

Organizational Agenda
Manlius Town Board
January 6, 2021
6:30 PM

1. Virtual Meeting Instructions

Documents:

[1-6-21 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Approval Of Surplus Auction Items

Documents:

[DEC 2020 AUCTION RESULTS.PDF](#)

4. Approval Of Abstract # 25

Documents:

[ABSTRACT 25 - DIRECT PAYABLES.PDF](#)
[ABSTRACT 25 - PURCHASE ORDERS.PDF](#)

5. Aspinall's Sidewalk Clearing 2021-2022

Documents:

[ASPINALLS SIDEWALK CLEARING.PDF](#)

6. Technical Temperature Transfer 2021 (HVAC Town Hall)

Documents:

[TECHNICAL TEMPERATURE TRANSFER 2021 \(HVAC TOWN HALL\).PDF](#)

7. Zoning Board Of Appeals Chairperson Appointment - KP Kelly

8. Planning Board Chairperson Appointment - Joseph Lupia

9. Planning And Zoning Board Attorney - Baldwin, Sutphen & Frateschi

Documents:

[BALDWIN, SUTPHEN AND FRATESCHI - ATTORNEY ENGAGEMENT LETTER 2021.PDF](#)

10. Tree Commission Co-Chair Appointments - Stephanie Guerreschi And Heather Waters

11. Engineer For The Town - Miller Engineering

Documents:

[MILLER ENGINEERING.PDF](#)

12. Attorney For The Town - Baldwin, Sutphen & Frateschi

Documents:

[BALDWIN, SUTPHEN AND FRATESCHI - ATTORNEY ENGAGEMENT LETTER 2021.PDF](#)

13. Town Accountant - Matthew Dunn, C.P.A.

Documents:

[MATTHEW DUNN C.P.A. - ACCOUNTING PROPOSAL-2021.PDF](#)

14. Town Information Technology Services - Garam Group

Documents:

[GARAM GROUP - TOWN OF MANLIUS CONTRACT B360C 1 YEAR EFFECTIVE 1.1.2021.PDF](#)
[GARAM GROUP - TOWN OF MANLIUS PD CONTRACT B360C 1 YEAR EFFECTIVE 1.1.2021 AMENDED.PDF](#)

15. Police Department Accreditation Manager - Blu Line Accreditation

Documents:

[2021 ACCREDITATION MANAGER AGREEMENT.PDF](#)

16. Marriage Officer Appointment - Allison Weber

17. Town Records Officer Appointment - Allison Weber

18. Town Safety Coordinator Appointment - Chris Pecht

19. Town Historian Appointment - Barbara Rivette

20. Town Historical Society - Manlius Historical Society

Documents:

[TOWN OF MANLIUS CONTRACT MANLIUS HISTORICAL SOCIETY.PDF](#)

21. Deputy Supervisor Appointment - Karen Green

22. 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).

23. Board Rules And Procedures

[VIEW BOARD RULES AND PROCEDURES](#)

24. Procurement Policy

Documents:

[LL 2014-4 BEST VALUE METHODOLOGY \(PIGGYBACKING\).PDF](#)
[PROCUREMENT POLICY 11-19-14.PDF](#)

25. Prepaid Expenses

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

26. Meetings

Motion approving the following officers or their designees to attend meetings and be reimbursed.

Documents:

[MEETINGS - OFFICERS AND DESIGNEES.PDF](#)

27. Delegate To The Association Of Towns Annual Meeting - Edmond Theobald

28. 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
Holidays

Documents:

[HOLIDAYS 2021.PDF](#)

30. Committee Assignments & Liaison To Committee

Motion to approve the following committee assignments.

Documents:

[COMMITTEE ASSIGNMENTS AND LIAISON TO COMMITTEE.PDF](#)

31. Department Liaison Assignments

Documents:

[DEPARTMENT LIAISON ASSIGNMENTS.PDF](#)

32. Village Liaisons

Documents:

[VILLAGE LIASONS.PDF](#)

33. Banks

Documents:

[BANKS.PDF](#)

34. 2021 Town Board Meeting Schedule At 6:30 PM

Documents:

[TOWN BOARD MEETING SCHEDULE 2021.PDF](#)

35. Town Board Budget Workshops

Documents:

[BUDGET WORKSHOPS.PDF](#)

36. Mileage Reimbursement

Motion to approve mileage at 56 cents per mile for business miles driven

37. Highway Agreement To Spend Document

Documents:

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

[PROPOSED ROAD IMPROVEMENTS - WORKING DOCUMENT.PDF](#)

38. Highway Map, Highway Specification And Highway Agreement

Documents:

[2017 COMPLETE HIGHWAY AGREEMENT PACKET.PDF](#)

[6 CROSS SECTION.PDF](#)

39. Official Town Newspapers

Motion to designate the Eagle Bulletin as the official Town newspaper and the Post Standard as the alternate

40. Insurance

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

41. 2021 Salaries

Documents:

[2021 SALARIES .PDF](#)

42. Handbook

Motion to ratify current employee handbook

43. Code Fee Schedule

Documents:

[TOWN OF MANLIUS FEE SCHEDULE.PDF](#)

44. Professional Fees Schedule

Documents:

[PROFESSIONAL FEES SCHEDULE.PDF](#)

45. Town Clerk Fee Schedule

Documents:

[TOWN CLERK FEE SCHEDULE.PDF](#)

46. Official Undertaking

Documents:

[OFFICIAL UNDERTAKING 2021 RESOLUTION.PDF](#)

47. Social Media

Documents:

[TOWN OF MANLIUS SOCIAL MEDIA POLICY.PDF](#)

48. Boxcast Contract

49. 2021 Goals

50. Adjournment

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



January 6, 2020 – 6:30PM

Town Board Organizational Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or Enter the meeting URL web address as listed below

<https://us02web.zoom.us/j/83954368488?pwd=bExWQW93S084R1Q1dEp3UHh2VktVUT09>

Password to join when prompted:

Password: 708217

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

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

Webinar ID: 839 5436 8488

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

Password: **708217**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at <https://zoom.us/test>.

December 2020 Auction Results

	<u>Hwy</u>	<u>PD</u>
2010 International Chassis w/plow & wing (Our Trk 30-10)	\$60,300.00	
2007 Ford Crown Victoria (from Police Dept.)		\$470.00
Saylor Beal Shop Air Compressor	\$270.00	
Fisher 9' Snowplow with Foil	\$720.00	
Approx 20 Used Truck Tires	\$1,300.00	
Totals	<u>\$62,590.00</u>	<u>\$470.00</u>
Auction Total	\$63,060.00	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2020	A00-5.1220.480	Supervisor - Payroll	1,264.30	42,700	15,454.87	102,700	25,295.02
	A00-5.1620.430	Buildings - Cleaning	126.25	13,200	9,577.26- Y	318,482	30,016.68
	B00-5.3620.421	P & D - Phone	183.17	2,800	743.41- Y	54,515	6,810.18
	A00-2.690	** 2020 YEAR TOTALSearing	1,573.72				
2021	A00-2.690	Overpayments and Clearing	13,737.50				
	A00-5.1010.400	Town Board - Contractual	675.00	22,500	21,825.00	27,500	26,200.00
	A00-5.1220.400	Supervisor - Contractual	3,333.00	40,000	36,667.00	102,700	98,859.10
	A00-5.1620.405	Buildings - Information Te	12,952.16	246,482	220,436.58	318,482	291,899.18
	A00-5.1620.420	Buildings - Gas/Electric	2,605.79	25,000	22,394.21	318,482	302,245.55
	A00-5.1620.421	Buildings - Phone	477.37	10,000	9,522.63	318,482	304,373.97
	A00-5.1640.410	Central Garage - Gasoline	7,498.33	90,000	82,501.67	93,000	84,852.00
	A00-5.3120.461	Police - Accreditation	2,294.00	40,835	38,541.00	485,957	472,481.57
	A00-5.3310.400	Traffic Control - Contract	22.36	1,000	977.64	1,000	977.64
	A00-5.5132.420	Garage - Gas/Electric	0.00	29,000	29,000.00	69,240	68,042.23
	A00-5.5182.400	Street Lighting - Contract	437.89	6,500	6,062.11	6,500	6,062.11
	A00-5.9045.800	Life Insurance	391.00	5,250	4,859.00	5,250	4,859.00
	A00-5.9050.800	Unemployment Insurance	8.04	5,000	4,991.96	5,000	4,991.96
	A00-5.9055.800	Disability Insurance	489.05	4,000	3,510.95	4,000	3,510.95
	B00-5.9055.800	P & D - Disability Insruan	20.66	250	229.34	250	229.34
	DA0-5.9055.800	Disability Insurance	179.09	1,100	920.91	1,100	920.91
	SL1-5.5182.400	Street Lighting - Contract	1,606.43	27,000	25,393.57	27,000	25,393.57
	SL2-5.5182.400	Street Lighting - Contract	2,338.08	27,000	24,661.92	27,000	24,661.92
	SL3-5.5182.400	Street Lighting - Contract	104.56	1,300	1,195.44	1,300	1,195.44
	SL4-5.5182.400	Street Lighting - Contract	633.22	7,500	6,866.78	7,500	6,866.78
	SL5-5.5182.400	Street Lighting - Contract	2,669.42	45,000	42,330.58	45,000	42,330.58
	SSI-5.8120.400	Sanitary Sewers - O&M	20.16	30,000	29,979.84	30,000	29,979.84
		** 2021 YEAR TOTALS	54,066.83				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2020-2021	A00-2.700	Rec Dept Clearing Acct	145.00						
	A00-5.1220.400	Supervisor - Contractual	127.09	40,000	229.42-	Y	102,700	26,559.32	
	A00-5.1220.401	Supervisor - Office Suppli	166.95	3,000	224.48		102,700	26,559.32	
	A00-5.1330.401	Receiver of Taxes -Office	356.15	2,471	149.87		6,441	1,459.77	
	A00-5.1355.401	Assessors - Office Supplie	29.50	1,700	702.36		37,920	3,094.01	
	A00-5.1355.403	Assessors - Associations/D	175.00	720	492.00		37,920	3,094.01	
	A00-5.1410.403	Town Clerk - Association/D	215.00	297	448.95		10,277	6,200.41	
	A00-5.1620.200	Buildings - Equipment	579.99	5,000	4,631.69		5,000	4,631.69	
	A00-5.1620.400	Buildings - Contractual	107.74	4,000	5,088.71-	Y	318,482	30,142.93	
	A00-5.1620.405	Buildings - Information Te	2,192.00	246,482	39,439.90		318,482	30,142.93	
	A00-5.1620.440	Buildings - Repairs	1,339.03	5,000	6,546.16		318,482	30,142.93	
	A00-5.1640.410	Central Garage - Gasoline	20.59	90,000	31,055.62		93,000	31,416.19	
	A00-5.1640.411	Central Garage - Town Veh	649.67	2,500	139.43-	Y	93,000	31,416.19	
	A00-5.1670.401	Central Printing - Office	569.85	4,000	1,054.62		47,200	6,167.28	
	A00-5.3120.400	Police - Contractual	8,021.46	34,165	27,457.44-	Y	496,657	64,723.75	
	A00-5.3120.401	Police - Office Supplies	685.35	12,785	2,280.79		496,657	64,723.75	
	A00-5.3120.402	Police - Seminars/Conferen	11,860.37	24,725	8,294.48		496,657	64,723.75	
	A00-5.3120.403	Police - Associations/Dues	390.00	2,760	986.36		496,657	64,723.75	
	A00-5.3120.404	Police - Books/Publication	150.00	7,585	195.29		496,657	64,723.75	
	A00-5.3120.405	Police - Info Tech/Electro	182.54	10,250	1,801.07		496,657	64,723.75	
	A00-5.3120.409	Police - Postage	17.13	1,200	84.44-	Y	496,657	64,723.75	
	A00-5.3120.412	Police - Vehicle Repair	1,653.51	76,751	20,469.69		496,657	64,723.75	
	A00-5.3120.421	Police - Phone	1,256.40	27,000	807.43		496,657	64,723.75	
	A00-5.3120.446	Police - Maintenance Contr	8,992.53	55,912	11,706.25		496,657	64,723.75	
	A00-5.3120.448	Police - Uniforms & Cleani	377.00	44,962	613.40		496,657	64,723.75	
	A00-5.3120.460	Police - Tuition Reimburse	3,516.00	10,000	6,484.00		496,657	64,723.75	
	A00-5.3120.464	Police - Protection Gear	3,218.00	26,708	4,061.77		496,657	64,723.75	
	A00-5.3120.465	Police - Forensic	199.99	13,326	6,855.58		496,657	64,723.75	
	A00-5.5132.405	Garage - Information Techn	708.99	8,633	3,836.67		69,240	18,642.08	
	A00-5.5132.422	Garage - Water	311.20	1,650	9.50-	Y	69,240	18,642.08	
	A00-5.5132.425	Garage - Garage/Bldg Maint	102.49	16,750	11,577.10		69,240	18,642.08	
	A00-5.7310.408	Recreation - Printing & Ad	14.99	5,700	3,621.66		82,600	64,886.29	
	A00-5.7310.410	Recreation - Program Expen	495.57	64,000	54,941.99		82,600	64,886.29	
	B00-5.3620.401	P & D - Office Supplies	132.14	2,100	412.96		54,515	6,993.35	
	B00-5.3620.461	P & D - Uniforms/Cleaning	206.73	700	528.17		54,515	6,993.35	
	CM1-5.3120.491	Drug Enforcement - Contrac	48.00	0	12,788.90-	Y	0	23,545.74-	Y
	DA0-5.5130.200	Machinery - Equipment	139,159.98	292,000	613,277.89		292,000	613,277.89	
	DA0-5.5130.411	Machinery - Vehicle Expens	708.86	121,550	30,611.50		187,894	61,753.16	
	DA0-5.5130.447	Machinery - Shop Supply/St	112.27	10,200	6,731.97		187,894	61,753.16	
	DA0-5.5130.473	Machinery - Shop Tools	76.73	7,000	4,068.14		187,894	61,753.16	
	DA0-5.5140.490	Brush & Weeds - Contractu	9,820.00	52,510	29,837.50		59,385	32,361.47	
	DA0-5.5142.401	Snow Removal - Office Supp	520.33	1,530	158.67		701,308	379,157.27	
	DA0-5.5142.410	Snow Removal - Gasoline/Di	12,259.50	61,875	56,643.72		701,308	379,157.27	
	DA0-5.5142.421	Snow Removal - Phones/Page	112.77	1,950	336.22		701,308	379,157.27	
	DA0-5.5142.430	Snow Removal - Cleaning Su	289.07	5,500	3,912.29		701,308	379,157.27	
	DA0-5.5142.440	Snow Removal - Radios/CB's	1,886.00	1,947	363.72-	Y	701,308	379,157.27	
	DA0-5.5142.441	Snow Removal - Safety/Trai	134.00	6,000	170.16-	Y	701,308	379,157.27	
	DA0-5.5142.447	Snow Removal - Shop Suppli	2,749.11	37,891	26,288.48		701,308	379,157.27	
	DA0-5.5142.448	Snow Removal - Uniforms/Ci	221.58	13,515	1,250.40		701,308	379,157.27	
	DA0-5.5142.470	Snow Removal - Materials	50,713.27	437,500	277,963.42		701,308	379,157.27	
	DA0-5.5142.471	Snow Removal - Repairs	3,088.13	35,375	4,732.73		701,308	379,157.27	
	DA0-5.5142.472	Snow Removal - Plow/Sand E	40,000.00	80,000	0.00		701,308	379,157.27	
	DB0-5.5110.400	General Repairs - Miscella	26.61	500	95.43		1,288,931	93,376.38	
	DB0-5.5110.441	General Repairs - Safety/T	560.30	1,000	1.04-	Y	1,288,931	93,376.38	
	DB0-5.5110.473	General Repairs - Road Too	484.06	1,500	80.17		1,288,931	93,376.38	
	DB0-5.5110.475	General Repairs - Road Rep	946.75	799,843	302,877.66		1,288,931	93,376.38	
	DB0-5.5110.478	General Repairs - Drainage	33.28	41,500	8,768.83		1,288,931	93,376.38	
** 2020-2021 YEAR TOTALS **			313,116.55						
2021-2022	A00-5.1110.401	Justices - Office Supplies	82.75	2,800	2,734.12		25,710	25,114.12	
	A00-5.1410.408	Town Clerk - Printing/Ads	41.73	1,200	1,089.57		10,277	9,481.64	
	A00-5.3120.448	Police - Uniforms & Cleani	516.00	44,962	44,593.41		485,957	474,775.57	
	A00-5.3120.460	Police - Tuition Reimburse	87.00	10,000	7,577.00		485,957	474,775.57	
** 2021-2022 YEAR TOTALS **			727.48						



