

1. Agenda

Documents: [JUNE 10, 2015 AGENDA.PDF](#)

2. Public Document

Documents: [JUNE 10, 2015 001.PDF](#)

3. Public Document

Documents: [JUNE 10, 2015 002.PDF](#)

4. Public Document

Documents: [JUNE 10, 2015.PDF](#)

Agenda
Manlius Town Board
June 10, 2015

1. The Pledge of Allegiance
2. Approval of Minutes – May 27, 2015
3. Approval of Abstract # 11
4. Public Hearing - Local Law 2015-1 – amending Chapter 155-12
Restricted Agricultural Districts (R-A) of the Code of the Town of
Manlius to amend Article III entitled the “District Regulations”
5. Troy & Banks - Cable Franchise Audit
6. Clark Hill
7. Whetstone
8. Lifestyle Resort Communities – Special Permit Amendment
9. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
10. Executive Session
11. Adjournment

<u>Last</u>	<u>First</u>	<u>Pay 2015</u>	<u>Site</u>	<u>Title</u>
Alexander	Cassandra	\$11.03	PgADplay	Rec Leader
Anderalli	Alyssa	\$2,000.00	Wplay	Rec Leader
Arezzo	Giuliana	\$8.75	Wplay	RecAttendant
Barns	Sarah	\$12.49	Swim	WSI
Barva	Diana	\$8.91	Wplay	RecAttendant
Baumler	Joseph	\$12.73	BusDriver	Bus Driver
Blitz	David	\$8.91	ERPlay	RecAttendant
Boland	Heather	\$9.23	Wplay	Rec Attendant
Boltman	Jack	\$8.75	ERPlay	RecAttendant
Brislin	Katherine	\$9.07	ERPlay	RecAttendant
Buck	Jason	\$8.75	ERPlay	RecAttendant
Cesarini	Adam	\$9.07	PGplay	RecAttendant
Chase	Trevor	\$9.07	ERPlay	RecAttendant
Chiles	Anna	\$8.75	ERPlay	RecAttendant
Cicci	Griffin	\$8.75	ERPlay	RecAttendant
Cote	John	\$8.75	ERPlay	RecAttendant
Coughlin	Curtis	\$8.91	ERPlay	RecAttendant
Cushing	Shaina	\$8.91	PGplay	RecAttendant
Devona	Nicole	\$9.23	Wplay	Rec Attendant
Devona	Haley	\$9.07	Wplay	RecAttendant
Diedrickson	Cameron	\$9.23	Wplay	RecAttendant
Dooling	Samantha	\$8.91	Wplay	RecAttendant
Dwyer	Casey	\$9.07	Wplay	RecAttendant
Farrell	Jenna	\$12.24	Swim	WSI
Ferguson	Elaine	\$3,060.00	PCOOR	Rec Leader
Foster	Gabriela	\$12.24	Swim	WSI
Frasier	John	\$8.91	ERPlay	RecAttendant

Garbinsky	Cassandra	\$8.91 Wplay	RecAttendant
Gingaleski	Susan	\$12.24 BusDriver	Bus Driver
Halligan	Kimberly	\$9.07 PGplay	RecAttendant
Kenyon	Patrick	\$9.75 PGplay	RecAttendant
Kenyon	Tom	\$9.07 Wplay	RecAttendant
Kim	John	\$8.75 ERPlay	RecAttendant
Kousmanidis	Christiana	\$9.23 ERPlay	Rec Attendant
LeGro	Megan	\$10.25 Wplay	Rec Leader
Lindlsey	Katie	\$8.75 Wplay	RecAttendant
Loder	Amy	\$8.91 Wplay	RecAttendant
Long	Kelly	\$2,705.00 ERDIR	Rec Leader
Long	Patrick	\$10.95 ERPlay	Rec Leader
MacDougall	Daniel	\$8.91 PGplay	RecAttendant
Maher	Rebekah	\$8.91 ERPlay	RecAttendant
Martin	Jayde	\$8.75 ERPlay	RecAttendant
Matthews	Katie	\$8.75 PGplay	RecAttendant
McCaffery	Sean	\$8.91 Wplay	RecAttendant
Miller	Sean	\$3,091.00 MDIR	Rec Leader
Moliski	Morgan	\$8.91 ERPlay	RecAttendant
Mortelliti	Caroline	\$8.75 ERPlay	RecAttendant
O'Brien	Annie	\$8.91 ERPlay	RecAttendant
Obrist	Daniel	\$8.75 ERPlay	RecAttendant
Penoyer	Veronica	\$9.07 ERPlay	RecAttendant
Rahim	Adam	\$8.75 ERPlay	RecAttendant
Ruthig	Mikayla	\$8.75 ERPlay	RecAttendant
Scott	Megan	\$8.91 PGplay	RecAttendant
Sischo	Katie	\$12.98 Swim	WSI SUB
Sischo	Nick	\$12.49 Swim	WSI SUB

