

## **AGREEMENT RESOLUTION #112 OF 2020**

### **AUTHORIZING AN AGREEMENT TO REAPPOINT A CITY MANAGER**

By Councilor Giannettino

November 19, 2020

**WHEREAS**, on April 15, 2016, the City Council of the City of Auburn appointed Mr. Jeffrey J. Dygert as Interim City Manager; and

**WHEREAS**, Mr. Dygert satisfactorily served as Interim City Manager until October 10, 2016, at which time the City Council appointed him to the position of City Manager, pursuant to an Agreement, which expired on October 10, 2020; and

**WHEREAS**, Mr. Dygert has satisfactorily served as City Manager to the present; and,

**WHEREAS**, now, it is the desire of the Mayor and City Council that Jeffrey J. Dygert be reappointed as the City Manager for the City of Auburn, New York, pursuant to the terms of an updated Agreement, which is attached hereto and incorporated herein, between the City of Auburn and Jeffrey J. Dygert, which shall take effect retroactively as of October 10, 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the Auburn City Council does hereby approve an Agreement, attached hereto and incorporated herein, between the City of Auburn and Jeffrey J. Dygert, whereby Mr. Dygert accepts the reappointment to the position of City Manager and whereby the terms shall take effect retroactively as of October 10, 2020; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to duly execute the Agreement and any and all other documents necessary to carry out this resolution.

Seconded by Councilor McCormick

	Ayes	Noes	Excused
Councilor McCormick	X		
Councilor Giannettino	X		
Councilor Cuddy	X		
Councilor Locastro	X		
Mayor Quill	X		
Carried and Adopted	X		

STATE OF NEW YORK     )  
                                      ) SS.:  
COUNTY OF CAYUGA     )

I, CHARLES MASON, Clerk of the City of Auburn, Cayuga County, New York (the “City”), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Council of the City (the “Council”), held on the 19<sup>th</sup> day of November, 2020, including the Resolution #112 of 2020 contained therein, with the original thereof on file in my office, and the attached is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 20<sup>th</sup> day of November, 2020.

A handwritten signature in black ink, appearing to read 'C. Mason', with a long horizontal flourish extending to the right.

---

Charles Mason, Clerk  
City of Auburn, Cayuga County, New York

## **AGREEMENT**

**THIS AGREEMENT**, is made and entered into this 10<sup>th</sup> day of October, 2020, by and between the CITY OF AUBURN, NEW YORK, a municipal corporation, having its principal offices at 24 South Street, Auburn, New York, 13021, hereinafter called the "City", and JEFFREY J. DYGERT, an individual residing at 34 Madison Ave, Auburn, New York, 13021, hereinafter called "Dygart" or "Mr. Dygart".

## **RECITALS**

**WHEREAS**, Mr. Dygart satisfactorily served as Interim City Manager from April 15, 2016, through October 10, 2016; and

**WHEREAS**, on or about October 10, 2016, the City and Mr. Dygart entered into an agreement whereby Mr. Dygart was appointed as City Manager of the City and this agreement is now expired; and

**WHEREAS**, Auburn City Council now wishes to reappoint Mr. Dygart as City Manager of the City, in accordance with the terms and provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and consideration stated herein, the parties agree as follows:

## **SECTION 1: TERM AND DUTIES**

A. This contract shall commence on October 10, 2020 and terminate on June 30, 2025. Because of the presence of "Section 8" below in this contract, the parties agree that this contract does not unlawfully bind future Auburn City Councils.

B. Dygart agrees to accept the employment as City Manager of the City for the period set forth in Paragraph A above, and on the terms and provisions contained in this Agreement. Dygart agrees to perform to the best of his abilities the duties of City Manager of the City. As City Manager, Dygart shall perform functions and duties specified in the City Charter of the City and the Municipal Code of the City and to perform other legally permissible and proper duties and functions as the Council of the City (hereinafter referred to as the "City Council") shall from time to time assign and direct unless otherwise restricted by the terms of this Agreement. The City and Dygart acknowledge and agree that the City Manager is the Chief Administrative Officer of the City pursuant to the terms of the Charter and Code of the City of Auburn. In that respect, the City Manager is the person authorized to undertake the appointment of any person to, or removal from, as

employees in the service of the City, except where expressly provided for by the City Charter or State Law. Further in this regard, the City Council and its members shall deal with employees of the City through the Office of the City Manager, and any directions to, or orders involving employees of the City or any subordinate of the City Manager, shall be upon notice to the Office of the City Manager.

C. Dygert acknowledges that the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours to the business of the City. The parties agree that Dygert will work during the regular business hours of the City and that he will faithfully attend all meetings of the Council of the City. From time to time, as the need arises, Dygert shall also be required to attend meetings of various departments, civic groups and agencies of the City outside of normal business hours. Finally, Dygert shall be required to address any emergency situation facing the City that necessitates the intervention and/or presence of the City Manager.

## **SECTION 2: SALARY, EXPENSES, STIPENDS**

A. Base Annual Salary. The City shall pay Dygert a base starting salary of One Hundred and Fifty Thousand Dollars (\$150,000) per year, payable in equal or nearly equal installments, pursuant to the payroll schedule for professional and administrative employees of the City. Pay raises, if any, shall be governed by the procedures in Section 3 below.

B. Business Expenses. The City also recognizes that certain discretionary, job-related expenses of a non-personal nature may be incurred by Dygert, as City Manager. The City hereby agrees to reimburse or to pay such general expenses, and the City Comptroller is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits; provided, however, such expenses shall not exceed \$500.00 in each contract year of Dygert employment term, without the prior authorization of the City Council.

C. Cellular Phone. Pursuant to the Senior Management Personnel Policy, passed by Resolution #24, of the City of Auburn City Council on February 20, 2020 (hereinafter "Senior Management Personnel Policy") Dygert shall receive a cellular phone allowance in lieu of a City owned cellular phone in the amount of Forty Five Dollars (\$45.00) per month.

D. Travel Mileage. For any of Dygert's City work-related vehicular trips in his own car less than a 50-mile radius from City Hall in Auburn, Dygert shall not receive any additional mileage

reimbursement, it being the intention of the parties that for trips within a 50-mile radius. However, for Dygert's City work-related vehicular trips in excess of a 50-mile radius from City Hall in Auburn, he shall be entitle to a mileage reimbursement from the City for the miles incurred over 100 miles at a rate equal to the Internal Revenue Service's published vehicular mileage rate. Dygert's trips beyond a 50-mile radius, for which mileage reimbursement will be sought, must be approve in advance by City Council.

E. Civic Clubs. The City acknowledges the value of having Dygert participate and be directly involved in local civic clubs or organizations. Accordingly, subject to review and approval by the City Council, the City shall pay for the reasonable membership fees and/or dues to enable Dygert to become an active member in local/regional civic clubs or organizations.

F. Bonuses. City Council may, in its sole discretion, award Dygert a monetary bonus or bonuses or other benefit in consideration of exemplary job-related performance for which there exists no other compensation in this contract.

### **SECTION 3: JOB PERFORMANCE**

A. Pay Increases. An annual salary increase of 2% shall be applied to Mr. Dygert salary on January 1 of each year of this contract.

B. Resolution of performance complaints. If at any time, should City Council or any member of City Council have concerns with or complaints about Mr. Dygert over the job performance, activities, or actions of the City Manager, whether personal or job-related, the Council agrees that the issue will be brought to the attention of the City Manager in a timely and discrete manner and Council will permit a reasonable period of time for the City Manager to respond to the issue prior to there being public discussion of the matter by any member of the City Council. This consideration in no way limits the Council's ability to have Executive Session discussions about the City Manager's performance or to release information that would otherwise be deemed a public record.

