

# Agenda

## Manlius Town Board

1. Pledge Of Allegiance
2. Boxcast Contract - Live Streaming
3. Zoning Board Of Appeals Chairman Appointment

Motion to appoint KP Kelly (1-year term expiring 12/31/2020)

4. Planning Board Chairman Appointment

Motion to appoint Joseph Lupia (1-year term expiring 12/31/2020)

5. Planning And Zoning Board Attorney

Motion to appoint Baldwin, Sutphen & Frateschi

Documents:

[BALDWIN, SUTPHEN AND FRATESCHI 2020 PROPOSED ENGAGEMENT LETTER.PDF](#)

6. Engineer For The Town

Motion to appoint Miller Engineering

Documents:

[MILLER ENGINEERING 2020 CONTRACT.PDF](#)

7. Attorney For The Town

Motion to appoint Baldwin, Sutphen & Frateschi as Attorney for the Town

Documents:

[BALDWIN, SUTPHEN AND FRATESCHI 2020 PROPOSED ENGAGEMENT LETTER.PDF](#)

8. Town Accountant

Motion to appoint Matthew Dunn, C. P. A., Town Accountant and authorize Supervisor to enter into a contract

Documents:

[MANLIUS ACCOUNTING PROPOSAL-2020.PDF](#)

9. Town Information Technology Services

Motion to appoint Garam Group and authorize Supervisor to enter into a contract

Documents:

[GARAM GROUP TOWN OF MANLIUS CONTRACT B360C 1 YEAR EFFECTIVE 1.1.20.PDF](#)

[GARAM GROUP TOWN OF MANLIUS PD CONTRACT B360C 1 YEAR EFFECTIVE 1.1.20.PDF](#)

10. Police Department Accreditation Manager

Motion to appoint Maureen Buckland, Blu Line Accreditation Consulting, and authorize Supervisor to enter into a contract

Documents:

[2020 PROPOSED BLULINE CONSULTING.PDF](#)

11. Town Marriage Officer Appointment

Motion to appoint Allison Weber

12. Town Records Officer Appointment

Motion to appoint Allison Weber

13. Town Safety Coordinator Appointment

Motion to appoint Ann Oot

14. Town Historian Appointment

Motion to appoint Barbara Rivette

15. Manlius Historical Society - 2020

Documents:

[MANLIUS HISTORICAL SOCIETY CONTRACT 2020.PDF](#)

16. Deputy Supervisor Appointment

Motion to appoint Karen Green

17. Health Insurance

Motion to approve the health insurance premium split for non-collective bargaining unit members as 84% paid by the Town and 16% paid by the employee, and for the Town Board and Justices (active and retired) the health insurance premium split is 50% (Town)/50% (employee/retiree).

18. Board Rules And Procedures

Motion to approve Board rules and procedures

Documents:

[TOWN OF MANLIUS RULES OF DECORUM AT PUBLIC MEETINGS  
PROPOSED UPDATES JANUARY 2020A.PDF](#)

19. Procurement Policy

Motion to adopt the procurement policy

20. Prepaid Expenses

Motion to approve Supervisor to authorize the prepayment of utilities, phone and employee benefits

21. Meetings

Motion to approve the following officers or their designees to attend meetings and be reimbursed:

Documents:

[MEETINGS OFFICERS - DESIGNEEES.PDF](#)

22. Association Of Towns Annual Meeting Spending Limit

Motion to set the maximum reimbursement limit for the Association of Towns annual meeting as follows: \$35 per day for all meals with receipts, hotel, registration fee and bus fee (\$80 maximum bus fee can be applied to other travel expenses)

23. Delegate To The Association Of Towns Annual Meeting

Motion to appoint Edmond Theobald as delegate to the Association of Towns Annual meeting and Sara Bollinger as alternate delegate

24. Meal Reimbursement

Motion to set the reimbursement rate for meals when traveling on behalf of the Town at \$35 per day for all meals with receipts

25. Holidays

Motion to approve the following holidays as official Town holidays:

Documents:

[2020 HOLIDAY SCHEDULE.PDF](#)

26. Committee Assignments & Liaison To Committee

Motion to approve the following committee and committee liaison assignments:

Documents:

[2020 COMMITTEE ASSIGNMENTS AND LISAON TO COMMITTEE LIST.PDF](#)

27. Department Liaison Assignments

Motion to approve the following department liaison assignments

Documents:

[DEPARTMENT LIAISON ASSIGNMENTS.PDF](#)

28. Banks

Motion to approve the following list of official banks

Documents:

[BANKS.PDF](#)

29. Town Board Meeting Schedule 2020

Motion to hold the Town Board meetings at 6:30 PM

30. Open Podium – 6:15 PM Schedule, Speaker Rules & Procedure

Motion to create open podium, adopt rules and procedures and schedule open podium at 6:15 PM prior to every town board meeting.

Documents:

[TOWN OF MANLIUS RULES OF DECORUM AT PUBLIC MEETINGS PROPOSED UPDATES JANUARY 2020A.PDF](#)

31. Town Board Meeting Schedule 2020

Documents:

[2020 TOWN BOARD MEETING SCHEDULE.PDF](#)

32. Town Board Budget Workshops 2020

August 26, 2020 – 4:00 PM  
September 2, 2020 – 4:00 PM

33. Mileage Reimbursement  
Motion to approve mileage at 57.5 cents per mile.

34. Highway Agreement Document  
Motion to enter into the annual agreement to spend Town highway funds

Documents:

[2020 AGREEMENT TO SPEND TOWN HIGHWAY FUNDS.PDF](#)

35. Highway Specification And Highway Agreement

Motion to approve Highway Specifications and Highway Agreement

36. Official Town Newspapers

Motion to designate the *Eagle Bulletin* as the official Town newspaper and the

*Post Standard* as the alternate

37. Insurance

Motion to authorize the Supervisor to ratify existing contracts for Officers and Public Officials insurance with Haylor, Freyer and Coon

38. Salaries

Documents:

[SALARIES - 2020.PDF](#)

39. Handbook

Motion to ratify current employee handbook

40. Code Fee Schedule

Motion to ratify fee schedule

Documents:

[CODE FEE SCHEDULE.PDF](#)

41. Professional Fees Schedule

Motion to ratify fee schedule

42. Town Clerk Fee Schedule

Motion to ratify fee schedule

Documents:

[TOWN CLERK FEE SCHEDULE.PDF](#)

43. Official Undertaking

Motion to adopt the Official Undertaking of Municipal Officers resolution as presented for 2020

Documents:

[OFFICIAL UNDERTAKING 2020.PDF](#)

44. 2020 Town Board Goals

This meeting is being recorded and the audio recording will be posted to the Town Website at [www.townofmanlius.org](http://www.townofmanlius.org)

**Please silence cell phones.**

# BALDWIN, SUTPHEN & FRATESCHI, PLLC

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ATTORNEYS AT LAW

126 North Salina Street, Suite 400  
Syracuse, New York 13202-1050

Robert F. Baldwin, Jr. \*  
Timothy A. Frateschi  
Charles M. Sprock, Jr.  
Jamie Lynn Sutphen \*\*

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Joseph V. Frateschi

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Of Counsel  
John J. Brunetti \*\*\*  
William F. Drexler

\*Admitted in FL; \*\*Admitted in PA & NJ  
\*\*\* Retired Judge of the Court of Claims

December 5, 2019

Hon. Edmond J. Theobald  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Re: Engagement Letter

Dear Supervisor Theobald:

This letter will summarize the proposed terms of our firm's representation of the Town of Manlius (the "Client") regarding matters to be provided by BALDWIN, SUTPHEN & FRATESCHI, PLLC (the "Firm") and any of its successor firms.

