

1. Agenda

Documents: [JUNE 25, 2014 AGENDA.PDF](#)

2. Public Document

Documents: [JUNE 25, 2014 001.PDF](#)

3. Public Document

Documents: [JUNE 25, 2014 002.PDF](#)

4. Public Document

Documents: [JUNE 25, 2014.PDF](#)

5. Draft Minutes

Documents: [JUNE 25, 2014 DRAFT MINUTES.PDF](#)

Agenda
Manlius Town Board
June 25, 2014

1. The Pledge of Allegiance
2. Approval of Minutes – June 11, 2014
3. Approval of Abstract # 12
4. Residential Transitional – Text Amendment New Zoning District
5. Summer Recreation Employee Roster
6. Information Aide Appointment
7. Annual Independent Audit of Fiscal Activities 2013 - TMPD
8. PERMA Workers Compensation and Employers Liability Program Agreement
9. Professional Fees – Fee Schedule Examples
10. Unsafe Buildings – Code Enforcement Reports
11. Skyridge Water Supply District
12. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
13. Adjournment

**Town of Manlius
Police Department
Annual Independent Audit of Fiscal Activities
Cash Funds and Fiscal Accounts
2013**

The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) enumerates in its Standards for Law Enforcement Agencies, specifically Chapter 17 entitled, Financial Management and Agency Property, Section 17.4.3 that "As a basis for determining the financial integrity of the agency's fiscal control procedures, an independent audit should be conducted at least annually or at a time stipulated by applicable statute or regulation."

The Town of Manlius Police Department's General Order No. 23 entitled, Fiscal Management, specifically Section III.C.4, states that "An annual audit of the department's accounts shall be conducted by an independent authority selected by the Town Supervisor for the purpose of determining the integrity of the department's fiscal control procedures."

In accordance with the Town of Manlius Police Department's General Order No. 23, the following summarizes the results of the independent audit of the Police Department's cash funds and fiscal accounts for 2013.

Petty Cash

A petty cash fund in the amount of \$50.00 was established in 1985 to be used for the payment of postage, tolls and small incidental items.

The petty cash fund box and related voucher book were examined for 2013 and the period ended Thursday, May 15, 2014 (the audit date) noting the following:

- There were approved "Received of Petty Cash" vouchers totaling \$15.52.
- Cash on hand totaling \$34.48.
- Total reconciled petty cash fund appropriately maintained totaling \$50.00.
- Reviewed petty cash voucher book noting properly maintained and reconciled, with appropriate update and attached support for replenishments and disbursements.
 - One replenishment recorded during the year. Agreed to Town of Manlius check register.

Accident Report Fees

A fee of \$0.25 per page (in accordance with Public Officer Law paragraph 87) is charged for reproduction of accident reports. A triplicate (white copy – Insurance Company; yellow copy – Town Clerk; pink copy – Police Department) press numbered receipt book is maintained and moneys are turned over to the Town Clerk on a periodic basis. A self-addressed envelope is requested for reports that are to be mailed.

The press numbered receipt books (representing the pink copy – Police Department) and attached support documentation were examined noting the following:

- Obtained books numbered 40 thru 44 (all books used in 2013), containing receipts numbered 9870 through 10399, noting appropriate maintenance and sequence of books and receipt forms, including completeness of individual receipt form preparation.
- Obtained book numbered 41, containing receipts numbered 9996 through 10121, and performed the following procedures:
 - Examined each individual receipt noting properly completed, with appropriate description and signature, and attached support.
 - Footed all receipts in book noting total of \$413.75.
 - Obtained related Town Clerk Receipt Reports (received from: Town of Manlius Police; for: Copies – Police) for the period covered:
 - Receipt # 034145, dated 07/03/13 @ \$16.25 (start # 9996)
 - Receipt # 033870, dated 06/12/13 @ \$14.75
 - Receipt # 033616, dated 05/24/13 @ \$14.25
 - Receipt # 033342, dated 04/29/13 @ \$17.25 (end #10121)
 - Examined each Town Clerk Receipt Report noting properly completed, with appropriate description and signature.
 - Agreed total of receipts footed to total of related Town Clerk Receipt Reports.
 - Agreed receipts number sequence to sequence noted on Town Clerk Receipt Reports.

