1. Agenda

   Documents: MAY 27, 2015 AGENDA.PDF

2. Public Document

   Documents: MAY 27, 2015 001.PDF

3. Public Document

   Documents: MAY 27, 2015 002.PDF

4. Public Document

   Documents: MAY 27, 2015.PDF

Please turn off your cell phone

Agenda
Manlius Town Board
May 27, 2015

1. The Pledge of Allegiance
2. Approval of Minutes – May 13, 2015
3. Approval of Abstract # 10
4. Hope for Heather Run – September 19, 2015
5. ESI Contract Renewal for EAP Program
6. Speed Limit Request for South Eagle Village Road
7. Cable Franchise Audit – Troy & Banks
8. Correspondence/New Business
    a. Highway Superintendent
    b. Planning & Development
    c. Attorney
    d. Town Clerk
    e. Police Chief
    f. Town Board
    g. Supervisor
       Supervisor's report April 2015
9. Adjournment

TROY & BANKS
♦ CONSULTANTS LLC ♦

THOMAS T. RANALLO
EDGAR H. FOSTVEIT
SCOTT LEWIS, CPA
GARY L. SHARP
KEITH N. WIESE
KEITH G. TYSON

2216 KENSINGTON AVENUE
KENSINGTON AT SARATOGA
BUFFALO, NY 14226
TOLL FREE (800) 499-8599
PHONE (716) 839-4402
FAX (716) 839-4452

Agreement

This Agreement is entered into as of _____ between Troy & Banks Consultants, LLC ("TB") and _____ with an address at _____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit for the purpose of verifying the accuracy of the payments paid or due to the Client for taxes, or any other monies. TB agrees to conduct such audit.

2. Audit – TB shall examine relevant accounting data, examine franchisee/tax accounting data and supporting documentation, identify all revenue sources by classification, and verify calculations. TB shall also evaluate allocation methodology with respect to non-subscriber revenue, conduct a search for unreported revenues and examine the cable operators' database to determine if all active addresses within the Client's boundaries were included in the franchise fee remittances.

3. Purpose – The purpose of each audit is to recover past taxes or any other monies or revenue owed to the Client that were not properly attributed to the Client or were not properly paid/collected and to determine future taxes and other monies owed to the Client not previously counted.

4. Refunds – Client agrees that TB will receive as its compensation for this service a contingency fee of fifty percent (50%) of the underpayments identified and recoverable under its agreement and/or state and federal law.

5. TB has made and makes no guarantee or assurance that our audit will produce a refund due to franchise fee underpayments.

6. If there is no recoverable underpayment identified for the benefit of the Client, TB acknowledges that there will be no fee payable.

7. In connection with any litigation arising out of this Agreement, the prevailing party should be entitled to recover reasonable attorney's fees and court costs, including such fees and cost incurred in trial and in appellate proceedings. The parties recognize that other provisions of this Agreement provide for consideration for this provision.

8. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] _____

By: _____

Name: _____

Title: _____

Telephone: _____

Fax: _____

Troy & Banks Consultants, LLC

By: _____
Thomas T. Ranallo, Manager

Town of Salina
OFFICE OF THE TOWN SUPERVISOR

Mark A. Nicotra
Town Supervisor

Colleen Gunnip
Deputy Supervisor

Nancy A. O'Neil
Secretary to the Supervisor

February 27, 2015

Mr. Edgar Fostveit
Troy & Banks, Inc.
2216 Kensington Avenue
Buffalo, NY 14226

RE: Troy and Banks Audit Work

Dear Ed:

The Town of Salina contracted with Troy & Banks to conduct audits of our streetlight and cable franchise fee billings. We were extremely satisfied and would strongly recommend your consulting services to any municipality, business or organization.

Your audits yielded considerable results. To date, Troy & Banks has recovered over $52,000 in streetlight billing refunds/credits and over $113,000 in cable franchise fee refunds. These significant dollars and subsequent savings will enable us to continue to provide quality services to the residents of the Town of Salina.

Troy & Banks was organized, persistent, professional, and knowledgeable in negotiation with the utility and cable providers. My staff also appreciated your efforts in keeping us informed and involved in the process.

Again, thank you for your diligent work.

Sincerely,

Mark A. Nicotra
Supervisor
Town of Salina

201 School Road – Liverpool, NY 13088 - (315) 457-6661 - Fax: (315) 457-4476
www.salina.ny.us - supervisor@salina.ny.us - Twitter: @TownofSalina - FB: townofsalina