8797 E. GENESEE ST.
CHITTENANGO, NY 13037

PHONE: (315) 687-5282
EMAIL: ASPINALS@ASPINALSTREE.COM

WWW.ASPINALSTREE.COM

2020-2021 Seasonal Sidewalk Snow Contract

Town of Manlius

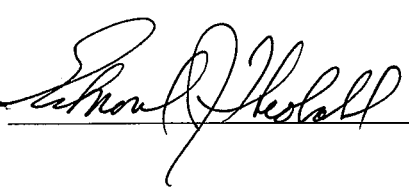
301 Brooklea Dr.

Fayetteville, NY 13066

Walkway Snow and Ice Removal

Walkways will be cleared when there is an accumulation of 2-3" of snowfall. Ice melting material (Calcium or Magnesium Chloride) will then be spread on the walkways to help keep them clear of ice. Walkways will be cleared for a 7 a.m. arrival into the building and until 2:30 p.m. This contract will be billed monthly based on the number of times the service is performed for the previous month.

Per time rate: \$ 140.00

Acceptance of proposal:  Date: _____

7703 Kirkville Rd Kirkville, NY 13082
(315) 264-5925 lloyd.weigel@gmail.com

Date: September 18, 2020

Work to Be Performed At: Manlius Town Hall
Name: Ann Oot
Street: 301 Brooklea Drive
City, State: Fayetteville, NY
Phone: 315- 637-3414

This proposal may be withdrawn by us if not accepted within 30 days.

Date: _____ Signature _____
Signature _____

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Boiler System Condensing Hot Water Boiler	Lochinvar	Knight KBN 701	J13H10233967	17 Bk HP	Boiler Room
2	Circulation Pumps	Bell & Gossett	80 Series		3 HP	Boiler Room
1	Air Handler Air Handler Unit 1 - Supply Fan Motor	Trane	CCDB17CBOG	K87A25848		Mechanical Room
1	Split Systems Condenser Coils	Trane	RAUBC258BE00BF	J86L83118	25 Tons	Outside on Ground in Back
	*** Split System *** 1 - Compressor 3 - Condenser Fan Motors				25 Tons 1 HP	
1	Ductless Split System 1 - Heating Section	Quietside	QSCE091	QSCE0910425112	0.75 Tons	Server Room
	*** Split System *** 1 - Compressor 1 - Condenser Fan Motor	Quietside	QSCC091	QSCC0910425111	0.75 Tons 0.25 HP	Garage
10	Packaged Terminal Air Conditioners (PTACs) 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Trane and McQuay	various		.5 Tons .5 Tons 0.25 HP	Throughout Building

***SPRING PREVENTIVE MAINTENANCE:**

- . Trane Air Handler unit will be shut down and locked out
- . Lubricate fan and motor bearings, outside and return air dampers/linkages
- . Remove access panel, check and lubricate vortex dampers/ linkages, and check blower wheel.
- . Check condition of fan and motor sheaves
- . Replace fan belts, check alignment and tighten belt tension
- . Refrigerant leak check piping, filter drier core and solenoid valves
- . Check and tighten all electrical connections
- . Replace filters with high efficiency pleated filters
- . Install microbial treatment disc in condensate pan
- . Restart unit and check operation of mixed air and vortex controls
- . Check supply fan motor running amps

***25 TON AC CONDENSING UNIT:**

- . Shut down and lock out unit, remove access panels
- . Back flush condenser coil, apply outdoor coil cleaner to inlet of coil, let set and back flush rinse coil
- . Check condition of wiring and mounting brackets on condenser fans
- . Check and tighten electrical connections
- . Check condition of contactors, contacts, relays and pressure switches
- . Check compressor crankcase heater
- . Refrigerant leak check, piping, hot gas solenoid valve and access valves
- . Check compressor winding resistance
- . Reinstall access panel to condenser coil and turn unit back on
- . Call for cooling and check suction discharge and liquid refrigerant pressures and temperatures with different stages energized. Take oil samples.
- . Record readings – suction superheat, liquid subcooling, compressor running amps, condenser fan staging and amps.

***QUIETSIDE DUCTLESS SPLIT SYSTEM**

- . Shut down and lockout condensing unit
- . Clean and rinse condenser coil and fan blades
- . Clean evaporator coil and filter
- . Turn unit on and check operation

***10 PACKAGED TERMINAL AIR CONDITIONERS (PTAC's)**

- . Remove and clean washable filters
- . Check drain pans and drains
- . Check and tighten electrical connections
- . Check condition of condenser coils
- . Check unit in AC mode

FALL PREVENTIVE MAINTENANCE:

- *Trane Air Handler unit will be shut down and locked out
- . Lubricate fan and bearings, outside and return air dampers/linkages
- . Remove access panel, check and lubricate vortex dampers/linkages and check blower wheel
- . Check condition of fan and motor sheaves
- . Replace fan belts if required, check alignment and tighten belt tension
- . Check and tighten all electrical connections
- . Replace filters with high efficiency pleated filters
- . Restart unit and check operation of mixed air and vortex controls
- . Check supply fan motor running amps

***10 PACKAGED TERMINAL AIR CONDITIONERS (PTAC's)**

- . Remove and clean washable filters
- . Check and tighten electrical connections
- . check units heating mode

***LOCHINVAR CONDENSING HOT WATER BOILER**

- . Shut down and lockout
- . Tear down and do thorough cleaning
- . Replace flame sensor and ignitor
- . Startup boiler and perform combustion analysis and efficiency test
- . B & G circulating pumps (2), lubricate bearings as required.
- . Check and tighten electrical connections
- . Check circulation pump alteration
- . Check circulating pumps running amps
- . Check pressure gauges

BALDWIN, SUTPHEN & FRATESCHI, PLLC

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 **

Joseph V. Frateschi

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

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

December 12, 2020

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") for the year 2021 related to 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 2021 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 2021. 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.

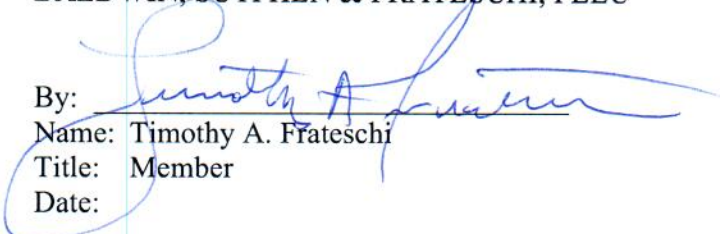
Possible Conflicts.

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.

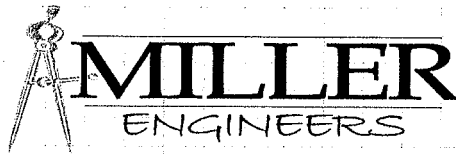
We appreciate the opportunity to represent the Town. It is our understanding that the Town Board has authorized you to execute this contract by resolution at its January __, 2021 meeting. Please call me if you have with any questions.

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 16, 2020
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 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
 - f. Environmental compliance
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 up to 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 not to exceed basis, monthly for \$7,200. 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 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
(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, 2021 through December 31, 2021. 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. We have included a staffing organizational list of individuals who may be assigned tasks under this agreement as an attachment. 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

Miller Engineers Staffing Organization

Name		Expertise
1	R Aupperle P.E.	Structural
2	H Brodsky	Planner
3	T Brown P.E.	Engineer
4	L Campoleita P.E.	MechanicalElectrical Plumbing
5	J Chattel P.E.	MechanicalElectrical Plumbing
6	G Gould P.G.	Hydrogeo/Safety
7	J Grasso	Grants Specialist
8	K Kemp P.E.	Dam/Hydrology
9	C Kenney P.E.	Geotechnical Engineering
10	T Horst R.L.A.	Landscape Architect
11	S Johnson PhD	Environmental
12	L Hasset	GIS Specialist
13	H Jones	Renewable Energy
14	J King R.A.	Architect
15	L King R.A.	Architect
16	K LaManche	Grants Specialist
17	T Madden P.E.	Engineer
18	S Martin P.E.	Structural
19	E Michalencko PhD	Environmental
20	D Miller P.E.	Engineer
21	C Murphy PhD	Environmental
23	G Nelson	Engineer
24	P Olczewski R.L.S.	Surveyor
25	T Piascik P.E.	Engineer
26	T Piascik P.E.	Engineer
27	C Rogers R.A.	Architect
28	T Seeler P.E.	Engineer
29	G Stansbury P.E.	Traffic
30	J Stewart P.h.D./P.E.	Geotechnical Engineering
31	D Sutterby P.E.	Engineer
32	R VanDerWater R.A.	Architect
33	L Yates	Environmental

4 - PhD
 1 - R.L.S.
 1- R.L.A.
 1 - G.I.S. Specialist
 4 - Architects
 1 - P.G.
 15 -P.E.
 2 - Grant Specialists

BALDWIN, SUTPHEN & FRATESCHI, PLLC

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 **

Joseph V. Frateschi

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

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

December 12, 2020

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") for the year 2021 related to 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 2021 FY Budget.

Fee Arrangement.

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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.

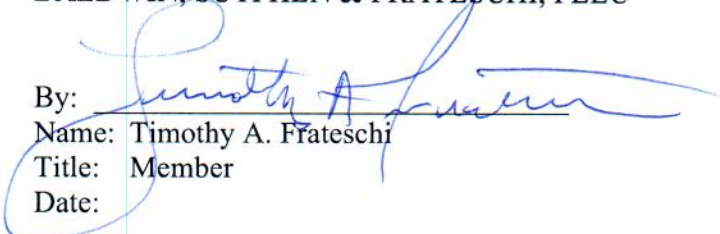
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obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

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 __, 2021 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@mdunncpa.com

December 17, 2020

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.
- 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 stylized, flowing script.

Matthew Dunn, CPA



Town of Manlius

Business 360 Complete Service Agreement

Date
12/14/2020

Presented by:
James LaValle

Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1st day of January, 2021** 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 59 workstations = **\$4,147.70**)
- **\$7.04** per workstation per month – Enhanced Cyber Security
(**\$7.04** x 59 workstations = **\$415.36**)
- **\$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 3 workstations = **\$375.00**)
- **\$78.95** per month – Breach Secure Now - Cyber Security Training and Protection
- **Microsoft 365 Licensing**
 - Microsoft 365 Basic (**\$5.00** x 15 Users = **\$75.00**)
 - Microsoft 365 Standard (**\$12.50** x 36 Users = **\$450.00**)
 - Microsoft Azure IPP P1 (**\$2.00** x 4 Users = **\$8.00**)

Additional Billing

All support performed outside of the Regular Work Day will be charged using the following rate schedule.

- **\$125.00** per hour, pro-rated at 15 minute intervals, for the Services provided during the Regular Work Day.
- **\$187.50** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$250.00** 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 **\$5,786.06 + 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 **1st day of January, 2021** until **31st day of December, 2021**. 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
12/14/2020

Presented by:
James LaValle

Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1st day of January, 2021** 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 57 workstations = **\$4,007.10**)
- **\$7.04** per workstation per month – Enhanced Cyber Security
(**\$7.04** x 57 workstations = **\$401.28**)
- **\$86.95** per month – Breach Secure Now - Cyber Security Training and Protection
- **Microsoft 365 Licensing**
 - Microsoft 365 Apps (**\$8.25** x 2 Users = **\$16.50**)
 - Microsoft 365 Basic (**\$5.00** x 33 Users = **\$165.00**)
 - Microsoft 365 Standard (**\$12.50** x 25 Users = **\$312.50**)
- **\$2,000.00** per month – 24/7 Vehicle Support

Additional Billing

All support performed outside of the Regular Work Day will be charged using the following rate schedule.

- **\$125.00** per hour, pro-rated at 15 minute intervals, for the Services provided during the Regular Work Day.
- **\$187.50** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$250.00** 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 **\$6,989.33 + 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

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6. Agreement related expenses

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

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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 **1st day of January, 2021** until **31st day of December, 2021**. 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



SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2021, 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").