Station Bail

Bail moneys for certain types of V&T and Penal Law violations can be accepted by the arresting officer for transmittal to the appropriate Town or Village Justice Court within the Town of Manlius. Triplicate (white copy – Individual; yellow copy – applicable Town or Village Court; pink copy – Police Department) press numbered receipt books are used to acknowledge receipt of bail from a defendant. A Police Officer signs the receipt and deposits it with the bail money in box in front office. Cash bail is then taken to the applicable Town or Village Court Clerk having jurisdiction, who in turn signs the yellow copy of the receipt to acknowledge the applicable Town or Village Court has received the bail money. The yellow and pink copies are maintained on file at the Police Department.

The press numbered receipt book (representing the pink copy – Police Department) and attached support documentation were examined noting the following:

- Obtained two (2) books containing receipts: book #4, numbered 0478 through 0603 and book #5, numbered 0604 through 0620 (only books used in 2013). For each book noted appropriate maintenance of books and receipt forms, including completeness of individual receipt form preparation, and performed the following procedures:
 - Examined each individual “pink” receipt noting properly completed, with appropriate description and signature.
 - Examined attached signed Village receipt or signed pink copy from applicable Town or Village Court.

Evidence and Property (Confidential Funds)

Monies from asset forfeitures originally funded Special Investigation Section (SIS) activities. The monies are generally used as seed money for drug and alcohol related larceny cases. Monies deposited or withdrawn are witnessed by two Officers, with transaction activity maintained on an approved TMPD CI Funds Balance Sheet. These cash funds are stored in a locked combination safe located in a secured area. There are monthly inspections of these cash funds and two unannounced inspections per year by the Police Chief.

Based on transaction activity noted \$0 was deposited and \$0 was withdrawn during 2013. The balance of this cash fund at December 31, 2013, as noted on the properly maintained and approved TMPD CI Funds Balance Sheet, properly unchanged from the previously reported December 31, 2012 balance of \$500.00 at December 31, 2013.

The cash fund and related TMPD CI Funds Balance Sheet were also examined for 2013 and the period ended Thursday, May 15, 2014 (the audit date) noting the following:

- Cash on hand totaling \$500.00.
- Total cash fund agreed to balance per TMPD CI Funds Balance Sheet. Noted two unannounced audits of fund were recorded during 2013 (5/3/13 & 10/30/13).
- Reviewed approved TMPD CI Funds Balance Sheet noting properly maintained and reconciled, with appropriate update and attached support for deposits and withdrawals.

Claims

Claims, as established by submitted vouchers reviewed by the Town Clerk, are approved for payment by the Town Board on the second and fourth Wednesday of the month, as based on spending parameters established in an approved Town of Manlius budget.

Claims paid for the year ended December 31, 2013, as evidenced in the Annual Update Document, for equipment/capital outlay and contractual expense were \$130,406 and \$346,032, respectively.

Payroll Compensation

Compensation paid to Police Department employees were at rates established for the positions based on an approved Collective Bargaining Agreement and an approved Town of Manlius budget.

Total reimbursement for the year ended December 31, 2013, as evidenced in the Annual Update Document, was \$2,926,890.

Drug Enforcement (CM1-91)

Monies are received from the State of New York and the U.S. Government constituting the Police Department's share of forfeited funds as a result of local drug investigations. These monies are specifically earmarked for drug investigations.

As evidenced by review of general ledger receipt and disbursement transactions supporting the Annual Update Document, \$9.56 of savings account interest and \$11,496.56 of proceeds from seized property was received and \$3,091.73 was used for drug investigations, including the purchase of equipment, during 2013. Based on transaction activity noted, the balance of this account increased from the previously reported December 31, 2012 balance of \$17,737.48 to \$26,151.87 at December 31, 2013.