Smith	Kate	\$2,393.00	Swim	RecLeader
Stein	Corey	\$8.91	ERPlay	RecAttendant
Stone	Matthew	\$8.75	ERPlay	RecAttendant
Ventrone	Danielle	\$8.75	PGplay	RecAttendant
Wasserstom	Matthew	\$9.07	ERPlay	RecAttendant
Weiss	Carl	\$10.00	Swim	Lifeguard

All-Mode COMMUNICATIONS, INC.
Service and Support Plan Agreement

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Date: 5-4-2015

Town of Manlius
("CLIENT")
301 Brooklea Drive
Fayetteville, New York 13066
315-637-3414

ALL-MODE COMMUNICATIONS, INC.
("ALL-MODE")
1725 Dryden Road
Freeville, New York 13068
607-347-4164

Client Account No. 56332
Effective Date: June 17, 2015

ALL-MODE COMMUNICATIONS, INC. is committed to maintaining relationships with our customers that allow us to provide reliable and comprehensive on-going support services at a fair and competitive price. For clients under warranty and clients covered under All-Mode's Service and Support Plan, All-Mode Communications, Inc. will guarantee two hour response for major system malfunctions. If an All-Mode technician does not respond within the guaranteed two hour time interval, the client will be given a credit equal to the monthly cost of the Service and Support Plan, except that said credit shall not exceed five hundred dollars. Response is defined as remote access in (when remote access is accessible). After remote system diagnostics have been performed and it is determined that on site repairs or support is needed, a technician will be dispatched.

This support service includes:

1. Service response for major system malfunctions within two business hours and for minor system malfunctions within one business day

Major system malfunctions include a disruption in service affecting the attendant console, more than 25% of the telephones and/or trunks, or any telephones or applications deemed critical by the customer

2. All parts and labor associated with service repair work included at no additional charge, with as needed access to ALL-MODE's complete inventory of all spare parts required to support the Shoretel system.
3. Disaster recovery support from All-Mode Communications - In the event of a catastrophe causing damage to your Shoretel system beyond repair.
4. Semi-Annual preventive maintenance, including (if applicable) system software backups and battery/UPS inspections
5. Telco circuit fault diagnosis and trouble reporting

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6. Reduced hourly rate for a senior installer on moves, adds and changes.
7. The work order charge of \$45.00 is waived for on-site visits.
8. Remote Programming – one (1) hour per quarter (must have VPN access)
9. ShoreTel software upgrades and labor to install. Based on plan coverage.

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Exhibit 1

Following is All-Mode's Labor Rate Pricing for Time and Material work such as Moves and Changes, and other items not covered by this Service and Support Plan.

Discounted Hourly Labor Rate Schedule and Terms for Service and Support Customers
Effective 10/1/2014 – 9/30/2015

Labor Classification	Regular Time	Overtime (Time & 1/2)	Double Time
Service/Installation Tech	103.00	138.00	173.00
Client Support	103.00	138.00	173.00
Engineer	155.00	207.00	259.00
Senior WAN/LAN Engineer, Professional Services, Client Maintained *	165.00	220.00	275.00

Discounted rate for cabling work for Service and Support Plan Members

Installation Tech	95.00	128.00	160.00
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All work involving customer premises visit(s) is billed based on:

Client LOCATION	BILLING POLICY
Local Service Area	1/2 hour base charge plus one-half-hour minimum
Normal Service Area	One way travel based on a standard travel time plus one-hour minimum
Extended Service Area	Actual round-trip travel plus one-hour minimum
All Areas	\$45.00 Work order charge applied
All work involving only remote access to a Client's System is billed based on:	
All Areas	1/2 hour minimum, no base charge, no travel, no work order charge