### **SECTION 4: HEALTH, VISION, PRESCRIPTION AND DENTAL INSURANCE**

A. Health, vision and dental insurance. During Dygert's employment term, the City shall make available to Dygert and his dependents, health, vision, and dental insurance benefits to the same extent and on the same basis as made available to other management employees of the City and the City shall pay for such health, vision, and dental insurance benefits. The parties agree that

during each contract year of Dygert's employment term, Dygert shall pay all and any contributions and percentages for his health, vision, and dental insurance at a rate of 15%.

B. Prescription Insurance. During Mr. Dygert's employment term, the City shall make available to Dygert and his dependents the same prescription coverage's and options to the same extent and on the same basis as is made available to other management employees of the City, as set forth in the Senior Management Personnel Policy.

#### **SECTION 5: VACATION, HOLIDAYS AND SICK LEAVE**

A. With consideration given to Mr. Dygert's years of employment with the City of Auburn Fire Department, pursuant to the Senior Management Personnel Policy, the City hereby grants Mr. Dygert per each contract year of Dygert's employment term, thirty-seven (37) days paid vacation provided that Dygert gives reasonable notice to the Mayor or City Clerk of the dates for said vacation days each contract year. A maximum of fifteen (15) days may be carried over into the next contract year of Dygert's employment term, any unused but accrued vacation days, holidays or sick days shall be reimbursed pursuant to the provisions of Section 8 B herein.

B. Dygert shall be paid for holidays on the same basis and in the same manner as set forth in the Senior Management Personnel Policy

C. Pursuant to the Senior Management Personnel Policy, Dygert shall be credited one-half (½) sick day for each biweekly pay period during his employment term. Dygert shall not be compensated for unused sick days, under any circumstances; however, Dygert will be allowed to carry over sick days from one contract year to the next during Dygert's employment term.

D. Pursuant to the Senior Management Personnel Policy, Dygert shall be entitled to a maximum of three (3) personal leave days per year of his employment term. Dygert shall not be allowed to carry over personal leave days from one contract year to the next, nor shall he be entitled to any compensation for unused personal days if his employment is terminated pursuant to Section 7 below.

E. Notice of absence. Whenever Dygert is to be absent from City Hall for any period in excess of two consecutive days for vacation, personal leave, out-of-town work, or otherwise, he shall give the Mayor reasonable notice of his anticipated dates of absence in a time-dated written form. Reasonably prior to each of such absences, Dygert shall designate in writing an Acting City Manager to act in his stead during the ensuing absence.

### **SECTION: 6 GENERAL TERMINATION PROVISIONS**

A. Notwithstanding any other term or provision of this Agreement, this Agreement and Mr. Dygert's employment with the City as City Manager may be terminated as follows:

1. By agreement in writing between the City and Dygert made and executed with the same formality as this Agreement;
2. Upon Dygert terminating his employment with the City pursuant to Section 9 of this Agreement; or
3. Pursuant to Sections 7, 8 or 10 of this Agreement.

### **SECTION 7: TERMINATION BY THE CITY**

A. The City has the absolute right to terminate Dygert's employment with the City at any time upon providing Dygert with written notice of such termination, unless the parties agree otherwise. The written notice shall specify the date of termination.

B. In the event that Dygert's employment is terminated by the City before the end of Dygert's employment term, then in that event, the City agrees to pay Dygert a lump sum cash payment equal to twelve months' aggregate salary. Salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be pro-rated to the date of termination. Notwithstanding the foregoing, in the event the City terminates Dygert's employment, then and in such event, the City shall continue in full force and effect, for the benefit of Dygert and his dependents, all health, vision, prescription and dental insurances as they then may exist, for a period of six (6) months after the date of termination.

C. Contemporaneously with the delivery of the severance pay hereinabove set out, Dygert agrees to execute and deliver to the City, a Release, releasing the City of all claims that Dygert had, has or may have against the City, its City Council, City Council Members, officers, agents, employees, and/or servants. This Release shall not apply to any existing contract or statutory benefits which Dygert was entitled to receive as of the date of termination, e.g., existing disability benefits, workmen's compensation benefits, etc. The Release shall be in a form acceptable to the City's legal counsel.

D. In the event that Dygert is terminated, Dygert, agrees that upon reasonable notice to Dygert, Dygert shall be available to consult with the City on matters pending with the City during Dygert's employment as City Manager. The City's obligation to provide vision, prescription, health, and dental insurance to Dygert and his dependents under paragraph C of Section 8 of this

Agreement, is conditioned upon Dygert's cooperation to consult with the City as agreed to in this paragraph E of Section 8 of this Agreement. However, the City shall reimburse Dygert for reasonable out-of-pocket expenses incurred by Dygert in connection with such consultation(s).

#### **SECTION 8: TERMINATION BY DYGERT**

A. At any time during Mr. Dygert's employment term, Dygert may terminate his employment as City Manager of the City, provided, however, that Dygert gives the City written notice of his termination at least 90 days in advance of the termination date, unless the parties agree otherwise.

B. In the event that Dygert terminates his employment with the City, the City shall have no further obligations to pay any salary or benefits to Dygert other than accrued benefits to the date of termination that Dygert would be entitled to under the terms and provisions of this Agreement. The City shall have no further obligations to pay any salary or benefits to Dygert other than accrued benefits to the date of termination, if any, that Dygert would be entitled to under the terms and provisions of this Agreement. Salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be prorated to the date of termination.

C. In the event that Dygert terminates his employment with the City, Dygert agrees that upon reasonable notice to him, Dygert shall be available to consult with the City on matters pending with the City during Dygert's employment as City Manager. However, the City shall reimburse Dygert for reasonable out-of-pocket expenses incurred by Dygert in connection with such consultation(s).

#### **SECTION 9: TERMINATION BY REASON OF DISABILITY OR DEATH**

A. It is agreed that should Mr. Dygert be unable to perform any or all of his duties by reason of illness, mental incapacity, injury, accident, or a cause beyond his control and said disability continues for more than twelve (12) weeks, excluding any time permitted pursuant to the Family Medical Leave Act, or if said disability is permanent, irreparable or of such nature as to make the performance of all his duties impossible, the City may, at its option, terminate Mr. Dygert's employment with the City, upon written notice to Dygert, whereupon the respective rights, duties and obligations hereof shall terminate. In the event that the City terminates Dygert's employment pursuant to this Section 10, the City shall have no further obligations to pay any salary or benefits to Dygert other than accrued benefits to the date of termination that Dygert would be entitled to under the terms and provisions of this Agreement. Mr. Dygert's Salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be prorated to the date of termination.



B. The City may, at its option, require any and all types of medical or psychological testing to be performed at its own expense, by health care providers of its own choosing, at any time during the disability, to determine the nature and/or extent of the condition(s) involved.

C. The parties agree that during any period in which Dygert is suffering from a disability but continues to be employed by the City, Dygert shall be entitled to compensation only for the sick days which he properly uses during the disability period and to which he is entitled under this Agreement. The City shall, however, continue to make available to Dygert and his dependents, any health, vision, prescription, and dental insurance as agreed to herein by the parties, during any such disability period and prior to the termination of Dygert's employment with the City.

D. If Mr. Dygert's employment term with the City of Auburn is terminated by his death, the City of Auburn shall pay a death benefit to his designated beneficiary, spouse Kimberly M. Dygert. This death benefit shall be equal to one month's worth of Mr. Dygert's base salary at the time of his death.

#### **SECTION 10: OUTSIDE ACTIVITIES**

A. Mr. Dygert agrees to devote his primary time, skill, labor and attention to matters and business of the City during Dygert's employment term. He shall not engage in employment (other than employment with the City under this Agreement), self-employment or otherwise devote himself to any enterprise which will interfere with the performance of his duties as City Manager of the City or his performance of the terms and conditions of this Agreement, unless as specified in Section 11C below.

B. Mr. Dygert must give to the Mayor of the City reasonable notice any time Dygert is outside of the City a distance such that he is unable to report to Auburn City Hall within four (4) hours.