## Scope of Engagement.

This engagement is upon the same terms and conditions as set forth in the previous engagements with the Town of Manlius.

The scope of our engagement will be representation of the Client in matters that fall within the jurisdiction of the Planning Board and any land use issues and related litigation, Zoning Board of Appeals and any related litigation, Employment/Labor Law Relations and any related arbitration or litigation, special districts, general litigation for the Town, tax certiorari proceedings, and any other matters determined as necessary by the Town Board (the "Services"). This will be billed at an hourly rate of \$170.00 per hour.

In addition to the Services set forth above, the Firm will act as general counsel to the Town and represent the Town in general town matters, including attending Town Board meetings, drafting legislation and resolutions, keeping regular hours at Town Hall for internal and external meetings (40 hours per month), and general contract drafting and negotiation (except for labor contract negotiations and drafting). The general counsel work will be billed on a flat fee monthly basis at \$5,500 per month, the amount appropriated in the 2018 FY Budget.

### Fee Arrangement.

Our fee will be based on the time spent by the attorneys and legal assistants who work on the matter. Legal fees will be billed at \$170.00 per hour for 2020. Should a fee dispute arise which is not resolved by discussion between us, you may seek arbitration. We will provide information concerning arbitration in the event of such a dispute or upon your request.

### Other Charges.

In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incident to the performance of our legal services.

### Billing Cycle and Retainer.

It is our normal practice to require the deposit of a retainer for legal services against which we bill our fees and disbursements and we request a retainer of \$0.00 for the Services. The retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Services. If the fees and disbursements exceed the retainer, prompt payment of the additional amount required is expected. An additional retainer amount may be requested if the retainer is exhausted before the Services is concluded. If the Services are concluded for less than the retainer, the unearned portion of the retainer will be returned. Fees for legal services and other charges are billed monthly and are payable within thirty (30) days of receipt.

### Termination of Engagement.

Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Services to provide additional advice on issues arising from the Services, the firm has no continuing obligation to advise you with respect to future legal developments.

### Client Responsibilities.

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay in a timely manner our statements for services and expenses as provided above.

### Possible Conflicts.

The Firm represents other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

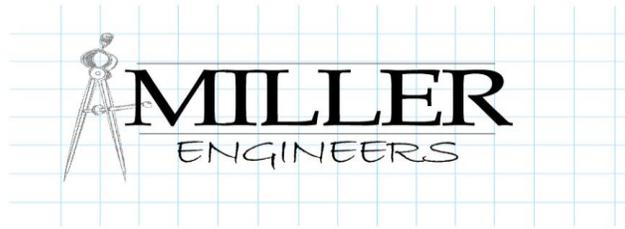
We appreciate the opportunity to represent the Town. It is our understanding that the Town Board has authorized you to execute this contract by resolution at its January \_\_, 2020 meeting. Please call me if you have with any questions.

BALDWIN, SUTPHEN & FRATESCHI, PLLC

By:   
Name: Timothy A. Frateschi  
Title: Member  
Date:

TOWN OF MANLIUS

By: \_\_\_\_\_  
Name: Edmond J. Theobald  
Title: Town Supervisor  
Date:



December 20, 2019  
Mr. Edmond J. Theobald  
Town of Manlius  
Fayetteville, NY 13066

Re: Proposal for Engineering Services

Dear Mr. Theobald:

Miller Engineers is pleased to present the following proposal for continued services to the Town of Manlius, New York. We plan to serve the Town with the care and pride you expect and deserve. Our involvement in the Manlius Community and location in Manlius, NY makes a natural fit in meeting your needs.

**General Town Engineering Services**

- ✓ Principles, practices and techniques of civil engineering and surveying.
- ✓ Developing and reviewing construction methods and contract administration for state, federal, town and private projects.
- ✓ Estimating and analyzing costs.
- ✓ Planning, designing and coordinating construction projects.
- ✓ Conducting site reviews to confirm work is completed in accordance with specifications and regulations.
- ✓ Interpreting and developing engineering blueprints and specifications.
- ✓ Communicating effectively, both orally and in writing.

The following scope of services are proposed to the Town of Manlius for continued General Engineering Services:

1. General Consulting and Assistance
  - a. Respond to general engineering matters as requested by Town personnel. Assistance with engineering matters related to issues of the Planning Board, Zoning Board of Appeals, Town Board and established planning and zoning regulations
  - b. Correspond and interface with other agencies and contractors, regarding projects and plans, to confirm that accurate information is provided on all projects
  - c. Investigate engineering problems and conduct research and data required for projects, including but not limited to drainage, sanitary sewer, roads and water supply

- d. Provide assistance information and direction with engineering solutions to town residents
  - e. Investigate storm water drainage and sanitary sewer complaints.
  - f. Develop and submit annual MS4 documentation, including information from the Town Highway Department.
  - g. Provide flood plain map information for potential building permits/applications
  - h. Assist in creation of required lighting, water, sanitary and drainage districts
  - i. Coordinate required landfill monitoring and annual report requirements to NYSDEC
2. Planning and Development Department Support
- a. Review of the following:
    - Engineering designs, plans, specifications and estimates for construction projects involving roads and streets, drainage systems, and water and sewer systems.
  - b. Perform engineering and survey calculations related to Civil Engineering principles and practices
  - c. Attend Town Board and Planning Board meetings as required
  - d. Review storm water pollution plans when submitted by developers for compliance with state pollution discharge elimination system permits and regulations.
  - e. Provide support services associated with the Planning/Zoning Board using a fixed fee developer's deposit program on each subdivision and site plan application received by the Town.
  - f. Provide maintenance and updating of the land use and zoning maps as required by local and state agencies
  - g. Provide NPDES compliance and coordination with the Town, applying costs to special use storm water districts 1,2 and 3 where applicable
  - h. Evaluate planning-related legislation and applicability to local projects
3. Code Enforcement & Building Permits
- a. Code Enforcement support services including interpretation, field support and backup as needed
  - b. Review commercial/industrial applications for consistency with Town and State codes
  - c. Review construction plans submitted for permit in coordination with Code Officers
  - d. Provide services related to FEMA flood requirements as needed
  - e. Provide for availability during regular business hours to meet with Town and project applicants
  - f. Provide site visits/inspections for projects to monitor compliance with permit requirements

4. Highway Department Assistance
  - a. Provide full spectrum civil engineering services, including but not limited to highway, drainage, signage, lighting design and maintenance support
  - b. Prepare annual NPDES report submittal and assist with any audits as needed
  - c. Assist in development of capital budgets
  - d. Provide insight into highway safety and engineering requirements
  - e. Provide GIS assistance as required
  
5. Capital Improvement Project Development
  - a. Assist with project cost estimates
  - b. Provide construction phase services on as-needed basis
  - c. Provide structural, mechanical and electrical engineering as required
  - d. Review Storm Water Master Plan, prepare storm water project cost estimates for consideration of rate increases to upgrade infrastructure and NPDES requirements
  - e. Review Town storm water drainage and compliance activities as they pertain to NPDES permit
  
6. Town Manager Support
  - a. Provide Capital Project Development/Cost Estimates including design, permits, bid and construction phase services
  - b. Attend staff meetings, Town Board meetings and workshops as deemed necessary by the Town Manager and/or Town Board.
  - c. Attend County and State agency meetings and forums as required by the Town Manager and/or Elected Officials.
  - d. Assist with special use district requirements
  - e. Assist with Storm Water Utility related procedures and rate evaluations
  
7. Construction Review
  - a. Oversee and coordinate public works construction projects in progress to ensure the work is completed in accordance with plans and specifications and regulations.
  - b. Review the work of Town staff on specific projects to ensure timely and accurate completion of projects.
  - c. Conduct site reviews for construction site stormwater compliance

Based on past engineering effort conducted and the Town's desire to establish set fees for general engineering services, the following is proposed: It is anticipated to provide an average of 25 hours of service per week for general engineering services based on an hourly rate of \$70/hr. It is proposed to bill these general engineering services on a lump sum basis monthly for \$7,200 for an annual amount of \$86,400.00. Letters, plan reviews and report writing will be completed off site at our offices in Manlius, NY; this phase of the work is included in the lump sum proposal. Outside printing for contract documents, drawings and reports will be invoiced at cost and Town requested specialty services (such as surveying, laboratory analysis and borings) will be invoiced at cost. No charges will be billed for clerical support services.

## **Planning Board Engineering Services: Reimbursable Fixed Fee**

Pursuant to recent discussions we are pleased to provide the following scope of services to the Town of Manlius Planning Board. We propose to provide plan review services for land development projects on a fixed fee lump sum basis reimbursed through an applicant deposit program for the Town of Manlius Planning Board. The reviews include residential, commercial and manufacturing projects. In general, the plan reviews will include a site visit, and engineering review and coordination of the following items:

- Initial appearance application
- All required SEQRA information
- Tax map identification and review
- Preliminary plan review
- Site drainage review including SWPPP review
- Traffic impact review
- Written report including comments and recommendations for all of the above

Engineering Services to be reimbursed at \$70 per hour for time and services or a fixed fee as set forth below:

Development of fixed fee plan review services allows for precise budgeting of engineering services. Thus, allowing the Town and potential developers to budget a total project costs for engineering review of each land development project presented to the Town. The following list is the proposed fee schedule for residential, commercial and manufacturing engineering review for land development projects:

### *Engineering Review Residential Subdivision (Sketch, Preliminary & Final)*

- Two Lot - \$250
- Three to Five Lot - \$350
- Five to Ten Lot- \$500 base fee plus \$75/lot over 5 lots
- Ten to Twenty Lot - \$900 base fee plus \$75/lot over ten lots
- Twenty to Fifty Lot - \$3,500
- Fifty to 100 Lot - \$5,000
- One Hundred Lot and above – Negotiated

### *Commercial & Industrial (Site Plan)*

- Up to 5 Acres \$1,200
- Over 5 Acres \$2,500

### *Fees During Construction*

- Construction Observation as requested -- \$48/hr  
(Observation of construction for developer projects to confirm the work is performed according to standards and regulations including SWPPP)
- Review/Release Letter of Credit – No Charge

\* Contract Document Review flat fee developed upon request based on hourly rate of \$70/hr.

Additionally special projects not covered under General Town Services and Planning Board Engineering Services which require development of designs and contract documents will be scoped and estimated on an individual project basis for Town approval.

This contract is for the time period of January 1, 2020 through December 31, 2020. Either party may, at their discretion, terminate this contract upon ninety (90) days written notice to the other party.

Our insight with day-to-day activities of the Town, coupled with our knowledge of principles and techniques of the planning profession, and federal, state and local laws and ordinances will provide for unparalleled service to you. We will assist in the development of Town-wide goals, objectives, policies, procedures and operations budgets, and will work seamlessly with elected officials and the Town Manager to report events and activities to ensure that all are kept abreast of trends, events or emerging issues of significance to the Town's success.

Thank you for considering us for the above scope of work. We look forward to continuing our working relationship with you. The size and proximity of our office allows us to economically provide these services to the Town on an annual cost basis. Authorized countersignature and return of one copy will constitute acceptance of the scope of services, terms, and conditions detailed above. Should you have any questions, please call me at 315-558-8417.

Very truly yours,

Douglas A Miller, P.E.

Accepted:

TOWN OF MANLIUS

Date





# BALDWIN, SUTPHEN & FRATESCHI, PLLC

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ATTORNEYS AT LAW

126 North Salina Street, Suite 400  
Syracuse, New York 13202-1050

Robert F. Baldwin, Jr. \*  
Timothy A. Frateschi  
Charles M. Sprock, Jr.  
Jamie Lynn Sutphen \*\*

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Joseph V. Frateschi

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Of Counsel  
John J. Brunetti \*\*\*  
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\*Admitted in FL; \*\*Admitted in PA & NJ  
\*\*\* Retired Judge of the Court of Claims

December 5, 2019

Hon. Edmond J. Theobald  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Re: Engagement Letter

Dear Supervisor Theobald:

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### Billing Cycle and Retainer.

It is our normal practice to require the deposit of a retainer for legal services against which we bill our fees and disbursements and we request a retainer of \$0.00 for the Services. The retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Services. If the fees and disbursements exceed the retainer, prompt payment of the additional amount required is expected. An additional retainer amount may be requested if the retainer is exhausted before the Services is concluded. If the Services are concluded for less than the retainer, the unearned portion of the retainer will be returned. Fees for legal services and other charges are billed monthly and are payable within thirty (30) days of receipt.

### Termination of Engagement.

Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Services to provide additional advice on issues arising from the Services, the firm has no continuing obligation to advise you with respect to future legal developments.

### Client Responsibilities.

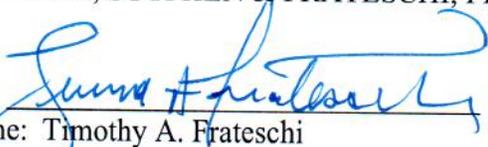
You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay in a timely manner our statements for services and expenses as provided above.

### Possible Conflicts.

The Firm represents other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

We appreciate the opportunity to represent the Town. It is our understanding that the Town Board has authorized you to execute this contract by resolution at its January \_\_, 2020 meeting. Please call me if you have with any questions.