Subject: FW: cable marketing project

11/10/14	Town of Salina	$113,000
10/24/13	Town of West Seneca	$67,821.00
10/21/13	Town of Lewiston	$43,264.00
11/20/12	Town of Riverhead	$50,000.00
4/23/10	Town of Brookhaven	$933,257.00
9/24/09	City of Ithaca	$49,087.00
12/8/08	Town of Rotterdam	$11,734.52
9/9/08	Town of Islap	$50,000.00
7/28/08	Town of Southampton	$35,000.00
7/1/08	Town of Oyster Bay	$6,159.00
7/6/07	Town of Colonie	$67,567.94
1/18/07	Town of Niskayuna	$6,310.29
12/12/06	City of Watertown	$19,389.83
8/24/05	City of No. Tonawanda	$19,242.72
3/16/05	Town of Amherst	$180,000.00
12/28/04	Town of Rotterdam	$11,071.94 (I don't know if this was the total or T&B's amount)

TOTAL = $1,549,905.24

We also signed:
City of Auburn
City of Cohoes
City of Gloversville
City of Niagara Falls
City of Rensselaer
City of Tonawanda
Town of Cheektowaga
Town of Dewitt
Town of Fishkill
Town of Haverstraw
Town of Lewiston
Town of Salina
Town of Tully
Town of Vestal
Village of Clinton
Village of Haverstraw
Village of Nyack
Town of Niskayuna

ESI Employee Assistance
Wellness Programs
Management Training

RECEIVED
MAY 21 2015
TOWN OF MANLIUS
SUPERVISOR'S OFFICE

Employee Assistance Program – RENEWAL AGREEMENT

Town of Manlius, NY agrees to contract with the **ESI Employee Assistance Group** for EAP Services for the period of **July 1, 2015 through June 30, 2016.**

I. Fees and Payment:

A. The annual fee for the employee assistance program is **$28.92** per employee.
B. The total number of employees covered under this Agreement is **92.**
C. Employer agrees to pay ESI the sum of **$2,660.64** per agreement year.
D. The annual fee also includes all immediate family members residing in the same household and dependent children up to age 26.
E. Payment of the **Semi-Annual** premium is due upon receipt of the invoice.
F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
G. DOT required Substance Abuse Evaluations - **$850.00** each

II. The EAP will provide:

Employee Benefits

- **Unlimited telephonic counseling, 24/7**
- **Up to 3 face-to-face counseling sessions per issue, with access to local staff counselors and the ESI national 25,000-provider network.**
- **Work/life benefits-including debt, legal, financial, elder & child care counseling**
- **Information Resource benefits**
- **Lifestyle benefits designed to improve members' health, financial security and overall well-being**
- **GCN Compliance Training: No**
- **Lynch Ryan Worker's Compensation: No**

Employer Services

- **2 on-site trauma response(s) @ no charge per year, additional Trauma Responses available at $250.00 per hour**
- **Unlimited Administrative (mandatory) Referrals**
- **Unlimited HR consultations with certified SPHR's**
- **Unlimited online Supervisor compliance training & Orientation videos**
- **Statistical Reports, Newsletters and EAP Awareness Materials**
- **All web services for employee and employer**

No other services are expressed or implied under the terms and conditions of this agreement.

ESI Employee Assistance Group

Diane Dunbar

Diane Dunbar, Chief Client Service Officer

5-18-15

Date

Town of Manlius, NY

Authorized Signature

Date

AGREEMENT REGARDING HOPE FOR HEATHER TEAL RIBBON RUN THROUGH THE VILLAGE OF MINOA, NEW YORK

THIS AGREEMENT ("Agreement"), relative to the planning and conducting the 7th Annual Teal Ribbon 5K Run and 3K Family Fun Walk ("Event") within the corporate limits of the Village of Minoa, New York, is made and entered into as of **June ___, 2015**, by and between the Village of Minoa, New York, a municipal corporation with offices located at 240 N. Main Street, Minoa, New York 13116 ("Village"), the Town of Manlius, New York, a municipal corporation with offices located at 301 Brooklea Drive, Fayetteville, New York 13066 ("Town"), and Hope For Heather, a not-for-profit corporation with a mailing address of P.O. Box 2208, Liverpool, New York 13089 ("Sponsor").

WITNESSETH:

WHEREAS, Sponsor is a not-for-profit corporation in memory of Heather Weeks, an advocate for women's cancer committed to raising funds to help find a cure, and who lost her life to cancer at age twenty four (24); and

WHEREAS, Sponsor's mission is to raise funds to support ovarian cancer research to promote education and awareness, and to help provide comfort to women and their families devastated by cancer;

WHEREAS, the Event is part of a series of events conducted by and/or on behalf of Sponsor to promote and fulfill its mission to end ovarian cancer as a life-threatening disease; and

WHEREAS, Sponsor is organizing, planning and conducting the Event the morning of **September 19, 2015**, at Lewis Park in the Village;

WHEREAS, Village and Town are ready, willing, and able to offer such access and/or assistance to Sponsor, as hereinafter described, in regard to the conduct of the Event; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village, Town, and Sponsor covenant, represent and undertake as follows:

ARTICLE I

A. The Event shall be conducted by the Sponsor on **September 19, 2015** between 8:30 a.m. and 12:00 p.m.

B. The Event is to generally be managed by Sponsor.

C. The specific route for the Event shall be as agreed by Village and Sponsor, upon consultation with the Town of Manlius Police Department ("Manlius Police").