1. The Overtime Rate will be charged for any change orders that a client requires to be completed within three business days from receipt of order. (This higher rate will not apply if All-Mode personnel for the appropriate Labor Classification are available at the Regular Time Rate.) All change orders and repair service orders that are performed in our Local and Normal Service Areas on a Time and Material basis, and that require a site visit, will incur either a one-half-hour base charge or a one-way travel charge based on the location. All clients outside our Normal Service Area will be charged portal to portal travel.
2. The total of on-site time and off-site preparation time will be billed in quarter-hour increments, with a one-half-hour minimum for Local Service Area clients and a one-hour minimum for all other clients, based on the established hourly rates listed in the table above.
3. Any change order or repair service order that does *not* require a site visit will not incur a base charge, travel time, or a work order charge. All such time will be billed in one-quarter hour increments with a one-half hour minimum. All other work orders will incur a work order charge, unless the Client is on a Service and Support Plan.
4. There is no charge for any labor necessary for warranty repairs.

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Exhibit 1A

Following is All-Mode's Labor Rate Pricing for Time and Material work such as Moves and Changes **not on a Service and Support Plan**.

Standard Hourly Labor Rate Schedule and Terms for Time and Material Customers
Effective 10/1/2014 – 9/30/2015

Labor Classification	Regular Time	Overtime (Time & 1/2)	Double Time
Service/Installation Tech	114.00	153.00	191.00
Client Support	114.00	153.00	191.00
Engineer	165.00	220.00	275.00
Senior WAN/LAN Engineer, Professional Services, Client Maintained *	176.00	236.00	296.00

All work involving customer premises visit(s) is billed based on:

Client LOCATION	BILLING POLICY
Local Service Area	1/2 hour base charge plus one-half-hour minimum
Normal Service Area	One way travel based on a standard travel time plus one-hour minimum
Extended Service Area	Actual round-trip travel plus one-hour minimum
All Areas	\$45.00 Work order charge applied
All work involving only remote access to a Client's System is billed based on:	
All Areas	1/2 hour minimum, no base charge, no travel

1. The Overtime Rate will be charged for any change orders that a client requires to be completed within three business days from receipt of order. (This higher rate will not apply if All-Mode personnel for the appropriate Labor Classification are available at the Regular Time Rate.) All change orders and repair service orders that are performed in our Local and Normal Service Areas on a Time and Material basis, and that require a site visit, will incur either a one-half-hour base charge or a one-way travel charge based on the location. All clients outside our Normal Service Area will be charged portal to portal travel.
2. The total of on-site time and off-site preparation time will be billed in quarter-hour increments, with a one-half-hour minimum for Local Service Area clients and a one-hour minimum for all other clients, based on the established hourly rates listed in the table above.
3. Any change order or repair service order that does *not* require a site visit will not incur a base charge, travel time, or a work order charge. All such time will be billed in one-quarter hour increments with a one-half hour minimum. All other work orders will incur a work order charge, unless the Client is on a Service and Support Plan.
4. There is no charge for any labor necessary for warranty repairs.

Note: Labor Rate Prices are current through October 1st, 2015

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Please Note:

Customers electing not to subscribe to the Service and Support Plan will be invoiced on a Time and Materials basis for all service work. Response time for minor service calls will be made on a "best effort" basis, with priority given to Service and Support Plan customers.

Non - ALL-MODE provided equipment will be installed and serviced at the Customer Provided Equipment Time and Material labor rate (currently \$160.00 per hour). When needed, replacement parts will be sold at standard purchase prices and is then covered under this contract.

Note that All-Mode will provide a reduced cost alternative to the Full Service and Support Plan offerings for those customers wishing to have support only on the central PBX components. This "Economy" offering will provide the same coverage as the Full Service and Support Plan, with the exception that service work on telephones and wiring are handled on a Time and Materials basis. Both plans exclude troubleshooting data network issues and both plans are available with remote technical support

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Exhibit 2

COVERAGE TO INCLUDE:

1 Shortel IP Telephone System with Voice Mail, Including the following components:

- 1 **Server (running rls 14.2 application software)**
- 2 **Shoregear 220T1K Switch**
- 1 **Shoregear 30 Switch**
- 32 **ShoreWare Extension & Mailbox Clients**
- 16 **ShoreWare Extension Only Clients**
- 1 **Operator License**
- 26 **Professional Call Manager**
- 1 **Additional Site License**
- 37 ShorePhone IP230 Telephones
- 6 ShorePhone IP420 Telephones
- 1 TE600 UPS (batteries are not covered)

Note: Bold indicates items that are covered under the Economy Plan

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Standard Terms and Conditions

1. SERVICE COVERAGE

Business Day Coverage - available from 8 a.m. to 5 p.m. Monday through Friday, exclusive of All-Mode holidays.

24 Hour Coverage - available 24 hours per day, 7 days a week, including All-Mode holidays.

If Client requests maintenance to be performed outside the service coverage period, the service will be furnished at All-Mode's applicable Standard Hourly Labor Rate Schedule and Terms then in effect (reference Exhibit 1). Travel time and expenses are billable in connection with such maintenance. For the purpose of the Agreement, any All-Mode-provided maintenance service started during the principal period of maintenance service and completed within one hour after such period will be treated as having been performed within such period and no additional charge will be made therefore. Otherwise, a minimum of 2 hours will be billed for service delivered outside the selected Service Coverage period.

2. TERM

The term of this Agreement begins on the Effective Date and continues, except as may be otherwise provided for in this Agreement, for 1 year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless at least thirty (30) days prior to the anniversary of the Effective Date of this Agreement, either party notifies the other in writing of its intention to terminate as of the anniversary of the Effective Date of the Agreement. ALL-MODE reserves the right to cancel and terminate this Agreement at any time any charges are past due.

3. CHARGES/PAYMENT

The Client agrees to pay All-Mode any applicable mutually agreed upon charges that may be due at the initiation of this Agreement. Ongoing charges shall be due and payable in advance by the first day of the period (month, quarter, or year as applicable) during which services will be provided under this Agreement.

A monthly service charge of 1 1/2% per month (18% per annum) will be charged on past due accounts. Failure by Client to pay invoices according to terms, including finance charges, shall nullify All-Mode's obligation to respond under this Agreement until such past due invoices are paid in full.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges, or on this Agreement, by any governmental body, including state and local privilege or excise taxes, and any taxes or amount in lieu thereof paid or payable by ALL-Mode in respect of the foregoing. Such additional charges shall not, however, include any taxes based on All-Mode's net income.

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4. ADDITIONAL EQUIPMENT/MOVES & CHANGES AND REARRANGEMENTS

Additional equipment may be added to the list on Exhibit 2 at the maintenance charges in effect on the date such equipment is installed or becomes subject to the terms of this Agreement. Equipment may be rearranged, at Client's request, at All-Mode's charges then in effect. Said additional maintenance charges shall be added to the equipment list and a copy of said amended list provided to Client with the billing at the time of any increase.

(Optional: Additional items of equipment will be made subject to this Agreement upon execution by a duly authorized representative of the Client, and acceptance thereof by All-Mode, of (a) the Client's purchase order, (b) All-Mode's form of addendum or (c) a letter of agreement. Such modification will state the location, the additional items of equipment, model, serial number, the effective date of the commencement of maintenance service and charges with respect to such equipment.)

5. SCOPE OF MAINTENANCE SERVICE

All-Mode will render maintenance service to keep the equipment in, or restore the equipment to, proper working order. This maintenance service includes maintenance based upon the specific needs of the individual item of equipment as determined by All-Mode and unscheduled, on-call remedial maintenance. The hours during which maintenance service is offered will vary, depending upon the coverage option selected by Client.

Maintenance will include adjustments to the equipment and replacement of maintenance parts deemed necessary by All-Mode. Maintenance parts will be new or reconditioned to perform as new and will be furnished on an exchanged basis for Service and Support Plan customers, with the exchanged parts becoming the property of All-Mode. This Agreement, however, does not cover labor and materials to replace parts lost, stolen or damaged by accident, negligence, power surge, lightning or causes other than ordinary use. Further, maintenance service does not include labor and material costs of additions to, rearrangement, relocation or removal of equipment. If persons other than All-Mode representatives perform installation, maintenance or repair of the equipment and All-Mode is required to restore the equipment to good working order by reason thereof, or if the Client requests service outside the scope of maintenance services, such repair or service will be furnished at All-Mode applicable rates for time and materials then in effect, subject to the provisions of paragraph 6. Maintenance service provided under this Agreement does not assure uninterrupted operation of the equipment.

All Client malfunction reports shall be made by telephone to a number provided to Client by All-Mode which number shall be answered by All-Mode or its representative on a 24-hour a day basis.

All-Mode agrees to inspect and repair if necessary all equipment in service at the time of this agreement on a semiannual basis without notification by the Client. The Client agrees to provide access to all All-Mode equipment locations during regular working hours and under reasonable circumstances for the purpose of providing preventative maintenance.

