan Review shall include, but is not limited to, lot coverage, parking, screening, lighting, noise, ingress/egress and the ~~RSDD Zone. Accordingly, applicants~~overall aesthetics of the proposed development.

B. Design Principles: Applicants seeking permits or site plan approval for new construction and/or renovation within the ~~RSDD Zone~~RSD zone must demonstrate to the satisfaction of the Planning Board that building and site designs:

~~(a)~~

Are consistent with the design principles which predominate among the existing ~~buildings~~building and structures within the zone and the surrounding area, including residential~~;~~, and

~~(b)~~

- ~~Will not adversely affect~~ will consider the impact on the desirability of the immediate and surrounding area~~,~~ including residential~~.~~

~~(2)~~

- Design principles to be addressed include, but are not limited to, the suitability of design and type of the proposed construction, including mass, height~~, line, color~~ and ~~texture of materials~~line to be used in relation to the immediate and surrounding area including residential~~.~~

~~B.~~

C. Permitted Uses: The ~~following~~ structures and uses ~~only shall be~~ permitted in Regional Shopping Districts are shown in Table XX. These shall be permitted upon the issuance of a site plan approval by the Town Planning Board pursuant to Article ~~IV, § 155-28:~~ IV, § 155-28:

~~(1)~~

~~Retail establishments with associated drive-through services, including, but not limited to, department stores, specialty shops and drug stores.~~

~~(2)~~

~~Personal service stores and shops, including barbershops, beauty parlors, shoe repair shops, appliance repair shops, laundromats, dry cleaners and businesses providing similar services of a personal nature.~~

~~(3)~~

~~Business offices, including professional offices, banking offices, including drive-in banks, finance, insurance, real estate, medical, dental, governmental and utility service offices.~~

~~(4)~~

~~A public garage, gas station or the open storage or sale of automobiles shall be prohibited.~~

~~(5)~~

~~Indoor theaters.~~

~~(6)~~

~~Indoor places of amusement, restaurants or stands, community centers, recreation facilities (both public and private), churches and other places of worship, home for elderly, adults, convalescent home, nursing homes, and similar facilities, public libraries, public and private schools, including day-care facilities.~~

~~C.~~

~~Any retail business or personal service carried on in enclosed buildings may include such preparation and processing as is incidental to the preparation of products to be sold on the premises to the ultimate consumer.~~

~~D.~~

(1) Nothing herein set forth shall be deemed to prevent the inclusion of two or more permitted uses in the same building~~.~~

~~E.~~

(2) Not withstanding anything to the contrary herein, the following uses are prohibited, whether primary use or accessory use; Outdoor Storage

All signage shall be in accordance with §155-25 of the Manlius Town Code subject to the following:

D.]

~~(1)~~

(1) Business signs shall be permitted in the Regional Shopping District, for businesses located in the district that are not immediately adjacent to public streets. Said signs shall not exceed 5% of the building face and shall be affixed to the building.

~~(2)~~

(2) Business signs permitted by the Town Code and directory signs shall be permitted in the Regional Shopping District for businesses located in the district that are immediately adjacent to public streets. Directory signs may provide building addresses and occupant(s) information and shall be located along the internal drives only and not along the public street. Directory signs shall be of a size adequate to identify building occupants to motorists traveling on the internal drives.

~~(3)~~

(3) All signage, including requests for freestanding signs, within the ~~Towne Center~~District shall be subject to site plan review by the Planning Board, with the size and design to be reviewed with the Planning Board to insure compatibility with the architectural theme established for the ~~Center~~District. Freestanding signs along road frontage shall not exceed 14 feet in width and 19 feet five inches in height and shall only be permitted after site plan review and recommendation by the Planning Board and upon the granting of an area variance by the Zoning Board of Appeals.

~~to be sold on the premises to the ultimate consumer.~~

~~**C.**~~

~~Banks, including drive-through services.~~

~~**D.**~~

~~Retail establishments with associated drive-through services.~~

~~**E.**~~

~~Indoor theaters.~~

~~[Amended 1-25-2017 by L.L. No. 1-2017]~~

~~**F.**~~

A. ~~Restaurants serving patrons indoors. Such indoor restaurants may serve patrons outdoors~~ as well as structures and uses permitted in Residential District R3. These shall be permitted upon the issuance of a ~~special use permit~~site plan approval by the Town Planning Board pursuant to Article ~~**IV**, § **155-27**.~~ IV, § 155-28.

~~[Added 1-25-2017 by L.L. No. 1-2017]~~

~~**G.**~~

~~Outdoor sales on a small scale, as determined by the Town Board, shall be permitted only upon the issuance of a special use permit, pursuant to Article **VI**, § **155-27**.~~

§ 155-15. Commercial District A CA.

B. Purpose and intent: This zoning classification is intended to include the commercial, retail and personal service uses permitted in Regional Shopping and Residential R-3 zones, subject to the same restrictions. Some additional permitted uses are also allowed. Site Plan Review shall include, but not be limited to lot coverage, parking, screening, lighting, noise, ingress/egress and the overall aesthetics of the proposed development.