R E C I T A L S:

- A. The Town of Manlius Police Department ("TMPD") is accredited on a four-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, 2021, 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 Contractors 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 1st day of January, 2021 (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, 2021 to December 31, 2021.

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: Michael J. Small
Name: Michael J. Small
Title: President

Local Law Filing

41 STATE STREET, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Manlius

Local Law No. Four (4) of the year 2014.

A local law to authorizing the use of a Best Value award methodology, in the competitive bidding process, for purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the (NYS) Labor Law).

Section One (1). Legislative Intent

The State Legislature and Governor amended General Municipal Law §103 on January 27, 2012 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of best value. The state legislation requires political subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process. Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The "best value" standard for selecting goods and services vendors, including janitorial and security contracts, is critical to efforts to use strategic sourcing principles to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors.

The federal government, approximately half the states and many localities have added best value selection processes to their procurement options, in recognition of these advantages. With the increased complexity of the goods and services that municipalities must obtain in order to serve taxpayers, it is critical to consider selection and evaluation criteria that measure factors other than cost in the strictest sense.

Taxpayers are not well served when a public procurement results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality's performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities' needs, including such important goals as the participation of small, minority and women-owned businesses, and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-

needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services.

Section Two (2). Authority

This local law is adopted pursuant to (NYS) General Municipal Law §103.

Section Three (3). Definitions.

“Best value” shall mean the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in (NYS) Executive Law §310(1), (7), (15) and (20), to be used in evaluation of offers for awarding of contracts for services.

Section Four (4). Requirements.

- A. Where the basis for award is the best value offer, the Town Board shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. The Town Board shall select a formal sealed competitive bidding procurement process in accordance with GML§103 and the Town’s procurement policy and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerers to submit responsive offers; and a balanced and fair method of award. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.
- C. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town Board in its determination of best value.
- D. The Town Board shall develop procedures that will govern the award of contracts on the basis of best value. These procedures shall be included in the Town’s procurement policy and reviewed annually by the Town Board in conjunction with its annual review and approval of the Town’s procurement policy.

Section Five (5). SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstances is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances. Further, in adjudging such invalid provision, the court shall attempt to modify same to a provision which is not invalid, illegal or unconstitutional and which best achieves the intent of the invalid provision.

Section Six (6). EFFECTIVE DATE.

This Local Law shall take effect upon its filing in the office of the Secretary of State and shall apply to the assessment rolls prepared on the basis of taxable status dates occurring on or after such date.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. 4 of 2014 of the (County)(City)(Town)(Village) of Manlius was duly passed by the Town Board of the Town of Manlius on November 5, 2014 in accordance with the applicable provisions of law.

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 19__, and was (approved)(not approved)(repassed

_____ (Name of Legislative Body) _____ and was deemed duly adopted on _____, 199__
(Elective Chief Executive Officer*)
disapproval) by the _____

in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 199__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 19__, and was (approved)(not approved)(repassed after

disapproval) by the _____ on _____, 19__. Such local law was _____ (Elective Chief Executive Officer*)
to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 19__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 19__ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____

_____ on _____ 19____, and was (approved)(not approved)(repassed after
(Name of Legislative Body)

disapproval) by the _____ on _____ 19____ Such local law was subject to
(Elected Chief Executive Officer*)

permissive referendum and no valid petition requesting such referendum was filed as of _____ 19____, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

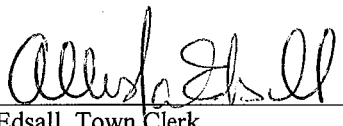
I hereby certify that the local law annexed hereto, designated as local law No _____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 19____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No _____ of 19____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 19____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph one (1) above.

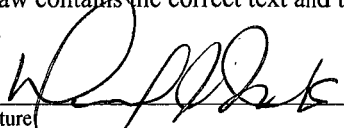

Allison Edsall, Town Clerk
Date: November 5, 2014

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ONONDAGA

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.


Signature
Donald J. Martin

Attorney for
Title
County
City of Manlius

Town ~~Village~~

Date: November 6, 2014

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a countywide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

IN THE MATTER

RESOLUTION

o f

A Resolution Reviewing and Adopting
Amended Purchase and Procurement Policies
for the Town of Manlius Pursuant to General
Municipal Law §104-b.

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of
Onondaga, State of New York, met in regular session at the Town Hall in the Town
of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of
Onondaga, State of New York, on the 19th day of November, 2014 at 7:00 p.m.

The meeting was called to order by Edmond J. Theobald,
Supervisor, and the following were present, namely:

	Edmond J. Theobald	Supervisor
	Karen Green	Councilor
Absent	John R. Loeffler	Councilor
	David M. Marnell Sr.	Councilor
Absent	Vincent Giordano	Councilor
	Jason Cassalia	Councilor
	Nicholas J. Marzola	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, Section 104-b of the General Municipal Law ("GML") requires every Town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law; and

WHEREAS, pursuant to GML§ 104-b the Town has previously adopted internal policies and procedures governing all procurement of goods and services, however due to recent amendments by the State Legislature to the provisions of GML §103 relative to competitive bidding and procurement policies, an update to the Town's policies and procedures is needed; and

**AMENDMENT TO COMPETITIVE BIDDING
CONTRACT/PURCHASE LIMITS**

WHEREAS, effective November 12, 2009 the GML §103 contract/purchase limits were increased from \$10,000 to \$20,000 for purchase contracts and from \$20,000 to \$35,000 for public works contracts, thereby necessitating a modification to the procurement policies of the Town; and

**AMENDMENT TO PERMIT THE AWARD OF PURCHASE CONTRACTS
ON THE BASIS OF BEST VALUE**

WHEREAS, effective November 13, 2013, GML §103 was further modified to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work, on the basis of best value rather

than the lowest responsible bidder; and

WHEREAS, the enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings; for example, taxpayers are not well served when a public procurement results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance; the best value procurement links the procurement policy directly to the municipality's performance requirements, incorporating selection factors, such as useful lifespan, quality and options and incentives for more timely performance and/or additional services; and

WHEREAS, even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities' needs, including such important goals as the participation of small, minority and women-owned businesses, and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services; and

WHEREAS, "best value" means the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or

certified minority- or women-owned business enterprises as defined in (NYS) Executive Law §310(1), (7), (15) and (20), to be used in evaluation of offers for awarding of contracts for services; and

WHEREAS, in order for a political subdivision with a population of less than one million to award contracts on the basis of best value, it must pass a local law authorizing the use of the best value award process; and

**AMENDMENT TO PERMIT PIGGYBACKING OF U.S., STATE OR OTHER
POLITICAL SUBDIVISION OR DISTRICT LET CONTRACTS**

WHEREAS, effective August 1, 2012, a new subdivision 16 was added to GML §103 to authorize political subdivisions and districts therein to purchase apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein;

WHEREAS, GML §103(16) further provides that the contract must be let either to the lowest responsible bidder or on the basis of best value in a manner consistent with GML §103;

WHEREAS, this amendment provides that political subdivisions that wish to make procurements under GML §103(16) through the use of a contract let on the basis of best value must have first authorized the use of best value for awarding their own purchase contracts by local law; and

WHEREAS, based on these amendments to GML §103 the Town Board wishes to

amend its procurement policies to reflect same; and

WHEREAS, such policies may be established and/or modified by duly adopted resolution of the Town Board; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Manlius Town Board does hereby repeals its existing procurement policies, and adopts the following procurement policies and procedures:

2014

TOWN OF MANLIUS

INTERNAL PROCUREMENT POLICY

GUIDELINE 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law §103. Every Town officer, board, department head or other personnel with the requisite purchasing authority ("Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvas of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

GUIDELINE 2.

A. All purchases of:

1. Supplies or equipment which will exceed \$20,000 in the fiscal year shall be formally bid pursuant to General Municipal Law §103.
2. Public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law §103.

B. All estimated purchases of:

1. Less than \$20,000 but greater than \$3,000 require quotes from 3 vendors and will be subject to approval by the Town Supervisor.

2. Highway: Greater than \$3,000 will be subject to approval by the Town Supervisor. Any purchase less than \$3,000 may be subject to approval by the Town Supervisor. Any purchase for salt, diesel, and asphalt that is purchased off State or County contract is not subject to approval by the Town Supervisor.
3. Police: Greater than \$1,000 will be subject to approval by the Town Supervisor. Any purchase less than \$1,000 may be subject to approval by the Town Supervisor.
3. All other Departments: Greater than \$250 will be subject to approval by the Town Supervisor. Any purchase less than \$250 may be subject to approval by the Town Supervisor.

C. All estimated public works contracts of:

1. Less than \$35,000 but greater than \$5,000 require Quotes from at least 3 contractors and will be subject to approval by the Town Supervisor.
2. Less than \$5,000 may be subject to approval by the Town Supervisor.

The purchaser shall compile a list of all vendors from whom quotes and proposals have been requested and the quotes and proposals offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation Supporting the subsequent purchase of contract.

GUIDELINE 3. In addition to the requirements set forth in Guideline 2, all purchases or public works contracts exceeding \$100 must be reviewed and approved by the Town Councilor in charge of purchasing. This Guideline shall not apply to the Town of Manlius Highway Department, the Police Department or items Included in the Town of Manlius Budget provided as to the latter the purchase or contract price does not exceed the budgeted amount by more than 10%.

GUIDELINE 4. Except as provided in Guidelines 6 and 7 hereof, the lowest responsible proposal or quote shall be awarded the purchase or contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the vendor or contractor with the lowest responsible quote or proposal. If a vendor or contractor is not deemed responsible, facts supporting that judgment shall also be documented and file with the record supporting the procurement and the vendor or contractor shall be granted a right to be heard on such issues prior to award.

GUIDELINE 5. If a quote or proposal is received from a local vendor or contractor which approximates or is substantially similar to the lowest quote or proposal

received, the Purchaser may opt to award the purchase contract to said local vendor or contractor. For purposes hereof "local" shall mean its main business premises are located within 50 miles of the Town of Manlius.

GUIDELINE 6. The Town Board may permit the use of best value as a method of awarding contracts in a manner that is in the best interest of the Town. Goods and services procedure and awarded on the basis of best value are those that are proven to optimize quality, cost and efficiency, among responsive and responsible bidders/offers. The determination shall be based on an objective analysis of clearly described and documented criteria as they apply to the rating of bids and offers. Where possible, such determination shall also be based upon and include a quantifiable analysis of the same. The criteria may include, but shall not be limited to, any or all of the following:

- a. Cost of maintenance;
- b. Proximity to the end user if distance or response time is a significant term;
- c. Durability;
- d. Availability of replacement parts or maintenance contractors;
- e. Longer product life
- f. Product performance criteria; and
- g. Quality of craftsmanship.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

GUIDELINE 7. Pursuant to GML §103(16), the Town Board may authorize the purchase of apparatus, materials, equipment and supplies, and contracts for services related to installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. When determining whether the procurement falls within this exception to the competitive bidding process, the Town Board must make a finding that the following three (3) prerequisites have been met:

1. The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein. Therefore, there must be an underlying contract let by one of the listed governmental entities. Contracts developed for use by local governments that are let by private parties (e.g., a private company, association or not-for-profit corporation is the party awarding the contract to the vendor), and not by the United States or any agency thereof, any state or any other political subdivision or district therein, would not fall within the exception.

2. The contract must have been made available for use by other governmental entities. This means that the other governmental entity has taken steps to make its contract available for New York local governments. In general, this would occur by inclusion in the contract let by the other entity of a clause extending the terms and conditions of the contract to other governmental entities. Unilateral offers by vendors to extend contract pricing and other terms and conditions would not fall within the exception.
3. The contract must have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML §103. The Town Board should obtain background information on the procedures used to let the contract, and, as necessary, consult with the Attorney for the Town to determine whether this prerequisite is met.

GUIDELINE 8. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

GUIDELINE 9. Except when directed by the Town Board or the Town councilor in charge of purchasing, no solicitation or proposals or quotations shall be required under the following circumstances:

- a. Emergencies;
- b. Sole source situations;
- c. Goods purchased from another governmental agency;
- d. Goods purchased at auction;
- e. Goods purchased from a correctional facility;
- f. Goods purchased for less than \$250;
- g. Public works contracts for less than \$500

GUIDELINE 10. This policy has been implemented pursuant to General Municipal Law §104, and is intended to provide guidelines that will lend uniformity and structure to the purchasing process in the Town of Manlius. this policy shall not create any obligation or duty on the part of the Town nor shall it serve to create any rights on the part of vendors, purchasers, or citizens to assert any claim whatsoever against the Town or any of its officials or employees for failure to comply with the requirements of this policy.

GUIDELINE 9. This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

RESOLVED, that this Resolution take effect immediately.

The adoption of the foregoing Resolution was moved by Councilor Marnell,
seconded by Councilor Marzola, and
duly put to vote, which resulted as follows

Ayes: 5

Nays: 0

THIS RESOLUTION WAS ADOPTED.

I, ALLISON EDSALL, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 19th day of November, 2014; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due Notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
The seal of the Town of Manlius, this 19th day of November 2014.

DATED: November 19, 2014
Fayetteville, New York

ALLISON EDSALL
Town Clerk of the Town of Manlius
Onondaga County, New York

Meetings – Officers and Designees

Supervisor	Receiver of Taxes
Town Board	Town Manager
Town Clerk	Assessor
Town Planning Board	Director of Codes Enforcement
Highway Superintendent	Town Zoning Board of Appeals
Clerk to Town Justice	Recreation Department
Town Justice	Police Department

Motion to approve the following holidays as official Town holidays:

New Year's Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Good Friday (1/2 day)	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Juneteenth	Monday, June 21, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Columbus Day & Indigenous Peoples Day	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021
Christmas Day (Observed)	Friday, December 24, 2021
New Year's Eve (Observed)	Friday, December 31, 2021

Committee Assignments and Liaison to Committee

<u>Committee</u>	<u>Chairperson</u>	<u>Member</u>
Budget & Finance	Sara Bollinger	Katelyn Kriesel
Economic Development Chamber of Commerce	Katelyn Kriesel	Karen Green
Fire & EMS	Elaine Denton	Sara Bollinger
Personnel & Employee Relations	Heather Waters	Sara Bollinger

Police Committee

Chairperson: Karen Green

Member: Elaine Denton

Also: Mike Crowell, John Abbott, Dan Kinsella, Scott McGrew,

Secretary: Allison Weber

Planning Process Committee

Chairperson: Sara Bollinger

Members: Allison Weber, Randy Capriotti, Jamie Sutphen, Joe Lupia, Katelyn Kriesel

Tree Commission

Co- Chairs: Heather Waters and Stephanie Guereschi

Members: Chris Manchester, Alice Massa, Ellen McCoy, Anne Young

Secretary: Tina Galvin

Critical Response Committee

Member: Karen Green

Member: Elaine Denton

With Villages, F-M, ESM, J-D, Railroad, Police, DeWitt, Onondaga County etc.