Police Equipment (CM1-92)

As evidenced by review of general ledger receipt and disbursement transactions supporting the Annual Update Document, \$0.79 of savings account interest and \$600.00 in donations was received and \$709.98 was used for the purchase of equipment during 2013. Based on transaction activity noted, the balance of this account decreased from the previously reported December 31, 2012 balance of \$1,596.15 to \$1,486.96 at December 31, 2013.

DWI Equipment (CM1-93)

Claims are periodically submitted to the County of Onondaga through a STOP DWI coordinator for arrests made by the Police Department involving driving a vehicle while ones ability is impaired. Reimbursement is based on the number of local arrests made compared to the total County arrests by all law enforcement agencies.

As evidenced by review of general ledger receipt and disbursement transactions supporting the Annual Update Document, \$23.65 of savings account interest and \$18,358.76 in County funding was received and \$27,245.94 was used for the purchase of equipment during 2013. Based on transaction activity noted, the balance of this account decreased from the previously reported December 31, 2012 balance of \$50,424.38 to \$41,560.85 at December 31, 2013.

Defibrillators (CM1-94)

On or about June 2000, a program was established to equip police patrol vehicles with defibrillators.

As evidenced by review of general ledger receipt and disbursement transactions supporting the Annual Update Document, \$1.22 of savings account interest and \$370.00 in donations was received and \$0 expenditures were incurred during 2013. Based on transaction activity noted, the balance of this account increased from the previously reported December 31, 2012 balance of \$2,426.20 to \$2,797.42 at December 31, 2013.

Memorial Wall (CM1-95)

In 2006 it was decided that a memorial would be placed in the front lobby of the Police Department to honor members who had retired, died or were killed in the line of duty. This was to be accomplished strictly through donations from the public.

As evidenced by review of general ledger receipt and disbursement transactions supporting the Annual Update Document, no savings account interest and no donations was received and no memorial maintenance was incurred during 2013. Based on transaction activity noted, the balance of this account at December 31, 2013 remains unchanged from the previously reported December 31, 2012 balance of \$-0-.

Based on the results of the independent audit of the Police Department's cash funds and fiscal accounts for 2013 and the period ended Thursday, May 15, 2014 (the audit date), no weaknesses were noted and it appears that the agency is in compliance with the fiscal control procedures established by the Town of Manlius Police Department's General Order No. 23.

Dated: June 5, 2014

Respectfully submitted,



Matthew Dunn, CPA
Accountant
Town of Manlius

Total 2014 Summer Staff List for Board Approval

LAST	FIRST	PAY	POSITION
Alaimo	Jill	\$8.48	RecAttendant
Alexander	Cassandra	\$10.08	Rec Leader
Anderalli	Alyssa	\$9.50	Rec Leader
Barns	Sarah	\$12.24	WSI
Barva	Diana	\$8.00	RecAttendant
Baumler	Joseph	\$12.48	Bus Driver
Bennett	Kate	\$2,346.00	Rec Leader
Blitz	David	\$8.00	RecAttendant
Boland	Heather	\$8.32	Rec Attendant
Bowyer	Frankie	\$8.48	RecAttendant
Brislin	Katherine	\$8.16	RecAttendant
Buss	Emily	\$8.83	RecAttendant
Campese	Bobby	\$8.48	RecAttendant
Capriotti	Chrissy	\$9.00	RecAttendant
Cesarini	Adam	\$8.16	RecAttendant
Cesarini	Nick	\$8.16	RecAttendant
Chase	Trevor	\$8.16	RecAttendant
Coughlin	Curtis	\$8.00	RecAttendant
Cushing	Shaina	\$8.00	RecAttendant
Dagostino	Ellen	\$12.24	Bus Driver
Devona	Nicole	\$8.32	Rec Attendant
Devona	Haley	\$8.16	RecAttendant
Dooling	Samantha	\$8.00	RecAttendant
Engel	Geoffrey	\$8.00	RecAttendant
Farrell	Jenna	\$12.00	WSI
Ferguson	Elaine	\$3,355.29	Rec Leader
Foster	Gabriela	\$10.00	Lifeguard
Frasier	John	\$8.00	RecAttendant
Garbinsky	Cassandra	\$8.00	RecAttendant
Goldberg	Laurin	\$8.00	RecAttendant
Halligan	Kimberly	\$8.16	RecAttendant
Hartnett	Michael	\$12.24	WSI Sub
Hennessey	Caitlyn	\$8.16	RecAttendant
Hochstein	Oren	\$10.00	Lifeguard Sub
Houck	Lauren	\$2,300.00	Rec Leader
Houghton	Darlene	\$12.00	Wellness Center
Houghton	Kristy	\$12.00	Wellness Center
Kenyon	Patrick	\$12.00	Wellness Center
Kenyon	Kate	\$8.66	Rec Attendant
Kenyon	Patrick	\$8.83	RecAttendant
Kenyon	Tom	\$8.32	RecAttendant
Kousmanidis	Christiana	\$8.32	Rec Attendant
LeGro	Megan	\$8.32	Rec Attendant
Loder	Amy	\$8.00	RecAttendant

Total 2014 Summer Staff List for Board Approval

Long	Kelly	\$2,651.98	Rec Leader
Long	Patrick	\$9.63	RecAttendant
MacDougall	Daniel	\$8.00	RecAttendant
Maher	Rebekah	\$8.00	RecAttendant
McCaffery	Sean	\$8.00	RecAttendant
McEachron	Alex	\$8.48	RecAttendant
Miller	Sean	\$3,030.69	Rec Leader
Moliski	Morgan	\$8.00	RecAttendant
Nassar	Kelly	\$8.83	RecAttendant
Nelson	Kristina	\$12.24	WSI
Novakowski	James	\$8.48	RecAttendant
O'Brien	Annie	\$8.00	RecAttendant
Penoyer	Veronica	\$8.16	RecAttendant
Pieczonka	Allison	\$8.00	RecAttendant
Pierret	Patrick	\$12.24	WSI
Pitonzo	Olivia	\$8.16	RecAttendant
Pitonzo	Alyssa	\$8.16	RecAttendant
Puro	Jessica	\$12.24	WSI
Scott	Megan	\$8.00	RecAttendant
Sischo	Katie	\$12.73	WSI
Sischo	Nick	\$12.24	WSI
Stein	Corey	\$8.00	RecAttendant
Stoddard	Emily	\$10.61	Lifeguard
Stoddard	Nick	\$12.24	WSI
Terrell	Kelsey	\$8.16	RecAttendant
Wasserstom	Matthew	\$8.16	RecAttendant
Zacharek	Sadie	\$8.00	RecAttendant
Zambrano	Terese	\$11.67	RecAttendant

RECEIVED

JUN 09 2014

TOWN OF MANLIUS
SUPERVISOR'S OFFICE

**PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION
WORKERS' COMPENSATION AND EMPLOYERS LIABILITY PROGRAM
AGREEMENT**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the

Town of Manlius

hereinafter referred to as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

1. **Term and Renewal.** The initial term of this Agreement will commence on 06/01/2014 and will end on 06/01/2015 at 12:01 a.m. The Agreement will renew automatically for successive one year terms thereafter commencing on 06/01 of each year (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least thirty (30) days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least thirty (30) days prior to the Renewal Date, that it reserves its right not to renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least sixty (60) days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew will be deemed, to the extent otherwise valid, to be a notice of

termination under paragraph 13.

2. **Coverage During the term of this Agreement.** PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

3. **Statement of Policy.** As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose - The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (i) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention - The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety officer who shall be designated by and responsible to the Chief Executive Officer of the member."

(c) Reporting of Injuries - All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. **Payroll Classification.** (a) PERMA has the right to audit payroll records. Each year, 90 days prior to the effective date of coverage, the member will provide PERMA with an annual estimated payroll by job classification. If the annual estimate is not provided, PERMA will estimate the figures based upon a review of the expiring contract payrolls and the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member. The member agrees to pay any additional

contributions that are required as a result of this annual adjustment within thirty (30) days of notice or invoice. Where appropriate, the member's contribution will be adjusted by refund to the member within thirty (30) days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** NYCIRB rating rules utilize population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances for Volunteer Ambulance Coverage, and number and duties of other volunteers for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion.

5. **Contributions.** The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution on the date of commencement, unless a payment plan is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **Entry Fee.** Upon receipt of an invoice, the member will pay PERMA an initial entry fee of 3% of the member's deposit contribution, in the case of first dollar coverage, or first dollar coverage equivalent contribution, if the member participates in an alternative contribution program. The member may participate in any other service program which may be developed by PERMA without payment of any other entry fee. If a member terminates its membership and returns to membership within a year, a new entry fee will not be required. But if the member returns more than one year after terminating its membership, PERMA will require a new entry

fee, unless the PERMA Board of Directors directs otherwise. The entry fee is not reduced for members electing to join PERMA under an alternative contribution program. If, however, the member joins only to receive third party administration services from NEAMI, the member's initial entry fee will be 5% of the annual fee for NEAMI's third party administration services. In the event that the member enrolls within one year thereafter in a PERMA coverage program, the member will receive a credit in the amount of the initial entry fee against the entry fee that is otherwise required of the member.

7. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of discount to be offered by PERMA.

8. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

9. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (i) the entry fee and contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered by the plan. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section

12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

10. **Safety Program.** PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

11. **Claims.** PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

12. **By-laws, Rules and Regulations of PERMA.** The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

13. **Termination of Coverage and Membership.** This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (i) on ten (10) days' written notice for the member's failure or refusal to make any required payment, unless the member makes the required payment within ten (10) days of notice; or (ii) on sixty (60) days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms

requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, thirty (30) days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

14. **Notice to the Parties.** Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address, 301 Brooklea Drive
Fayetteville, NY 13066

15. **Reporting and Retention Obligations.** Notwithstanding any other provision of this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

Town of Manlius

By: _____

Title: _____

ATTEST:

By: _____

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____
Stephen Altieri
Chairman, PERMA Board of Directors

By: _____
Brent A. Wilkes
Executive Director, PERMA

**DRAFT MINUTES
TOWN BOARD
June 25, 2014**

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

John R. Loeffler, Councilor
David M. Marnell, Sr., Councilor
Nicholas J. Marzola, Councilor
Jason Cassalia, Councilor
Vincent Giordano, Councilor
Karen Green, Councilor

The following Town Officers were present:

Courtney Hills, Attorney for the Town	Allison A. Edsall, Town Clerk
Fran Marlowe, Manlius Police Chief	Rob Cushing, Highway Superintendent
Ann Oot, Town Manager	Doug Miller, Engineer for the Town

Other persons attending:

Ellen & Mike McGrew, Emily Woloszyn

1. The Pledge of Allegiance

Supervisor Theobald, called the meeting to order at 7:00 pm. Councilor Green led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

2. Approval of Minutes – June 11, 2014

Councilor Loeffler made a motion, seconded by Councilor Giordano, to approve the minutes of March 11, 2014 as submitted by Town Clerk Edsall.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nays: 0

All in Favor.

Motion Carries.

3. Approval of Abstract # 12

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

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 12 - 2014	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 57,263.57
B	General Fund Town	\$ 2,432.13
CM1	Police Trust	\$ 927.00
DA	Highway Fund Townwide	\$ 85,165.03
DB	Highway Fund Town	\$ 85,018.97
SD3	Consolidated Drainage #3	\$ 7,046.80
SL2	Underground Lighting	\$ 193.18
SR1	Manlius Trash District	\$ 11,757.49
SR2	Manlius Res Brush District	\$ 81,905.45
SS1	Manlius Con Sewer District	\$ 194.48

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Discussion: Town Clerk Edsall stated that there is a bail claim payment on the abstract.

Nayes: 0

All in Favor.

Motion Carries.

4. Residential Transitional –Text Amendment New Zoning District

Courtney Hills, Attorney for the Town, briefly outlined Local Law 2014-2, formerly known as RM-V, now entitled Residential Transitional (RT). Attorney Hills stated that this local law accomplishes three main changes. The law establishes a new zoning district entitled Residential Transitional, amends the current zoning map and changes the special permit process so that it is easier to distinguish between special permit applications in the future.

Councilor Loeffler asked if this zone change is specific to the RM zoned parcels on West Seneca St. in Manlius. Attorney Hills stated that this zone change is specific to the RM zoned parcels on West Seneca St. only, but it does establish a new zoning district that can be used in other areas of the Town with a zone change request.

Conversation ensued regarding the new zoning district and where this could be used in the Town of Manlius. Attorney Hills stated that this zone can only be used if the zoning map is amended through the zone change process.

Councilor Loeffler requested that the legal notice include the two major changes that are being made to the Town Code and the change being made to the Zoning Map.

Discussion ensued regarding the use of police powers to enforce hours of operation of a business. Attorney Hills stated that the only way the Town can enforce hours of operation

for a business is through police powers. The Town Board requested that the police powers section of the local law be removed.

The Town Board requested that notification of the public hearing be sent to residents within 1000 feet of the parcels being rezoned.

Councilor Green made a motion, seconded by Councilor Marzola to set date for a public hearing on July 9, 2014 at 7:05pm in the matter of Residential Transitional – Text Amendment New Zoning District.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nays: 0

All in Favor.

Motion Carries.

5. Summer Recreation Employee Roster

Councilor Green submitted the 2014 Summer Roster of Employees to the Town Board.

Councilor Green made a motion, seconded by Councilor Marnell to hire the recreation employees as submitted by Director Peggy Kenyon.

LAST	FIRST	PAY	POSITION
Alaimo	Jill	\$8.48	Rec Attendant
Alexander	Cassandra	\$10.08	Rec Leader
Anderalli	Alyssa	\$9.50	Rec Leader
Barns	Sarah	\$12.24	WSI
Barva	Diana	\$8.00	Rec Attendant
Baumler	Joseph	\$12.48	Bus Driver
Bennett	Kate	\$2,346.00	Rec Leader
Blitz	David	\$8.00	Rec Attendant
Boland	Heather	\$8.32	Rec Attendant
Bowyer	Frankie	\$8.48	Rec Attendant
Brislin	Katherine	\$8.16	Rec Attendant
Buss	Emily	\$8.83	Rec Attendant
Campese	Bobby	\$8.48	Rec Attendant
Capriotti	Chrissy	\$9.00	Rec Attendant
Cesarini	Adam	\$8.16	Rec Attendant
Cesarini	Nick	\$8.16	Rec Attendant
Chase	Trevor	\$8.16	Rec Attendant
Coughlin	Curtis	\$8.00	Rec Attendant
Cushing	Shaina	\$8.00	Rec Attendant
Dagostino	Ellen	\$12.24	Bus Driver
Devona	Nicole	\$8.32	Rec Attendant
Devona	Haley	\$8.16	Rec Attendant
Dooling	Samantha	\$8.00	Rec Attendant

Engel	Geoffrey	\$8.00	Rec Attendant
Farrell	Jenna	\$12.00	WSI
Ferguson	Elaine	\$3,355.29	Rec Leader
Foster	Gabriela	\$10.00	Lifeguard
Frasier	John	\$8.00	Rec Attendant
Garbinsky	Cassandra	\$8.00	Rec Attendant
Goldberg	Laurin	\$8.00	Rec Attendant
Halligan	Kimberly	\$8.16	Rec Attendant
Hartnett	Michael	\$12.24	WSI Sub
Hennessey	Caitlyn	\$8.16	Rec Attendant
Hochstein	Oren	\$10.00	Lifeguard Sub
Houck	Lauren	\$2,300.00	Rec Leader
Houghton	Darlene	\$12.00	Wellness Center
Houghton	Kristy	\$12.00	Wellness Center
Kenyon	Patrick	\$12.00	Wellness Center
Kenyon	Kate	\$8.66	Rec Attendant
Kenyon	Patrick	\$8.83	Rec Attendant
Kenyon	Tom	\$8.32	Rec Attendant
Kousmanidis	Christiana	\$8.32	Rec Attendant
LeGro	Megan	\$8.32	Rec Attendant
Loder	Amy	\$8.00	Rec Attendant
Long	Kelly	\$2,651.98	Rec Leader
Long	Patrick	\$9.63	Rec Attendant
MacDougall	Daniel	\$8.00	Rec Attendant
Maher	Rebekah	\$8.00	Rec Attendant
McCaffery	Sean	\$8.00	Rec Attendant
McEachron	Alex	\$8.48	Rec Attendant
Miller	Sean	\$3,030.69	Rec Leader
Moliski	Morgan	\$8.00	Rec Attendant
Nassar	Kelly	\$8.83	Rec Attendant
Nelson	Kristina	\$12.24	WSI
Novakowski	James	\$8.48	Rec Attendant
O'Brien	Annie	\$8.00	Rec Attendant
Penoyer	Veronica	\$8.16	Rec Attendant
Pieczonka	Allison	\$8.00	Rec Attendant
Pierret	Patrick	\$12.24	WSI
Pitonzo	Olivia	\$8.16	Rec Attendant
Pitonzo	Alyssa	\$8.16	Rec Attendant
Puro	Jessica	\$12.24	WSI
Scott	Megan	\$8.00	Rec Attendant
Sischo	Katie	\$12.73	WSI

Sischo	Nick	\$12.24	WSI
Stein	Corey	\$8.00	Rec Attendant
Stoddard	Emily	\$10.61	Lifeguard
Stoddard	Nick	\$12.24	WSI
Terrell	Kelsey	\$8.16	Rec Attendant
Wasserstom	Matthew	\$8.16	Rec Attendant
Zacharek	Sadie	\$8.00	Rec Attendant
Zambrano	Terese	\$11.67	Rec Attendant

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

6. Information Aide Appointment

Town Manager Oot stated that Jennifer Abbott was previously appointed to two half time positions at Town Hall. Civil Service has recommended the Town appoint Ms. Abbott to the full time position of Information Aide.

Councilor Marnell made a motion, seconded by Councilor Marzola, to appoint Jennifer Abbott to the position of Information Aide.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0

All in Favor.

Motion Carries

7. Annual Independent Audit of Fiscal Activities 2013 – Town of Manlius Police Department

Councilor Marzola stated that Matt Dunn the Accountant for the Town has completed the independent audit of the Town of Manlius Police Departments Fiscal Activities for the year 2013. Mr. Dunn reviewed several accounts and found everything to be in good order.

Councilor Marzola made a motion seconded by Councilor Marnell, to accept the Annual Independent Audit of Fiscal Activities 2013 – Town of Manlius Police Department.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0

All in Favor.

Motion Carries

8. PERMA Workers Compensation and Employers Liability Program Agreement

Town Manager Oot stated that the annual PERMA agreement has been reviewed and is ready for renewal.

Councilor Loeffler made a motion seconded by Councilor Marnell, to authorize the Supervisor to sign the PERMA agreement for 2014-2015.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nays: 0

All in Favor.

Motion Carries

9. Professional Fees – Fee Schedule Examples – TABLED

10. Unsafe Buildings – Code Enforcement Reports – TABLED

11. Skyridge Water Supply District - TABLED

12. Fire Budget Discussion

Councilor Mazola gave a brief overview of the 2014-2015 fire budgets for the Village of Fayetteville, Village of Manlius and Village of Minoa.

Conversation ensued regarding the proposed expenditures from each of the departments and their impact on the overall Town tax rate.

Councilor Marzola stated that the increases from the fire department budgets will severely limit the Town's ability to raise funds under the new property tax cap calculation.

13. Correspondence/New Business

A) Highway Superintendent – No New business

B) Planning & Development

Councilor Giordano made a motion, seconded by Councilor Marzola, to authorize the Department of Planning & Development to hire a contractor to mow the grass at:

411 Churchill Lane

8577 Green Lakes Road

5188 Hoag Lane

100 Hunt Drive

7485 Kirkville Rd

136 Wilson Drive

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nays: 0

All in Favor.

Motion Carries

C) Attorney – No New Business

D) Town Clerk – No New Business

E) Police Chief

Chief Marlowe stated that the Police Department has recently received a check in the amount of \$6,604.83 for this 2011 SLETP grant.

Councilor Marnell made a motion, seconded by Councilor Loeffler to have the Police Department revenue raised \$6,604.83 and their Equipment line (A00.5.3120.200) raised \$6,604.83.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0 All in Favor. Motion Carries

Chief Marlowe stated that he has received a revised quote from Aramark which is 36% less than the previous low bid for rug services at the Police Department.

Councilor Marnell made a motion, seconded by Councilor Green, to renew the contract with Aramark at a rate of \$44.17 bi-weekly for 36 months for the rug services at the police department.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0 All in Favor. Motion Carries

Chief Marlowe stated that he would like approval to purchase 4 new fleet vehicles under Onondaga County bid prices. Chief Marlowe stated that these vehicles were budgeted for in 2014.

Councilor Loeffler made a motion, seconded by Councilor Cassalia, to authorize the Town of Manlius Police Department to purchase 4 new fleet vehicles under the Onondaga County bid price for a total expenditure of \$114,343.52

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0 All in Favor. Motion Carries

Chief Marlowe stated that the Village of Chittenango would like to purchase the Police Department's out of warranty Tasers. New Tasers have been purchased and the sale of these Tasers would be allocated to the weapons line item in the current fiscal year.

Councilor Loeffler made a motion, seconded by Councilor Giordano, to authorize the sale of 9 out of warranty Tasers to the Village of Chittenango Police Department at a rate of \$175 per unit.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0 All in Favor. Motion Carries

F) Town Board

Councilor Marnell requested executive session to discuss contract negotiations.

G) Supervisor – No New Business

14. Executive Session

There being no further business to come before the Board, upon motion duly made by Councilor Cassalia and seconded by Councilor Giordano the Board voted unanimously to adjourn regular session at 8:42 pm to enter into executive session to discuss contract negotiations.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Cassalia, Councilor Marzola, Councilor Giordano, Councilor Marnell, Councilor Green

Nayes: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison Edsall
Town Clerk

EXECUTIVE SESSION MEETING MINUTES

Executive Session

June 25, 2014

Upon motion duly made by Councilor Marnell and seconded by Councilor Giordano, the Board unanimously agreed to close Executive Session and re-enter Regular Session.

The Town Board re-entered Regular Session at 8:50 p.m.

Councilor Marnell made a motion, seconded by Councilor Marzola, to authorize the Supervisor execute an agreement with Bowers & Co. CPA's PLLC to conduct an internal control review, subject to approval by the attorney for the Town.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Marnell, Councilor Marzola, Councilor Green, Councilor Cassalia

Nayes: 0

All in Favor.

Motion Carries

There being no further business to come before the Board, upon motion duly made by Councilor Giordano and seconded by Councilor Loeffler, the Board unanimously voted to adjourn the Regular Session at 8:53 p.m.

Submitted by:

Courtney Hills
Attorney for the Town