All-Mode COMMUNICATIONS, INC.
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Especially in the case of data processing or computer equipment, Client shall ensure that all of its files are adequately duplicated, backed-up, and documented. Upon reasonable notice to Client, All-Mode or its agents, employees or representatives for subcontractors shall have and the Client hereby grants, unrestricted access to the equipment and premises for the purpose of performing maintenance service.

6. NOT INCLUDED IN MAINTENANCE SERVICE

6.1 The following services are provided on a time and materials basis to Client's selecting any Service and Support Plan option:

A. Repair of damage or the provision of service:

1. Due to any cause external to the equipment adversely affecting its operability or service ability, including, but not limited to, fire, water, and lightning, or due to neglect or misuse;
2. Caused by alterations, including, but not limited to any deviation from the equipment manufacturer's design;
3. Caused by attachments other than those provided by All-Mode or devices which are incompatible with the equipment;
4. Caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable manufacturer;
5. Caused by moves, changes, rearrangements or maintenance performed by an entity other than All-Mode;
6. Caused by the use of the equipment for purposes other than for which it is designed;

B. Furnishing supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification changes or performing services connected with relocation of equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein.

6.2 The following services (inclusive of replacement of maintenance parts) are outside the scope of All-Mode maintenance service provided hereunder:

A. Electrical work external to the equipment;

B. Maintenance of accessories, alterations, attachments, or other devices which are not within the All-Mode product line, or which are not then serviced by All-Mode;

C. Diagnosis of problems that conclusively indicate a malfunction in anything that is not then serviced by All-Mode;

D. Such service which is impractical for an All-Mode service representative to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.

All-Mode COMMUNICATIONS, INC.
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7. LIMITATION OF LIABILITY

All-Mode's liability to Client and/or any third party (whether in contract or in tort) for damages of any nature arising out of All-Mode's performance under this Agreement shall not exceed the amount paid by Client to All-Mode under this Agreement when the cause of action arose.

While All-Mode takes responsibility for providing satisfactory maintenance services, it makes no claim that it can maintain the equipment and software covered by this Agreement in a manner to prevent fraudulent intrusions.

Therefore, no express or implied warranty is made against fraudulent uses that may be made of said equipment and software.

In no event will All-Mode be liable for any lost profits or business opportunities, or any special, indirect or consequential damages even if All-Mode has been advised of the possibility of same. There are no other warranties expressed or implied by All-Mode, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

Further, no liability will arise if the performance of such services is prevented by declared government emergencies, civil disturbances, strikes or other cause beyond All-Mode's control. Neither party may bring any action, regardless of form, arising out of this Agreement, more than one (1) year after the cause of action has arisen.

8. DELAYS

In no event will All-Mode be liable for any delay in performance directly or indirectly caused by events beyond the control of All-Mode, including but not limited to: acts of Client, its agents, employees or subcontractors; acts of God; acts of the public enemy; acts of the United States, a State or political subdivision; fire, floods or other natural disaster; accidents; wars; labor disputes or shortages; inability to obtain material, power, equipment or transportation; or any other similar or different contingency beyond the control of All-Mode.

9. ASSIGNMENTS

Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any attempt by either party to assign or transfer any of the rights, duties or obligations of this Agreement without the other party's written consent voids this contract. All-Mode reserves the right to assign its obligations under the Agreement to a fully qualified service agent.

10. REMEDIES

If either party shall breach or default in its performance of any of its obligations under this Agreement, and shall fail to remedy any such breach or default within thirty (30) days after written notice thereof, in addition to any other remedies the non-defaulting party may have at law or inequity, the non-defaulting party may, at its option, cancel this Agreement by written notice to that effect.

All-Mode COMMUNICATIONS, INC.
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11. GOVERNING LAWS

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

12. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties in relation to the subject matter hereof, and may not be modified, amended or supplemented except by written Agreement signed by an authorized representative of each party.

13. INDEMNIFICATION

Client holds All-Mode Communications, Inc. and its respective shareholders, officers, directors, employees, members, agents and assigns ("All-Mode's Indemnified Parties") harmless and shall indemnify and defend All-Mode's Indemnified Parties from any loss, cost, claim, damage or expense arising from the sole negligence of Client, its employees, agents, representatives or subcontractors.

14. MISCELLANEOUS

This Agreement replaces any other previous Service Agreement between the Client and All-Mode for the repair, maintenance and service of the equipment. The Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.

15. CONTRACT ACCEPTANCE

This Agreement Is Not Binding Upon All-Mode Until Accepted At Its Corporate Office.