BALDWIN, SUTPHEN & FRATESCHI, PLLC

By:   
Name: Timothy A. Frateschi  
Title: Member  
Date:

TOWN OF MANLIUS

By: \_\_\_\_\_  
Name: Edmond J. Theobald  
Title: Town Supervisor  
Date:

**Matthew Dunn, CPA**  
*Certified Public Accountant*

4586 Bloomsbury Drive  
Syracuse, NY 13215  
Mobile: (315) 420-3025  
matt@mdunn CPA.com

December 5, 2019

Hon. Edmond J. Theobald  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Dear Supervisor Theobald:

The following is my proposal for continued services to the Town of Manlius, New York. Services provided will be coordinated through the Town of Manlius Town Manager.

General Accounting Services

- Maintain all accounting records per policies and procedures as mandated by Town Policy and NYS Law, including oversight of departmental accounting activity.
- Audit payments to vendors for accuracy, compliance with procurement policy and to insure amounts are within budgetary limits.
- Oversee payroll processing for all Town employees and related payroll tax filings and reports.
- Manage and reconcile bank accounts.
- Process monthly financial reports detailing the financial condition of the Town.
- Prepare and submit the Annual Financial Report Document (AUD) to the New York State Comptroller's office.
- Assist Supervisor and Budget Committee with annual budget preparation.

Fee Arrangement

The general accounting work will be billed on a flat fee monthly basis at \$3,333 per month (\$40k Annually). Other charges will be included on the billing statement for expenses incurred incident to the performance of the general accounting services.

Additional special projects not covered under the General Accounting Services will be scoped and estimated on an individual project basis for Town approval.

Termination of Engagement

Either party may terminate the engagement at any time for any reason by written notice, subject, on my part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the accounting fees owed for services performed and other charges owed through the date of termination.

I appreciate the opportunity to service the Town and look forward to our working relationship with you. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Dunn', with a horizontal line extending to the right.

Matthew Dunn, CPA



Town of Manlius  
**Business 360 Complete  
Service Agreement**

Date  
1/1/20

Presented by:  
Daniel Napolitano

# Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1<sup>st</sup> day of January, 2020** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and **Town of Manlius**, headquartered at **301 Brooklea Drive Fayetteville, NY 13066** (the "Client").

## 1. Scope of Agreement

This agreement is to provide Garam Group's Business 360 Complete monthly break/fix and maintenance support Monday – Friday during the regular work day (8:00 am – 5:00 pm; hereafter referred to as the "Regular Work Day"). A detailed listing of included and optional services can be found in the attached services document.

## 2. Rates

Business 360 Complete Monthly Rate Plan (**Break/Fix Support**)

- **\$70.30** per workstation per month – Business 360 Complete  
(**\$70.30 x 57 workstations = \$4,007.10**)
- **\$7.04** per workstation per month – Enhanced Cyber Security  
(**\$7.04 x 57 workstations = \$401.28**)
- **\$15.00** per workstation per month – Workstation File Protection Cloud Backups  
(**\$15.00 x 1 workstations = \$15.00**)
- **\$75.00** per workstation per month – Server File Protection Cloud Backups  
(**\$75.00 x 4 workstations = \$300.00**)
- **\$125.00** per workstation per month – Server Image Cloud Backups  
(**\$125.00 x 4 workstations = \$500.00**)
- **\$78.95** per month – Breach Secure Now - Cyber Security Training and Protection

Additional Billing

All **Break/Fix** support performed outside of the Regular Work Day and all **Moves, Adds & Changes** will be charged using the following rate schedule.

- **\$110.00** per hour, pro-rated at 15 minute intervals, for the Services provided during the Regular Work Day.
- **\$165.00** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$220.00** per hour, pro-rated at 15 minute intervals, for Services provided on Sundays and the following Holidays:
  - **New Year's Day**
  - **President's Day**
  - **Memorial Day**
  - **Labor Day**



- **Thanksgiving Day**
- **Day after Thanksgiving**
- **Christmas Day**

### **3. Terms**

- A monthly charge of **\$5,302.33 + tax** will be invoiced the first week of every month for that month's service.
- Any additional Moves, Adds & Changes will be billed at the end of the month that the service was provided.

### **4. Client's Responsibilities**

Client will make the following resources available to Garam for the duration of this Agreement:

- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

### **5. Equipment Age Limitation**

Client will make every reasonable effort to manage the age of their equipment inventory and replace equipment that has been in service for more than 4 years. The Garam Group may request that equipment older than 4 years be replaced and such equipment will receive limited support.

### **6. Agreement related expenses**

- Travel will be billed to Client at the current Internal Revenue Service Standard Mileage Rate.

### **7. Limitation of Liability**

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

### **8. Termination of Agreement**

This Agreement shall remain in effect from the **1<sup>st</sup> day of January, 2020** until **31<sup>st</sup> day of December, 2020**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client thirty (30) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for good cause by giving thirty (30) days written notice to Garam.



**9. Notices**

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

**10. Waiver**

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

**11. Entire Agreement**

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties.

**Acceptance and authorization**

The terms and conditions of the **Business 360 Complete Service Agreement** apply in full to the services and products provided under this Service Agreement.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Service Agreement, under seal.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





Town of Manlius PD

# **Business 360 Complete Service Agreement**

Date  
1/1/20

Presented by:  
Daniel Napolitano

# Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1<sup>st</sup> day of January, 2020** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and **Town of Manlius PD**, headquartered at **1 Arkie Albanese Ave Manlius, NY 13104** (the "Client").

## 1. Scope of Agreement

This agreement is to provide Garam Group's Business 360 Complete monthly break/fix and maintenance support Monday – Friday during the regular work day (8:00 am – 5:00 pm; hereafter referred to as the "Regular Work Day"). A detailed listing of included and optional services can be found in the attached services document.

## 2. Rates

Business 360 Complete Monthly Rate Plan (**Break/Fix Support**)

- **\$70.30** per workstation per month – Business 360 Complete  
(**\$70.30** x 52 workstations = **\$3,655.60**)
- **\$7.04** per workstation per month – Enhanced Cyber Security  
(**\$7.04** x 52 workstations = **\$366.08**)
- **\$86.95** per month – Breach Secure Now - Cyber Security Training and Protection
- **\$2,000.00** per month – 24/7 Vehicle Support

### Additional Billing

All **Break/Fix** support performed outside of the Regular Work Day and all **Moves, Adds & Changes** will be charged using the following rate schedule.

- **\$110.00** per hour, pro-rated at 15 minute intervals, for the Services provided during the Regular Work Day.
- **\$165.00** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$220.00** per hour, pro-rated at 15 minute intervals, for Services provided on Sundays and the following Holidays:
  - **New Year's Day**
  - **President's Day**
  - **Memorial Day**
  - **Labor Day**
  - **Thanksgiving Day**
  - **Day after Thanksgiving**
  - **Christmas Day**



### 3. Terms

- A monthly charge of **\$6,108.63 + tax** will be invoiced the first week of every month for that month's service.
- Any additional Moves, Adds & Changes will be billed at the end of the month that the service was provided.

### 4. Client's Responsibilities

Client will make the following resources available to Garam for the duration of this Agreement:

- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

### 5. Equipment Age Limitation

Client will make every reasonable effort to manage the age of their equipment inventory and replace equipment that has been in service for more than 4 years. The Garam Group may request that equipment older than 4 years be replaced and such equipment will receive limited support.

### 6. Agreement related expenses

- Travel will be billed to Client at the current Internal Revenue Service Standard Mileage Rate.

### 7. Limitation of Liability

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

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**10. Waiver**

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

**11. Entire Agreement**

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties.

**Acceptance and authorization**

The terms and conditions of the **Business 360 Complete Service Agreement** apply in full to the services and products provided under this Service Agreement.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Service Agreement, under seal.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2020, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town") and Blu Line Accreditation Consulting, Inc., a New York State domestic business corporation with a business address of 207 Gulfbridge Road West Monroe, New York, 13167 ("Contractor").

### RECITALS:

- A. The Town of Manlius Police Department ("TMPD") is accredited on a five-year basis by The Commission on Accreditation for Law Enforcement Agencies, Inc., ("CALEA"), and the New York State Law Enforcement Accreditation Council ("NYS").
- B. In the past, an employee of the TMPD provided all the necessary information, processing and paperwork to maintain CALEA and NYS accreditation;
- C. The TMPD has determined that using a full-time employee for such a role is not the best use of the resources of the Town;
- D. Contractor has demonstrated the requisite expertise and experience in the CALEA and NYS accreditation process;
- E. The Town desires to contract with Contractor to assist the TMPD's CALEA and NYS reaccreditation process under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide information gathering and filing of all the necessary documents and paperwork to maintain the CALEA and NYS accreditation certification for the TMPD, including, but not limited to the following:

- Maintain and update paper and electronic CALEA and NYS accreditation files;
- Create and update the CALEA and NYS accreditation files in the Power DMS electronic records system;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements;
- Ensure that time sensitive reports required by CALEA and NYS accreditation are completed on time;
- Draft and forward policy and procedure changes to the Chief of Police for review ;
- Be responsible for continued compliance with CALEA and NYS accreditation standards;
- Serve as the TMPD accreditation liaison with other law enforcement agencies, the Commission on Accreditation of Law Enforcement Agencies, and the New York State Law Enforcement Accreditation Council;

- Provide weekly updates to the Chief of Police (or designee) on the status of the CALEA and NYS accreditation process.

2. Duties. Contractor shall devote approximately 64 hours per month to work with the TMPD and its command staff to maintain CALEA and NYS accreditation. The exact number of hours per month will be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain CALEA and NYS accreditation. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in CALEA and NYS certification, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2020, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid thirty-seven dollars (\$37.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractor's services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

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

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF MANLIUS

By: \_\_\_\_\_

Name:

Title:

Blu Line Accreditation Consulting, Inc.

By: \_\_\_\_\_

Name:

Title:

### **Services Agreement**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement**”), by and between the Town of Manlius Historical Society, a New York not-for-profit corporation with offices located in Manlius, New York (the “**Society**”) and the Town of Manlius, a New York municipal corporation with offices in Manlius, New York (the “**Town**”).

**WHEREAS**, the Society was founded in 1976 and has continued to provide valuable services to the Town since its inception; and

**WHEREAS**, the Society requires funding to continue to provide valuable services to the Town; and

**WHEREAS**, the Town deems such services provided by the Society to be beneficial to the Town and to the Town residents.

**NOW THEREFORE**, in consideration of the foregoing and the promises contained hereinafter, the parties hereto mutually agree as follows:

1. **Social Services.** The society shall undertake the following services for the benefit of the Town and the Town residents (collectively, the “**Services**”):
  - a. The Society shall continue to collect, preserve and interpret documents and memorabilia related to the history of the Town,
  - b. The Society shall continue to maintain a reference library of local history and genealogy research information, which shall be available to the public from time to time at hours posted by the Society,
  - c. The Society shall continue to maintain social media pages and a website containing Town history information for the general public,
  - d. The Society shall continue to engage in community programming, including, but not limited to: education programs and presentations to local schools, libraries, organizations; historically education lectures, classes and programs within the community including tours suitable for any age group; preservation programs; newsletters; and publications,
  - e. The Society shall continue to provide space, resources and assistance to the Town Historian as needed.
  - f. The Society shall assist the Town Historian in providing exhibits at Town Hall and other places throughout the Town.

2. **Town Funding.** In consideration for the Services, the Town shall pay \$8000 to the Society. The Town shall make such payment to the Society within thirty (30) days of the commencement of the Term of this Agreement.
  
3. **Term.** The term of this Agreement shall be from January 1, 20\_\_\_\_ to December 31, 20 \_\_\_\_.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their representatives indicated below on the first day indicated above

**TOWN OF MANLIUS**

**MANLIUS HISTORICAL  
SOCIETY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## **Town of Manlius**

### **Rules of Decorum at Public Meetings**

**Last Adopted 1-25-12**

*Proposed Update 1-2-2020*

This document establishes the procedural rules and decorum guidelines for Town of Manlius public Board meetings. The purpose of these rules is to allow for the orderly conduct of Town business that is convenient for the public, fair to all Board Members and, above all else, essential for open, transparent and effective local governance.

Town Board meetings are required to be held in public for the purpose of allowing the public to observe the meetings. New York State law does not require that a Town Board set aside time at regular meetings for public comment, except for the case of public hearings. Public participation is the purpose of a public hearing, which is required prior to the adoption of a local law or ordinance and in other cases, as specified by law.

The Town Board believes that a public comment period should be scheduled for each meeting. However, it believes that it is important that all periods of public input – whether they are public hearings or a public comment period – should abide by a set of rules that are designed to ensure that good order and civility is maintained at meetings. The purpose of the public comment period is to discuss Town business only.

Personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board may, at the discretion of the Town Supervisor, incur a warning, recess of the meeting, or other appropriate actions, to allow the Board to resume the orderly conduct of Town business.

Individual problems, concerns or questions of the public should initially be addressed to the Town Supervisor's office, rather than be brought up at Town Board meetings. This will allow the Supervisor to gather the necessary information and /or personnel to address those concerns. If those concerns are not addressed to the satisfaction of the individual, then redress by the entire Town Board may be the next option.

In an effort to help the Town conduct efficient and productive meetings, the Town of Manlius, last adopted these rules on January 25, 2012, *and included here are proposed updates for January, 2, 2020:*

#### **OPEN PODIUM /PUBLIC HEARING/PUBLIC INFORMATION MEETING**

The Town Supervisor, or in their absence, the Deputy Town Supervisor, is the Chair of every Town Board meeting. As such it is the Town Supervisor's right and responsibility to direct meetings and make decisions that will, in their judgment, inure to the benefit of all those attending.

Except for the case of Public Hearings or special Public Information Meetings, the Open Podium portion of the meeting is the only time when comments will be permitted by the public, unless a person is otherwise recognized by the Town Supervisor.

Open Podium is an opportunity for the public to address Town business. Examples of Town business, include, but are not limited to: action items before the Town Board; information related to Town business and issues or concerns related to Town operations; and issues or concerns related to Town property or infrastructure.

Examples of things that are NOT Town business, include, but are not limited to: private property matters; Village, County, State or Federal issues that do not affect the Town and litigated matters that have been settled to the Town's satisfaction. The Town Supervisor, as Chair of the meeting, shall determine if the matter being discussed is Town business.

Each regular business meeting of the Board will include an Open Podium period, in which any citizen may make a statement regarding an item on a past, present or future Board open-session agenda, or a matter of general policy over which the Board has jurisdiction.

1. To the extent practical, 15 minutes will be set aside for Open Podium.
2. A speaker must complete a speaker slip if intending to speak.
3. Comments shall be limited to three minutes per person. Total time allotted to public comment shall not exceed 15 minutes without the consent of the Town Supervisor.
4. Comments shall be directed to the Board as a whole, and not to individual members.
5. Comments shall be presented in a courteous manner, and not in a threatening or abusive manner.
6. It shall be the decision of the Town Supervisor if it is appropriate to respond to a question.
7. In the interest of allowing all viewpoints to be heard the Town Supervisor may ask speakers expressing similar viewpoints to elect one person from the group to speak on their behalf.
8. As time is limited, not all speakers may have a chance to speak, but they are welcomed to leave comments in writing at the meeting, attend a future meeting, or contact the Town, Town Supervisor, or Board Members via phone, meeting, or email beyond the meeting.
9. Discussion between speakers and attendees should be respectful. A speaker may disagree with or support prior speakers in comments directed to the Town Board.
10. In the case of a Public Hearing, and at the discretion of the Town Supervisor, speakers may be allowed to speak a second time, once everyone has been allowed to speak once.
11. If, in the opinion of the Town Supervisor, comments by a member of the public during the Open Podium, Public Hearing, or Special Public Information Meeting are not related to Town business or in any other way violates these Rules, the Town Supervisor will notify the speaker to either re-direct their comments to Town business or otherwise follow the Rules. If the individual persists to violate these Rules, they will be asked to stop speaking. If after a final warning, the speaker refuses to step down, the Town Supervisor may have the person removed from the Town Board meeting room.

## REGULAR TOWN BOARD AGENDA

While an agenda is not required, the Town Board believes to the extent possible, an agenda should be prepared before a regularly scheduled meeting. The agenda is prepared by the Town Clerk by the Friday before the next regularly scheduled Town Board Meeting and should be provided and posted for the public by the close of business on the day prior to the Town Board Meeting.

## TOWN BOARD

1. Town Board members must be recognized by the Town Supervisor before making motions and speaking.
2. A member, once recognized, shall not be interrupted when speaking unless to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and, if in order, such member shall be permitted to proceed.
3. There is no limit on the number of times a member may speak on a question.
4. A member may, with permission of the Town Supervisor, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
5. All members shall refrain from personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board.

Nothing contained herein shall be construed to limit the rights and responsibilities of a Town Board to conduct meeting under the Laws of the State of New York and the United States of America. Through these rules, it is the intent of the Town Board to offer general guidelines that may make attending Town Board meetings convenient for the public, fair to all Board Members and, above all else, essential for open, transparent and effective local governance.

Supervisor  
Town Board  
Town Clerk  
Town Planning Board  
Highway Superintendent  
Clerk to Town Justice  
Town Justice

Receiver of Taxes  
Town Manager  
Assessor  
Director of Codes Enforcement  
Town Zoning Board of Appeals  
Recreation Department  
Police Department

## 2020 Holidays

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020
Good Friday (1/2 day)	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Columbus Day & Indigenous Peoples' Day	Monday, October 12, 2020
Veterans' Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Day after Thanksgiving	Friday, November 27, 2020
Christmas Eve (1/2 day)	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020

<u>Committee</u>	<u>Chairperson</u>	<u>Member</u>
Budget & Finance	Sara Bollinger	Katelyn Kriesel
Community & Economic Development/Chamber of Commerce	Karen Green	Katelyn Kriesel
Fire & EMS	Sara Bollinger	Elaine Denton
Recreation/ Community Events	Karen Green	Heather Waters
Personnel & Employee Relations	Sara Bollinger	Heather Waters
Professional Services	Elaine Denton	John Deer
Technology	John Deer	Elaine Denton
Police Committee	Karen Green	Elaine Denton
Town Codification	Sara Bollinger	

Committee Liaison Assignment

Liaison/member only unless otherwise indicated

Tree Commission	Heather Waters	
Critical Response Committee	Karen Green	Elaine Denton
Deer Management Committee	Karen Green (Chairperson)	
Comprehensive Plan Committee	Heather Waters	John Deer
Sustainability Committee	Katelyn Kriesel	Elaine Denton
Village of Manlius	Katelyn Kriesel	
Village of Fayetteville	Sara Bollinger	
Village of Minoa	John Deer	

Assessor	Heather Waters
Highway	Sara Bollinger
Planning & Development	Katelyn Kriesel
Buildings and Grounds	Elaine Denton
Police	Karen Green
Recreation	Karen Green
Town Clerk	John Deer
Receiver of Taxes	Karen Green

M&T Bank

NBT

Investments – Savings & Certificate of Deposit

Key Bank

Pathfinder Bank

NY Class

## **Town of Manlius**

### **Rules of Decorum at Public Meetings**

**Last Adopted 1-25-12**

*Proposed Update 1-2-2020*

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## 2020 Town Board Meeting Schedule

January 8, 2020  
January 22, 2020  
February 12, 2020  
February 26, 2020  
March 11, 2020  
March 25, 2020  
April 8, 2020  
April 22, 2020  
May 13, 2020  
May 27, 2020  
June 10, 2020  
June 24, 2020

July 8, 2020  
July 22, 2020  
August 12, 2020  
August 26, 2020  
September 9, 2020  
September 23, 2020  
October 14, 2020  
October 28, 2020  
November 4, 2020  
November 18, 2020  
December 2, 2020  
December 16, 2020

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

TOWN OF Manlius

COUNTY OF Onondaga

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$ 2,281,982.00 may be expended for general repairs upon (ALL) 110.56 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a) On the road commencing at \_\_\_\_\_

And leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles,

There shall be expended not over the sum of \$ \_\_\_\_\_

Type \_\_\_\_\_ Width of traveled surface \_\_\_\_\_

Thickness \_\_\_\_\_ Subbase \_\_\_\_\_

(b) On the road commencing at \_\_\_\_\_

and leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles,

There shall be expended not over the sum of \$ \_\_\_\_\_

Type \_\_\_\_\_ Width of traveled surface \_\_\_\_\_

Thickness \_\_\_\_\_ Subbase \_\_\_\_\_

No moneys set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements until the County Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the County Superintendent of Highways.

Executed in duplicate this 1st day of January, 2020.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

The foregoing Agreement is hereby approved this 1st day of January, 2020.

Robert A. Caud  
Town Superintendent of Highways

\_\_\_\_\_  
County Superintendent of Highways

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. **COPIES DO NOT HAVE TO BE FILED IN ALBANY.**

Supervisor	Edmond Theobald	\$40,079
Deputy Supervisor	Karen Green	\$ 1,000
Councilor	Karen Green	\$12,658
Councilor	Sara Bollinger	\$12,658
Councilor	John Deer	\$12,658
Councilor	Elaine Denton	\$12,658
Councilor	Katelyn Kriesel	\$12,658
Councilor	Heather Allison Waters	\$12,658
Highway		
Superintendent	Robert Cushing	\$85,000
Secretary to Highway	Janet Vollmer	\$40,435
Town Clerk	Allison Weber	\$54,192
Deputy Clerk	Deborah Witzel	\$37,152
Deputy Clerk	Lisa Beeman	\$37,152
Receiver of Taxes	Laurie Peschel	\$49,935
Typist I	Sharon Lake	\$17,430
Clerk I	Mitzi Esposito	\$15.12/hour
Assessor	Patrick Duffy	\$85,573
Assessment Clerk	Cristine DelFuoco	\$44,709
Real Property Appraiser	Philip Murray	\$52,233
Assessment Clerk	Jennifer Abbott	\$17.28/hour
Clerk I	Kristin Bowes	\$31,775
Justice	Salvatore Pavone	\$35,661
Justice	Robert O’Leary	\$35,661
Clerk to Justice	Janet Stanley	\$50,554
Clerk to Justice	Jeanette Zacharias	\$50,554
Deputy Clerk to Court	Megan Vieau	\$16.33/hour
Recreation Director	Peggy Kenyon	\$69,805
Recreation Supervisor	Kristine Zingaro	\$52,918
Clerk I	Tina Galvin	\$34,050
Custodial Worker I	Christopher Pecht	\$19.48/hour
Records Officer	Allison Weber	\$ 4,000
Town Manager	Ann Oot	\$70,000
Secretary to Supervisor	Kayandra Blythe	\$35,721
Trash/Brush Liaison	Sharon Lake	\$17,430

Director of Code Enf.	Randy Capriotti	\$61,777
Dep.Code Enf. Off.	David Corbett	\$18.58/hour
Dep. Code Enf Off.	Michael Grevelding	\$20.52/hour
Town Historian	Barbara Rivette	\$ 2,700
Planning Chairman	Joseph Lupia	\$3,090 per year
Planning Board	7 members @	\$3,471 per year
Secretary	Lisa Beeman	\$257 per meeting
ZBA Chairman	K.P. Kelly	\$114 per meeting
ZBA	4 members @	\$83 per meeting
Secretary	Deborah Witzel	\$206 per meeting
Police Committee Sec'y	Allison Weber	\$100 per meeting
Tree Commission Sec'y		\$100 per meeting
Crossing Guard	Kristy Houghton	\$14.65/hour
Crossing Guard	Tom Peschel	\$14.65/hour
Board of Assessment Review	Ann Kelly	\$45.00/hour
Board of Assessment Review	James Campbell	\$40.00/hour
Board of Assessment Review	Arnold Poltenson	\$40.00/hour
Recreation Leader	Darlene Houghton	\$16.10/hour
Recreation Leader	Joanne Smith	\$16.30/hour
Recreation Attendant	Mark Kenyon	\$13.10/hour
Recreation Attendant	Honesty Dewolf	\$13.10/hour
Recreation Attendant	Albert Smith	\$13.10/hour
Recreation Attendant	Thomas Kenyon	\$12.70/hour

### **Town of Manlius Police**

Chief	Michael Crowell	\$105,020
Captain	Kevin Schafer	98,621
Captain	Jeffrey Slater	98,621
Sergeants	Ross Carnie	78,464

	Kenneth Hatter	80,205
	John Paul	78,464
	Gregory Snyder	80,205
	Tina Marie Stanton	80,205
Police Officers	Matthew Applebee	60,384
	Adam Bezek	74,185
	Triston Campbell	60,835
	Daniel Carr	55,204
	Zackary Clarke	55,204
	Patrick Connelly	67,272
	Christopher Cushman	74,185
	Brian Damon	74,185
	Louis Dashno	74,185
	Michael Desalvatore	74,185
	Daniel Filip	74,185
	James Gallup	74,185
	Peter Gilchriest	63,835
	Damien Golden	74,185
	Shawn Gwilt	74,185
	Alicia Hibbard	63,835
	Rebecca Kammar	74,185
	Phillip Knittel	60,384
	Justin Lefebvre	74,185
	Benjamin Lesperance	74,185
	Derek Oursler	60,384
	Angela Palmer	74,185
	Julia Quinlan	60,384
	Zachary Shute	74,185
	Brianna Sparks	63,835
	Nathaniel Spinelli	55,204
	Daniel Tyrel	74,185
	Samuel Williams	63,835
Clerk 1	Sharon Barkauskas	\$21.59/hour
Clerk 1	Linda Nyman	\$20.46/hour
Clerk 1	Lynn Rybinski	\$20.46/hour
Clerk 1/CSO	Jade Taggart	\$16.32/hour
Mechanic	Steven Brookins	\$23.56/hour
Custodial Worker I	Erika Durfee	\$14.19/hour
Laborer	Brian Schermerhorn	\$11.80/hour
Police Officer Salary Level		
Entry Level		\$55,204
Step 1		\$60,384
Step 2		\$63,585

Step 3	\$67,272
Step 4	\$71,886
Step 5	\$74,186
Sergeant Salary Level	
Entry Level	\$78,465
Step 1	\$80,204

### **Town of Manlius Highway**

Name	Hourly Rate
Monty Albanese	27.51
John Barnwell	27.51
David Barnwell	24.90
William Beeman	28.08
Thomas Burns	26.88
David Daniels	28.50
Christopher Dardaris	26.43
Peter Dougherty	24.90
Brian Edwards	28.68
Albert Emmons	24.90
Thomas Emmons	26.34
Justin Graser	22.51
David Hale	27.51
J. Matt Laroche	23.70
Joseph Mapstone	26.79
Daniel Miller	22.46
Matthew Pilcher	25.89
Matthew Raterman	26.34
Derek Rogers	22.51
J. Robert Schepp	25.26
Paul Stewart	27.29
Mark Tily	25.17
Randall Troast	26.34
Zachary Van Auken	22.51
Gary Vona	25.35

**Town of Manlius  
Fee Schedule**

<b>Application and Filing Fees</b>			
Code	Application	Residential	Commercial
<b>Subdivision 127</b>			
127-5.1	Administrative Division of Land	\$50.00	\$100.00
127-8	Preliminary Plat up to 4 Lots	\$200.00	\$200.00
	5 or more lots	\$400.00	\$400.00
	Amended Preliminary Plat	\$200.00	\$200.00
127-10	Final Plat if not approved at time of Preliminary	\$100.00	\$200.00
<b>Zoning 155 Application Fees</b>			
155-19	Natural Resource Removal Permit	N/A	\$250.00
	Natural Resource Removal Renewal	N/A	\$100.00
155-21	Mobile Home	\$200.00	N/A
155-27	Special Permit	\$250.00	\$250.00
	Special Permit Renewal	\$100.00	\$100.00
155-28	Site Plan Approval	\$300.00	\$300.00
	Site Plan Amendment	\$50.00	\$100.00
155-29	Accessory Use Permit	\$300.00	\$300.00
	Accessory Use Renewal	\$100.00	\$100.00
155-30	Excavation, Grading, Filling Permit	\$150.00	\$300.00
155-48	Appeals - ZBA Area Variance	\$100.00	\$200.00
	Appeals - ZBA Use Variance	\$350.00	\$400.00
155-50	Zone Change Request	\$300.00	\$300.00
<b>ENGINEERING REVIEW</b>			
	(DEPOSIT)***		
155-28; 96(3)(C)	Site Plan Review up to 5 Acres	\$1,325.00	\$1,325.00
155-28; 96(3)(C)	Site Plan Review over 5 Acres	\$2,625.00	\$2,625.00
127-9c; 96(3)(C)	<b>Subdivision Review</b>		
	Two lot	\$375.00	\$375.00
	Three to Five Lot	\$475.00	\$475.00
	6 to 10 Lot	\$625.00 + \$75.00 per each lot over 5 lots	

	11 to 20 Lot	\$1,025.00 + \$75.00 per each lot over 10 lots	
	21 to 50 Lot	\$3,625 + \$75.00 per each lot over 20 lots	
	51 to 100 Lot	\$5,125.00	\$5,125.00
<b>LEGAL REVIEW</b>			
(Deposit)***			
96(3)(C)	Site Plan Review (including amendment) – up to 5 acres	\$525.00	\$525.00
96(3)(C)	Site Plan Review (including amendment) – over 5 acres	\$875.00	\$1,025.00
96(3)(C)	*Subdivision Review - up to 2 lots	\$225.00	\$325.00
96(3)(C)	Subdivision Review – 3 -5 lots	\$375.00	\$375.00
96(3)(C)	Subdivision Review – 6 -10 lots	\$575.00	\$575.00
96(3)(C)	Subdivision Review – 11 -20 lots	\$825.00	\$825.00
96(3)(C)	Subdivision Review – 21 -50 lots	\$1,325.00	\$1,325.00
96(3)(C)	Special Use Permit	\$375.00	\$575.00
96(3)(C)	Accessory Use Permit	\$375.00	\$375.00
96(3)(C)	Renewal of Special or Accessory Use Permit	\$225.00	\$275.00
96(3)(C)	**Variance, Area	\$0.00	\$475.00
96(3)(C)	Variance, Use	\$425.00	\$525.00

**Town of Manlius  
Fee Schedule  
Adopted 01-03-2018**

<b>General Construction (N.I.C. Houses)</b>	Residential	Commercial
Permit Application and 1st \$1000 of construction cost	\$65.00	\$100.00
Cost per thousand or fraction thereof	\$4.00	\$5.00
Return Inspection Fee*	\$50.00	\$50.00
Permit Renewal	\$65.00	\$100.00
Building without a Permit	Double Fee	Double Fee
Rescind Stop Work Order	\$50.00	\$100.00
Plan Review, No Permit Issued	50% of fee	50% of fee
Building Demolition	\$65.00	\$100.00
Sign Installation	\$100.00	\$100.00
Pool Permit	\$100.00	\$100.00
Decks	\$75.00	

Fireplace	\$75.00	
Generator	\$75.00	
Shed	\$75.00	
<b>New Residential Housing ***</b>		
Up to 1500 square feet	\$600.00	N/A
1501 to 2000 square feet	\$800.00	N/A
2001 to 2500 square feet	\$1,000.00	N/A
2501 to 3000 square feet	\$1,200.00	N/A
3001 to 4000 square feet	\$1,400.00	N/A
4001 to 5000 square feet	\$1,600.00	N/A
each additional 100 sf	\$200.00	N/A
* If work is not ready for inspection as requested		
*** square footage of house, excluding garage and unfinished basement space. Discrepancies or added square feet will be addressed prior to issuance of Certificate of Occupancy.		
<b>Miscellaneous Fees</b>		
Zoning Research Letter	\$30.00	
Annexation	\$600.00	
Highway Agreement*	\$700.00	
Special Districts	\$600.00	
Zoning and Road Maps	\$20.00	
Zoning Ordinance Booklet	\$12.00	
Subdivision Booklet	\$7.00	
* Security for Highway Development. Amount to be determined by the Highway Superintendent and the Town Engineer based on current construction costs.		

<b>Type</b>	<b>Amount</b>
Marriage License	\$40.00
Marriage Certified Copies	\$10.00
Dog (Neutered)	\$10.00
Dog Unneutered)	\$18.00
Decals	Per Ag. & Markets Schedule
Dog Impoundments	1 <sup>st</sup> offense \$ 50.00 2 <sup>nd</sup> offense \$100.00 3 <sup>rd</sup> offense \$250.00
Passports	\$25.00
Games of Chance Licenses	\$25.00
Peddlers Permit	\$50.00
Special Permits	\$250.00
Special Permit Renewal	\$100.00
Zoning Maps	\$20.00
Zoning Ordinances	\$12.00

## TOWN OF MANLIUS OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Manlius hereby require the Supervisor, Deputy Supervisor, Town Clerk, Tax Receiver, Town Justices and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Manlius approve the document entitled "Town of Manlius Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as, the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

### **TOWN OF MANLIUS OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, **Edmond Theobald**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Supervisor of the Town of Manlius, and

WHEREAS, **Allison Weber**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Clerk of the Town of Manlius, and

WHEREAS, **Laura Peschel**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Tax Receiver of the Town of Manlius, and

WHEREAS, **Robert O'Leary**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **Salvatore Pavone**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **Robert Cushing**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Superintendent of Highways of the Town of Manlius, and

WHEREAS, **Karen Green**, of the Town of Manlius, County of ONONDAGA, New York, has been appointed to the position of Deputy Supervisor of the Town of Manlius, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Manlius that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

The Town does and shall maintain insurance coverage, presently with American Alternative Insurance Corp. , in the sum of \$1,000,000.00 public official liability; \$3,000,000 umbrella policy for all employees and NGM Insurance Corp., (commercial crime policy) in the sum of \$100,000 for all employees and additional \$900,000 for the Supervisor, \$1,900,000 for the Tax Collector, \$400,000 for each Town Justice, \$400,000 for Deputy Supervisor and \$400,000 for the Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered hereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered hereunder.

Dated January 08, 2020

Town of Manlius

\_\_\_\_\_  
Town Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Tax Receiver

\_\_\_\_\_  
Town Justice

\_\_\_\_\_  
Town Justice

\_\_\_\_\_  
Highway Superintendent

\_\_\_\_\_  
Deputy Town Supervisor

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Edmond Theobald**, personally know to me or provided me or provided 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 as **Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Allison Weber**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Town Clerk** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Laura Peschel**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Tax Receiver** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Cushing**, personally know to me or provided me or provided 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 as **Highway Superintendent** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert O'Leary**, personally know to me or provided me or provided 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 as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Salvatore Pavone**, personally know to me or provided me or provided 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 as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Green, personally know to me or provided me or provided 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 as **Deputy Town Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public