Deer Management Committee

Chairperson: Karen Green

Member: Heather Waters

Comprehensive Plan Committee

Chairperson: Heather Waters

Member: Sara Bollinger

Sustainable Manlius

Chairperson: Katelyn Kriesel

Member: Elaine Denton

Department Liaison Assignments:

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

Village Liaisons

Village of Manlius – Katelyn Kriesel
Village of Fayetteville – Sara Bollinger
Village of Minoa – John Deer

Banks:

M&T Bank

Key Bank of New York

Pathfinder Bank

NY Class

Investments – Savings & Certificate of Deposit

Town Board Meeting Schedule 2021

January 13	May 12	September 8
January 27	May 26	September 22
February 10	June 9	October 13
February 24	June 23	October 27
March 10	July 14	November 3
March 24	July 28	November 17
April 14	August 11	December 8
April 28	August 25	December 22

2022 Organizational Meeting – January 5, 2022

Town Board Budget Workshops

September 8, 2021 – 4:00 PM

September 15, 2020 – 4:00 PM

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 \$ 2,310,664 may be expended for general repairs upon (ALL) 111.10 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, 2021.

Supervisor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

The foregoing Agreement is hereby approved this 1st
day of January, 2021.

Rolt A. Cuthbert
Councilor
Town Superintendent of Highways

County Superintendent of Highways

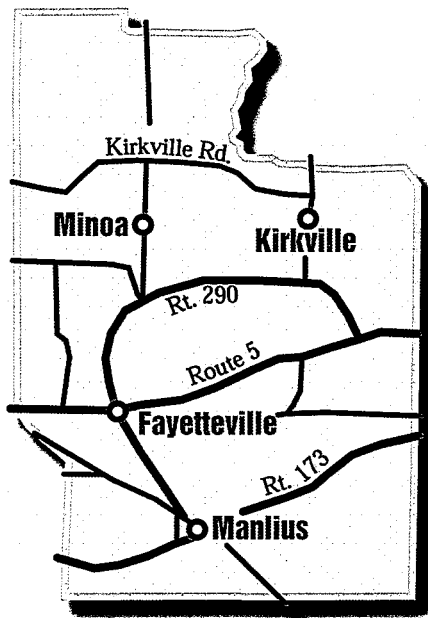
NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. **COPIES DO NOT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

2021

Proposed Road Improvements (subject to changes & updates)	Budget /Credits	Running Balance
Contractual Budget	\$350,341	
Road Repairs Budget	\$799,843	
Subtract for CHIPS Budget Cuts (Up to 20%)	-\$35,627	
Millings Credit YTD		
		\$1,114,557
	Expenses	
Miscellaneous		\$1,114,557
Enders Road	\$165,176	\$949,381
Decoy-Kimball	\$85,538	\$863,843
Edwards Falls	\$51,483	\$812,360
Shadow Rock	\$14,010	\$798,350
Dawley, Jackson, Woodcroft	\$107,788	\$690,562
Bonnie Brae & Balmoral	\$67,905	\$622,657
Strawberry Lane	\$16,326	\$606,331
Churchill	\$191,295	\$415,036
Tobinlea-Pencee-Crysler	\$82,620	\$332,415
Fairlawn	\$182,599	\$149,816
Gulf Road Turn-around	\$456	\$149,361
Ravine Ridge	\$30,150	\$119,211
Cornflower-Maize-Cross Gate	\$107,729	\$11,481
Cedar Bay Oil & Stone 4230' (.8 miles)	\$20,000	-\$8,519
Dabney	\$47,351	-\$55,869
Woodchuck & Lakeview	\$101,970	-\$157,839
		-\$157,839
		-\$157,839
		-\$157,839
Total Left to spend		-\$157,839
CHIPS \$178,108	\$142,487 at 80%	

2020 Road Improvements	Budget /Credits	Running Balance	
Contractual Budget	\$350,341		
Road Repairs Budget	\$799,843		
Subtract for CHIPS Budget Cuts (Up to 20%)	-\$35,627		
Millings Credit YTD 7-15-2020	\$12,904		
		\$1,127,461	
	Expenses		
Miscellaneous	\$9,140	\$1,118,321	
Northfield, Cascade, Fanlight (4532') TOM	\$80,549	\$1,037,772	TOM-Complete
Medical Center Drive (Ricelli)	\$62,960	\$974,812	Riccelli-Complete
Limestone, Stonecrest (3590') TOM	\$82,316	\$892,496	TOM-Complete
Whistling Swan, Aylesbury (4522') (TOM)	\$100,011	\$792,485	TOM-Complete
Penstock, Dycus, Duvall (3273') TOM	\$84,951	\$707,534	TOM-Complete
Fremont Meadows (Suit Kote) 3340'	\$135,672	\$571,861	Suit-Kote--Complete
Changing Seasons, Springview, Summerview (Ricelli) (Suit Kote \$243,506)	\$159,322	\$412,539	Riccelli--Complete
Old Farm, Edgewood, Foxcroft (Ricelli \$139,570) 4010' TOM	\$90,681	\$321,858	TOM--Complete
Upper Hoag Lane (1450') & Cheviot Court (570')	\$46,455	\$275,403	TOM--Complete
Buttonvale (1088')	\$34,892	\$240,511	TOM--Complete
Taylor Road (Suit Kote Quote \$113,788) 2851' (TOM \$60,042)	\$77,125	\$163,386	Riccelli--Complete
Hale Road (Oil & Stone) (.82 miles) Midland \$11,407.81+stones	\$15,756	\$147,630	Midland-Complete
Karker Road (Oil & Stone (.61 miles) Midland \$6,860.73+stones	\$12,981	\$134,649	Midland-Complete
George Taylor Road, Mill & Nova Chip	\$67,001	\$67,648	Midland-Complete
Crack seal, Suit-kote	\$28,398	\$39,250	Suit-kote Complete
Highway Garage back yard	\$20,267	\$18,983	TOM Complete
CHIPS \$178,108	142487	at 80%	
EWR	25877	at 80%	
PAVE NY	32524	at 80%	
Total	200888	at 80%	

TOWN OF MANLIUS, N.Y.
HIGHWAY SPECIFICATIONS



TOWN OF MANLIUS – HIGHWAY SPECIFICATIONS

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2. Definitions
3. Plans
 - SD1 Typical Road
 - SD2 Typical Road with Catch Basin
 - SD3 Standard Catch Basin
 - SD4 Temporary Paved Turn Around &
Easement
4. Guidelines for Execution of Highway Agreement
5. Consent to Lay out a Highway

HIGHWAY CONSTRUCTION AGREEMENT
TOWN OF MANLIUS

THIS AGREEMENT, made this _____ day of _____, 20____
by and between _____ hereafter called the Developer and
the Town of Manlius, in the County of Onondaga, State of New York, hereinafter called the
Town:

WITNESSETH:

WHEREAS, a deed to certain land for STREET PURPOSES has been offered by the
Developer to the Town, dated the _____ day of _____, 20____ and

WHEREAS, the Town Board of the Town is willing to accept said deed subject to the
execution of this agreement, and subject to the approval of the Town Attorney;

NOW, THEREFORE, in consideration of the acceptance of said deed, the acceptance and
opening of said streets and consideration of their mutual promises, it is hereby agreed by the
parties hereto as follows:

Section 1. GENERAL PROVISIONS:

a. That the name or names of the said street or streets and the length of each, respectively,
are as follows:

NAME	LENGTH	X (\$)	SECURITY REQUIRED
TOTALS			

b. That the Developer shall perform and complete the grading, draining, graveling,
surfacing and construction of the streets above named in accordance with Town specifications on
the land described and conveyed in the above-mentioned deed.

c. That the Developer shall maintain said streets in a safe condition and in good repair until
the Town Board shall have adopted and resolution accepting and opening said streets.

d. That the Developer shall immediately make any repairs deemed necessary by the Town
Highway Superintendent upon written notification thereof.

e. Unless otherwise provided, the Developer agrees to offer for dedication to the Town with
the completed road all sewer; water detention basins; swales; and drainage lines located in the
road right-of-way and other rights-of-way as shown on final subdivision plans. Where drainage
easements encumber in excess of 50% of the entire area of a lot, the Developer agrees to offer
the entire lot area for dedication to the Town. The Town may in its sole discretion accept or
reject all or any portion of such areas offered for dedication.

Road dedicated to Town on: _____

f. That the grading; draining; graveling; surfacing; and construction of said streets, the
grading of lands adjacent to said utilities and services including all manholes, catch basins,
drains, detention basins, swales, valve boxes, curb boxes, hydrants and appurtenances installed
by the Developer shall not deviate from, and shall conform exactly to the Final Subdivision Plans
and amendments thereto as approved by the Planning Board; that all of the foregoing shall be
performed and constructed in such manner that all will function properly and that the Developer
shall be solely responsible for the proper functioning thereof and hereby assumes such
responsibility.

g. Developer shall submit a letter by a licensed surveyor certifying that all monuments have been installed as shown on the Final Subdivision Plan.

h. That in the event that it becomes necessary to make any change from the Final Subdivision Plan in order to secure the proper functioning of any items specified or otherwise, no change shall be made or attempted until after having obtained approval in writing by the Planning Board of an amendment to the Final Subdivision Plan accordingly.

Plans amended on: _____

i. That no utility or service or any part or appurtenance thereof including manholes, catch basins, valve boxes, curb boxes, hydrants, and drains shall be raised, lowered or otherwise changed, altered or moved except after the Developer has given to the Town Engineer a copy of such approved amendment at least 48 hours before the work is scheduled to be performed and except upon attendance and complete supervision by the Town Engineer of the performance of the work under such amendment; that in the performance of the work under such amendment the Developer will comply with all additional orders made or issued by the said Town Engineer.

j. That the burden of applying for and obtaining approval of amendments to the Final Subdivision Plan and of obtaining all other approvals, permits and consents shall rest solely upon the Developer.

k. That the Developer shall perform and furnish all work, labor and services and shall furnish and supply all materials to carry out all provisions of this agreement at its sole cost and expense.

l. The Developer shall file a completely executed "Certificate of Completion", *indicating the road is ready to enter into its 1(one) year provisional period*, signed by Highway

Superintendent on _____ and filed with the Town Clerk of the Town on or before the _____ day of _____, 20____

m. No materials or supplies for the work shall be purchased by the Developer or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Developer warrants that he has good title to all materials and supplies used by him in the work free of any liens. Nothing in this agreement shall be considered as vesting in the Developer any right of property in the materials used, after they have been attached or incorporated in the work or in the soil but all such materials shall upon being so attached or incorporated become the property of the Town.

n. During the Highway Construction Phase, the Developer shall provide the Highway Superintendent with copies of all asphalt delivery tickets on any asphalt paving done on the roads within the boundaries of the Highway Agreement. The ticket information will be used to ascertain that minimum yield requirements are being met. A description of the placement boundaries, i.e., station location, areas, etc. is also required. These requirements must be met before the Certificate of Completion will be issued.

o. Upon completion of binder coat and construction of all utilities, of which will require approval of the Town Engineer and Highway Superintendent, the Developer shall be eligible for a 50% reduction in security held by the Town.

p. That upon completion of construction, the Developer shall furnish and cause to be filed in the office of the Town Clerk and in the office of the Town Highway Superintendent a "Certificate of Completion" made and signed by the Town Highway Superintendent on the form attached hereto marked "Exhibit A" (*provisional*) certifying that all work required to be performed under this agreement has been performed fully in accordance with this agreement. This certificate may be completed and filed only when ALL work required by the Highway Construction Agreement, including placement of the binder and topcoat, is completed within 1 year of each other and is satisfactory to the Highway Superintendent. The guarantee period under the Highway Construction Agreement does not begin until this "Certificate of Completion" is filed by the Developer with the Town Clerk of the Town. Once the "Certificate of completion" is filed, the Developer is eligible for a 95% reduction in security. The balance of 5% shall be retained by the Town as security for 1 year, which can be used to repair any defects during that period.

Date of 95% reduction _____

Date of topcoat: _____

q. The Developer hereby guarantees all the work and materials furnished under this agreement against defects in workmanship or materials for a period of one year following the date of filing of the Certificate of Completion in the Town Clerk's Office. Under this guarantee, the Developer agrees to make good, without delay, at its sole cost and expense, any project defect due to faulty materials, construction or installation.

r. At the expiration of one year from the date of filing of the Certificate of Completion in the Town Clerk's Office, the Town Highway Superintendent shall make an inspection of all construction under this agreement. The Town Highway Superintendent shall notify the Developer of all defects and of all work required to be performed under the guarantee provisions of this agreement.

s. The Developer shall forthwith correct such defects and perform all other work required to be performed under the guarantee provisions.

t. When the inspection by the Town Highway Superintendent confirms that all work required to be performed under this agreement has been performed satisfactorily and that all defects have been corrected and all work under the guarantee provisions has been performed satisfactorily, the Town Highway Superintendent shall file in the Town Clerk's Office a Release of Guarantee of Highways using the form attached hereto, marked "Exhibit B".

u. Thereafter the Developer shall furnish and file in the Office of the Town Clerk an Affidavit showing that there are no liens or claims affected the work under this agreement using the form attached hereto marked "Exhibit C".

v. Upon the filing in the Town Clerk's Office of the Release of Guarantee of Highways together with the Affidavit of No. Liens, the Town Board shall consider the adoption of a resolution accepting and opening said highways.

w. The Developer acknowledges that Section 127-10(C) and 127-34(E) (6) of the Code of the Town of Manlius, New York impose certain fees and costs payable to the Town in connection with the subdivision of land.