C. Design Principles: Architectural design is encouraged to respond to local history, topography and climate, as well as vernacular building practice

Permitted Uses: The structures and uses permitted in Commercial A Districts are shown in Table XX. All structures and uses permitted in ~~Residential Districts R-3 and Neighborhood~~Regional Shopping Districts shall be permitted in ~~the~~ Commercial District A, ~~subject to the same restrictions. In addition thereto, the following structures and uses shall be permitted with site plan approval pursuant to Article **IV**, § **155-28**:~~

~~**A.**~~

~~Hotels.~~

~~**B.**~~

~~Any retail business or personal service carried on in enclosed buildings and such manufacturing which is incidental to the preparation of products to be sold on the premises to the ultimate consumer.~~

~~**C.**~~

~~Banks, including drive-through services.~~

~~**D.**~~

~~Retail establishments with associated drive-through services.~~

~~**E.**~~

~~Indoor theaters.~~

~~**F.**~~

D. ~~Restaurants serving patrons indoors. Such indoor restaurants may serve patrons outdoors~~ as well as structures and uses permitted in Residential District R3. These shall be permitted upon the issuance of a ~~special use permit~~site plan approval by the Town Planning Board pursuant to Article ~~**IV**, § **155-27**.~~ IV, § 155-28.

~~**G.**~~

~~Outdoor sales on a small scale, as determined by the Town Board, shall be permitted only upon the issuance of a special use permit, pursuant to Article **VI**,~~

§ 155-16. Commercial District B CB.

A. Purpose and intent: This zoning classification is intended to include the uses permitted in Commercial A, subject to the same restrictions, and to add some additional permitted uses. Site Plan Review shall include, but not be limited to, lot coverage, parking, screening, lighting, noise, ingress/egress and the overall aesthetics of the proposed development.

B. Design Principles: Architectural design is encouraged to respond to local history, topography and climate, as well as vernacular building practice

C. Permitted Uses: The structures and uses permitted in Commercial B Districts are shown in Table XX. As shown, all structures and uses permitted in

Commercial District A shall be permitted in Commercial District B~~, subject to the same restrictions. In addition thereto, there~~. These shall be permitted ~~with~~upon the issuance of a site plan approval by the Town Planning Board pursuant to Article ~~IV, § 155-28:~~ IV, § 155-28.

~~A.~~

~~Drive-in establishments.~~

~~B.~~

~~Places of amusement, restaurants or stands.~~

~~C.~~

~~Warehouses, wholesale establishments, lumberyards and farm-implement distributors' establishments.~~

~~D.~~

~~Outdoor theaters.~~

~~E.~~

(1) For Commercial repair garages, Automobile Sales, parking lots and drive-in retail fuel stations~~, provided that the pumps are~~:

- Pumps must be set at least ~~20~~100 feet from the public street line or right-of-way line~~, and provided that if~~
- If property is next to a residence, church, school or hospital or any other uses permitted in Residential Districts R-3, ~~such filling stations~~it shall have a screen or fencing of evergreens on the side next to such residences, etc~~., and provided that no pumps or grease pits shall be nearer than 25 feet from the side property lines, and provided that no outdoor storage of broken-down cars or parts of cars shall be permitted~~.
- No pumps or grease pits shall be nearer than 25 feet from the side property lines
- No outdoor storage of broken-down cars or parts of cars shall be permitted.

§ 155-17. Industrial Districts ID.

A. ~~All~~Purpose and intent: This zoning classification is intended to include the uses permitted in Commercial B, subject to the same restrictions, and to add some additional permitted uses. Site Plan Review shall include, but not be limited to, lot coverage, parking, screening, lighting, noise, ingress/egress and the overall aesthetics of the proposed development.

B. Design Principles: Architectural design is encouraged to respond to local history, topography and climate, as well as vernacular building practice

C. Permitted Uses: The structures and uses permitted in Industrial Districts are shown in Table XX. As shown, all structures and uses permitted in Commercial District B shall be permitted in ~~the Industrial Districts, subject to the same restrictions; provided, however, that no~~Commercial District B. These shall be permitted upon the issuance of a site plan approval by the Town Planning Board pursuant to Article IV, § 155-28.

(1) No residential use shall be allowed in an Industrial District, except upon the issuance of a special permit by the Town Board pursuant to Article IV, § 155-27. IV, § 155-27.

(2) No uses related to "Congregate Services" or "Gathering Places" as shown in Table XX shall be allowed in an Industrial District, except upon issuance of a special permit by the Town Board pursuant to Article IV, § 155-27.

(1) In addition thereto, there shall be permitted businesses that operate self-storage units, certain manufacturing, industrial establishments and uses only after the issuance of a special permit by the Town Board pursuant to Article IV, § 155-27. B.

(2)(3) Public utility structures necessary for the servicing of the area or for general Town use shall be permitted in the Industrial Zone, but excluding radio, microwave, television or other similar forms of energy transmission towers or facilities which shall be permitted only after the issuance of a special permit pursuant to Article IV, § 155-27, of this chapter.

MODEL RESOLUTION RESOLVED, By the Town Board of the Town of Manlius that Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein. FURTHER RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal