

301 Brooklea Drive
Fayetteville, NY 13066
Phone 315-637-3414
Fax 315-637-0713



Supervisor:
John T. Deer

Town Board:
Sara Bollinger
Alissa Italiano
Katelyn Kriesel
William Nicholson
Michael Nesci
Ingrid Gonzalez-McCurdy

**Agenda
Town Board Meeting
January 7, 2026
6:30 PM**

**Use the Manlius Town Board's recurring Zoom Link!
The same link will be used for all meetings.**

**Join from PC, Mac, iPad, or Android:
<https://us02web.zoom.us/j/87987327153>**

Pledge Of Allegiance

Open Podium

Skyridge - Change Order #4

1. Contract #3 Extension

Muirfield Drainage - Award Bid

1. IDH LLC

Set Date - Work Session - Eagle Village Watershed Study

Wednesday, February 11, 2026 @ 5 PM

Town Justice - Part-Time Appointment - Clerk to the Court

Wanoa Golf Course

1. Liquor License Application

Kirkville Road Solar

1. Surety Bond Replacement

Employee Handbook

1. Town of Manlius Employee Handbook

Other Business

Approval Of Minutes

1. December 17, 2025

Approval Of Abstract

1. Abstract #25
2. Abstract #1

Adjournment



6602 Herman Road • Warners, NY 13164 • Phone 315.638.7402 • Fax 315.857.0186

December 17, 2025
Miller Engineering
ATTN: Doug Miller
Dougmill@millereengineers.com
315-558-8417

RE: Change Order #4 – Contract time extension

Due to unforeseen conditions encountered during the project to date and agreed upon additions to the project scope, Casinella Excavating is requesting a no cost change order to extend the substantial completion date of this project from 12/30/2025 to 02/27/2026.

A handwritten signature in black ink, appearing to read "Nicholas Casinella", is written over a horizontal line.

Nicholas Casinella, President

12/17/2025

Date

1.03 BID CALCULATION

- (1) All work excluding Allowances:

Three hundred forty seven
Thousand \$ 347,000
(In words) (In figures)

- (2) Allowances (in accordance with Section 01 21 00):

Twenty Five Thousand Dollars
\$ 25,000
(In words) (In figures)

- (3) TOTAL BASE BID: Add lines (1) and (2)

Three hundred seventy two
thousand \$ 372,000
(In words) (In figures)

- II. The undersigned acknowledges the receipt of the following Addenda, but agrees to be bound by all Addenda, whether or not listed herein:

ADDENDUM NUMBERS AND DATES

Addendum No. # 1 dated: 11/17/25
Addendum No. _____ dated: _____
Addendum No. _____ dated: _____

- III. The Bidders submits here with a Bid Guarantee in the amount of \$ 18,600 . In event the bidders fails, within ten (10) calendar days after date of receipt of Notice of Intent to Award, to execute and deliver to the Owner an Agreement in the form provided with said notice and deliver a performance bond, a labor and material bond in the amounts and form prescribed, the Owner may seek recovery from the Bid Guaranty, otherwise the total amount of the bid security will be returned to the Bidder in accordance with provisions set forth in "INSTRUCTIONS TO BIDDERS."

- IV. The undersigned Bidder also agrees as follows:

FIRST: EXECUTION OF AGREEMENT AND SURETY BONDS

Within ten (10) calendar days after receipt of the Agreement provided by the Owner with the Notice of Intent to Award Contract, the bidder shall execute and return the signed Agreement to the Owner, and shall furnish to the Owner required surety bonds, each in the sum of one hundred percent (100%) of the amount of the Contract, to be awarded, to bidder, as security for the faithful performance of the work, and for the payment of all persons performing labor and furnishing materials in connection with the work.

SECOND: NOTICE TO PROCEED

The Notice to Proceed is anticipated to be issued on or about March 02, 2026. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the above indicated time or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

THIRD: CONTRACT TIMES

The Work must be substantially completed within 100 days after the date when the Contract Times commence to run as provided in section 8 of the General Conditions and completed and ready for final payment in accordance with section 8 of the General Conditions within 120 days after the date when the Contract Times commence to run.

FOURTH: LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

FIFTH: NON-COLLUSION

Has completed the SECTION 00 45 19, NON-COLLUSIVE BIDDING CERTIFICATION.

Certifies as follows: Pursuant to Section 103-d of General Municipal Law.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 2. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

SIXTH: REFUSAL TO TESTIFY

The Contractor hereby agrees to the provisions of Section 139-b of New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a state department, legislative body, state commission or other state agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract.

- A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contract with the State of New York or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- B. Any and all Contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law by such a person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

SEVENTH: NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor hereby agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (A) through (G) hereinafter called "nondiscrimination clauses."

If the Contractor was directed to do so by the Owner as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these

nondiscrimination clauses or that is consents and agrees that recruitment, employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Commission for Human Rights of such failure or refusal.

- C. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (A) and (B) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, or national origin.
- E. The Contractor will comply with the provisions of Section 291-299 of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.
- F. This Contract may be forthwith canceled, terminated, or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these nondiscrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- G. The Contractor will include the provisions of clauses (A) through (F) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

EIGHTH: SALES TAX, TRANSFER OF OWNERSHIP


- I. Bid price(s) shall not include any Sales Tax levied by the following governmental agencies:
1. New York State
 2. Onondaga County, New York
 3. Any other Town or Governmental Agency

2.00 SIGNATURES

DATED: 11/19/25

A. If Individual, Partnership, or Non-Incorporated Organization

Name of Bidder: IDH LLC

By: 
(Signature - Blue or other non-black ink required)

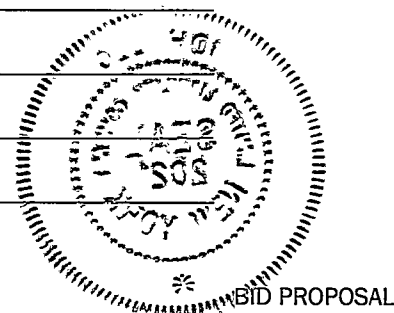
Address of Bidder: 10280 old state Rd Carthage NY 13619

Bidder Email Address (Required): Marcus@idhpro.com

Bidder Phone No. (Required): (315) 778 - 9876

Names and Addresses of Owners or Partners of the Bidder

Marcus Moser 10280 old state Rd
Carthage NY 13619



B. If a Corporation:

Name of Bidder: _____

By: _____
(Signature) (Title) (Blue or other non-black ink required)

Address of Bidder: _____

Bidder's Email Address
(Required): _____

Bidder's Cell Phone No.
(Required): _____

Name of President _____
(Name) (Address)

Officer (Secretary) _____
(Name) (Address)

Treasurer _____
(Name) (Address)

CORPORATE SEAL



END OF SECTION

October 2025

00 42 00 - 8

BID PROPOSAL

**SECTION 00 43 13
BID SECURITY FORM**

1.00 FORM OF BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Whereas the Principal has submitted to the Owner a certain Bid, which is incorporated by reference, and made a part hereof, to enter into a contract generally for the removal the existing stormwater basin structure and accumulated sediment, abandonment of a portion of existing storm sewer, installation of new storm manholes, storm sewer pipes, metal end sections, light stone and stormwater chamber system, site grading, gravel access road, fencing and providing and maintainaing erosion and sediment control practices, as more fully described in the Bidding Documents provided by the Owner, and specifically identified as Muirfield Drive Stormwater Improvements, Town of Manlius, LBA Project No. 2251531.

NOW, THEREFORE, the condition of this obligation is that:

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the form of an agreement (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract, and a bond for the payment of all persons performing labor or furnishing materials in connection therewith.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may award such Bid; and said Surety does hereby waive notice of any such extension.

Failure of the principal, whose Bid the Owner intends to award, to both execute the Agreement tendered by the Owner, and to provide the required performance and payment bonds, shall entitle the Owner to recover from the Bid Guarantee the amount of the Contract finally entered into for the work which is the subject of this Bid in excess of the amount of the Bid of the principal.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

BY: _____

SEAL

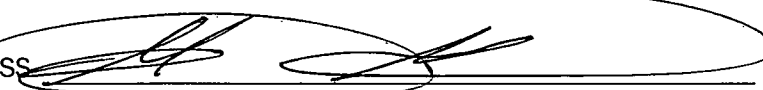
END OF SECTION

SECTION 00 43 14
SITE INVESTIGATION CERTIFICATION

PART 1 - GENERAL

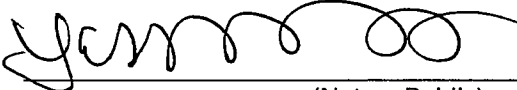
The Contractor acknowledges that he/she has visited the site of the proposed work on Nov. 10th, 2025 and has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the confirmation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

STATE OF NY
COUNTY OF Lewis
CITY OF Denmark (Carthage mailing address)

SS 
Signature of Bidder

10280 old state Rd Carthage, NY 13619
Business Address of Bidder

Sworn to and subscribed before me this 19th day of November, 20 25.


(Notary Public)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified In Lewis County
Commission Expires May 14, 2028

END OF SECTION

SECTION 00 43 73
PROPOSED SCHEDULE OF VALUES

1.1 BID FORM SUPPLEMENT

- A. Within 7 days of the receipt of the Notice of Award, submit a completed Proposed Schedule of Values form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of **five** percent of the Contract Sum, and the General Conditions.
- B. Arrange schedule of values using **AIA Document G703-1992**
 - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <https://www.aiacontracts.org>

END OF SECTION

**SECTION 00 45 19
NON-COLLUSIVE BIDDING CERTIFICATE**


By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in case of a joint bid, each party hereto certifies as to its organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The bidder herein has carefully examined the annexed form of the contract and contract documents.
5. The bidder has not violated the provisions of Section 103-d of General Municipal Law.

STATE OF NY

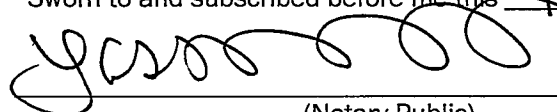
COUNTY OF Lewis

CITY OF Carthage - Town of Denmark

SS 
Signature of Bidder

10280 old state Rd Carthage NY 13619
Business Address of Bidder

Sworn to and subscribed before me this 19th day of November, 2025.


(Notary Public)

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified In Lewis County
Commission Expires May 14, 2024

END OF SECTION

Certification Regarding Sexual Harassment Prevention Policies Pursuant to State Finance Law §139-I


By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, Marcus Moser, hereby affirm, under penalty of perjury, that
Printed Name of Person Executing Certification

I am Managing Member of the above-named bidder that I am
Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

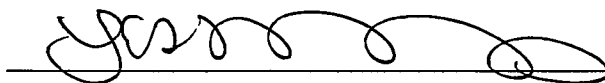
The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.


Signature

STATE OF NY)
) ss.:
COUNTY OF Lewis)

On this 19th day of November, 2025, before me personally came

Marcus Moser, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.


Notary Public

Submit form with original signatures

END OF SECTION

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2028

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EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.


Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor Name: IDH LLC

By:  Date: 11/19/25
Signature

Print Name and Title: Marcus Moser Managing Member

END OF SECTION

**SECTION 00 52 00
AGREEMENT FORMS**

1.00 AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between the **Town of Manlius**, (maintaining office at **301 Brooklea Dr.**), parties of the first part, hereinafter called the OWNER, and

party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations, hereinafter named agree as follows:

1.01 SCOPE OF THE WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work in accordance with the requirements of the plans and specifications and as may be reasonably implied and required to make the work complete in every respect.

For the Project entitled:

Muirfield Drive Stormwater Improvements

1.02 CONTRACT DOCUMENTS

The work shall be performed in accordance with the requirements and provisions of the following Documents prepared by the Firm of LaBella Associates, D.P.C., hereinafter called the ARCHITECT/ENGINEER, and which Documents in addition to the Contract Documents in General Conditions Paragraph 1.1.1, are hereby made a part of this Agreement.

- A. Drawings (not attached but incorporated by reference) for all contract and alternates work consisting of 9 sheets with each sheet bearing the following general title: "Muirfield Drive Stormwater Improvements"
- B. Bidding Documents as listed in the Table of Contents of the Project Manual
- C. Contract Documents as listed in the Table of Contents of the Project Manual
- D. Technical Specifications as listed in the Table of Contents of the Project Manual

E. Attachments as listed in the Table of Contents of the Project Manual

i. The following Addenda:

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

1.03 TIME OF COMPLETION

- A. The work to be completed under these Contracts shall be commenced within five (5) days after the date of Notice to Proceed.
- B. The entire work shall be completed within the completion time noted within the TIME OF COMPLETION provided in section 00 42 00 Bid Proposal beginning from receipt of the Notice to Proceed.
- C. Failure to complete the specified sections of the work within the time stipulated in this Article, including extensions granted thereto as determined by the Architect/Engineer, shall entitle the Owner to deduct from the monies due, or about to become due to the Contractor, an amount equal to the amounts provided in section 00 42 00 Bid Proposal for each calendar day of delay in the completion of the work, said sum being fixed and agreed as Liquidated Damages which the Owner will suffer by reason of such delay and not as a penalty.

1.04 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the performance of the Contract, subject to additions and deductions and the adjustment of final quantities as provided herein, the total base bid (Contract sum) as follows:

Base Bid: _____

(Written in words)

\$ _____

(Written in numerals)

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

Owner
Town of Manlius
301 Brooklea Dr
Fayetteville, New York 13066

Witness

Title Owner

Contractor

Witness

Title Owner

END OF SECTION

**SECTION 00 52 01
AGREEMENT ACKNOWLEDGEMENTS**

1.00 ACKNOWLEDGEMENTS

1.01 (ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____ corporation described in and which executed the foregoing instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of the corporation; and that he signed his name hereto by like order.

(Notary Public)

1.02 (ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed, the foregoing instrument in the firm name of _____, and he duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

(Notary Public)

1.03 (ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally
came _____, to me known, and known to me to be the person
described in and who executed the foregoing instrument and duly acknowledged that he executed
the same.

(Notary Public)

1.04 (ACKNOWLEDGEMENT BY MUNICIPALITY)

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn did depose and say that they are the Supervisor of the Town of Irondequoit , and that he executed the above instrument; and that they are authorized to sign her name thereto on behalf of the Owner.

(Notary Public)

END OF SECTION

NOTICE TO PROCEED

| | | |
|-------------|---------------------------------------|--|
| Owner: | Town of Manlius | Owner's Contract No.: |
| Contractor: | | Contractor's Project No.: |
| Engineer: | Labella Associates, D.P.C | Engineer's Project 2251531 No.: |
| Project: | Muirfield Dr. Stormwater Improvements | Contract Name: Effective Date of Contract: |

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on , 20.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**SECTION 00 61 00
PERFORMANCE BOND**

1.00 PERFORMANCE BOND

1.01 GENERAL

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety") are held and firmly bound to the _____
_____ (hereinafter called the
"Owner") in the full and just sum of _____ Dollars
(\$_____) good and lawful money of the United States of America, for the payment of which
sum of money, well and truly to be made and done, the Principal binds himself, his/her heirs,
executors, administrators and assigns and the Surety binds itself, its successors and assigns, jointly
and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the
_____ day of _____ 20____, with the Owner for the
_____ a copy of which Contract is
annexed to and hereby made part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract or his/her (their, its) part to be kept and performed and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner and Government from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner and Government for all outlay and expense which the Owner and Government may incur in making good any such default, and shall protect the said Owner and Government against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner and Government or its officers or agents or which the said Owner and Government may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his/her (their, its) agents or servants, or the improper performance of the said work by the said Principal, or his/her (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, if requested to do so by the Owner and Government, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the Owner and Government and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further;

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof; or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

IN WITNESS WHEREOF, the Principal has hereunto set his/her (their, its) hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20____.

(If Corporation add Seal and Attestation.)

Principal

By:

Attest

Secretary

By:

Add Corporation Seal.

Attest: _____

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned, _____

_____ personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned, _____

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____ the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public or Commissioner of Deeds)

END OF SECTION

**SECTION 00 61 13
LABOR AND MATERIALS PAYMENT BOND**

1.0 LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the "Principal") and _____

_____ (hereinafter called the "Surety") are held and firmly bound to the _____

_____ (hereinafter called the "Owner") and

the United States of America and unto all persons, firms, and corporations who or which may furnish

labor, or who furnish materials to perform as described under the contract and to their successors

and assigns, in the full and just sum of _____ Dollars (\$_____)

good and lawful money of the United States of America, for the payment of which sum of money, well

and truly to be made and done, the Principal binds itself, its heirs, executors, administrators,

successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally,

firmly by these present.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____

day of _____ 20____, with the Owner for the

_____ a copy of which

Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, the Owner has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor or the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety for value received, hereby stipulates and agrees, that no change, extension, alteration, or addition to the terms of the said Contract or specifications accompanying the same, shall in anywise affect its obligation under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition, and further;

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and provisions of local Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the surety has caused this instrument to be signed by its _____, and its corporate seal to be hereunto affixed this _____ day of _____ 20____.

(If Corporation add
Seal and Attestation.)

Principal

By: _____

Attest: _____
Secretary

By: _____

Add Corporation Seal.

Attest: _____

2.00 ACKNOWLEDGMENTS

2.01 ACKNOWLEDGMENT BY A PERSON IN NEW YORK STATE (RPL 309-a)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned,

personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

2.02 ACKNOWLEDGMENT BY A PERSON OUTSIDE NEW YORK STATE (RPL 309-b)

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ 20_____, before me, the undersigned, _____ personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

2.03 BY SURETY COMPANY

STATE OF _____)

SS:

COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____ the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Notary Public or Commissioner of Deeds)

END OF SECTION

ATTACHMENT A
QUAIFICATIONS STATEMENT



QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: IDH LLC
Address: 10280 Old State Rd
Carthage, NY 13619

2. SUBMITTED TO:

LaBella Associates

3. SUBMITTED FOR:

Muirfield Drive Stormwater Improvements

Owner: Town of Manlius

Project Name: Muirfield Drive Storm water Improvements

TYPE OF WORK:

General Contractor

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Marcus Moser

Title: Managing Member

Phone: (315) 778-9876

Email: Marcus@Idhpro.com

5. **AFFILIATED COMPANIES:**

Name:

None

Address:

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

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- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

New York

Date of Organization: _____

3/23/21

Members: _____

Marcus Moser

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

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- Address: _____

7. LICENSING

Jurisdiction: _____

To Do Business in State of NY

Type of License: _____

New York State

License Number: _____

86-2839640

Jurisdiction: _____

Certificate of Contractor Reg.

Type of License: _____

NYS DOL

License Number: _____

25-64QE9-CR

8. CERTIFICATIONS

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

None

9. BONDING INFORMATION

Bonding Company: _____

RTI Insurance Company

Address: _____

PO Box 3967

peoria, IL 61612-3967

Bonding Agent: _____

Foy Agency (MSA)

Address: _____

PO Box 42

Deer River, NY 13627

Contact Name: _____

Jeff Foy

Phone: (315) 493-2391

Aggregate Bonding Capacity: 3 million

Available Bonding Capacity as of date of this submittal: 2.5 million

10. FINANCIAL INFORMATION

Financial Institution: Community Bank N.A.

Address: Main Street

Boonville NY

Account Manager: Lindsay Cavanaugh

Phone: (315) 942-4460

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Marcus Moser

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

was not Required until 2025

| | | | |
|------|-------------|-----|----------|
| YEAR | <u>2025</u> | EMR | <u>-</u> |
| YEAR | <u>2024</u> | EMR | <u>-</u> |
| YEAR | <u>2023</u> | EMR | <u>-</u> |
| YEAR | <u>2022</u> | EMR | <u>-</u> |
| YEAR | <u>2021</u> | EMR | <u>-</u> |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|------|-------------|------|----------|
| YEAR | <u>2025</u> | TRFR | <u>-</u> |
| YEAR | <u>2024</u> | TRFR | <u>-</u> |
| YEAR | <u>2023</u> | TRFR | <u>-</u> |

| | | | |
|------|-------------|------|----------|
| YEAR | <u>2022</u> | TRFR | <u>0</u> |
| YEAR | <u>2021</u> | TRFR | <u>0</u> |

Total number of man-hours worked for the last 5 Years:

| | | | |
|------|-------------|---------------------------|-------------|
| YEAR | <u>2025</u> | TOTAL NUMBER OF MAN-HOURS | <u>1200</u> |
| YEAR | <u>-</u> | TOTAL NUMBER OF MAN-HOURS | <u>-</u> |
| YEAR | <u>-</u> | TOTAL NUMBER OF MAN-HOURS | <u>-</u> |
| YEAR | <u>-</u> | TOTAL NUMBER OF MAN-HOURS | <u>-</u> |
| YEAR | <u>-</u> | TOTAL NUMBER OF MAN-HOURS | <u>-</u> |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|------|-------|------|-------|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: IDH LLC
BY: Marcus Moser
TITLE: Managing Member
DATED: Nov 19th 2025

NOTARY ATTEST:

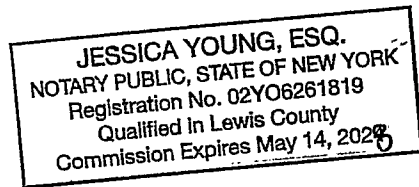
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19th DAY OF November, 2025



NOTARY PUBLIC - STATE OF NY

MY COMMISSION EXPIRES: 5-14-2028



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

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(See Attached)

SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person Name: Address: Telephone: | Design Engineer Name: Company: Telephone: | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---|--|---------------|--------------|--------|--------------|
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |

(See Attached)

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person Name: Address: Telephone: | Design Engineer Name: Company: Telephone: | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---|--|---------------|--------------|--------|--------------|
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |
| | Name: Address: Telephone: | Name: Company: Telephone: | | | | |

Schedule A—Current Projects

| | | | | | |
|---|------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| Name of Organization | Mosedale Dairy | | Project Name | Site Work New Barn 2025 | |
| Project Owner | Andrew Moser | | Date Project | May 2025 | |
| General Description of Project | Site Work | | Project Superintendent | Safety Manager | |
| Project Cost | \$200,000.00 | | Organization | Quality Control Manager | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | Marcus Moser | Jim Stratton | Marcus Moser | Jim Stratton | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| Owner | Name | Title/Position | Organization | Telephone | Email |
| Designer | Andrew Moser | owner | Mosedale | (315) 783-5214 | Mosedaledairy@gmail.com |
| Construction Manager | | | | | |
| Project Owner | Project Name | | | | |
| General Description of Project | Date Project | | | | |
| Project Cost | Project Superintendent | Safety Manager | Quality Control Manager | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| Owner | Name | Title/Position | Organization | Telephone | Email |
| Designer | | | | | |
| Construction Manager | | | | | |
| Project Owner | Project Name | | | | |
| General Description of Project | Date Project | | | | |
| Project Cost | Project Superintendent | Safety Manager | Quality Control Manager | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager | |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| Owner | Name | Title/Position | Organization | Telephone | Email |
| Designer | | | | | |
| Construction Manager | | | | | |

Schedule B—Previous Experience with Similar Projects

| | | | |
|---|--------------------|------------------------|--------------------------|
| Name of Organization | Mosedale Dairy LLC | | |
| Project Owner | Andrew Moser | Project Name | 2021 Site Work |
| General Description of Project | Site Work | | |
| Project Cost | \$ 800,000.00 | Date Project | Fall 2021 |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | Marcus Moser | Tony Young | Marcus Moser |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Andrew Moser | Organization | Mosedale |
| Designer | | Telephone | (35) 783-5214 |
| Construction Manager | | | Mosedale.dairy@gmail.com |

| | | | |
|---|-----------------|------------------------|----------------|
| Project Owner | Tom Williams | | |
| General Description of Project | Site Work | | |
| Project Cost | \$ 75,000.00 | Date Project | Fall 2021 |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | Marcus Moser | Tony Young | Marcus Moser |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Tom Williams | Organization | |
| Designer | | Telephone | (708) 363-5921 |
| Construction Manager | | | |

| | | | |
|---|-----------------|------------------------|----------------|
| Project Owner | John Failing | | |
| General Description of Project | Site Work | | |
| Project Cost | \$ 75,000.00 | Date Project | Spring 2021 |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | Marcus Moser | Tony Young | Marcus Moser |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | John Failing | Organization | |
| Designer | | Telephone | (845) 825-6831 |
| Construction Manager | | | |

Schedule B—Previous Experience with Similar Projects

| | | | |
|---|---------------------------|------------------------|-------------------------|
| Name of Organization | Kabella | | |
| Project Owner | Village of Boonville | Project Name | Erwin Park |
| General Description of Project | Blacktop Trail + Sitework | | |
| Project Cost | \$340,000 | Date Project | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | Marcus Moser | Ryan Kelley | Marcus Moser |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Name | Title/Position | Organization |
| Designer | | | Telephone |
| Construction Manager | | | Email |
| Project Owner | Project Name | Date Project | |
| General Description of Project | | | |
| Project Cost | Project Manager | Project Superintendent | Safety Manager |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | | | Quality Control Manager |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Name | Title/Position | Organization |
| Designer | | | Telephone |
| Construction Manager | | | Email |
| Project Owner | Project Name | Date Project | |
| General Description of Project | | | |
| Project Cost | Project Manager | Project Superintendent | Safety Manager |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | | | Quality Control Manager |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Name | Title/Position | Organization |
| Designer | | | Telephone |
| Construction Manager | | | Email |
| Project Owner | Project Name | Date Project | |
| General Description of Project | | | |
| Project Cost | Project Manager | Project Superintendent | Safety Manager |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager |
| Name | | | Quality Control Manager |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | |
| Owner | Name | Title/Position | Organization |
| Designer | | | Telephone |
| Construction Manager | | | Email |

Schedule C—Key Individuals

| Project Manager | | | |
|--|----------------|---------------------------------------|-----------------------------------|
| Name of individual | | Marcus Moser | |
| Years of experience as project manager | | 20 yrs | |
| Years of experience with this organization | | 4 yrs | |
| Number of similar projects as project manager | | 50 Each | |
| Number of similar projects in other positions | | 25 Each | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| Moserdale Dairy Project | | 10% | May 2025 |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | Tony Young | Name | Andrew Moser |
| Title/Position | Superintendent | Title/Position | owner |
| Organization | IDH LLC | Organization | Moserdale Dairy |
| Telephone | (315) 921-5156 | Telephone | (315) 783-5214 |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | Foreman | Candidate's role on project | |
| Project Superintendent | | | |
| Name of individual | | Jim Stratton | |
| Years of experience as project superintendent | | 30 yrs | |
| Years of experience with this organization | | 2 yrs | |
| Number of similar projects as project superintendent | | 100 Each | |
| Number of similar projects in other positions | | 50 Each | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| Moserdale Dairy Project | | 10% | May 2025 |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | Tony Young | Name | Andrew Moser |
| Title/Position | Superintendent | Title/Position | owner |
| Organization | IDH LLC | Organization | Moserdale Dairy |
| Telephone | (315) 921-5156 | Telephone | (315) 783-5214 |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | Foreman | Candidate's role on project | |

| Safety Manager | | | |
|--|----------------|---------------------------------------|-----------------------------------|
| Name of individual | | Marcus Moser | |
| Years of experience as project manager | | 20 yrs | |
| Years of experience with this organization | | 4 yrs | |
| Number of similar projects as project manager | | 50 Each | |
| Number of similar projects in other positions | | 25 Each | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| Mosedale Dairy project | | 10% | May 2025 |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | Tony Young | Name | Andrew Moser |
| Title/Position | Superintendent | Title/Position | owner |
| Organization | IDH LLC | Organization | Mosedale Dairy |
| Telephone | (315) 921-5156 | Telephone | (315) 783-5214 |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | Foreman | Candidate's role on project | |
| Quality Control Manager | | | |
| Name of individual | | Jim Stratton | |
| Years of experience as project superintendent | | 30 yrs | |
| Years of experience with this organization | | 2 yrs | |
| Number of similar projects as project superintendent | | 100 Each | |
| Number of similar projects in other positions | | 50 Each | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| Mosedale Dairy project | | 10% | May 2025 |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | Tony Young | Name | Andrew Moser |
| Title/Position | Superintendent | Title/Position | owner |
| Organization | IDH LLC | Organization | Mosedale Dairy |
| Telephone | (315) 921-5156 | Telephone | (315) 783-5214 |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | Foreman | Candidate's role on project | |

4

| Model | Purchase Date |
|---------------------|---------------|
| F350 Dump W/ plow | 2023 06 06 |
| Volvo Dumptruck | 2021 05 19 |
| Cat D5c Dozer | 2021 05 01 |
| Cat 321B Excavator | 2021 05 11 |
| JD 240 Skidsteer | 2021 09 01 |
| cat 303 Excavator | 2021 01 03 |
| F350 service pickup | 2022 07 05 |
| Plate Tamper | 2021 05 20 |
| Demo Saw | 2023 06 06 |
| Generator 2200 | 2021 06 30 |
| Generator 5000 | 2021 06 30 |
| C232 Track skid | 2023 11 29 |
| Sierra 1500 | 2022 11 21 |
| 16' Enclosed | 2020 10 15 |
| Tilt Trailer | 2024 12 18 |
| 10 ton tag Trailer | 2022 05 26 |
| Conex Box | 2024 01 30 |
| 2018 Komatsu PC78 | 2024 02 29 |
| Dynapac roller | 2024 09 11 |
| Trench box | 2024 09 11 |
| Takahuchi TL 10 | 2025 07 30 |
| 1995 Box Van | 2025 07 30 |
| | |

ATTACHMENT B
GEO TECHNICAL REPORT





GEOTECHNICAL SUBSURFACE INVESTIGATION and ENGINEERING REPORT

**MUIRFIELD DRIVE DRAINAGE IMPROVEMENTS
VILLAGE OF FAYETTEVILLE, ONONDAGA COUNTY, NEW
YORK**

Prepared for:
**Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066**

Prepared by:
**LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, New York 14614
COA #021272**

LaBella Project No.: 2251531

10/23/2025

NOTE

This report is written using **U.S. Customary Units** unless otherwise noted.

The professional services provided in this project include only the specific geotechnical aspects of the subsurface conditions at the site. The presence or implications of possible surface or subsurface contaminants from any source are outside the terms of reference for this geotechnical study and have not been investigated or addressed herein. Coal seam hazard evaluation, fire and gas hazard evaluation, site subsidence hazard evaluation, wetland impact study, septic field hazard or impact evaluation, slope stability and landslide hazard analysis, and a detailed site-specific seismic hazard evaluation are beyond the scope of work for this project.

The subsurface soil profile and design parameters provided in this report are estimated based on the results of the soil borings as indicated by: the boring logs, visual classification of the recovered soil and/or rock samples, geotechnical laboratory results (where applicable), analytical laboratory results (where applicable) and/or generally published soil and/or rock property correlations. Actual subsurface conditions beyond the soil borings and below the depths explored may vary, as well as subsurface conditions encountered in the field during and/or as a result of construction activity. The recommendations contained within this report are based on the subsurface conditions encountered. If subsurface conditions or the planned improvements vary from those presented within this report or on the plans referenced, the geotechnical engineer shall be notified immediately to identify if the recommendations provided herein are still applicable.

Please contact the undersigned Geotechnical Engineer with questions regarding the information provided herein.

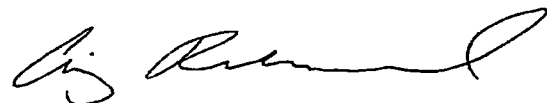
This report was prepared by **LaBella Associates, D.P.C.**

Written by:

Reviewed by:



Jonathan A. Eisnor
Geotechnical Project Engineer
(electronic or copied signature unless in blue ink)



Christopher R. Redmond, PE
Senior Geotechnical Engineer
(electronic or copied signature unless in blue ink)

It is a violation of New York Education Law Article 145 Sec. 7209, and Article 147 Sec. 7307 for any person, unless acting under the direction of a licensed professional engineer, licensed professional geologist, licensed land surveyor, or registered architect to alter an item in any way. If an item bearing the seal of a licensed professional engineer, licensed professional geologist, licensed land surveyor, or registered architect is altered; the individual altering the document shall affix to the item their seal and the notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

Terry Thisse Engineering (TTS Professional Engineering PLLC)
PO Box 36
Martinsburg, NY 13404

18-Nov-25

IDH, LLC
10280 Old State Road
Carthage, NY 13619
Attn: Marcus Moser, managing partner

Dear Marcus, as per your request, I have reviewed the contract plans for the Muirfield Drive Drainage Improvements for the Village of Fayetteville, Onondaga County, New York as well as the Geotechnical Subsurface Investigation and Engineering Report provide in the project manual, as drawn up by LaBella Associates.

As requested, I will provide a well defined and legible plan for the dewatering and construction of all below ground structures , while excavating shoring will be handled by tradional lay back methods, consistent with industry standards and site conditions.

Sincerely

Terry Thisse

A handwritten signature in black ink, appearing to read 'Terry Thisse', with a stylized, cursive script.

NYS PE License # 053993

ADDENDUM NO. 1
Muirfield Drive Stormwater Improvements
Town of Manlius

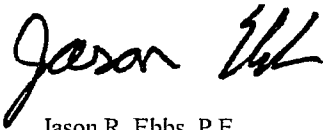
Effective from this date of issue, the following changes are part of the Contract Documents for the above-referenced project.

All provisions of the original Contract Documents shall remain in full force and effect as specifically described in this Addendum. The date of issue is **November 17, 2025**. The bid date remains unchanged.

TO THE DRAWINGS:

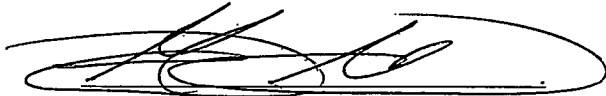
C703 – CONSTRUCTION DETAILS

1. **DELETE** the following label on detail 3/C703 “RESTORE LAWN DISTURBED BY CONSTRUCTION AND PROVIDE NEW 4” MINIMUM DEPTH MECHANICALLY SCREENED TOPSOIL (TYP)” in its entirety and **REPLACE** it with “RESTORE LAWN DISTURBED BY CONSTRUCTION AND PROVIDE NEW **6” MINIMUM DEPTH** MECHANICALLY SCREENED TOPSOIL (TYP)”.



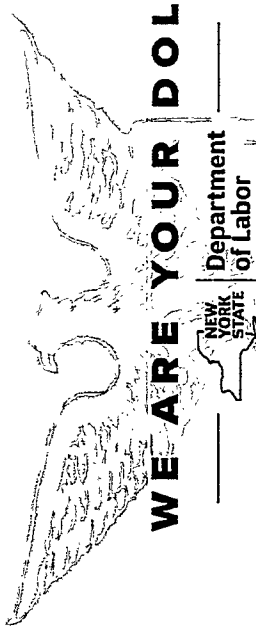
Jason R. Ebbs, P.E.
Project Manager
LaBella Associates, D.P.C.

This addendum is to be signed below and attached to the bid submitted to the Town of Irondequoit.
Received and accepted by:



(Bidder's Signature)

11/18/25
(Date)



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

IDH LLC

10280 Old State Rd

Carthage, New York 13619

Phone Number: 3157789876

Registration Number: 25-64QE9-CR

Date of Issue: 2025-01-14

Expiration Date: 2027-01-14

(This license is valid only for the contractor named above)

Roberta Reardon
Roberta Reardon
Commissioner
New York State Department of
Labor



**SECTION 00 43 13
BID SECURITY FORM**

1.00 FORM OF BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned IDH, LLC
10280 Old State Road, Carthage, NY 13619 as Principal, and
RLI Insurance Company 9025 N. Lindbergh Drive, Peoria, IL 61615 as Surety, are hereby held and firmly
bound unto Town of Manlius 301 Brooklea Dr Fayetteville NY, 13066 as Owner in the penal sum of
\$ Five percent of contract amount (5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Whereas the Principal has submitted to the Owner a certain Bid, which is incorporated by reference,
and made a part hereof, to enter into a contract generally for the removal the existing stormwater
basin structure and accumulated sediment, abandonment of a portion of existing storm sewer,
installation of new storm manholes, storm sewer pipes, metal end sections, light stone and
stormwater chamber system, site grading, gravel access road, fencing and providing and
maintainaing erosion and sediment control practices, as more fully described in the Bidding
Documents provided by the Owner, and specifically identified as Muirfield Drive Stormwater
Improvements, Town of Manlius, LBA Project No. 2251531,

NOW, THEREFORE, the condition of this obligation is that:

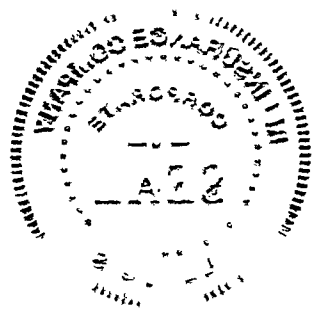
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the
form of an agreement (properly completed in accordance with said Bid) and shall furnish a
bond for the faithful performance of said Contract, and a bond for the payment of all persons
performing labor or furnishing materials in connection therewith.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by an extension of the time within
which the Owner may award such Bid; and said Surety does hereby waive notice of any such
extension.

Failure of the principal, whose Bid the Owner intends to award, to both execute the
Agreement tendered by the Owner, and to provide the required performance and payment
bonds, shall entitle the Owner to recover from the Bid Guarantee the amount of the Contract
finally entered into for the work which is the subject of this Bid in excess of the amount of the
Bid of the principal.

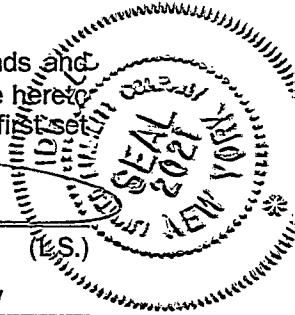





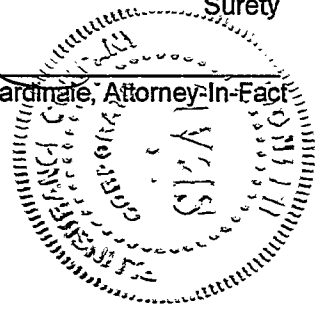
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


IDH, LLC

Marcus Moser, Member Principal

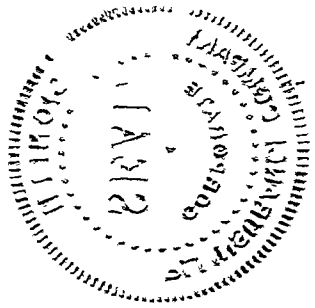
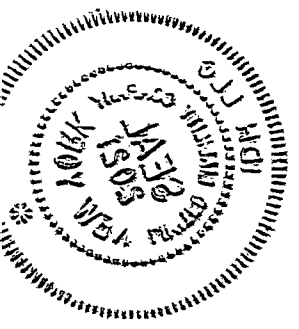


RLI Insurance Company
Surety
BY:  _____
Gary A. Cardinale, Attorney-In-Fact



SEAL

END OF SECTION



ACKNOWLEDGMENT OF PRINCIPAL

STATE OF NY)
COUNTY OF Lewis) SS.:

On the 19th day of November in the year 2025, before me, the undersigned, personally appeared Marlus S. Mese, personally known to me or proved to 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JESSICA YOUNG, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02YO6261819
Qualified in Lewis County
Commission Expires May 14, 2024

[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) SS.:

On the 19th day of November in the year 2025, before me, the undersigned, personally appeared Gary A. Cardinale, personally known to me or proved to 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

*

STATE OF NEW YORK
COUNTY OF ...
...
...

LIAM REESI
PUBLIC STATE OF NEW YORK
Registration No. 01RE0014979
Qualified in Erie County
Commission Expires October 20, 2027

Admitted Assets

| | |
|--|--------------------------------|
| Investments: | |
| Fixed maturities | \$ 1,623,131,091 |
| Equity securities | 1,673,246,978 |
| Short-term investments | 0 |
| Real estate | 23,610,523 |
| Properties held to produce income | 0 |
| Cash and cash equivalents | 100,053,303 |
| Other invested assets | 47,767,817 |
| Receivables for securities | 275,318 |
| Agents' balances | 102,566,673 |
| Investment income due and accrued | 13,698,890 |
| Funds held | 0 |
| Reinsurance recoverable on paid losses | 16,390,360 |
| Federal income taxes receivable | 2,852,054 |
| Net deferred tax asset | 4,498,328 |
| Guarantee funds receivable or on deposit | 162,638 |
| Electronic data processing equipment, net of depreciation | 1,319,432 |
| Receivable from affiliates | 2,988 |
| Other admitted assets | <u>10,471,819</u> |
| Total Admitted Assets | \$ <u>3,620,048,212</u> |

Liabilities and Surplus

| | |
|---|--------------------------------|
| Liabilities: | |
| Reserve for unpaid losses and loss adjustment expenses | \$ 1,043,034,784 |
| Unearned premiums | 462,867,199 |
| Accrued expenses | 135,095,230 |
| Funds held | 590,443 |
| Advance premiums | 27,473,420 |
| Amounts withheld | 04,224,210 |
| Remittances and items not allocated | 3,310,530 |
| Dividends declared and unpaid | 20,141 |
| Ceded reinsurance premium payable | 28,179,079 |
| Payable for securities | 7,894,282 |
| Statutory penalties | 367,343 |
| Current federal and foreign income taxes | 0 |
| Net deferred tax liability | 0 |
| Borrowed money and accrued interest | 50,191,167 |
| Drafts outstanding | 0 |
| Payable to affiliate | 17,707,813 |
| Other liabilities | <u>1,780,541</u> |
| Total Liabilities | \$ <u>1,832,736,190</u> |
| Surplus: | |
| Common stock | \$ 10,000,375 |
| Additional paid-in capital | 242,451,084 |
| Unassigned surplus | <u>1,534,860,563</u> |
| Total Surplus | \$ 1,787,312,022 |
| Total Liabilities and Surplus | \$ <u>3,620,048,212</u> |

State of Ohio

County of Cuyahoga

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of NEW YORK and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate Seal Affixed }

Craig Kliethermes President

Olga S. Happel Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott Notary Public, State of Ohio

M0058325_Portals



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale, jointly or severally

in the City of Buffalo, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of September, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

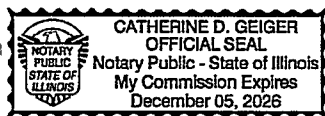
On this 13th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

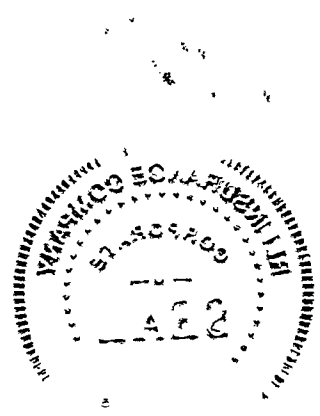
I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 19th day of November, 2025.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary





01/06/2026

John Deer, Supervisor
Town of Manlius
301 Brooklea Drive,
Fayetteville, NY, 13066

**RE: Bid Recommendation Letter
Town of Manlius
Muirfield Drive Stormwater Improvement Project**

Dear Supervisor Deer:

After review and evaluation of the bids received for the Town of Manlius Muirfield Drive Stormwater Improvement Project, we recommend that the contract be awarded to **IDH LLC** in the amount of \$372,000.


On November 19, 2025, nine bids were received for the Town of Manlius Muirfield Drive Stormwater Improvement project. After discussing the bid with the two lowest bidders they requested that their bids be withdrawn from consideration. IDH LLC submitted the third lowest bid in the amount of \$372,000.

We interviewed Marcus Moser, the owner of IDH contracting, to ensure the contractor understands the scope and can complete the project in accordance with the construction documents. In addition, we reviewed the list of previous work performed by the contractor and contacted references associated with those projects. Based on our review, it is our opinion that IDH is qualified to perform the work required to complete this project.

Upon the Town of Manlius' authorization, LaBella Associates will issue a Notice of Intent to Award to the contractor and prepare the necessary contract documents.

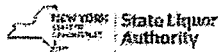
Best Regards,

LaBella Associates



Jason R. Ebbs, PE

Project Manager



| OFFICE USE ONLY | | |
|--------------------------------|-------------------------------|------------|
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: **December 16, 2024**

1a. Delivered by: _____

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

New Application Removal Class Change

For premises in the City of New York:

New Application New Application and Temporary Retail Permit Temporary Retail Permit Removal

Class Change Method of Operation Corporate Change Renewal Alteration

Town of Manlius
Town Clerks Office

DEC 22 2025

Received and Filed

For New and Temporary Retail Permit applicants, answer each question below using all information known to date
For Renewal applicants, answer all questions

For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For Corporate Change applicants, attach a list of the current and proposed corporate principals

For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For Class Change applicants, attach a statement detailing your current license type and your proposed license type

For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice Is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: **Town of Manlius - Clerk's Office**

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): **N/A** Expiration Date (if applicable): **N/A**

5. Applicant or Licensee Name: **Wanoa Golf Course & Driving Range Inc**

6. Trade Name (if any): _____

7. Street Address of Establishment: **6920 Minoa Bridgeport Road**

8. City, Town or Village: **East Syracuse**, NY Zip Code: **13057**

9. Business Telephone Number of applicant/ Licensee: **315-656-8213**

10. Business E-mail of Applicant/Licensee: **www.wanoagc.com**

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: **Venue for Golf, Tennis, Swimming, Skiing, Ice Skating or Boating**

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: (check all that apply) Live Music (give details i.e., rock bands, acoustic, jazz, etc.): **acoustic**

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify): _____

15. Licensed Outdoor Area: (check all that apply) None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify): **Golf Cart to be used on entire golf course (seasonal)**

| OFFICE USE ONLY | | |
|--------------------------------|-------------------------------|------------|
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

| | |
|----------------------------------|----------------------------------|
| <input type="text" value="N/A"/> | <input type="text" value="N/A"/> |
| Name | Serial Number |

21. Does the applicant or licensee own the building in which the establishment is located? Yes (If YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

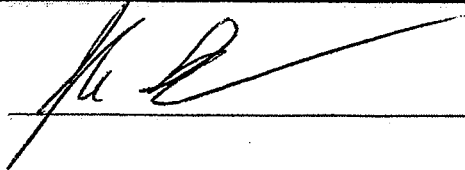
30. Business E-mail Address of Representative/Attorney:

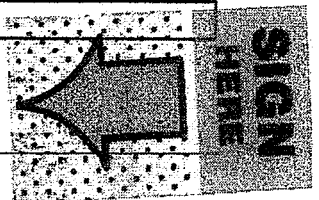
I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name:

Title:

Principal Signature: 



Dear Town of Manlius,

In this package you will find a new Surety bond # L275247-2142 that has been issued for Meltwater Solar Project. This bond has been issued to serve as a replacement security for Bond # K41691633.

Also provided is a release letter for Bond # K41691633 issued by Federal Insurance Company which will need to be completed to release them from their liability under their instrument upon the acceptance of the replacement bond found within this package.

Please sign and date the accompanying release letter and send a scanned copy of the executed letter to Rosenberg & Parker at christina.lee@suretybond.com. Please mail the signed letter and the originally issued Bond # K41691633 to the following address:

Rosenberg & Parker
595 Swedesford Rd #350
Wayne, PA 19087
ATTN: Christina Lee

Rosenberg & Parker serves as the surety broker for both Cypress Creek Renewables (seller) and Goodfinch Vista Holdings (buyer) and we will ensure that the former bond is properly released upon receipt of the enclosed letter and original bond.

Thanks,

Rosenberg & Parker

Town of Manlius
Town Clerks Office

DEC 29 2025

Received and Filed

Federal Insurance Company Bond # K41691633

Town of Manilus hereby releases Federal Insurance Company from all past, present and future liability associated with bond number K41691633 issued on behalf of Meltwater Solar, LLC. This release is effective as of _____ (insert date here). This release shall cause the bond to become null and void and terminate and obligation of Federal Insurance Company under the bond.

Town of Manilus

By: _____

(Insert Name & Title)

Date: _____

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, Meltwater Solar, LLC as Principal, and Lexington National Insurance Corporation, a Florida corporation duly authorized under the laws of the State of New York, as Surety, are held and firmly bound unto Town of Manlius, as Oblige in the maximum aggregate penal sum of Two Hundred Ninety Two Thousand One Hundred Ten and 89/100 Dollars (\$292,110.89), lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Oblige has issued the Principal and Oblige a special use permit related to Meltwater Solar, LLC, Parcel #071.-02-09.0 and as a requirement of such permit, the Principal is obligated ensure removal of the solar energy system from the property located at 6101 Kirkville Road North, Manlius, New York 13082 following discontinuation of service in accordance with that certain Decommissioning Agreement, dated May 18, 2023 (the "Decommissioning Agreement"), a copy of which is attached hereto as Exhibit A, and the Meltwater, LLC Decommissioning Plan, dated May 18, 2023, a copy of which is attached to the Decommissioning Agreement as Exhibit A thereto; and

Whereas, said Principal is required under the terms of said special use permit and Decommissioning Agreement to furnish a bond for the faithful performance of the decommissioning referred to in said Decommissioning Agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall perform its obligations in the said Decommissioning Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Provided further, that if the Principal fails to respond to the Oblige's notice of default or fails to perform its decommissioning responsibilities as outlined in said Decommissioning Agreement, then Oblige shall deliver to the Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of the Surety as stated therein. Following receipt of such notice, the Surety shall promptly and at the Surety's election and expense take one of the following actions:

1. Arrange for the Principal, with consent of the Oblige, to perform and complete the decommissioning; or
2. Undertake to perform and complete the decommissioning itself, through its agents or through independent contractors; or
3. Waive its right to perform the decommissioning and forfeit the full bond penalty to the Oblige.

The surety may cancel this bond at any time by giving the Obligees sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligees within thirty (30) days of the receipt by the Obligees of the Notice of Cancellation, the surety may choose to reinstate this bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligees.

Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Obligees be obligated for the payment thereof.

The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

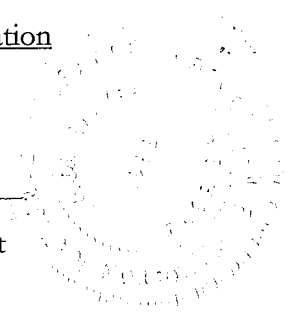
IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 23rd day of December, 2025.

Meltwater Solar, LLC

Lexington National Insurance Corporation

By: [Signature]
James Hudson
Authorized Signatory

By: [Signature]
Melissa J. Hinde, Attorney-in-Fact



*Replaces Federal Insurance Company bond no. K41691633

EXHIBIT A

Decommissioning Agreement

[Attached.]

EXHIBIT B

Meltwater Solar, LLC Decommissioning Plan

Prepared and Submitted by Meltwater Solar, LLC

Decommissioning will occur as a result of any of the following conditions:

1. The solar energy system the ("SES") does not produce power for a period of 12 consecutive months

Meltwater Solar, LLC (the "Operator") of the SES will do the following as a minimum to decommission the SES:

1. Remove all Operator-owned equipment, conduits, structures, and foundations to a depth of at least four feet below grade; and
2. Remove all fencing unless the owner of the leased real estate requests in writing for it to stay in place; and
3. Take the following steps to restore the land:
 - a. Reseed the land using local non-invasive grasses;
 - b. Maintain the grass for a total of three months after the seeding; and
 - c. Decompact all disturbed areas.
4. Follow all practices as outlined in the New York State Department of Agriculture and Markets' *Guidelines for Solar Energy Projects- Construction Mitigation for Agricultural Lands (Revision 10/18/2019)*, please see attached for a copy.

All such removal and decommissioning shall occur within 365 days of any aforementioned decommissioning condition.

The Operator is responsible for decommissioning the SES.

The Operator will provide the Town of Manlius Planning Board with an updated signed decommissioning plan within 30 days if the operator of the SES changes.

The Operator will provide the Building Inspector of the Town of Manlius notification within 30 days of the discontinuance of use of the SES, and if the SES is nonoperational for a continuous period of six months, the Operator shall submit a letter to the Office of Planning and Development indicating when it is expected to resume operations or whether the decommissioning of the site, in accordance with this plan, shall commence.

A surety bond will be considered a valid form of security in the event that:

- a) Bond must be renewed no later than 90 days prior to the expiration of the term of the bond and deliver proof of renewal promptly after renewal (unless renewal is automatic pursuant to the terms of the bond); failure to do same is an event of default of the Special Permit
 - i. In the event of default from failure to renew the bond or the early termination of the bond without replacement of the bond on substantially the same terms, the Town will give 30 days written notice to the Operator that the solar array must be decommissioned. If within 30 days of receipt of notice, decommissioning is not initiated or the default is not cured, the Town may decommission and make a claim against the bond for same.

*Replaces Federal Insurance Company bond no. K41691633

Any updates to this plan will be submitted to the Town of Manlius Planning Board by the party responsible for decommissioning the SES.

Operator: _____

Signature: _____

Date: _____

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF “LNIC Original” WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Elizabeth P. Cervini, James M. DiSciullo, Melissa J. Hinde, Kyle W. Koziol, John E. Rosenberg, Matthew J. Rosenberg, Allison Thornhill

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the CEO, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the CEO, President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the CEO, President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

Ronald A. Frank, CEO



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, CEO of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 30th day of January, 2025.

Lisa R. Slater, Secretary

Attached to bond signed this 23rd day of December, 2025

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal



LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

| | |
|--|-----------------------------|
| Bonds (Amortized Value) | \$8,268,521 |
| Common Stocks (Market Value) | 4,473,985 |
| Mortgage Loans on Real Estate | 6,440,985 |
| Real Estate - Properties held for sale | - 0 - |
| Cash & Bank Deposits | 22,595,167 |
| Unpaid Premiums & Assumed Balances | 1,770,033 |
| Net Deferred Tax Asset | 363,138 |
| Receivable for parent | 52,719 |
| Electronic Data Processing Software | 93,886 |
| Interest & Dividends Due and Accrued | 85,802 |
| Funds Held in Escrow Accounts | <u>104,900,430</u> |
| TOTAL ASSETS | <u>\$149,044,666</u> |

LIABILITIES, SURPLUS & OTHER FUNDS

| | |
|---|-----------------------------|
| Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses) | \$1,348,000 |
| Commissions Payable | 145,510 |
| Other Expenses (Excluding taxes, licenses and fees) | 281,968 |
| Taxes, Licenses & Fees (Excluding Federal Income Tax) | 307,968 |
| Current Federal Income Taxes | 78,019 |
| Unearned Premiums | 14,388,809 |
| Advance Premiums | 354,067 |
| Reinsurance Payable | 465,117 |
| Provision for reinsurance | 292,389 |
| Payable To Parent | 182,604 |
| Deferred Ceded Commission | 2,501,216 |
| Accounts Withheld by Company for Account of Others | <u>105,651,421</u> |
| TOTAL LIABILITIES | <u>\$125,997,088</u> |
| Common Capital Stock | 3,483,940 |
| Gross Paid-in & Contributed Surplus | - 0 - |
| Unassigned Funds (Surplus) | 19,967,830 |
| Treasury Stock | <u>(404,192)</u> |
| Surplus as Regards Policyholders | <u>23,047,578</u> |
| TOTAL LIABILITIES, SURPLUS & OTHER FUNDS | <u>\$149,044,666</u> |

I, Kim Marzullo, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 5th day of March 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

Kim Marzullo

Kim Marzullo, Vice President

TOWN OF MANLIUS

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the Town of Manlius Employee Handbook outlining the benefits, rules and regulations of the Town. I further acknowledge that I have read the content of the Handbook and will contact my department head with any questions.

I understand that the Town of Manlius reserves the right to change or modify any portion of this Handbook. I agree to abide by the policies outlined in this Handbook.

I understand that the employee benefits, personnel policies, and rules in the Handbook will remain in effect unless changes become necessary.

The Town of Manlius follows a policy of “employment at will”. Accordingly, this Handbook is not intended to be a contract of employment or a warranty of benefits.

This Handbook is intended only for internal use by the Town of Manlius. The contents of this Handbook may not be copied or reproduced in any form or by any means for any other individual or organization without the prior written permission of the Town.

I also hereby acknowledge that I have received, read, and understand the Town’s policies regarding, Harassment, Discrimination, and Retaliation and agree to follow the terms of these policies during my employment.

EMPLOYEE NAME (PLEASE PRINT)

EMPLOYEE SIGNATURE

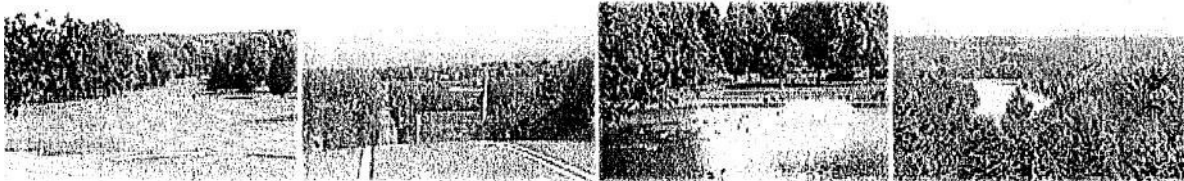
DATE OF SIGNATURE

SIGNATURE OF TOWN MANAGER

DATE OF SIGNATURE



TOWN OF MANLIUS EMPLOYEE HANDBOOK



**Town of Manlius
EMPLOYEE HANDBOOK
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100 INTRODUCTION

101 Welcome Letter

Welcome to the Town of Manlius!

As an employee of the Town, you are asked to read and become familiar with the contents of this Employee Handbook. The policies, procedures, and provisions outlined in this Handbook are designed to serve as guidelines to keep you as informed as much as possible about your employment. Please read the Handbook in its entirety.

While the provisions and procedures outlined herein should give answers to most of your general questions about employment, this Handbook cannot cover every situation that might arise. The Handbook is a compilation of policies related to law or approved by the Board, and procedures and guidelines that can be changed internally. Neither any individual section nor the Handbook as a whole is intended to create any kind of contractual relationship; all provisions outlined herein are subject to change at the Board's discretion, with or without notice.

If you have questions about these guidelines or any job-related topic, please consult with your Department Head, the Town Manager, or me at any time.

I appreciate the opportunity to work with you, and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.

Sincerely,

John T. Deer
Town of Manlius Supervisor

102 The Purpose of this Handbook

The purpose of this Handbook is to communicate the Town of Manlius' personnel policies and practices to all employees. It is extremely important that our employees understand the policies that relate to benefits, employment classifications, rules, regulations, pay policies, and personnel practices. This Handbook does not create any kind of contractual relationship and all provisions outlined herein are subject to change at the Board's discretion, with or without notice. Further, all employment in the Town, with the exception of employment covered by a specific contract, is employment at will. This means either the Town or the employee may terminate the employment relationship, subject to the requirements of the New York State Civil Service Law, Town Law, or any applicable law, rule or regulation. Do not hesitate to contact your Department Head or the Town Manager if you have questions regarding any topic covered in this Handbook.

103 Civil Service Employees

The provisions of this Handbook shall not be deemed in any way to conflict with or modify any act of the Legislature of the State of New York, relating to the Civil Service rights, privileges or status of any employees in the Town.

104 Manlius Police and Highway Department Employees

The Town of Manlius Police Department and Highway Department have existing collective bargaining agreements. The employment terms set out in this Handbook are separate from, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Manlius Police and Highway Department employees. Employees should consult the terms of their respective collective bargaining agreements with regard to any conflicting terms between those agreements and this Handbook.

105 Changes or Modifications

The Town of Manlius reserves the right to interpret, change or modify any action of this Handbook with or without notice. The employee benefits, personnel policies, procedures and rules of this Handbook will remain in effect until they are changed. Questions about any topic covered in this Handbook should be directed to the employee's immediate supervisor, department head or the Town Manager.

106 Hiring Process

Any and all employment offers must be approved by a motion of the Town Board. Only the Town Board has authority to hire and determine salary, except those salaries governed by an existing labor agreement.

200 COMPLIANCE POLICIES

201 The Americans with Disabilities Act (ADA)

The Town is committed to complying with all applicable provisions of state, federal and local laws prohibiting discrimination, including the Americans with Disabilities Act. It is the Town's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability as defined by the ADA, who has made the Town aware of his or her disability and need for accommodation, provided that such accommodation does not constitute an undue hardship for the Town. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Department Head.

The Town will engage in a timely, good faith interactive process with the employee to identify reasonable accommodations. Employees may be asked to submit relevant medical documentation.

202 Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Town of Manlius, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, genetic predisposition, or any other protected characteristic as established by law. Specifically, the Town strictly prohibits and does not tolerate discrimination against employees, applicants, interns, or any other covered persons because of age, race, color, religion, creed, national origin including ancestry, ethnicity, sex including pregnancy, gender, gender identity or expression, including status as a transgender individual, physical or mental disability, including gender-related conditions, citizenship or immigration status, military status, including past, current, or prospective service in the uniformed services, genetic information, predisposing genetic characteristics, marital status, domestic violence victim status, familial status, actual or perceived sexual orientation, or and any other characteristic protected under applicable federal, New York, or local law. All of the Town's employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

Persons who believe that they have not been afforded equal treatment in accordance with this policy should contact any Department Head, the Town Manager, or the Town Supervisor. Employees may raise concerns and make reports without fear of reprisal. All complaints will be fully investigated and corrective action taken where required. Any Town employee found to be engaging in any type of unlawful discrimination or improper

harassment will be subject to disciplinary action, up to and including termination of employment.

203 Harassment in the Workplace

The Town is committed to providing a work environment free of unlawful harassment and discrimination. Words, actions, gestures, jokes, touching or comments based on an individual's race, color, religion, creed, national origin including ancestry, ethnicity, sex including pregnancy, gender, gender identity or expression, including status as a transgender individual, physical or mental disability, including gender-related conditions, citizenship or immigration status, military status, including past, current, or prospective service in the uniformed services, genetic information, predisposing genetic characteristics, marital status, domestic violence victim status, familial status, actual or perceived sexual orientation, or and any other characteristic protected under applicable federal, New York, or local law, are strictly prohibited and will not be tolerated. Normal, courteous, mutually respectful, pleasant, interaction between employees that are acceptable to both parties are not considered harassment. This policy includes, but is not limited to prohibiting unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature. Employees should refer to the Town's Sexual Harassment Prevention Policy (Appendix E) for more information specific to issues of sexual harassment.

Since the Town encourages employees to report what they believe are incidents of discrimination or harassment, no individual will be retaliated against because they made such a report or participated in an investigation related to harassment or discrimination.

Every employee, applicant, intern and volunteer is entitled to a work environment free from harassment of any type. Violation of

the Town's harassment and/or non-discrimination policies will result in disciplinary action up to and including termination.

As is the case with all policies in this Handbook, failure to comply with this policy may lead to disciplinary action.

All employees are required to complete the Town's Harassment Prevention training.

Complaint Procedure

It is the Town's policy to thoroughly investigate and remedy any known incident of unlawful discrimination or harassment. In order to accomplish this objective, unlawful discrimination or harassment must be promptly brought to the attention of the Town management. If an employee believes that they have been subjected to any form of harassment, they should report the matter at once to their immediate supervisor, Department Head, the Town Manager, or the Town Supervisor. Any supervisor who receives a complaint of harassment must immediately notify the Town Supervisor. The Town Supervisor will contact the Town Attorney, who will investigate the alleged discrimination or harassment and confer with individuals who believe they have been victims.

If the Town determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. If an employee is found to have violated the Town's anti-harassment policy, the employee will be subject to disciplinary action up to and including termination. Employees are expected to cooperate fully if they are called upon in an investigation. Information gathered in the course of any investigation will be kept confidential to the extent practicable and consistent with the Town's duty to conduct a thorough investigation. No employee will be subject to retaliation of any kind for making a good faith report of harassment or cooperating in an

investigation. Employees who report incidents of harassment will be informed of the results of the investigation. Follow-up interview(s) with the complainant will be conducted promptly, to ensure that the harassment has not resumed, and that no retaliatory action has been taken.

If you believe that you have experienced or witnessed discrimination or harassment in the workplace, you have a responsibility to report that behavior to your Department Head immediately. If you are unable to discuss this matter with your Department Head, take your complaint directly to the Town Supervisor or Town Manager. All complaints will be investigated discreetly and promptly. Any employee who reports discrimination or harassment will not suffer adverse employment consequences as a result of a complaint.

The Town will not tolerate retaliation based on opposition to discrimination or harassment or participation in complaint proceedings or an investigation. Retaliation against anyone who makes a complaint of discrimination, harassment, or substantiates a complaint of harassment or discrimination, is unacceptable and will result in disciplinary action. Retaliation should be reported to the Town in the same manner as harassment.

204 Fair Treatment Policy

It is our policy to treat all employees with fairness, respect and dignity. We will not tolerate harassment or discrimination of any kind in the workplace.

If you believe you have encountered any kind of harassment or discrimination in the workplace, please advise your Department Head immediately. If you are unable to report this matter to your Department Head, take your complaint directly to the Town Supervisor or Town Manager. All reports will be investigated promptly and your employment will not be adversely affected as a result of bringing this matter to the Town's attention.

205 Employment of Minors

When minors (under the age of 18) are hired by the Town the Town requires that the minor present working papers prior to beginning employment. No minor shall be hired without first presenting working papers. Minors may be limited to a set number of hours of work per week (depending on conditions such as whether school is in session) as mandated by state and federal law.

206 Immigration Law Compliance

The Town does not employ persons who are not legally eligible to work in the United States of America. The Town is committed to employing United States citizens and others who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, as a condition of employment, each new employee must complete an Employment Eligibility verification form 1-9, and provide documentation establishing identity and employment eligibility. Former employees who are rehired must also comply with this requirement.

300 EMPLOYEE CLASSIFICATIONS

301 Probationary Period

A probationary period of one year has been established for all new employees. During this period, employees will have the opportunity to learn job responsibilities and demonstrate abilities to their immediate supervisor. If not terminated sooner, new employees will meet with their immediate supervisor at the conclusion of the probationary period to evaluate the new

employee's performance and determine if the new employee should be assigned permanent employee status. At a six month interval, the Supervisor or Department Head will perform a written evaluation of the employee on a form prescribed by the Town Manager.

302 Probationary Period (Civil Service Employees)

A permanent appointment in the competitive, non-competitive, exempt or labor class is initially made for a probationary period during which the employee must prove his or her ability and competence to perform the job. This probationary period is generally for a minimum of a 26 week period, with certain exceptions such as an interdepartmental transfer which is for a probationary term of 12 weeks or a trainee appointment which has a maximum of 52 weeks. During this probationary period, the employee's supervisor will observe and evaluate the employee's work performance and make suggestions for improvement or for future work development. At a midpoint during the 26 week period, the Supervisor or Department Head will perform a written evaluation of the employee on a form prescribed by the Town Manager.

Before the 26th week of employment the employee will receive notice from the Department Head that (a) the probationer will be terminated; or (2) the probationer has satisfactorily completed the probationary period. The Town Manager must review the correspondence and a copy of the mid-point evaluation (and any other evaluations) before it is issued to the employee.

Permanent employees who are either promoted or have made an interdepartmental transfer and are required to serve probationary term have the right to return to his/her previous position at any time during the probationary term. If the employee's performance during the probationary period is not satisfactory, he/she shall be restored to the previous permanent position.

303 Employment Categories

Employees of the Town are defined in two classifications to determine employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Town. Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws according to current applicable federal or state laws. In addition, each employee will belong to one other employment category:

FULL-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work 36.25 hours or more per week. Full-time employees are generally eligible for Town benefits, subject to the terms, conditions, and limitations of each benefit program, and they are eligible for all legally mandated benefits (such as Social Security and Workers' Compensation insurance).

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 36.25 hours per week. Part-time employees are generally not eligible for benefits.

SEASONAL employees are those who are hired for a limited duration and specific purpose. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees retain that status unless and until notified of a change.

CONTRACTED workers are those individuals performing specific tasks or projects under contract or Memoranda of Understanding

and are not considered employees and are not eligible for any benefits.

304 Town of Manlius Police and Highway Department Employees

Members of the Town of Manlius Police and Highway Department should refer to their current Labor Agreements for information on employee classification.

305 Eligibility for Overtime

In accordance with the Federal Labor Standards Act (FLSA), non-exempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay for time worked in excess of 40 hours per workweek.

Exempt employees are not eligible to receive any form of compensation for overtime; they are expected to work as many hours as required to perform the duties of the position.

306 Non-Exempt Employees

Hourly Town employees will be paid straight time for all hours up to forty (40) hours in one workweek. Thus, hours worked beyond the 36.25 up to 40 hours will not be counted towards overtime calculations, except upon written approval by the Town Supervisor. Non-exempt employees who work more than forty (40) hours in one week are eligible to receive overtime pay for those hours. Any hours over forty (40) in one week will be paid at the rate of one and one-half (1.5) times an employee's hourly rate or at the compensatory time rate pursuant to the Town's compensatory time off policy. In addition, hourly employees are required to take a duty-free unpaid lunch period each day which is 30 minutes in length or in combination with 15 minute break for a 45 minute lunch. Lunch and break periods will not be counted in calculating overtime.

The Department Head must approve all overtime in advance and overtime payments will be paid in the next payroll period. Employees should contact their supervisor or the Town Manager if they have questions about their overtime eligibility. All employees are required to document their work time on the Town designated time collection system. Each Department Head shall review their department's submitted time and upon completion, certify that they are correct, and present them to the Town Manager by the Monday before the next scheduled payroll.

Failure to use the Town designated time collection system or document accurate time records may result in disciplinary action to the employee beginning with first a warning, then a written reprimand and ultimately dismissal.

307 Full-Time Exempt (Salaried) Employee

An Exempt employee is not required to be paid overtime or receive compensatory time and generally includes executive, professional, and administrative employees. Full-time exempt (salaried) employees are generally entitled to all benefits provided by the Town.

Salaried employees are required to document their work time on the Town designated time collection system. Each Department Head shall review their department's submitted time and upon completion, certify that they are correct according to Town policy, and present them to the Town Manager by the Monday before the next scheduled payroll.

Failure to use the Town designated time collection system or document accurate time records may result in disciplinary action to the employee beginning with first a warning, then a written reprimand and ultimately dismissal.

308 Scheduling and Working Overtime

Depending on Town needs, employees will be required to work overtime when requested to do so. Prior approval of a Department Head, however, is required before any nonexempt, hourly employee works overtime. Employees working overtime without approval will be subject to disciplinary action. Before overtime is worked, the employee must receive approval from his or her Department Head, utilizing the Town designated time collection system, but such overtime shall not exceed budget allocations. Overtime is considered a condition of employment, and refusal to accept it is cause for discipline, up to and including termination.

309 Time Worked

Approved paid absences, including but not limited to sick leave, vacation leave, holiday leave, FMLA, military leave, jury and witness duty, funeral/bereavement leave, compensatory time off, and voting time off, are not counted as time worked for the purposes of computing overtime.

310 Compensatory Time

The Town allows accrual of compensatory time by nonexempt employees up to 72.50 hours per year in lieu of overtime pay.

Overtime shall be paid at the rate of time and one-half the employee's base hourly rate or compensatory time off at time and one-half for all hours worked over 40 hours per week to all employees who are non-exempt under the FLSA.

311 Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wages for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a) (1) and Section 13(a) (17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

To qualify for exemption from overtime requirements (distinct from the issue of pay frequency), employees generally must be paid at not less than \$684 per week on a salary basis. Employees who work in an executive or administrative capacity must be paid on a salary basis at no less than \$1,124.20 per week (2024), \$1,161.65 per week (2025), or \$1,199.10 per week (2026). These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to the exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked.

Exempt employees do not need to be paid for any work week in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid

on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Town Policy on penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Town Salary Basis Policy

It is our policy to comply with the salary basis requirements of the FLSA and New York Labor laws. Therefore, we prohibit all Town managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Town does not allow deductions that violate the FLSA or New York Labor Law.

What to Do If an Improper Deduction Occurs?

If employees believe that an improper deduction has been made to their salary, they should immediately report this information to their direct supervisor or the Town Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

400 EMPLOYMENT MATTERS

401 Employment at Will

This Employee Handbook is not a contract of employment and does not alter the “employment at will” relationship under State law where applicable. An employee may terminate their employment with the Town of Manlius, at any time, for any reason, or no reason. In addition, the Town of Manlius may terminate the employment of any employee at any time. Such termination must be in accordance with applicable collective bargaining agreements and the Civil Service Law.

402 Personnel Files

The Town has Official Personnel Files on every employee. These files are kept in the Town Managers office. All original documents, except for documents relating to an employee’s medical condition or history, must be part of the employee’s Official Personnel File. Department Heads are responsible for forwarding all documents related to an employee to the Town Manager for placement in the personnel file.

Employee files are maintained by the Town Manager and are considered confidential. Department Heads and supervisors other than the Town Manager, Town Attorney, and the Town Supervisor may only have access to personnel file information on a need-to-know basis. A Department Head or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file.

Department Heads and supervisors may maintain separate files in their offices; however, these files are not considered the Town's Personnel Files. Department Heads and supervisors are required to provide all documents regarding employees to the Town Manager for a determination as to whether the document is appropriately included in the Personnel File.

Personnel files are to be reviewed in the Town Managers' office. Personnel files may not be taken outside of the Town Managers office.

Representatives of government or law enforcement agencies, in the course of their business, may be allowed access to file information. This decision will be made at the discretion of the Town Manager in response to the request, a legal subpoena, or court order.

Personnel file access by current employees upon request may be permitted at the Town's discretion.

403 Change in Status

Employees are responsible for keeping the information in their Personnel File up to date. Change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations and individual to notify in case of emergency are very important for insurance, retirement and tax purposes and must be reported immediately. Please notify the Town Managers office when changes occur in any of these or other matters.

404 Driver's Licenses

Any employee who is required to drive either a Town owned vehicle or his or her own vehicle to conduct business on behalf of the town, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's

license. In addition, employees of the Highway Department employed in certain job titles must possess and maintain throughout employment, a valid New York State C.D. L. Class B driver's license.

All levels of driver's licenses must be free from major infractions and acceptable to the Town's insurance carrier. It is the employee's responsibility to notify his or her immediate supervisor of any violations or change in status of their driver's license and the Town reserves the right to require employees to participate in the LENS Program through New York State Department of Motor Vehicles. The Town also reserve right to require employees that must drive a Town owned vehicle in performance of job duties to take and pass a defensive driving class. Proof of this license may be required upon hiring and as requested throughout employment. Loss or change in the status of a driver's license may have an effect on your employment with the Town if your employment requires you to operate a motor vehicle while working.

405 Time Documentation

All non-union employees of the Town are required to document time worked on the Town designated time collection system.

406 Corrective Discipline

It is the policy of the Town of Manlius that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town. An employee must conduct oneself in a positive manner so as to promote the best interests of the Town.

Employees covered by Civil Service Law Section 75 shall be disciplined in accordance with the provisions contained therein. The disciplinary action for union employees will be in accordance with the applicable collective bargaining agreement. In normal

circumstances, the Town endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Town does, however, retain the right to discipline employees in any manner it sees fit. When appropriate, a counseling session will precede disciplinary action. Progressive discipline will include written warnings, suspension without pay, or termination of employment, depending on the circumstances. The Town does not guarantee that one type of discipline will precede another. Furthermore, the Town reserves the right to suspend an employee while an investigation is conducted.

When a rule, policy, or procedure is violated, the employee's immediate supervisor, or other designated supervisor, will review the specific nature of the violation with the employee. The employee's input is extremely important to ensure that all of the facts have been considered. After such a review, corrective action is discussed with the employee and the management involved.

Employees are given the opportunity to agree or disagree with the results and write a brief statement on the corrective action notice, if desired. However, as a condition of employment, employees are required to sign the corrective action notice to indicate that a discussion of the issue has taken place. Failure to comply with this policy could result in further disciplinary action, up to and including termination of employment. Employees are entitled to receive a copy of any written notice issued by the Town.

Any employee who, after investigation, is found to have violated the policies, procedures, rules, or regulations outlined in this Employee Handbook or those established by the employee's department or the Town Board, or is found to have engaged in misconduct will be subject to disciplinary action in accordance with this policy, Civil Service Law Section 75, or the collective bargaining agreement, as applicable.

407 Separation from Employment

An employee who intends to resign from employment must submit a written resignation to their immediate supervisor at least two weeks before the date of resignation is to be effective.

Employees receive their final paycheck on the next regularly scheduled payday. The final paycheck includes payment for accumulated vacation benefits, if employees have accrued but unused vacation time.

Upon resignation or termination of employment from the Town, employees will be mailed their final paycheck during the next normal pay period.

Exit Interviews

In order to bring closure to the employment relationship, the Town requires that exiting employees participate in an exit interview regardless of whether the termination of employment was initiated by the employee or employer.

During this meeting, the following topics will be addressed:

- The employee's forwarding address and phone number
- Further details about the employee's reason for leaving or to further explain the reasons for discharge
- Unemployment Benefits
- Insurance coverage or conversion (benefits) including retiree health insurance (if applicable)
- Return of Town property (if applicable)
- Final Paychecks

Other items may be addressed, as needed.

Exit interviews are conducted by the Town Manager and in the Police Department by the Chief of Police.

500 **EMPLOYEE BENEFITS**

The Town of Manlius provides its employees with a comprehensive, full range of benefits.. All employees are supplied with booklets containing detailed description of eligibility and benefits, and should refer to these with any questions. Additionally, the Town Manager will help answer any questions employees may have.

Disclaimer

The Town has established a variety of employee benefit programs designed to assist employees and their eligible dependents. This portion of the Employee Handbook contains a very general description of the benefits to which employees of the Town may be entitled. Please understand that this general explanation is not intended to, and does not, provide employees with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Final decisions pertaining to employee benefits should be determined only by referring to the full text of the official plan documents, which are available for examination upon request to the Town Manager. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Town and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the Town reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein,

including any health benefits that may be extended to retirees and their dependents. Further, the Town reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of the Town's benefit programs, please refer to the Summary Plan Descriptions which are provided separately or contact the Town Manager.

501 Wage and Salary

Rate of Pay - An employee's rate of pay will be established by the Town Board or pursuant to a collective bargaining agreement ratified by the Town Board, as applicable.

Merit Increases - An employee may receive a pay increase based upon the employee's performance and work history. The merit increase will be granted at the discretion of the Town Board.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Wage and Salary provisions set forth in this Handbook. Employees covered by a separate collective bargaining agreement should refer exclusively to their respective agreements for specific information on the provision of wages.

502 Longevity Policy

The Town of Manlius recognizes and rewards the long-term dedication and commitment of its employees. The Longevity Policy provides an annual bonus to eligible employees based on total years of qualifying service.

Eligibility

1. Service Requirements

- Employees must have completed at least six (6) years of total qualifying service by December 31 of the year preceding payment to be eligible for a longevity bonus.
- Volunteer service does not count toward years of service.
- Employees must be actively employed by the Town at the time of payout or have retired after December 31 of the preceding year.
- Part-time employees who transition to full-time status will have their years of service pro-rated based on their part-time employment with the Town prior to moving into a full-time role.

2. Years of Service Calculation

- Years of service are calculated from the employee's hire date with the Town of Manlius.

3. Separation Before Payout

- If an employee separates from service after December 31 but prior to the February payout, they will still receive the longevity payment for which they qualified as of December 31 of the prior year.
- No pro-rated payments will be made for employees who leave prior to December 31.

Payment Schedule

- Longevity bonuses will be paid in a single lump sum during the first pay period of February each year.
- The bonus is considered compensation and will be added to each eligible employee's salary in the payroll period it is paid.

Longevity Payment Tiers

Years of Service Annual Longevity Bonus

| | |
|---------------|---------|
| 6 – 10 years | \$1,000 |
| 11 – 15 years | \$2,000 |
| 16 – 20 years | \$3,000 |
| 21 – 25 years | \$4,000 |
| 26 – 29 years | \$5,000 |
| 30+ years | \$6,000 |

503 Medical Benefits

It is the policy of the Town to offer group health/dental and vision insurance benefits to all full-time employees based on the

eligibility criteria of the Town's chosen health plan (the "Plan"), which may change from time to time. The Town Board will set the split for employer and employee contributions at the organizational meeting of the Board.

Eligibility: All full-time employees become eligible on the first day of the month following the date of active employment. Benefits are made available to eligible dependents at that time also. Employees should refer to the Plan booklet in order to determine dependent eligibility. Retired employees shall be eligible for health insurance benefits if they were enrolled in the Plan at least two (2) years prior to retirement and are collecting a pension from the New York State Retirement System. Retirees are eligible for single coverage at the current non-union premium rate for single coverage. Retirees are eligible to elect family coverage and their premium for a family plan will be the entire cost of a single plan premium, plus the current non-union premium rate for single coverage. The retirees surviving spouse may continue single coverage with the Town at one hundred percent of the single plan cost.

Notification Change of Status: If a change occurs in the family status of an employee due to marriage, birth of a child, adoption, divorce or death, the employee is responsible to notify the Town Manager within 31 days of the date of said change.

Waiver: An eligible employee who chooses not to enroll will be required to sign a written waiver indicating that he/she has been offered the insurance but chooses not to participate. Employees, including retirees, have the option to receive payment in lieu of health insurance coverage. The monthly payment to said employee or retiree shall be \$150/per month for those otherwise eligible for family coverage or \$100/per month for those otherwise eligible for single coverage. The employee or retiree must submit a statement verifying they have obtained insurance through other means.

Elected Officials: Elected officials shall be considered full-time employees for the purposes of health/dental/vision insurance benefits.

Reservation of Right: The Town of Manlius reserves the right to modify, revoke, suspend, change, or terminate the employee and/or retiree medical benefit plan in whole or in part including contribution levels at any time within the Town's sole discretion.

Leaves of Absence: If an employee is on a medical leave of absence pursuant to Family Medical Leave Act, NYS Disability, Military Leave or Workers' Compensation Law, the Town will continue the employee's health benefits and premium contributions during the leave period at the same level and under the same conditions as if the employee continued to work. In the event that the employee on medical leave remains on the Town's payroll, the Town will continue to make payroll deductions to collect the employee share of the premium. In the event that the employee on medical leave is not on the Town's payroll, the Town shall forward to the employee an invoice for the employee's share of the premium, which shall be paid by the employee to the Town within fifteen (15) days of receipt by the employee.

Please contact the Town Manager for more details.

504 Bridge to Medicare Policy

The Bridge to Medicare Policy provides spouses of eligible retired Town of Manlius employees with continued access to Town-sponsored health insurance coverage at the current active employee contribution rate until the spouse reaches Medicare eligibility age. This benefit is designed to assist long term employees with affordable health coverage during the transition between retirement and Medicare enrollment.

Eligibility Criteria

To qualify for the Bridge to Medicare Program, the following requirements must be met:

1. Service Requirement: The employee must have completed 20 or more years of service with the Town of Manlius at the time of retirement, and the spouse must be age 62 or older.

2. Insurance Enrollment History:

- To be eligible for coverage, the employee must have been continuously enrolled in the Town family health insurance plan for at least 2 years immediately prior to retirement.

3. Retirement Status: The employee must be officially retiring and collecting a pension from the New York State Retirement System.

Coverage Terms

- Eligible retirees may continue with family coverage at the time of retirement. Changes in plan type (e.g., from family to single) are not permitted after retirement unless there is a qualifying event or during open enrollment.

- Retirees will contribute to their health plan at the same rate as active, non-union employees at the time of their retirement.

- This coverage continues until the retiree's spouse reaches Medicare eligibility. Once eligible for Medicare, the retiree's spouse will be transitioned off the Bridge to Medicare coverage and may enroll in the Town's Medicare Advantage plan.

- Surviving spouses are eligible for continuation under the Bridge to Medicare Program.

- If, at the time of the employee's retirement, the spouse is under age 62, the spouse will follow the current handbook rule: retirees are eligible to elect family coverage and their premium for a family plan will be the entire cost of a single plan premium, plus the current non-union premium rate for single coverage. The cost to have the spouse on the plan would therefore be the entire cost of a single plan premium until the spouse turns age 62.

Effective Date

This policy shall take effect January 1, 2026. It applies only to employees retiring on or after that date.

503 Flexible Spending Account

The Town offers a Flexible Spending Account Plan for expenses that are not covered, in full, by the Group Medical Plan.

Participation in this Plan allows employees to reduce their tax liability and to be reimbursed for qualifying expenses ranging from vision and dental care to routine medical visits and insurance deductibles. Under this Plan employees may contribute to their personal Reimbursement Account with pre-tax dollars deducted from their paycheck.

Employees may enroll, change contribution levels, or cease participation in the Plan during an annual open enrollment period or if they have a change in family status.

504 Continuation of Benefits (COBRA)

This section of the handbook contains important information about Employees' rights to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This section generally explains COBRA continuation coverage, when it may become available to employees and their families, and employees need to do to protect the right to receive it. Generally, COBRA offers full-time employees, spouses and dependent children the ability to continue existing health insurance coverage completely at their own expense under certain qualifying conditions. Employees must be enrolled in the Town's health insurance plan at the time the qualifying condition occurs. Employees with questions regarding continuing or converting group health insurance should contact the Town Manager. The right to COBRA continuation coverage is guaranteed under federal law pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Continuation of COBRA coverage can become available to employees when they would otherwise lose their group health insurance coverage. It can also become available to employees' family members who are covered under the Plan when they would otherwise lose their group health coverage.

For additional information about these rights and obligations under the Plan and under federal law, employees should review the Plan's Summary Plan Description; Employees may also choose to contact the Plan Administrator.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this Handbook and in applicable Plan documents. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Employees, their spouse, and their dependent children could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Employees will become a qualified beneficiary if they lose coverage under the Plan because either one of the following qualifying events happens:

- The employee's hours of employment are reduced, or
- The employment ends for any reason other than the employee's gross misconduct.

An employee's spouse will become a qualified beneficiary if they lose coverage under the Plan because any of the following qualifying events happens:

- The employee dies
- The employee's hours of employment are reduced
- The employee's employment ends for any reason other than their gross misconduct
- The employee becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The employee and the employee's spouse become divorced or legally separated.

Employees' dependent children will - become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies
- The parent-employee's hours of employment are reduced
- The parent-employee's employment ends for any reason other than their gross misconduct
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

Employees Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), employees must notify the Plan Administrator within 60 days after the qualifying event occurs. Employees must provide this notice to the Town Manager .

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), their divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If the employee or employee's covered family member is determined by the Social Security Administration to be disabled and the employee notifies the Plan Administrator in a timely fashion, the employee and their entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If an employee's family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the employee's spouse and dependent children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Keep the Plan Informed of Address Changes

Employees should keep the Plan Administrator informed of any changes in the addresses of family members in order to ensure they receive the benefits guaranteed under the Plan. Employees should also keep a copy, for their records, of any notices they send to the Plan Administrator.

505 Sick Pay Policy

Full-time employees are eligible for sick pay after 90 days of employment. Sick time may be used when an employee is ill, sick, is caring for sick or ill family member, or has medical appointments for themselves or a family member. Part-time or seasonal employees are not eligible for paid sick time. Daily sick pay shall be defined as the sum of money equal to the employee's regular wage for an employee's regular workday. Each full-time employee shall be entitled to daily sick pay for each day of illness to a maximum of five (5) per calendar year, which automatically accrue on January 1 of each year. An employee may roll over a maximum of the number of sick days not used within one (1)

calendar year up to a maximum of sixty (60) days. Employees are not entitled to accrue sick pay if they are on Disability or Workers' Compensation. The annual sick pay accrued on January 1 shall be reduced on a pro rata basis for the time the employee is on Disability or Workers' Compensation. The Town reserves the right to request a doctor's note for illnesses for more than two (2) consecutive days. Accrued but unused sick pay will not be paid to employees at termination.

An employee calling in sick is expected to call their immediate supervisor in advance of their scheduled work time. An employee who fails to follow this policy may be subject to disciplinary action and will not be reimbursed for the sick time requested.

Separation Sick Allowance: In the event an employee leaves Town service and has used all of the potential sick time they may accrue for that year, the employee shall reimburse the Town on a pro rata basis for the time-taken yet not earned.

506 Retirement Benefits

The Town of Manlius provides retirement benefits via the New York State Employees Retirement System.

507 Deferred Compensation Plan

Full-time and regular part-time employees are eligible on their first day of employment to participate in a deferred compensation plan. Under this plan employees elect a voluntary wage reduction, the amount of which will be placed in their choice of investment vehicles. Please contact the Town Manager for additional details on the Town's deferred compensation plan.

508 Vacation Policy

A new full-time employee is eligible for one week vacation upon the completion of at least 90 consecutive days of employment. For

such an employee, the subsequent January 1 following commencement of employment shall be considered the second (2nd) calendar year of service for said employee as it relates to the accrual of vacation time.

Thereafter, on January 1 of each year, vacation shall be earned and accrue during the course of the year to employees as follows:

| <u>Years of Service</u> | <u>Weeks of Vacation</u> |
|-------------------------|--------------------------|
| 1 year | 1 week |
| 2 to 5 years | 2 weeks |
| 6 to 10 | 3 weeks |
| 11 to 15 | 4 weeks |
| 16 to 20 years | 5 weeks |
| 21 or more years | 6 weeks |

There is no accumulation of vacation time beyond the calendar year. An employee shall be paid for five (5) days at the regular wage for each week of vacation.

The Town will specify when vacation may be scheduled. Vacation time will be based on a seniority system and days off will be reviewed and approved at the discretion of the employee's supervisor. Election of vacation periods within the specified months will be controlled by the seniority system and the Town will make every effort to accommodate each employee's request within the seniority system. Department Heads shall provide a schedule of vacation time, on the Town designated time collection system, for its employees to the Town Manager upon approval of vacation time by the Department Head.

The annual vacation, pay accrued yet not earned on January 1 shall be reduced on a pro rata basis for the time the employee is on Disability or Workers' Compensation.

Separation Vacation Allowance: In the event an employee leaves Town service and has used all of the potential vacation time they may accrue for that year, the employee shall reimburse the Town on a pro rata basis for the time taken yet not earned.

509 Short Term Disability Benefits

Employees should report the need for any absence to their immediate supervisor in accordance with established policies for absenteeism. Short-term disability benefits are payable to eligible employees for non-work-related injuries and/or illnesses. Generally, benefits begin after seven (7) days of disability and are payable for up to a maximum of twenty-six (26) weeks. If the employee returns to work after a period of disability and the disability recurs within 90 days, the employee will be eligible to receive short-term disability benefits without having to comply with the seven day waiting period. Accrued sick time will be utilized for

each day of disability payments unless the employee is concurrently taking FMLA and disability leave.

Benefits under this disability program are generally one half of the employee's weekly wage, up to a maximum of \$170 per week. Employees of the Town are paid the full pay as an additional benefit and the Town recoups the \$170 per week (or whatever is provided by the carrier). In order to receive full pay, employees must provide current medical information to the Town or carrier as required. A disability claim form, which can be obtained from the Payroll Department, must be filed with the Payroll Department within 20 days after becoming disabled.

A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability and stating or estimating the date when the employee will be able to return to work.

Department Heads are required to report any absences and request of payment of any short-term disability to the Town Manager as soon as notified by an employee. ***In no case will the payments made by the Town exceed twenty-six weeks, which is the current duration of state disability payments.***

510 Holidays/Personal Time

Legal holidays observed are assigned by the Town Board each year. All employees are paid for a full day on these dates.

Employees who are required to work on holidays will receive Holiday pay at the rate of one and one-half times the standard rate of pay.

Holidays

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Good Friday (1 /2 day)

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day/Indigenous

People's Day

Veterans' Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Employees are eligible for five (5) pre-approved personal days during any calendar year.

Personal days may not be carried over from year to year.

To be eligible to receive Holiday Pay, an employee must work their regularly scheduled hours the workday preceding, and the workday following the holiday. An approved vacation day or any other excused paid day off is considered a day worked for the purpose of this Section.

Holiday schedules may change and are established annually by the town Board at its Annual Meeting.

511 Payroll Deductions

Payroll deductions are available for various plans including direct deposit. More information on these programs and the necessary authorization forms are available from the Town Manager's office.

512 Workers' Compensation

Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum, are provided for eligible employees who suffer a job-related injury.

It is the employee's responsibility to submit a written report of the injury to their immediate supervisor within forty-eight (48) hours of the accident in order to ensure prompt coverage of the claim. The cost of Workers' Compensation is paid entirely by the Town.

The annual sick and vacation pay accrued but not yet earned on January 1, shall be reduced on a pro rata basis for the time the employee is on Workers' Compensation.

513 Transitional Duty

An employee who is out of work due to an illness or injury may be required to return to work performing transitional duties. Transitional duties may be ongoing for an extended period but in no case will an employee be eligible to perform transitional duties for more than 26 weeks. There is no guarantee that transitional duty work will be available for an employee.

514 Social Security

Social Security (FICA) is paid half by the Town and half by the employee. Benefits are provided for retirement, survivors' benefits, and medical costs under qualifying conditions determined by the Federal agency.

515 Performance Evaluations

Performance evaluations of employees (excluding Department Heads) will be performed annually and completed by the Department Head. Performance evaluations of each Department Head will be completed annually by the Town Supervisor and Town Board Liaison. Performance evaluations will be completed by no later than September 30 of each year. Department Heads must submit draft evaluations to the Town Manager by no later than September 15 each year. Performance evaluations shall be completed on a form prescribed by the Town for that purpose. The current review sheet is attached to this handbook in the Appendix.

Performance evaluations of Department Deads will be performed annually and completed by the Supervisor and Town Board. Performance evaluations will be completed by no later than September 30 of each year.

The purpose of a performance evaluation is to evaluate employee performance. The performance evaluation will take into consideration criteria that properly reflect the employee's performance including, but not limited to, the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, attitude and communication skills. Except as otherwise governed by a collective bargaining agreement, the employee's performance appraisal may be considered in determining

a pay increase and as a factor in promotion and disciplinary action.

An employee will be formally evaluated at least once each year. Informal evaluations will occur on an as needed basis throughout the performance cycle.

600 TOWN OF MANLIUS EMPLOYEE RESPONSIBILITIES

601 The Work Day

The following work schedules have been established by the Town. Any need for adjusting schedules will be at the discretion of the Department Head, in order to maximize a department's effectiveness.

Highway Department: Hours as stated in Agreement.

Police Department: Hours as stated in Agreement.

Recreation, Police and Court Departments: Office hours will vary according to scheduled and unscheduled events, programs, meetings, etc. As a condition of employment, employees are required to be available evenings, weekends, and holidays as the conditions warrant.

Town Hall: Hours 8:30 a.m. to 4:30 p.m., with a 45-minute combination break and lunch period.

Police Department Front Office Staff: Hours 8:00 a.m. to 4:00 p.m., with a 30-minute paid lunch period.

Secretary to Highway Superintendent: Hours 7:00a.m. to 3:00p.m., with a 45-minute combination break and lunch period.

All Town employees should respect the importance of being punctual and are expected to report to and from work per the scheduled hours.

602 Meal Break

An employee who works more than six hours in a given day will receive an unpaid, duty-free meal break not to exceed forty-five minutes.

Scheduling of Meal Breaks

Scheduling of meal and rest breaks must be approved by the employee's immediate supervisor in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee's workday. Unless otherwise directed by the immediate supervisor, an employee may leave the work-site during the meal break.

Union Employees

An employee who is a member of a collective bargaining unit shall follow the provisions contained in the applicable collective bargaining agreement regarding meal and rest breaks.

603 Pay Periods

The pay period for all employees is bi-weekly starting at 12:01 a.m. Sunday through 12:00 p.m. on the second Saturday following. All pay, including overtime, is paid every other week on Friday.

Payroll deductions are standard for mandatory items such as Federal and State withholding taxes, Social Security contributions, New York State Retirement, and NYS Disability. Other personal deductions for benefit programs may be taken as per employee authorization.

604 Personal Use or Removal of Equipment

Personal use or removal of any Town equipment or supplies other than in the line of duty is strictly prohibited. Violations of this rule will result in disciplinary action that may include dismissal.

605 Personal Appearance

The Town requires that each employee's dress, grooming and personal hygiene is appropriate to the work situation.

Uniforms

An employee may be required to wear a uniform as directed by the immediate supervisor and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all requirements.

Standards

An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear suggestive attire, athletic clothing, novelty buttons, and similar items of casual attire as this clothing does not present a professional appearance.

The Town considers it very important that employees are well groomed, neat, and dress appropriately for their job function and While the Town trusts each employee's common sense and good judgment, a broad dress code must be followed to ensure an appropriate work environment. The Town has adopted a casual business dress code but emphasizes some positions may call for more formal attire. Appropriate dress

and hygiene are important in promoting a positive image, both internally and externally. The Town also wishes to provide a work environment that is free of safety hazards, offensive behavior and harassment of any kind. Therefore, the following clothing is NOT ACCEPTABLE: plunging neck lines; spandex; bare feet; croc clogs; pants, shorts, or skirts worn below the waistline; sexually provocative clothing; hats in the office environment; clothing with profanity, nude or semi-nude pictures; sexually suggestive slogans, cartoons, or drawings; the observable lack of undergarments and exposed undergarments. Supervisors are responsible for ensuring their departmental personnel are in compliance. Supervisors reserve the right to send any person home to change clothes who violates any part of the dress code policy. Time spent away from work for this reason will follow the Town's Attendance Policy guidelines.

The Town of Manlius provides shirts, sweatshirts and jackets with the Town of Manlius logo on them to identify those employees that are required to work outside of Town Hall. Employees who receive Town-sponsored clothing are required to wear such clothing in accordance with the guidelines set forth by their Department Head at the time of issue.

Recreation Department

Causal dress is permitted according to the day's scheduled activities. Jeans and sneakers are permitted if in accordance with a scheduled activity.

Planning and Development Department

Causal dress is permitted to dress according to the day's scheduled activities. Jeans, sneakers and work boots are permitted. Steel toe work boots are provided for Code Enforcement Officer's by the Town and are required attire.

606 Rules and Regulations

The following are strictly forbidden and may result in disciplinary action that may include dismissal:

- Intentionally misleading or falsifying an employment record, including application for employment, medical records and, or other personnel related documents.
- Reporting for work under the influence of alcohol or drugs, or possession or use of alcohol or drugs while at work, other than those medications prescribed by a physician.
- Fighting or other acts of violence.
- Stealing or intentionally destroying Town or co-workers' equipment or personal belongings.
- Careless disregard of safety rules established by the Town.

Refusing to perform assigned tasks or acts of insubordination to a supervisor.

- Falsifying any records, such as time cards, expense reports, or other Town documents or reports.
- Tardiness or unexcused absences from work.
- Use of threatening or abusive language.
- Unauthorized solicitation of fellow employees without permission of an immediate supervisor.

- Violations of the Fair Treatment, Non-Harassment, and EEO Policies.

607 Substance-Free Workplace Policy

Employees should be aware that use of drugs or alcohol in the workplace is very dangerous. It is estimated that substance abusers are three (3) times as likely to be involved in on-the-job accidents and absences. Use of these substances endangers fellow workers and public safety.