Section 2. INSURANCE REQUIREMENTS:

a. The Developer shall furnish to the Town Clerk

One ORIGINAL POLICY OF Insurance OR one CERTIFIED COPY OF THE ORIGINAL Policy of Insurance for each of the several kinds of insurance specified in paragraph "b" of this Section. All of such policies shall be delivered to the office of the **Town Attorneys, Town of Manlius at 301 Brooklea Drive, Fayetteville New York 13066.** The Developer shall procure and maintain at his expense without expense to the Town all of the insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer, his subcontractors and the Town from any and all liability for claims which arise from operations under the contract.

b. The kinds and amounts of insurance required are as follows:

- (1) Workmen's Compensation Insurance. A policy covering the obligations of the Developer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workmen's Compensation Law, covering all operations under the agreement, whether performed by the Developer or by his subcontractor.

The Developer shall keep insured during the life of this agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142). **The life of this agreement shall expire upon the acceptance and opening of the streets by Resolution of the Town Board of the Town of Manlius Liability Insurance.**

Policy or policies naming the Developer as the insured, except as otherwise provided below, shall be furnished as follows:

Coverage	Limits of Liability	
	Bodily Injury	Property Damage
Contractor's Public Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Contractor's Protective Public Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Contractual Liability Insurance Insuring Developer (*See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Completed Operations Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Automobile Liability Insurance Insuring Developer	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Owner's Protective Liability Insurance Insuring Town of Manlius (†**See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000
Owner's Landlord's and Tenant's Liability Insurance Insuring Town of Manlius (‡***See Below)	Each Person \$1,000,000 Each Occurrence \$2,000,000	Each Occurrence \$1,000,000

All of the above coverage shall remain in effect until adoption of a resolution by the Town Board accepting and opening all of the streets to be constructed under this agreement.

- c. The Developer, at its sole cost and expense, shall provide Title Insurance on all roads offered for dedication to the Town, the principal amount of said insurance to be fixed by the Attorney for the Town in the exercise of his discretion.

Section 3. SECURITY

The Developer shall deposit the sum of \$_____ cash or equivalent with the Town Supervisor as security for the faithful performance of all the terms of this Agreement. Such security shall be determined by the Town Engineer and Highway Superintendent based on the length, width and depth for binder cost of material and construction cost to build the road (labor, material and equipment). If the Developer does not carry out the terms of Section 1 of this agreement, the Town may perform, or cause to be performed, all of this agreement and may apply all or any part of such security in reimbursement of the costs incurred thereby. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board of the Town. Upon the adoption by the Town Board of the Town of a resolution accepting and opening all the streets to be constructed under this agreement, the Town Supervisor shall release and deliver up the security furnished upon this Section 3 less such sums as may have been expended hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and the day and year.

(SEAL)

(DATE) _____

Developer Signature

Print Name

§*** Shall cover liability for damages imposed by law upon the Town and the Town Highway Superintendent, and all employees of the Town both officially and personally, with respect to temporarily opening to vehicular traffic any portion of the Town streets under this agreement.

Print Name

STATE OF NEW YORK)
) ss.:
COUNTY OF)

NOTARY PUBLIC

EXHIBIT A

CERTIFICATE OF COMPLETION****

I, the undersigned, the Highway Superintendent of the Town of Manlius, do hereby certify that I have examined the Highway Construction Agreement, including Exhibits A through C being part of said Agreement, dated _____, 20 ____, between

_____ and the Town of Manlius for construction of said highways in the _____ Tract in the Town of Manlius.

I further certify that I have inspected or caused to be inspected all of the work required to be performed fully in accordance with said Agreement and that all the work required to be performed under said Agreement has been fully performed.

Dated: _____, 20 ____.

Highway Superintendent Signature

Print Name

****This Certificate may be completed and filed only when all work required by the Highway Construction Agreement, including placement of the topcoat, is complete and satisfactory to the Highway Superintendent. The guarantee period under the Highway Construction Agreement does not begin until this Certificate of Completion is filed by the Developer with the Town Clerk of the Town of Manlius.

EXHIBIT B

RELEASE OF GUARANTEE

I, the undersigned, the Highway Superintendent of the Town of Manlius, do hereby certify that I have examined the Highway Construction Agreement including Exhibits A through C being a part of said Agreement dated _____, 20 ____ between _____ and the Town of Manlius for construction of highways in the _____ Tract in the Town of Manlius; that I have inspected or caused to be inspected all work required to be performed under said agreement, including all work, if any, performed under the guarantee provisions of this agreement; that all work performed has been fully in accordance with said agreement; that all the work required to be performed under said agreement has been fully performed; and, that all defects have been corrected and all work under the guarantee provisions has been satisfactorily performed or, that my inspection discovered no defects and thus no work was required under the guarantee provisions of the agreement.

Dated: _____, 20 ____.

Highway Superintendent Signature

Print Name

EXHIBIT C

AFFIDAVIT OF NO LIENS

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

_____, being duly sworn, deposes and says:

1. That I reside at _____, New York.
2. That I am the _____ of _____, the corporation, and (the person, one of the persons) described as the Developer in a certain agreement with the Town of Manlius for the construction of highways in the _____ Tract in said Town of Manlius, which agreement bears the date of _____, 20_____.
3. That the claims of all subcontractors, material men, laborers and all other persons and parties furnishing labor, equipment and materials with respect to the above-mentioned contract have been paid in full and satisfied.
4. That this affidavit is made for the purpose of furnishing evidence to the Town of Manlius as to the satisfaction of all claims against the Developer relating to or arising out of the furnishing of labor, equipment or materials in connection with the work to be performed thereunder; and is made with the intent that the Town of Manlius rely hereon and in order to induce the said Town to accept and open the highway(s) described in said agreement, and for all the intents and purposes specified in Article 3-A of the Lien Law and Article 155 of the Penal Law of the State of New York.

Developer Signature

Print Name

Subscribed to and sworn to before me

this _____ day of _____, 20_____

SEAL

Notary Public

**Importing Clean Fill into lands
to be dedicated to the
Town of Manlius, New York**

Developer:

Only the following clean fill material shall be brought into lands to be dedicated to the Town of Manlius, New York listed in Section A below:

Allowed Material:

Recognizable uncontaminated soil or rock that has not been in contact with a spill from a petroleum product, hazardous waste, or industrial waste, and that is not comingled with any other solid waste. NO CONCRETE, DEBRIS, PIPES, STUMPS, OR BRUSH ALLOWED

Assurance of No Contamination:

The company or contractor bringing material into lands to be dedicated to the Town of Manlius, New York is solely responsible for ensuring that the material imported is not contaminated with substances above applicable limits set by NYSDEC and/or the U.S. Environmental Protection Agency. The company or contractor shall submit in writing all appropriate documentation stating that all imported materials are free of contamination.

Site personnel involved with the excavation project will participate in a briefing session concerning the plan and the need to be vigilant during the excavation process so that there is no material which appears to be out of character with the surrounding soils, with attributes such as staining, odors, oily substances or the presence of apparent contaminants of unknown composition or origin. The contractor or company shall be responsible for the removal and cleanup of any material not considered clean fill as described above. Any necessary cleanup activities and/or consequential costs, monetary fines and other damages to the Town of Manlius will be paid by the contractor.

Section A

Contractor, Construction Project Name, and Location where clean fill is being brought from

Contractor/Company Name: _____

Contractor's Address/Phone: _____

Name of Project: _____

County/Town/Village: _____

Project Location/Address: _____

The company and/or contractor represents and warrants that the material being brought onto the Town's land or easement does not contain any contamination as set forth above.

The company and/or contractor hereby agrees to defend, indemnify and hold the Town harmless for any breach of violation of this agreement:

Print Name

Representative's Signature

Authorized Contractor's Representative

This signed from must be returned to the Town of Manlius **before** any clean fill in imported.

entrances to private driveways, and driveway culverts shall be installed when directed by the Highway Superintendent. Catch basins shall be installed along the gutter at 400 foot intervals or less when considered necessary by the Highway Superintendent and/or the Town Engineer.

1. Storm sewers for residential subdivisions shall be designed based a 10 year frequency and as outlined by current NYSDEC rules and regulations. Special structures and facilities such as detention basins may be required by the Town Engineer when conditions warrant.
2. Finish grade of all lot corners must be indicated on the final plan. Rough grading of individual lots shall be within 6" of the indicated finish elevation. Building permits will not be issued until this has been accomplished.
3. Requirements as mandated by all regulatory agencies in addition to those of the Town must be complied with. All necessary permits must be obtained by the Developer.

E. UTILITIES

All utilities shall be located within the road right-of-way of the Town of Manlius wherever possible. Easements containing utilities and ditches outside the right-of-way must be properly described and will be subject to approval by the Town Planning Board. All utilities, including laterals, to be installed before construction of the sub-base course.

F. HIGHWAY AGREEMENT GUARANTEE

A certified check, bond, or other security acceptable to the Town in the amount agreed upon with the Highway Superintendent, as to the value of the work to be performed by the developer, shall be deposited with the Town Clerk of the Town of Manlius before any building permit is issued, to insure completion as to time and specifications. This deposit shall be returned at the time of satisfactory completion of the work as indicated by the Highway Superintendent.

A certified check, bond, or other security acceptable to the Town in the amount of 5% for the roadway construction cost will be offered as a retainer for a period of one year after final acceptance of the road by the Highway Superintendent as a guarantee against any repairs within that period.

G. SIGNAGE

All proposed traffic control and street identification signage shall be submitted with final engineering drawings for review and approval by the Highway Superintendent and shall be completed in accordance with the New York State Manual of Uniform Traffic Control Devices, latest edition.

4. ROUGH GRADING OF ROADS

A. GENERAL

The Developer shall remove all rock, earth and other material required by the plans for the full width of the roadway. He shall dispose of this material as required.

Earth embankments shall be constructed to established lines and grades for the full width of the roadway at the location shown on the plans. Embankment material shall be natural soil, free from excessive moisture, frost, stumps, tree roots, sod, muck, marl, vegetation or other unsuitable material.

Where embankments are to be placed underwater, only acceptable granular material shall be used with prior approval of NYSDEC and the U.S. Army Corps of Engineers. All materials shall be suitable for compaction in layers not exceeding eight inches in thickness and shall remain stable when wet.

B. STRIPPING

1. DEFINITIONS

DEVELOPER'S ENGINEER: Refers to the Professional Engineer employed by the developer to supervise the work of the Developer and thereafter certify to the Town that the items of work constructed by the Developer are built in accordance with the Approved Plans. At completion of all work, a complete set of "As-Built" drawings shall be submitted to the Town. This set of drawings shall be certified as being correct by the Developer's Engineer.

TOWN ENGINEER: Is that person or firm employed or retained by the Town to represent and/or advise the Town in all matters of an engineering nature.

HIGHWAY SUPERINTENDENT: Refers to the Superintendent of Highways employed by the Town.

DEVELOPER: Is that person, company or corporation that is the owner of the lands as shown on the final approved subdivision plan. The Developer will be responsible for full compliance to these specifications as well as any existing subdivision and zoning regulations of the Town of Manlius. The Developer will require any Contractor employed by him to perform the construction work to comply with the above mentioned specifications and regulations.

ROADWAY: Is that portion of the right-of-way that is disturbed for purposes of constructing the road section including pavement, gutter, ditches and back slopes.

2. PLANS

Plans showing original ground elevations and finished grades, centerline profiles, typical cross-section and proposed drainage facilities shall be submitted to the Town Board and the Highway Superintendent before final approval can be given. No construction shall be commenced until such approval has been given.

3. STANDARDS (see Town Subdivision Regulations Chapter 127)**A. GRADES**

The road grade shall not be less than 1.0% nor more than 7% for minor roads and 5% for cul-de-sacs and hammerhead turn arounds unless otherwise approved by the Highway Superintendent. The road grade at intersections shall not exceed 3% for a distance of 100 feet in any direction from the point of intersection.

B. RIGHT-OF-WAY

The right-of-way deeded to the Town shall not be less than 60 feet in width and with a 60 foot radius at the cul-de-sac -turn-arounds. The back slope from the edge of the roadway to the right-of-way shall not exceed 5% wherever practical and shall be graded to conform in general with the road grade.

C. CURVES

The horizontal curve shall not exceed a minimum radius of 150 feet on minor streets and cul-de-sacs. Longer radii are required for major streets as stated in the subdivision regulations.

D. DRAINAGE

The pattern of drainage shall be included in all road plans. This plan to clearly indicate: 1) The direction of flow of all surface water; 2) the location, size and type of drainage structure; and 3) Notation as to final point of discharge of the surface water. No storm drains shall be less than 12 inches in diameter. Developers must make suitable

Prior to the commencement of excavation of fill, stripping shall be conducted to remove all topsoil, roots, organic matter, rubbish or other debris for the full width of the pavement and adjacent disturbed land.

Usable topsoil from stripping may be stockpiled for future use at approved locations outside the limits of the road right-of-way. All work to be completed under current SPDES permit conditions of the Town of Manlius

C. MATERIALS TO BE USED

If there is not sufficient excavated material of a suitable quality at the site to complete the embankment, subgrades and backfilling to the required lines and grade, the Developer shall borrow the necessary additional materials. The source and acceptability of the borrow material shall be subject to approval of the Town Engineer or the Highway Superintendent.

The Developer shall request approval of proposed borrow areas at least five days before taking any material from such areas. All test pits, explorations and laboratory tests required by the Highway Superintendent or Town Engineer shall be done by the developer at his own expense.

D. PLACING

In general, embankment materials shall be placed in horizontal layers not exceeding eight inches in thickness measured prior to compaction. Stones, if any, shall not exceed four inches in greatest dimension and shall be well distributed through the mass. Each layer of embankment material shall be roughly tamped or rolled to the required degree of compaction at optimum moisture content by sheepsfoot or pneumatic rollers, mechanical tampers or vibrators. Successive layers shall not be placed until the layer under construction has been thoroughly compacted. Trucks or other heavy equipment shall not be operated over pipelines until a minimum of 18 inches of backfill above the crown of the pipe has been placed and properly compacted.

E. COMPACTION CONTROL

Embankment shall have a minimum dry density of 95 percent of the maximum dry weight density in pounds per cubic foot as determined by the AASHTO standard density test or the Proctor compaction test. Compaction tests shall be performed on a daily basis or as may be deemed necessary by the Highway Superintendent or the Town Engineer. Such tests shall be performed by qualified laboratory personnel at the Developer's expense. When the test results indicate that insufficient compaction has been obtained in any layer, the Developer shall take such action as the Highway Superintendent or the Town Engineer may direct to modify or alter the moisture content of the soil, to provide additional compaction or otherwise to increase the in-place soil density.

5. PREPERATION OF SUBGRADE

The Developer shall prepare the subgrade to receive the pavement in conformity with the lines and grades as shown on the plans. Before the sub-base course material is placed upon the subgrade, it shall be shaped to line and grade and compacted with an approved self-propelled roller weighing not less than 10 tons. All hollows and depressions which develop under rolling shall be filled with acceptable granular material and shall again be rolled. Granular materials used to fill depressions shall consist of approved hard, durable particles 100% of which shall pass a ½ inch sieve and not more than 5% of which shall pass No. 200 sieve. This process of shaping and rolling and filling shall be repeated until no depressions develop. The subgrade shall not be muddy or otherwise unsatisfactory when the sub-based material is placed upon it. If soft spots develop during the rolling, the material shall be removed and replaced with acceptable granular material above.

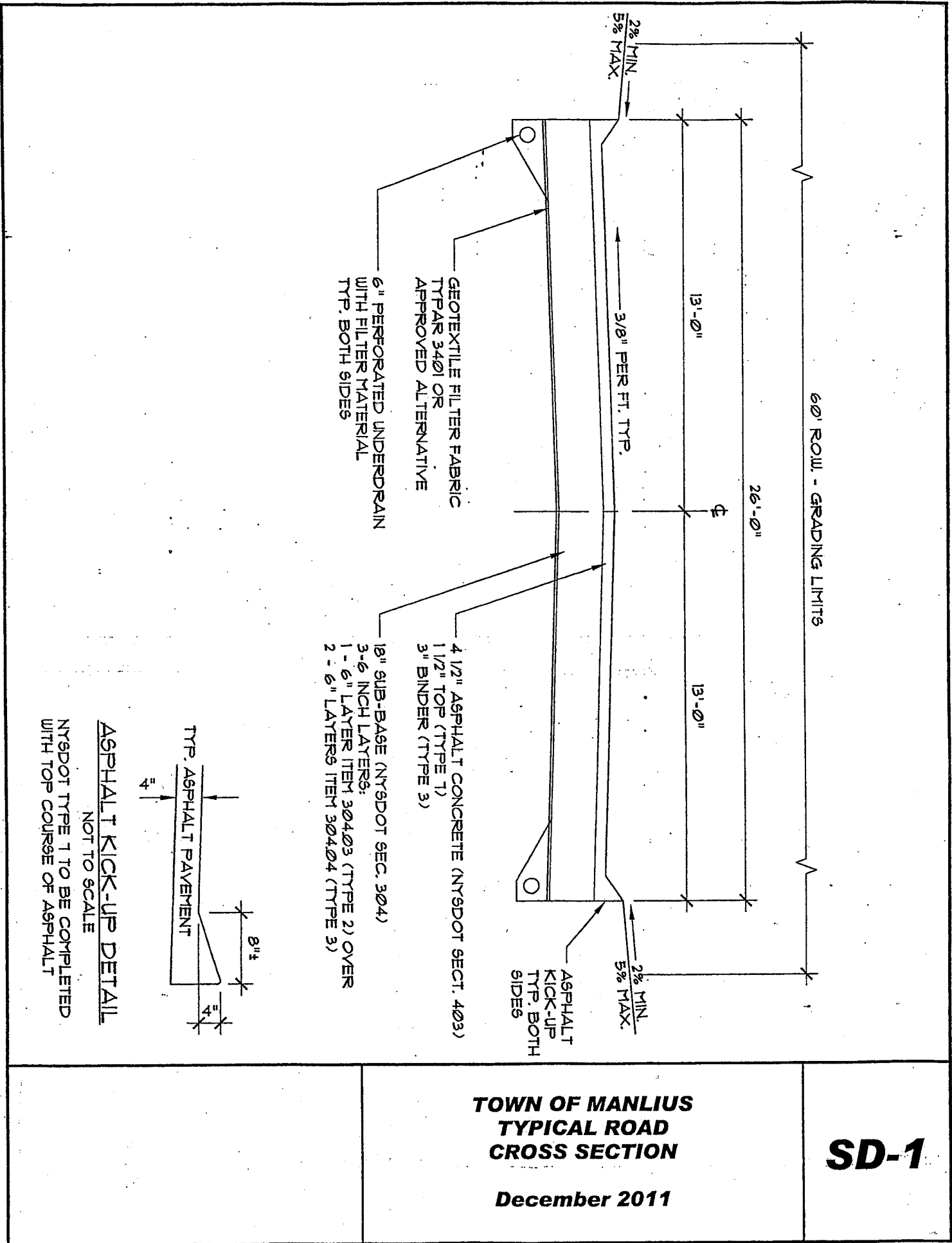
6. ROAD CONSTRUCTION

Details of road construction shall be as shown on the attached drawings titled Residential Road Specifications, Town of Manlius.

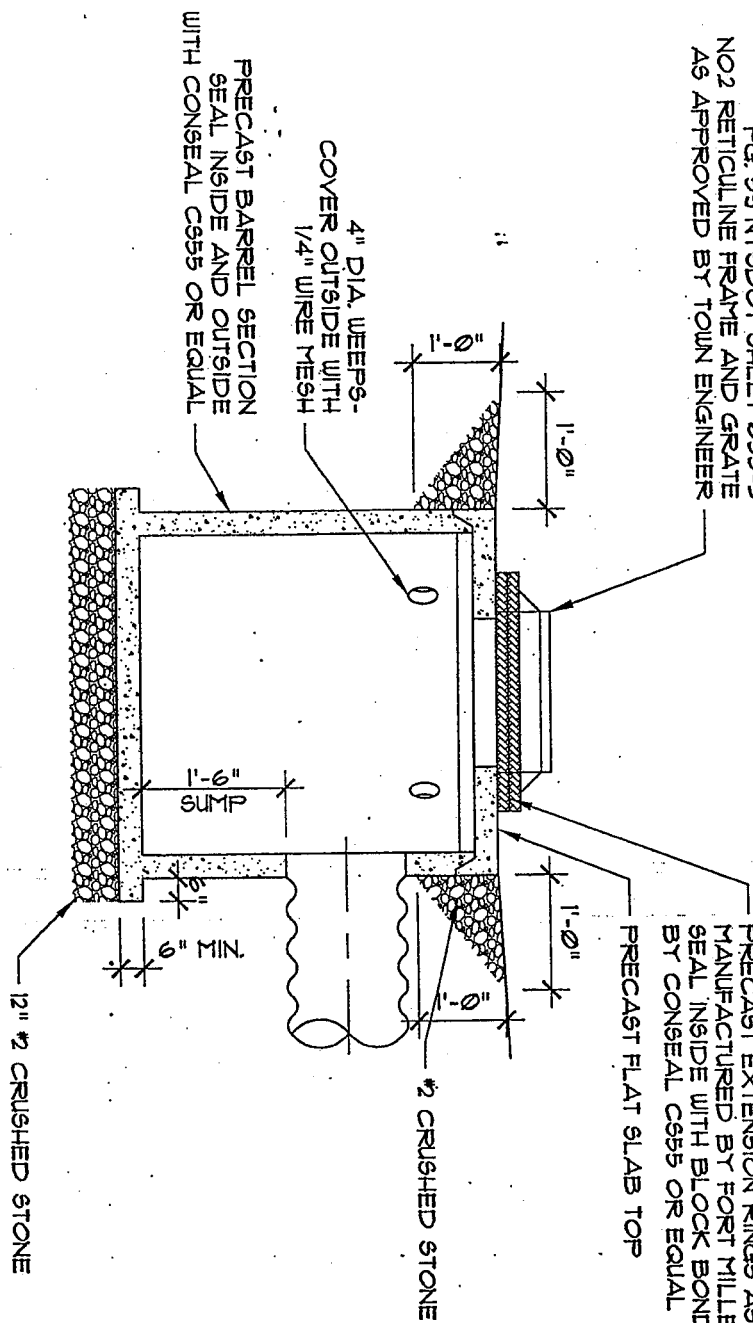
1. SD-1 Typical Road Cross Section
2. SD-2 Typical Road Cross Section with Catch Basin Location
3. SD-3 Standard Catch Basin
4. SD-4 Temporary Paved Turn Around and Easement

7. SPECIAL CONDITIONS

- a. Rough Grading must be completed before the construction of utilities is commenced.
- b. The Subgrade must be inspected and approved by the Highway Superintendent before the Sub-base Course is placed.
- c. The Sub-base Course must be inspected and approved by the Highway Superintendent before the Binder Course is placed.
- d. The Top Course of asphalt pavement shall not be placed until permission is obtained from the Highway Superintendent.
- e. No certificate of occupancy for houses constructed on new roads will be issued until the road construction is completed and necessary approvals obtained. Approval to be obtained from the Highway Superintendent. A letter of Certification by the Developer's Engineer will be required under circumstances where the Highway Superintendent has not inspected and approved the construction procedures outlined above.



PRECAST EXTENSION RINGS AS
MANUFACTURED BY FORT MILLER CO., INC.
SEAL INSIDE WITH BLOCK BOND FOLLOWED
BY CONEAL C555 OR EQUAL

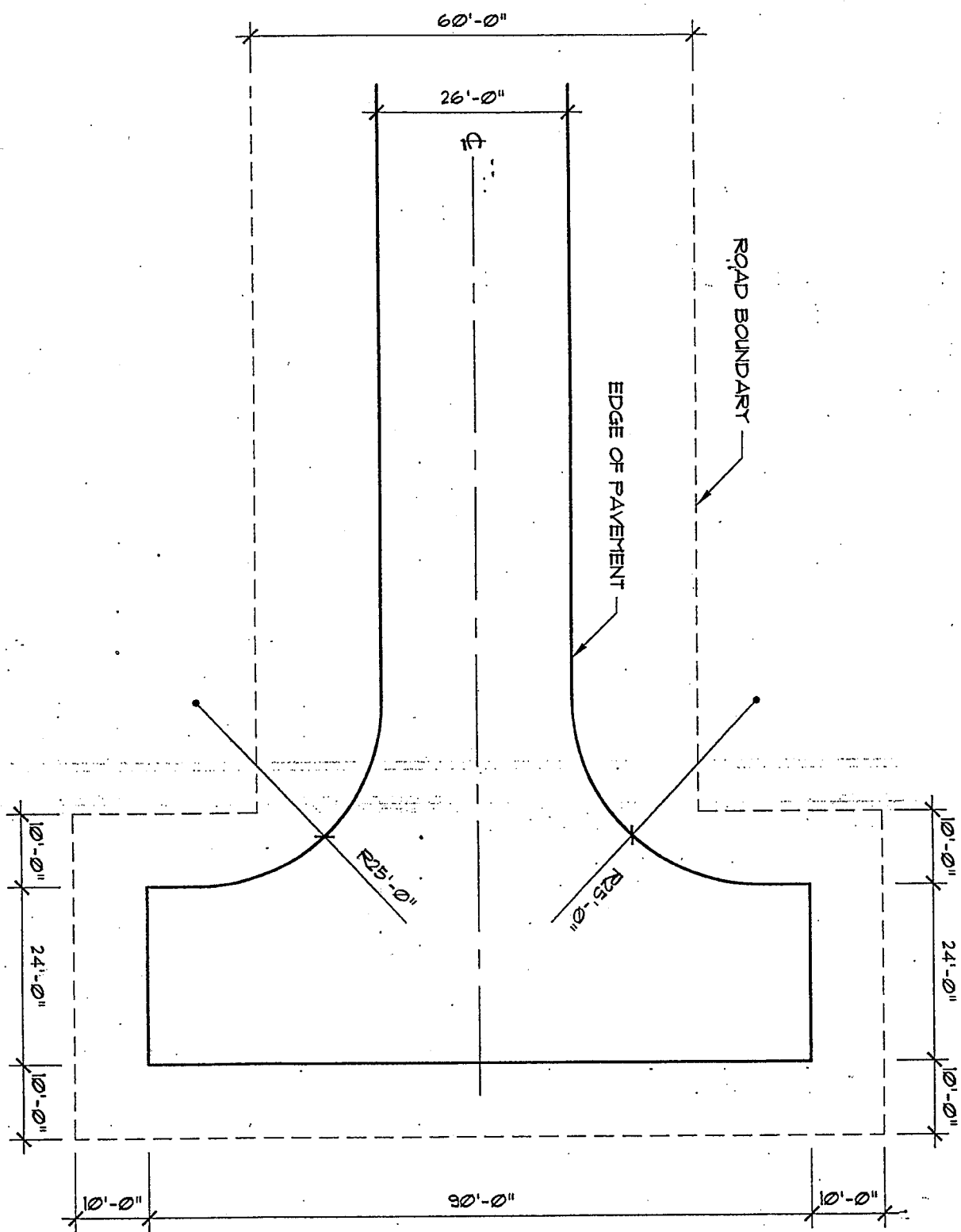


ALL STRUCTURES AND APPURTENANCES
TO COMPLY WITH H-20 LOADING
CRITERIA SUBJECT TO APPROVAL OF
TOWN ENGINEER

**TOWN OF MANLIUS
STANDARD CATCH BASIN**

December 2011

SD-3



**TOWN OF MANLIUS
TEMPORARY PAVED TURN AROUND
AND EASEMENT**

December 2011

SD-4

GUIDELINES FOR EXECUTION OF HIGHWAY AGREEMENT
TOWN OF MANLIUS
2012

The following prerequisites must be provided with the appropriate documentation to the Town Attorney two weeks prior to any consideration by the Town Board for the authorization of any Highway Agreement for any subdivision in the Town of Manlius. Please read carefully and submit the proper originals and copies with original signatures.