D. Sponsor shall be seeking the temporary closure or alteration of such streets, roads and routes within the municipal boundaries of Village to motor vehicle traffic prior to, and at the time of Event on **September 19, 2015** as agreed to by the parties.

E. Sponsor is seeking law enforcement assistance from the Manlius Police with respect to pedestrian and traffic safety and direction.

ARTICLE II

A. The designated (agreed to) streets/roads will be closed, from approximately 9:00 a.m. to 11:45 a.m. on the scheduled day of the Event (**September 19, 2015**), and shall be re-opened as soon as practicable thereafter, with some parts of the Event route opening prior to others.

B. Village agrees to permit Sponsor use of Lewis Park and facilities located thereon from approximately 7:00 a.m. to 12:00p.m. on the scheduled day of the Event (**September 19, 2015).**

C. Town agrees to provide through the Manlius Police the following, related to traffic safety and direction:

1. Manlius Police shall provide a total of five (5) police officers to Sponsor for the purpose of traffic control and general safety and to support the Event for the duration described at Article II(C)(2).

2. Three (3) police officers shall be on duty for approximately two and a half (2.5) hours and two (2) police officers on duty for approximately three and half (3.5) hours, at a per hour rate of Forty-two and 00/100 Dollars ($42.00).

3. The above is a good faith estimate only. Thus if circumstances warrant any increased presence, Sponsor agrees to pay same as invoiced from Town based upon the per officer hourly rate set forth herein.

4. Manlius Police may provide supplemental services though its Explorer Post volunteers, however the decision to utilize same (versus its police officers) shall be solely within Manlius Police discretion.

5. Notwithstanding the foregoing provisions for dedicated police officers for the Event, the parties agree that no special duty is or shall be thereby created.

D. Sponsor shall be responsible for any and all other costs and expenses related to the Event not specifically referenced in Article II above, including but not limited to: services, grounds, manpower, vehicles, or equipment needed to sufficiently accommodate the

requirements of the Event and to safely and effectively plan, organize, set-up, conduct and clean-up after the Event.

ARTICLE III

A. Sponsor shall provide comprehensive general liability and related insurance coverages for property damage, bodily injury, as follows:

1. General Liability Coverage. A general liability for not less than $1,000,000.00 Each Occurrence / $2,000,000.00 Aggregate coverage for Bodily Injury and Property Damage; same to be extended-broad form coverage in nature.

a. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this Agreement.

b. Additional Insureds. The Village of Minoa, 240 North Main Street, Minoa, New York 13116 and the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, shall be named additional insureds thereon.

c. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the Sponsor organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.

B. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the coverages, insureds, additional insureds, date and specific place of event in form approved by the Village Attorney and Attorney for the Town not less than seven (7) days prior to the Event. The Village and/or Town reserves the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Agreement.

C. The Village Board of Trustees of Village may (but is not obligated to) approve, by duly adopted resolution, and as permitted by its various carrier(s), an endorsement or additional policy coverage to the Village's own existing policies of insurance, where circumstances are such that insurance cannot, or cannot cost effectively, be provided by Sponsor. In such event the expense to Village in providing same shall be included in the fees charged to Sponsor.

ARTICLE IV

A. Sponsor agrees to indemnify, defend and hold harmless Village and Town, its respective officers, agents and employees for and from any claims, suits, damages or liability made against or imposed upon Village or Town, its respective officers, agents and/or employees and the like arising from any and all acts or omissions, of Sponsor, its

contractors, vendors, agents, or any of their employees or subcontractors or any of their guests and/or invitees.

B. The foregoing shall survive termination/expiration of this Agreement.

ARTICLE V

A. In accordance with the provisions of section 109 of the General Municipal Law, Sponsor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of Village and Town. Any attempts to assign the contract without the Village and Town's written consent are null and void.

B. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith or shall otherwise be deemed to make such insertion.

C. This Agreement and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

D. The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on **May 7, 2015**. Richard J. Donovan, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.

E. The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on _____. _____, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

F. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manlius has caused its corporate seal to be affixed hereto and these presents to be signed by _____ its Supervisor, duly

authorized to do so, and to be attested to by _____, Town Clerk; the Village of Minoa has caused its corporate seal to be affixed hereto and these presents to be signed by **Richard J. Donovan** its Mayor, duly authorized to do so, and to be attested to by Lisa DeVona, Village Clerk, and the Hope For Heather has caused its corporate seal to be affixed hereto and these presents to be signed by its _____, the day and year first above written.

TOWN OF MANLIUS Attest:

By: _____ By: _____

Edmond J. Theobald, Supervisor

VILLAGE OF MINOA Attest:

By: _____ By: _____

Richard Donovan, Mayor

HOPE FOR HEATHER Attest:

By: _____ By: _____

Name: Gary Weeks

Title: Treasurer