C. Mr. Dygert agrees that his highest priority is to devote any necessary time and attention to matters and business of the City and that his City employment shall always be his principle obligation. He may maintain limited business interests and enterprises unrelated to his City employment that do not interfere with the performance of his duties as City Manager with the following restrictions:

1. He will not engage in any outside activities that would be an actual or perceived conflict of interest with his work at the City. He will not engage in outside activities during regular business hours of the City unless he is in leave status.

2. He will not use City time, equipment or resources in support of his outside activities.

D. Mr. Dygert shall, upon request of the Council, disclose in writing to the City Council and City of Auburn's Corporation Counsel's Office the nature of his outside activities and the identity of his outside activity clients and customers. The purpose of this disclosure is to allow Council and Corporation Counsel to determine and advise against any actual or perceived conflicts of interest or ethics violations.

#### **SECTION 11: INDEMNIFICATION AND DEFENSE**

A. The City of Auburn, in a manner which is consistent with Federal, State or Local Laws, shall provide Mr. Dygert with defense against any tort, liability claim, demands, civil litigation, judgments or other legal exposures arising out of an alleged act or omission occurring in the performance of his duties as Auburn City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by the City for Dygert, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Dygert against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Dygert in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties.

B. This provision shall not apply to claims and exposures arising out of crimes or international torts. Nor shall this provision apply to claims and exposures arising out of Mr. Dygert's outside activities in Section 12 above.

C. Dygert recognizes and agrees that the City shall have the right to compromise a lawsuit to which it is a party without the approval and consent of Dygert, even in the circumstance that Dygert is a party to said action.

#### **SECTION 12: DEFERRED COMPENSATION**

The City and Dygert agree that Dygert, as an employee of the City, shall be allowed to participate in the City's deferred compensation plan on the same terms and conditions as other management employees of the City.

### **SECTION 13: PROFESSIONAL DEVELOPMENT**

A. The City agrees to budget and to pay for professional dues and subscriptions for Dygert, for his participation in national, regional, state, and/or local associations and organizations and for his continued professional growth in an amount not to exceed \$500.00 per contract year of Dygert's employment term. At least once annually, Dygert shall provide City Council with a list of subscriptions and memberships for which the City is paying pursuant to this provision.

B. The City further agrees to budget for and to pay for travel, meals, lodging and continuing education expenses of Dygert, as it relates to pursuing professional development of Dygert, or as it relates to performance of his duties as City Manager. The amount budgeted and to be paid for under this paragraph shall not exceed \$ 2,500.00 per contract year of Dygert's employment term, unless the City Council approves otherwise. This provision is intended to include, but is not limited to, Dygert's membership in International City/County Management Association (ICMA), International Fire Chief's Association and New York State Fire Chief's Association. Any expenses for which Mr. Dygert shall be reimbursed pursuant to this provision must be approved in advance by City Council.

### **SECTION 14: BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **SECTION 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The City Council, in consultation with Dygert, shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of Dygert, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter or any law.

B. As a condition of employment, Dygert shall be required to establish and maintain a residence in the City of Auburn at all times during his employment with the City.

### **SECTION 16: NOTICES**

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

THE CITY: City of Auburn,  
Office of the Mayor and City Council  
Memorial City Hall  
24 South Street  
Auburn, New York 13021.

MR. DYGERT: Jeffrey J. Dygert  
34 Madison Ave  
Auburn, New York, 13021

In the event that Dygert shall change his address, he shall give the City Clerk of the City, written notice of such change within 5 days of such change.

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil practice in New York State. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the custody of the United States Postal Service, postage prepaid.

#### **SECTION 17: GENERAL PROVISIONS**

A. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated or modified in accordance with the terms and provisions of this Agreement, or by an agreement in writing between the parties made and executed with the same formality as this Agreement.

B. Except as otherwise stated in this Agreement, this Agreement contains all the agreements made between the City and Dygert with respect to the employment of Dygert by the City. No other document shall be deemed to contain any binding commitment between the City and Dygert with respect to the employment of Dygert by the City, unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this Agreement is signed by the Mayor of the City, and (iii) is signed by Dygert and by the Mayor of the City pursuant to a resolution of the Council of the City authorizing the Mayor to do so.

C. This Agreement and all its provisions shall apply to and bind the parties hereto and the heirs, executors, administrators, successors and assigns of the respective parties.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof; shall be deemed severable, shall not be affected, and shall remain in full force and effect. In the event of any dispute between the City and Dygert as to the interpretation of any of the terms or provisions of this Agreement other than issues involving suspension or termination, then and in such event, the

parties agree that such issues shall be resolved through arbitration under established arbitration procedures.

E. Unless specifically referred herein, Dygert is not eligible for or considered an employee of the City for purposes of the existing Management Ordinance of the City or for purposes of any collective bargaining agreement with the City, as is now in effect or as may, hereinafter be amended.

**SECTION 18: NEW YORK STATE & LOCAL EMPLOYEES RETIREMENT SYSTEM**

A. The City shall continue enrollment for Dygert in the New York State & Local Employees Retirement System under the rules and regulations of that retirement plan as is applicable to Dygert. The City shall make contributions to Dygert's retirement account if required by the New York State & Local Employees Retirement System.

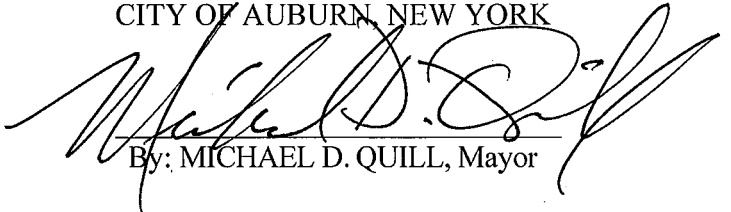
B. Dygert acknowledges having received information about the New York State & Local Employees Retirement System, Dygert's anticipated continuing placement in Tier 4.

C. Dygert also acknowledges that should he be terminated for any reason prior to vesting that there are reimbursement rights for contributions made by Dygert. The parties agree that the City is not obligated to make contributions to Dygert's New York State Retirement account unless required by the New York State & Local Employees Retirement System.

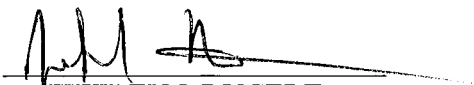
**IN WITNESS WHEREOF**, the City and Dygert have executed this Agreement.

Dated: November 20, 2020

CITY OF AUBURN, NEW YORK

  
By: MICHAEL D. QUILL, Mayor

Dated: November 20, 2020

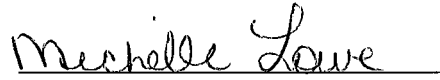
  
JEFFREY J. DYGERT

Acknowledgements

STATE OF NEW YORK)  
COUNTY OF CAYUGA)

SS.:

On the 20<sup>th</sup> day of November, 2020, before me personally came MICHAEL D. QUILL, MAYOR OF THE CITY OF AUBURN, NEW YORK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Such person duly swore to such instrument before me and duly acknowledged that he executed the same.

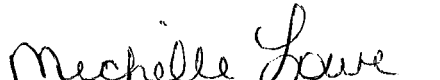
  
Notary Public

MICHELLE LOWE  
Notary Public State of New York  
No. 01LO8330777  
Qualified in Cayuga County  
Commission Expires September 21, 2022

STATE OF NEW YORK)  
COUNTY OF CAYUGA)

SS.:

On the 20<sup>th</sup> day of November, 2020, before me personally came JEFFREY J. DYGERT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Such person duly swore to such instrument before me and duly acknowledged that he executed the same.

  
Notary Public

MICHELLE LOWE  
Notary Public State of New York  
No. 01LO8330777  
Qualified in Cayuga County  
Commission Expires September 21, 2022