- "Application to Lay out a Town Highway, Dedication, and release of Damages" form properly completed and executed in triplicate, with legal description attached.
- "Consent of Town Board to Lay out a Highway" properly completed in triplicate.
- "Highway Construction Agreement" form properly completed with all exhibits attached. Specifically, the name of all streets with the appropriate length in feet and the appropriate security required must be completed in section "19a0". Furthermore, the date of completion of highway must be set forth in Section 1(k), and this date must be within one year of the date of the execution of the Highway Agreement. The Highway Agreement will be dated when the Supervisor is authorized to execute the same. The Agreement must be filed in triplicate with each one of the three copies properly executed and notarized. If the Application is a corporation, the corporate seal must be properly affixed.
- Copies of all original policies of insurance or certified copies of the original policies of insurance complying fully with the requirements on Section 2 of the Highway Agreement must be supplied. Note, that aggregate limits are not acceptable. The copies of insurance must be accompanied by a letter from the insurance agent or agents issuing such insurance stating that the agent has read the proposed Highway Agreement and specifically has read Section 2 dealing with the insurance requirements; and that he/she is aware that the insurance shall be maintained by the Developer until the acceptance and opening of the roads by Resolution of the Town Board of the Town of Manlius. The agent's letter must specifically certify that no policy may be terminated without 30 days written notice to the Town of Manlius.
- A fee title insurance policy issued by an acceptable title insurance company insuring a fee simple ownership of the proposed highway in the Town of Manlius must be obtained by the Applicant. The title insurance must also protect the Town's interest in all easements or other real property rights to be conveyed to it pursuant to the Highway Agreement, or pursuant to any other requirements of the Planning Board or any Special District formation. For purposes of execution of the Highway Agreement, the Town Board will not accept a preliminary report on title showing ownership in the Applicant free from any exceptions which would impair the interest of the Town of Manlius. The Applicant must supply a receipted bill free from the title company showing that all fees for the issuance of the preliminary and final policy to the Town of Manlius and all recording costs have been paid by the Applicant. The final title policy should be provided to the Town as soon as it is available. [Please note that the security posted pursuant to the Highway Agreement will not be reduced until a final title insurance policy has been issued.] The amount of the title insurance coverage must be in an amount at least equal to the security posted pursuant to the terms of the Highway Agreement. Any items shown in the preliminary report of title must be resolved to the satisfaction of the Town Attorney prior to the submittal of the Highway Agreement to the Town Board. If a mortgage, easement, or other encroachment exists on the property, a release or a Subordination Agreement will be required also.
- All deeds must be properly executed and submitted for approval. All other documents, including any bills of sale, easements or rights-of-way must be submitted and approved. All real property descriptions, whether for fee transfers or easements, must be metes and bounds descriptions. Please also provide us with a properly executed Transfer Grains Affidavit for each deed, and an Equalization and Assessment Form properly filled in so that we may have it executed by the Town Supervisor.
- Bills of Sale for all sewer lines, pipes, manholes, together with any and all personal property relating to the construction of the sewer lines, sanitary sewers, or water lines within the particular subdivision must be properly executed and submitted for approval.
- A copy of the final subdivision map to be filed must be submitted in duplicate.

- A letter from the Highway superintendent approving all specifications, plans and contract drawings for the highway must be submitted.
- Adequate security in an amount to be determined by the Highway Superintendent shall be submitted. This security may be in the form of a cash deposit with the Town Clerk or in the form of a bond or letter of credit to be approved by the Town Attorney. Any letter of credit must be irrevocable and may be terminated by the Bank only after submission to the Town Board of a written notice 30 days prior to termination. The letter of credit must also state that the Bank will advise the Town Attorney of the expiration of said letter of credit 30 days prior to the expiration date. The letter of credit or bond must be valid until at least three months after the one-year guarantee period has lapsed and the Town will require that the letter of credit or bond be extended if necessary. Early termination of the letter of credit or bond constitutes a default under the Highway Agreement.
- All deeds conveying any lots in the subject subdivision after the filing of the appropriate map must in the description convey the lot "Subject to the rights of the Town of Manlius in the Streets and Easements shown on the Subdivision Map. All deeds must be full warranty deeds with the appropriate lien covenant. All Bills of Sale must have full warranties of ownership and be free from liens or encumbrances.
- Letter from the Developer stating that "As Built" drawings will be submitted upon completion of the roads. (Please note that the security posted pursuant to the Highway Agreement will not be reduced until acceptable "As Built" drawings have been submitted to the Town, one set delivered to the Highway Department and one set delivered to the Engineering Department.)
- Highway Agreement fee of \$700.00 paid to the Town of Manlius.
- All recording fees, title insurance charges, bond costs, insurance premiums, and other charges must be paid by the Developer.
- Upon approval of the Highway Agreement by the Town Board:
 - Copies of all documents will be sent to the Town Clerk;
 - Warranty Deed to the Town of Manlius, bills of sale, and any easement agreements, etc. will be recorded;
 - The Town attorney will inform the Chairman of the Planning Board that he may sign subdivision maps; and
 - The developer is required to obtain a final title policy from the title company.
- Upon completion of highway construction:
 - The Developer shall submit Exhibit "A" Certificate of Completion executed by the Town Superintendent of Highways, which will be filed in the Town Clerk's Office. The year guarantee period will not start to run until the Certificate of Completion is filed in the Town Clerk's Office.
 - Upon the filing of the Certificate of Completion and after the Town has been provided with a final title insurance policy in accordance with paragraph 5 hereof and "As Built" drawings in accordance with paragraph 12 hereof, the Developer may apply for a reduction of the security posted pursuant to the Highway Agreement. The application must be made in writing and must be accompanied by a completely executed Completion Certificate. The Developer must then attend a Town Board meeting and request a reduction. The security may be reduced up to a maximum of ninety-five (95%) percent in the sole discretion of the Town Board, upon the recommendation of the Town Highway Superintendent.
- Upon expiration of the one-year guarantee period:
 - The Developer shall submit Exhibit "B" Release of Guarantee, executed by the Town Superintendent of Highways, which will be filed in the Town Clerk's Office.
 - The Developer must execute Exhibit "C" Affidavit of No Liens, which will be filed in the Town Clerk's Office.
 - Developer shall submit a letter by a licensed surveyor certifying that all monuments have been installed as shown on the final subdivision plan.

- Upon completion of a, b, and c hereinabove, and the satisfactory performance by the Developer of all of its other obligations under the Highway Agreement, the Town Board, at a regularly scheduled public meeting, will execute "Consent of the Town Board to Lay out a Highway" and they will consent to the release of the security.

Town of Manlius

In the Matter
Of

Consent of Town Board
to Lay Out a Highway

THE LAYING OUT OF A CERTAIN
TOWN HIGHWAY IN THE TOWN OF
MANLIUS, COUNTY OF ONONDAGA
STATE OF NEW YORK,

IN THE _____TRACT

WHEREAS, the Town of Manlius has received an Application to Lay Out a Town Highway together with a Deed, a Dedication and a Release of Damages, all executed by

Dated _____, 20____, and duly acknowledged, conveying, dedication and releasing from damages the necessary lands for a proposed town highway;

NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the provisions of Section 171 of the Highway Law of the State of New York, consent be, and the same hereby is, given that the Town Superintendent of Highways of the Town of Manlius make an Order Laying Out the Proposed Highway described in the said Application, Deed, Dedication and Release of Damages, as delineated on a survey and street profiles annexed hereto; and be it further

RESOLVED, that the Town Board of the Town of Manlius accept and hereby does accept the conveyance of the said lands; and be it further

RESOLVED, that the Town Clerk be, and hereby is, directed to forthwith cause such Deed to be recorded in the Office of the clerk of the county of Onondaga, and be it further

RESOLVED, that the Town Clerk, upon receipt of an Order, with survey and street profiles attached thereto, made and signed by the Town superintendent of Highways laying out said highway, shall filed and record said Order in the Town clerk's Office, shall note the time of recording thereon, shall enter said Order in the Highway Book, and shall record the Release of Damages in the Office of the Clerk of the County of Onondaga and upon its return, attach it to said Order.

Dated: _____, 20____

TOWN BOARD OF THE TOWN OF MANLIUS
IN ONONDAGA, COUNTY, NEW YORK

Supervisor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

IN THE MATTER
of

Application to Lay out
a TOWN HIGHWAY

THE LAYING OUT OF A CERTAIN
TOWN HIGHWAY IN THE TOWN OF
MANLIUS, COUNTY OF ONONDAGA,
STATE OF NEW YORK

Dedication

Release of Damages

IN THE _____ TRACT

KNOW ALL MEN BY THESE PRESENTS

That the undersigned _____

Residing at _____

New York, hereby apply (applies) to the Town Superintendent of Highways to lay out a highway in the Town of Manlius over and on lands hereinafter described, and for value received, hereby dedicate (s), release (s) to the Town of Manlius for highway purposes the follow lands:

See Schedule "A" Attached Hereto and Made a Part Hereof

IN WITNESS WHEREOF, the undersigned have (has) hereunto set my hand (s) and seal (s) this
day of 20

Developer Print Name

STATE OF NEW YORK)
) ss.:
COUNTY OF)

SEAL

Application having been made to me, the Town Superintendent of Highways of the Town of Manlius, Onondaga County, New York, for the laying out of a town highway and a deed, and survey and street profiles approved by the County Superintendent of Highways, dedication, release of damages from the owners of the land through which the highway is proposed to be opened, having been given.

[illegible]

<i>Name of Road/Highway</i>	Highway of the Town of Manlius, Onondaga County, NY

Highway Agreement Check List

Received from _____ Date _____

Fee _____ Payment Type _____

Date _____ Highway Agreement _____

Date _____ Street Length _____

Date _____ Security Amount _____ Type _____

Date _____ Affidavit of No Liens _____

Date _____ Clean Fill _____

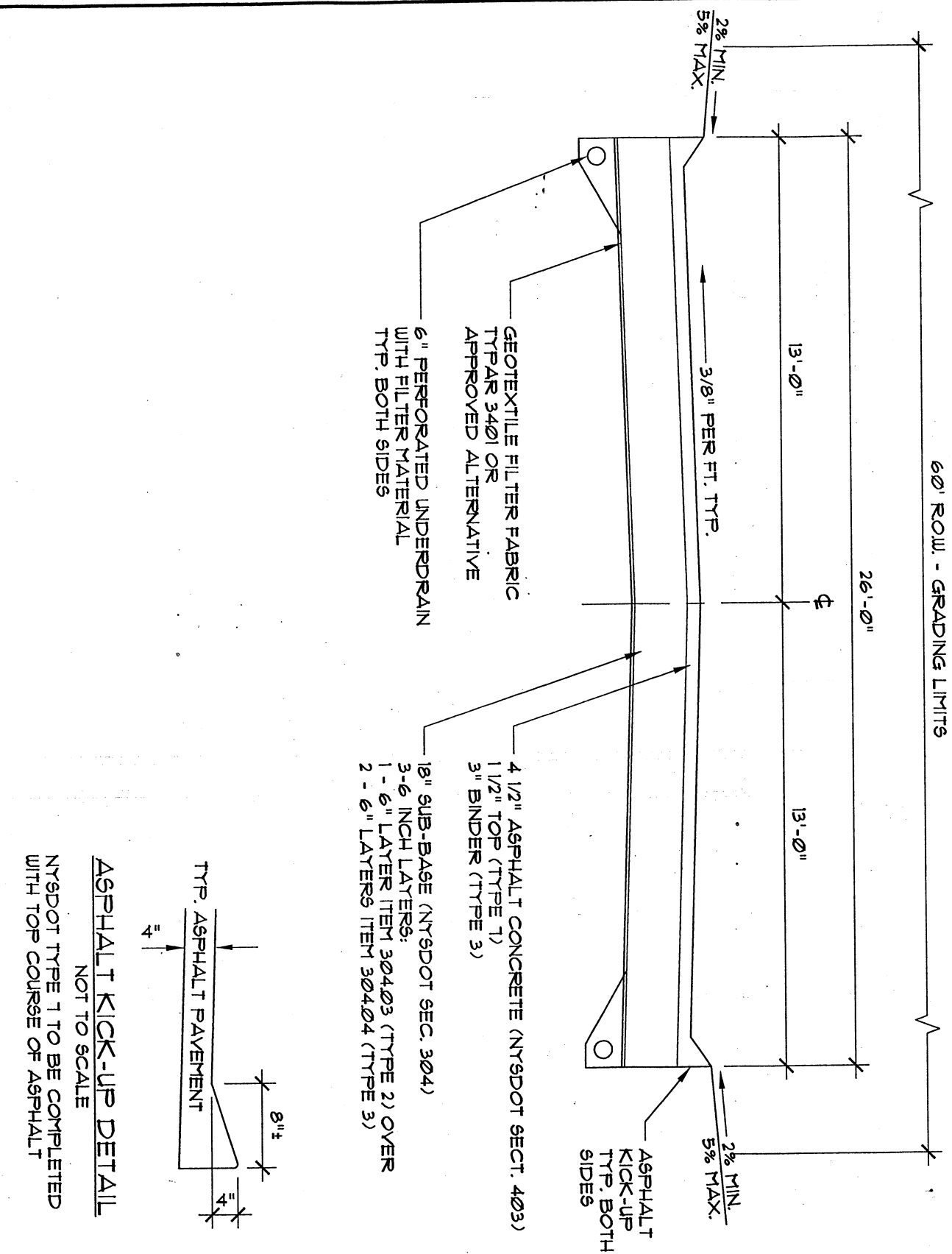
Date _____ Original Deed _____ Initials _____

Date _____ Subdivision Map _____

Date _____ TP 584 _____

Date _____ Bill of Sale _____

- Release of 90% _____ Date _____
- Dedication _____ Date _____
- County Filing _____ Date _____