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Pricing and Service Options:

	<u>Business Day Monthly Rate</u>	<u>24 Hour Monthly Rate</u>
Full On-site S&S Plan	\$220.00	\$255.00
Economy On-site S&S Plan	\$145.00	\$180.00
Full Remote S&S Plan	\$170.00	\$200.00
Economy Remote S&S Plan	\$110.00	\$140.00

Select from the following options:

	Service Coverage:	Billing Option:
☐ Full On-site plan	☐ Business Day	☐ Monthly
☐ Economy On-site Plan	☐ 24 Hour	☐ Quarterly
☐ Full Remote Plan		☐ Semi-Annually
☐ Economy Remote Plan		☐ Annually

Is CLIENT Tax Exempt? If so, attach copy of Exemption Certificate and check here.

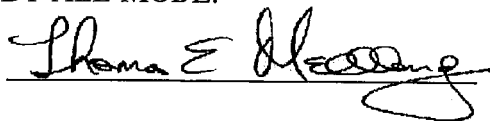
Does CLIENT pay Sales Tax directly to the taxing authority? If so, check here.

AGREED TO BY CLIENT:

AGREED TO BY ALL-MODE:

By: _____

By:



Title: _____

Title: VP of Service and Support

Date: _____

Date: 5-4-2015

Town of Manilus 2015

IN THE MATTER

Of

Local Law 2015-1

**RESOLUTION APPROVING
CHANGES TO RURAL
PERMITS**

**Amending Chapter 155 of the Code of the
Town of Manlius to amend Article III entitled
the District Regulations**

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 10th day of June 2015, 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
Vincent Giordano	Councilor
Karen Green	Councilor
John R. Loeffler	Councilor
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Richard Rossetti	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2015-1, entitled “**A LOCAL LAW AMENDING CHAPTER 155, ARTICLE III “DISTRICT REGULATIONS” OF THE CODE OF THE TOWN OF MANLIUS,**” the text of which is as follows:

**LOCAL LAW 2015-1, A LOCAL LAW AMENDING
CHAPTER 155, ARTICLE III “DISTRICT REGULATIONS”
OF THE CODE OF THE TOWN OF MANLIUS:**

Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows:

Section 1. That Chapter 155, Article III, entitled “District Regulations” of the Code of the Town of Manlius, as amended, is further amended as follows:

§ 155-12. Restricted Agricultural Districts (R-A).

A. The following structures and uses shall be permitted in Restricted Agricultural Districts:

(10) Rural occupations, only after the issuance of a special permit pursuant to Article **IV**, § **155-27**, of this chapter. The purpose of this subsection is to allow a certain class of occupations which do not fit within this chapter's definition of home occupations, which definition has traditionally included primarily professional and teaching uses. This subsection is intended to permit and regulate small, low-intensity business occupations, that blend naturally with the rural setting as determined by the Town Board during the special permit process, where the use proposed can be controlled so as to be in conformity with neighboring uses and so as to minimize possible detrimental effects of the use on neighboring properties.

Section 2. This Local Law shall take effect upon filing with the Secretary of State and shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after such date.

WHEREAS, the Syracuse/Onondaga County Planning Department (“SOCPA”) has reviewed Local Law 2015-1 and by Resolution dated _____ recommended approving this local law;

WHEREAS, the Town Board has examined the environmental impacts of Local Law 2015-1 and based on the EAF prepared by the Town Attorney and reviewed by the Town Board at its June 10th meeting;

WHEREAS, ON June 10, 2015, the Town Board held a public hearing at which time all comments for and against Local Law 2015-1 were heard,

NOW, THEREFORE, BE IT

RESOLVED, that the action taken hereunder is an Unlisted Action under the State Environmental Quality Review Act (SEQRA); and be it

FURTHER RESOLVED, that the Town designates itself as the Lead Agency under SEQRA; and be it

FURTHER RESOLVED, that the Town hereby issues a Negative Declaration under SEQRA based on its review of the Environmental Assessment Form and based on the findings set forth in the SOCPA approval; and be it

FURTHER RESOLVED, that the Town Board of the Town of Manlius hereby enacts Local Law No. 2015-1 as set out above.

RESOLVED AND ORDERED, that said Local Law shall be in full force and effect as provided by law upon the filing of this Local Law with the Secretary of State.

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 ____th day of June 2015; 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 HEREBY 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 ____th day of June 10, 2015.

DATED: June 10, 2015
Fayetteville, New York

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