ASPHALT KICK-UP DETAIL

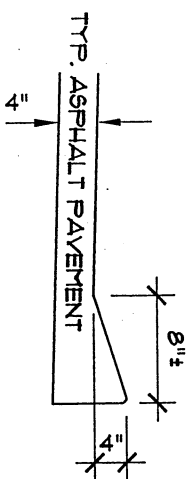
NOT TO SCALE

NYS DOT TYPE 1 TO BE COMPLETED WITH TOP COURSE OF ASPHALT

TOWN OF MANLIUS TYPICAL ROAD CROSS SECTION

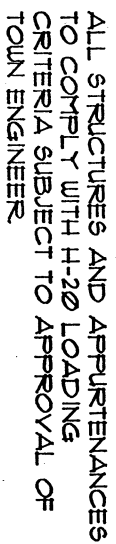
December 2011

SD-1



SD-2

PG. 59 NYSDOT SHEET 655-3
NO2 RETICULINE FRAME AND GRATE
AS APPROVED BY TOWN ENGINEER

**December 2011**

SD-3

Motion to approve salaries as listed here and in the approved budget

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	\$87,125
Secretary to H'way Supt.	Janet Vollmer	\$41,421
Town Clerk		
Deputy Clerk	Allison Weber	\$56,088
Deputy Clerk	Deborah Witzel	\$38,079
Deputy Clerk	Lisa Beeman	\$38,079
Clerk I	Tina Galvin	\$35,500
Records Officer	Allison Weber	\$4,000
Receiver of Taxes	Laurie Peschel	\$51,183
Typist I	Sharon Lake	\$17,866
Clerk I	Reba Oper	\$16.40/hour
Assessor	Patrick Duffy	\$87,712
Real Prop. Appraiser	Philip Murray	\$53,539
Assessment Clerk	Cristine DelFuoco	\$45,827
Assessment Clerk	Jennifer Abbott	\$18.57/hour
Clerk I	Kristin Bowes	\$33,046
Justice	Salvatore Pavone	\$35,661
Justice	Robert O'Leary	\$35,661
Clerk to Justice	Janet Stanley	\$51,788
Clerk to Justice	Jeanette Zacharias	\$50,588
Dep. Clerk to Court	Megan Vieau	\$16.74/hour
Rec. Director	Peggy Kenyon	\$71,550
Rec. Supervisor	Kristine Zingaro	\$54,241
Typist I/Rec Leader	Elaine Ferguson	\$21.53/hour
Custodial Worker I	Christopher Pecht	\$19.97/hour

Town Manager	Ann Oot	\$71,750
Secretary to Super.	Kayandra Blythe	\$36,614
Trash/Brush Liaison	Sharon Lake	\$18,214
Director of Code Enf.	Randy Capriotti	\$63,320
Dep.Code Enf. Off.	David Corbett	\$19.05/hour
Dep. Code Enf Off.	Michael Grevelding	\$21.04/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	\$6,000/year
ZBA Chairman	K.P. Kelly	\$114 per meeting
ZBA	4 members @	\$83 per meeting
Secretary	Deborah Witzel	\$3,000/year
Police Committee Sec'y	Allison Weber	\$100 per meeting
Tree Commission Sec'y	Tina Galvin	\$1,500/year
Crossing Guard	Kristy Houghton	\$15.02/hour
Crossing Guard	Tom Peschel	\$15.02/hour
Board of Assessment	Arnold Poltenson	\$45.00/hour
Board of Assessment	Celeste Greiner	\$40.00/hour
Board of Assessment	Fred Lutzen	\$40.00/hour
Recreation Leader	Darlene Houghton	\$16.80/hour
Recreation Leader	Joanne Smith	\$17.00/hour
Recreation Attend.	Mark Kenyon	\$13.80/hour
Recreation Attend.	Honesty Dewolf	\$13.80/hour
Recreation Attend.	Albert Smith	\$13.80/hour
Recreation Attend.	Thomas Kenyon	\$13.40/hour

Town of Manlius Police

Chief	Michael Crowell	\$107,646
Captain	Kevin Schafer	101,087
Captain	Jeffrey Slater	101,087
Sergeants	Ross Carnie	82,210
	Michael Desalvatore	80,426
	Kenneth Hatter	82,210
	Benjamin Lesperance	80,426
	Gregory Snyder	82,210
	Tina Marie Stanton	82,210
Police Officers	Matthew Applebee	65,431
	Adam Bezek	76,040
	Triston Campbell	68,954
	Daniel Carr	61,894
	Zackary Clarke	61,894
	Patrick Connelly	73,684
	Louis Dashno	76,040
	Daniel Filip	76,040
	James Gallup	76,040
	Peter Gilchriest	68,954
	Damien Golden	76,040
	Mitchell Grogan	76,040
	Shawn Gwilt	76,040
	Alicia Hibbard	68,954
	Rebecca Kammar	76,040
	Phillip Knittel	65,431
	Justin Lefebvre	76,040
	Derek Oursler	65,431
	Angela Palmer	76,040
	Julia Quinlan	65,431
	Zachary Shute	76,040
	Brianna Sparks	68,954
	Nathaniel Spinelli	61,894
	Daniel Tyrel	76,040
	Samuel Williams	68,954

Special Patrol Officers	Brian Damon	\$33.00/hour
	Thomas LeRoy	\$33.00/hour
Clerk 1	Sharon Barkauskas	\$22.13/hour
Clerk 1	Lynn Rybinski	\$20.97/hour
Clerk 1	Jade Taggart	\$16.73/hour
Mechanic	Steven Brookins	\$24.15/hour
Laborer	Brian Schermerhorn	\$12.50/hour

Police Officer Salary Level

Entry Level	\$56,584
Step 1	\$61,894
Step 2	\$65,431
Step 3	\$68,954
Step 4	\$73,684
Step 5	\$76,040

Sergeant Salary Level

Entry Level	\$80,426
Step 1	\$82,210

Longevity Compensation:

Hires prior to July 17, 2013:

Years of service	Longevity
0	\$0.00
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$1,100.00
6	\$1,292.50
7	\$1,485.00
8	\$1,677.50
9	\$1,870.00
10	\$2,062.50
11	\$2,255.00
12	\$2,447.50
13	\$2,640.00
14	\$2,832.50
15	\$3,025.00
16	\$3,217.50
17	\$3,410.00

18	\$3,602.50
19	\$3,795.00
20	\$3,987.50
21	\$4,070.00
22	\$4,152.50
23	\$4,235.00
24	\$4,317.50
25	\$4,400.00

Hires on or after July 17, 2013:

Years of service	Longevity
0	\$0.00
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00
6	\$0.00
7	\$0.00
8	\$880.00
9	\$880.00
10	\$1,210.00
11	\$2,255.00
12	\$2,447.50
13	\$2,640.00
14	\$2,832.50
15	\$3,025.00
16	\$3,217.50
17	\$3,410.00
18	\$3,602.50
19	\$3,795.00
20	\$3,987.50
21	\$4,070.00
22	\$4,152.50
23	\$4,235.00
24	\$4,317.50
25	\$4,400.00

Town of Manlius Highway

Name	Hourly Rate
Monty Albanese	28.22
John Barnwell	28.22
David Barnwell	25.52
William Beeman	28.83
Thomas Burns	27.59
David Daniels	29.26
Christopher Dardaris	27.14
Peter Dougherty	25.52
Brian Edwards	29.44
Albert Emmons	25.52
Thomas Emmons	27.05
Justin Graser	24.45
David Hale	28.22
Justin Laroche	24.35
Joseph Mapstone	27.50
Daniel Miller	23.07
Matthew Pilcher	26.60
Matthew Raterman	27.05
Derek Rogers	24.45
J. Robert Schepp	25.97
Paul Stewart	28.00
Mark Tily	25.88
Randall Troast	27.05
Zachary Van Auken	24.45
Gary Vona	26.06

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

	Application and Filing Fees		
Code	Application	Residential	Commercial
Subdivision 127			
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
Zoning 155 Application Fees			
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

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

General Construction (N.I.C. Houses)	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	
New Residential Housing ***		
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.		
Miscellaneous Fees		
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.		

Professional Fees Schedule

ENGINEERING REVIEW			
(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)	Subdivision Review		
	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
LEGAL REVIEW			
(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 Clerk Fee Schedule

Type	Amount
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 st offense \$ 50.00 2 nd offense \$100.00 3 rd 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 06, 2021

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 _____, 2021 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 _____, 2021 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 _____, 2021 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 _____, 2021 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 _____, 2021 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 _____, 2021 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 _____, 2021 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

Town of Manlius Social Media Policy

Purpose

This policy establishes guidelines for the establishment and use of social media platforms by the Town of Manlius as a means of conveying Town of Manlius (“Town”) information to its citizens. These guidelines include, but are not limited to, the Town web site and any social media platforms. The intended purpose for establishing Town of Manlius social media sites is to disseminate information from the Town, about the Town, to its citizens and visitors, and as an alternate and additional means of communication during emergency situations.

Utilization of Town approved social media sites must adhere to this policy. The guidelines may be supplemented by administrative rules and regulations issued by the Manlius Town Board. This policy may be amended at the direction of the Town Board. The Town of Manlius has an overriding interest and expectation in deciding what is “spoken” on behalf of the Town on social media sites. For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, YouTube, and Twitter. For purposes of this policy, “comment/postings” include information, articles, pictures, videos, or any other form of communicative content posted on a Town of Manlius social media platform.

The Town has established the following guidelines for the creation and use of the Town’s social media sites. The Town shall establish an “official” town-wide social media site(s) and the Site Administrator shall be the Town Clerk, as designated by the Town Board when this policy is introduced, who shall oversee and manage social media accounts and overall online presence. The Site Administrator is empowered to authorize town employees as Assistant Site Administrators to assist in creating and moderating all social media content.

Communications Committee

This policy requires the formation of a Communications Committee to be chaired by the Site Administrator. The only requirements for this committee are that all Department Specific Site Administrators sit on this committee as well as the Town Manager. The goal of this committee is to review previous moderation actions taken to assess compliance with this policy and make suggestions to the Town Board for modifications to this policy.

General Policy

1. Town social media sites should make clear that they are maintained by the Town of Manlius and that they follow the Town’s Social Media Policy. Links to the Town’s Social Media Policy should be available on the main page on each social media site.
2. Comments by the public on Town approved social media sites shall not be considered, for regulatory purposes, as official correspondence with the Town. All official correspondence with the Town shall be made by written communication to the Town’s mailing address or through electronic e-mail to the Town electronic address.
3. Wherever possible, Town social media sites should link back to the official Town of Manlius website for forms, documents, online services, and other information necessary to conduct business with the Town of Manlius.
4. The Town reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines

will be retained for a reasonable period, and include the time, date, identity of the poster, and reason for removal, when available.

5. All Town social media sites shall adhere to applicable federal, state, and local laws, regulations and policies.
6. Employees representing the Town government via Town social media sites must express themselves using language and content that reflects the highest standards of decorum and in accordance with all Town policies.
7. This Social Media Policy may be revised at any time by the Town board.
8. Social media sites are subject to the records retention rules and regulations of the State of New York.

Comment/Postings Policy

1. The Town and its representatives are expected to serve all constituents in a civil, respectful and unbiased manner.
2. The following forms of content shall not be permitted on Town of Manlius social media sites and are subject to removal and/or restriction:
 - a. Comments/postings not related to the original topic, including random or unintelligible comment/postings.
 - b. Profane, obscene, violent, or pornographic content and/or language.
 - c. Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, or national origin.
 - d. Defamatory or personal attacks towards non-elected peoples.
 - e. Threats to any person or organization.
 - f. Comment/postings in support of, or in opposition to, any political campaigns.
 - g. Solicitation of, or for commerce, including but not limited to advertising of any business or product for sale.
 - h. Conduct or communications in violation of any federal, state, or local law.
 - i. Encouragement of illegal activity.
 - j. Information that may compromise the safety or security of the public or public systems.
 - k. Content that violates a legal ownership interest, such as a copyright, of any party.
3. Methods of content removal that apply only to specific users e.g., hiding Facebook comments, are not to be used by Site Administrators.
4. Comments posted by members of the public on any Town of Manlius social media site reflects the opinions of the individuals posting the comments. Publication of a comment does not imply endorsement of, or agreement by, the Town of Manlius, nor do such comments/postings reflect the opinions or policies of the Town of Manlius.
5. The Town of Manlius reserves the right to deny access to Town of Manlius social media sites, at any time and without prior notice, to individuals who violate the Town's Social Media Policy.
6. Departments shall monitor their social media sites for comment/postings requesting responses from the Town, and for comments/postings in violation of this policy.

Conduct

Employees representing the Town via its social media sites shall always conduct themselves as representatives of the Town and in accordance with the Employee Handbook and other applicable policies. When a Town employee uses his/her personal social media account to post or respond to a comment in his/her capacity as a Town employee, the employee should do so in the name of the Town department and disclose his/her name and title.

On official Town social media pages, Town employees shall not share personal information about themselves, or other Town employees except as required for Town business. Town employees are strongly discouraged from using personal accounts to comment on or post information to Town social media sites and from posting information regarding official town business on other social media sites. This includes any usage of or participation in Town social media sites from outside the workplace.

Elected Officials

Any elected officials choosing to establish and maintain social media profiles should do so using this policy as guidelines for management but understand that the Town does not take ownership of those accounts in any capacity, nor does the Town manage or monitor pages owned by Elected Officials. When using their own social media profiles, Elected Officials are exempt from the previous conduct standards.

The Town recognizes that elected and appointed officials may choose to express themselves by posting personal information on social media platforms or by making comments on sites hosted by other persons, groups, or organizations, this right of expression should not interfere with the operation of the Town.

Children

No applications on the Town of Manlius's web site specifically solicit information from minors or seek to determine whether the visitor is a minor. Consequently, because such information will not be specifically identified as being from minors, users should be aware that personally identifiable information submitted to the website by minors will be subject to being treated in the same manner as information given by an adult and may become subject to FOIL.

Third Party Links

The Town of Manlius's website may provide links to, and may be linked from, local, State and federal government agencies, and from, or to, other websites. The existence and/or provision of those links neither constitutes nor implies endorsement of the destination or departure website(s) or of the content, viewpoint, accuracy, opinions, policy(ies), product(s), accessibility, or privacy policy of said destination or departure website(s). Nor does any link between the Town of Manlius website and a third-party website imply sponsorship of such website, or the creator of such website.

Department Specific Sites

In addition to the "official" town-wide Town social media account(s), the Police Department and Recreation Department shall maintain "official" department-specific social media accounts as necessary and appropriate. Should any other department find it necessary to establish department-specific social media accounts, they may seek approval from the Town Board. No accounts representing an individual, such as a Department Head shall be approved. All auxiliary or supplementary accounts/pages shall operate in accordance with this established policy. It is the responsibility of the Department Head to act as, or appoint someone to act as, the Site

Administrator for those pages and to monitor and assure that the established site is abiding by guidelines outlined in this policy. The designated Site Administrator for each department is required to sit on the Communications Committee.

Any department-specific social media pages established by individual departments should aim to complement the Town's online presence. Department Heads and their Site Administrators may create department specific policies regarding social media and communications.

DRAFT