Reporting to work under the influence of intoxicants, or use or possessions of alcohol or drugs is strictly prohibited. Any employee who possesses, uses, or sells illegal drugs, or who is found to have illegal drugs present in his or her system when reporting to work, at work, or during working hours, will be subject to disciplinary action, up to and including discharge.

Employees are required to notify their supervisor of any prescription drugs they are taking which could, in any way, affect their work performance or driving ability.

The Town reserves the right to inspect and/or search all Town property, as well as an employee's personal property on Town premises, for illegal drugs. Refusal to submit to any such inspection or search will subject the employee to disciplinary action, up to and including discharge. Employees have no expectation of privacy in the workplace.

The sale, possession, transfer, purchase or use of the following substances or items is strictly prohibited on all Town-owned or controlled property (including Town cars) and shall constitute a violation of policy for:

- All illegal and unauthorized drugs, defined as, but not limited to, marihuana, hashish, cocaine, amphetamines, etc., including synthetic and designer drugs.
- The use of alcoholic beverages such as, but not limited to, beer, wine or whiskey.
- All “prescription drugs” without medical authorization. Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed, and in their original container. All employees required to take prescription drugs during working hours are required to inform their supervisor of such usage. The use of drugs may negatively affect the employee’s performance while using certain machinery.
- All drug paraphernalia such as pipes, needles, or similar items.
- Any property belonging to the Town or other employees found in the possession of any unauthorized individuals.

Employees must report any problems, their own or those they encounter from others, which are a result of alcohol or drugs to their supervisor immediately.

608 Smoking Policy

In compliance with the Public Health Law of New York, we have, adopted a zero-tolerance policy on the smoking of tobacco products in this work place. **SMOKING IS PROHIBITED ON TOWN PROPERTY.**

Employees who smoke in “No Smoking” areas are in violation of New York State Law and Town policy. Violation of the Town’s smoking policy may result in disciplinary action, up to and including dismissal.

609 Preventing Workplace Violence

The Town is committed to preventing workplace violence and, to maintaining a safe work environment. Given the increasing violence in society in general, the Town has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Town without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, sexual orientation or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an employee’s immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in a position of peril. Employees should not take it upon themselves to intervene in any dangerous workplace disturbance.

The Town will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the Town employee making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Town encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Town Manager before the situation escalates into potential violence. The Town is eager to assist with resolving employee disputes, and will not discipline employees for raising valid concerns regarding workplace violence.

700 ATTENDANCE POLICIES

701 Tardiness

Employees are expected to report to work on time each day. Tardiness can create a hardship for other employees as well as the public. Accordingly, tardiness is not acceptable and may be cause for disciplinary action, up to and including dismissal, in accordance with applicable collective bargaining agreements and/or the New York Civil Service Law. If an employee anticipates they will be late, that employee must notify their immediate

supervisor within thirty (30) minutes of their scheduled starting time.

702 Notification of Absence

Employees must call their immediate supervisor **each day** of absence and indicate the reason for the absence unless the absence was pre-authorized.

Employees who leave their assignment during the workday must notify their immediate supervisor **prior** to leaving.

If employees know in advance that they will be absent, they must notify their immediate supervisor who may then approve reasonable absence requests.

All absences must be requested and approved through the Town designated time collection system.

703 Excused Absences

Excused absences include: illness, bereavement, jury duty, military leave, voting leave, emergency responder leave, domestic violence victims leave, leave for victims and witnesses of crimes, or to donate bone marrow or blood.

704 Bereavement Leave

Bereavement leave provides paid time off for Town employees in the event of a death in their immediate family.

An immediate family member for purposes of the Town's bereavement leave policy includes the following:

- Spouse
- Child (including foster children and stepchildren)
- Parent (including legal guardian and stepparent)

- In-laws (including mother and fathers-in-law and brother and sisters-in-law)
- Grandparent (including grandparent-in-law)
- Grandchild
- Sibling (including half-sibling)
- Aunt or Uncle
- Same-sex partner

Eligible employees are entitled to 5 days paid time off for a death of a spouse, same-sex partner, parent, child or grandchild, 3 days for the death of a brother, sister, mother-in-law, father-in-law, or grandparent, and 2 days for the death of a grandparent-in-law, aunt, uncle, niece, or nephew.

To be eligible to take paid time off for bereavement, employees are expected to notify their supervisors at the earliest opportunity so that the supervisor can try to arrange coverage for the employee's absence. In addition, the Town may require verification of the need for the leave.

705 Military Leave

The Town will provide the necessary time off to employees who are required to fulfill military obligations in any Armed Forces, National Guard, reserves, or other uniformed services or state military, as required by applicable federal and state law. If employees return to work or apply for reemployment on a timely basis, they will be reinstated in accordance with federal and state law.

Military leave will be unpaid, except exempt employees who are paid on a salary basis will be paid for any workweek in which the employee performs work. In addition, employees may choose to use PTO (if applicable) for military leave in lieu of unpaid leave.

The Town requests that employees provide advance notice of their service obligations to their supervisor, unless military necessity makes advance notice impossible. Military orders should be presented to the employee's supervisor and arrangements for leave made as early as possible before the beginning of leave.

If eligible for Town benefits, an employee may continue to accrue such benefits during the period of military leave in accordance with state and federal law.

Retaliation against an employee who requests leave under this policy is strictly prohibited. Additional information regarding military leave may be obtained from the Town Manager.

706 Leave of Absence for Military Spouses

Employees whose spouse is a member of the armed forces of the United States, National Guard or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations shall be allowed up to ten days of unpaid leave. A request for leave under this policy shall only be used when the employee's spouse is on leave from the United States armed forces, National Guard or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations. FMLA leave will be provided as required by law.

707 Jury Duty

The Town will provide time off for required jury duty involvement. Employees who are summoned for jury duty must provide a copy of the summons to their Department Head (or the Town Manager) as far in advance as possible to allow for coverage. Full-time employees will receive their full salary (wage continuation) for the jury duty period. For part-time employees, the Town will pay the first \$72.00 of that employee's daily wage for the first three days of jury service during the jury duty period. New York State will pay

a jury fee of \$72.00 per day for a juror's service for any days that the Town does not pay (i.e., after the third day of jury service).

Employee are required to report to work for the remainder of any day that the employee is not required to serve on a jury.

Employees released early from jury duty are expected to return to work if one or more hours remain in their workday. In these instances, employees are allotted time to return home and prepare themselves for work. The Town understands the demands of jury service and wants to ensure that employees are able to perform their responsibilities. However, it is important that employees do not take advantage of this situation and show consideration for fellow employees by completing work responsibilities to the extent possible.

708 Voting Leave

Any employee whose work schedule does not provide four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. The Town reserves the right to select the hours employees are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

An employee must notify his or her supervisor, or their Department Head of any need for voting leave two to ten days before the election.

Retaliation against an employee who requests leave under this policy is strictly prohibited.

709 Domestic Violence Victims Leave

The Town will grant reasonable time off to employees who are victims of domestic violence. Employees who are victims of

domestic violence, or whose children are victims of domestic violence, may use time under this policy to, among other things:

- Seek medical attention.
- Obtain services from a domestic violence shelter.
- Obtain psychological counseling.
- Participate in safety planning to mitigate the risk of future violence.
- Obtain legal services or assist prosecutors.

Leave under this policy will be charged to the employee's accrued vacation, if any. If the employee does not have any accrued vacation, leave under this policy will be unpaid.

The Town reserves the right to deny leave under this policy if the leave would pose an undue hardship on the Town's operations. In all cases, however, the Town will engage in an interactive dialogue with the employee. The Town will not retaliate against any employee requesting or taking leave under this policy.

Employees will be required to present certification for their need for leave under this policy. Certification may consist of:

- A police report regarding the domestic violence episode.
- A court order protecting or separating the employee or the employee's child from the perpetrator.
- Other evidence from a court or criminal prosecutor proving that the employee appeared in court for a matter regarding an episode of domestic violence perpetrated against them or their family member.

- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor, that the employee or employee's child is undergoing counseling related to domestic violence.

710 Witness and Victims of Crime Leave Policy

Occasionally, employees may be the victims of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, an employee's attendance at work will be excused if the employee is a victim of a crime and attending or participating in legal proceedings pertaining to the crime (including consulting with the district attorney handling the prosecution) or if the employee is legally compelled to attend a judicial proceeding as a witness. Employees must notify their supervisor or Department Head immediately of their need for leave under this policy.

The Town reserves the right to request verification of the employee's participation in legal proceedings, such as a copy of the summons or subpoena.

For non-exempt employees, leave under this policy will be unpaid (except when an employee is serving as a witness or asked to appear in court on behalf of the Town), unless the employee chooses to use their accrued PTO time. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Retaliation against an employee who requests leave under this policy is strictly prohibited.

An employee charged with a crime, who is required to attend a judicial proceeding relating to that charge, is not covered by this policy.

711 Bone Marrow and Blood Donation Leave Policy

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate

bone marrow. The Town reserves the right to request a written physician verification of the purpose and length of bone marrow donation leave.

Employees who work an average of 20 or more hours per week are entitled to up to three 3 hours of unpaid leave in any 12-month period for blood donation leave.

Employees may choose to use available PTO time (if applicable) in lieu of unpaid leave. Any leave that is accrued, but not used, will not carry over to the next calendar year

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Retaliation against an employee who requests leave under this policy is strictly prohibited.

712 Family and Medical Leave Act

The Town complies with the provisions of the Family and Medical Leave Act (FMLA). The following is an outline of the basic provisions of the law. The granting of any such leave shall be subject to the provisions of the applicable law and regulations. ***All requests for FMLA leave must be made to the Town Manager.***

Overview of the FMLA:

1. Employees must provide information requested on the Town of Manlius FMLA approval form, which outlines individual employee eligibility requirements.
2. An eligible employee is defined as an employee of the Town for at least twelve (12) months before the leave request (these need not be consecutive), who has worked for at least 1,250 hours during the previous 52 weeks prior to the date leave commences.

3. An eligible employee must be employed at a work site where 50 employees are employed within a 75-mile radius of each work location.
4. An eligible employee may request leave for the birth of their child or adoption of a child by the employee, or a child's placement with the employee for foster care.
5. An eligible employee may request leave when the employee's spouse, child or parent has a serious health condition and requires care from the employee.
6. Eligible employees may request leave for their own serious health condition. A serious health condition is defined as a chronic illness, impairment, or physical or mental condition that involves:
 - Inpatient care in a hospital, hospice, or residential medical care facility.
 - Any period of incapacity lasting more than three calendar days that also involves continuing treatment by a health care provider.
 - Continuing treatment by a "health care provider" for a serious chronic health condition which, if left untreated, would likely result in an absence from work of more than three (3) days, and for prenatal care.
 - Examples of a serious health condition include: heart attacks, heart conditions, cancers, back conditions requiring extensive therapy, or surgical procedures.

- Examples of a chronic illness include: asthma, diabetes, epilepsy or other chronic illnesses as defined in the FMLA regulations.
7. FMLA gives eligible employees of the Town the right to a maximum 12 weeks (defined by employee's normal work week) of job-protected unpaid leave. Based on a rolling 12-month period measured forward from the first date leave is used.
 8. Current eligible accrued paid days such as paid vacation, sick days, personal days and other aid days must be used first, and are part of the maximum 12 weeks unless the employee is concurrently receiving Workers' Compensation or New York statutory short-term disability benefits. The remaining days of qualified FMLA leave will be unpaid. Thus, employees certified and designated as on FMLA must first apply to such leave all current eligible accrued paid days off such as vacation, sick, and personal days. After accrued paid time off is exhausted, employees will be on an unpaid leave for the remainder of the applicable 12 week period. Note: Accrued paid days off will not be applied while an employee is on workers compensation or disability leave but such leave shall count toward the maximum 12 week period. Paid time off may be applied during any remaining portion of the FMLA period if disability or workers compensation leave ends but the employee continues to be eligible for FMLA leave.
 9. During the leave period, the Town will continue employee benefits, such as group life insurance, health insurance, disability insurance, and pensions. However, all employee contributions must be paid by the employee on a timely basis in order to maintain the benefit of continuous coverage. Contributions are at the same level as if the employee was working.

Coverage will cease if payments are not made within a 30-day grace period of the due date.

10. Accrued paid time off such as vacation, personal, and sick days will accumulate while on FMLA.
11. Unless there are unusual circumstances such as sudden changes in health, the Town expects employees to give a thirty (30) day or more notice of their intent to take leave. Employees are expected to maintain contact to continually update their status as it is related to FMLA eligibility.
12. A certification issued by a health care provider will be required to support an employee's request for leave. When required, the employee must provide a copy in a timely manner. This certificate must include:
 - a. The date of the condition
 - b. It's probable or estimated duration
 - c. Appropriate medical facts; and
 - d. An assertion that the employee is unable to perform their essential job functions or that they require leave to care for a sick family member (or themselves) for a specified period to time.

The Town reserves the right to request a second opinion by another health care provider designated or approved by the employee. The Town will pay for the second opinion, which will be rendered by a health care provider other than one used on a regular basis by the Town. In the event of a conflict between the first and second opinions, the Town may, again at its own expense, obtain a third opinion from an additional health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.

13. Certification by an appropriate agency will be required for adoption or foster care.
14. Employees returning to work have the right to be placed in the job position they held when they went on leave, or in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The Town may exempt the highest paid 10 percent of its otherwise eligible employees from a guarantee of return to work in their pre-leave position.
15. Employees who wish to return to work earlier than anticipated or requesting an extension of leave time, must notify the employer within two business days of the change in circumstances requiring more or less time.
16. All requests and approvals for leave under the Family and Medical Leave Act must be made through the Town Manager on the appropriate forms. This policy applies only as long as the Town employs 50 or more workers within 75 miles of the employee's work site.
17. All leaves taken under Disability and Workers' Compensation will invoke the Family and Medical Leave Act.
18. If an employee fails to return to work after the leave period has expired, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
 - a. The continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member with proper medical certification.
 - b. Circumstances beyond the employee's control, i.e., parent chooses to stay home with a newborn child who has a serious health condition; an employee's spouse is

unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave.

c. The Town will consider any individual circumstance of an employee failing to return to work at the end of a qualified period of FMLA leave based on the then current FMLA regulations.

19. An employee may not be employed elsewhere while on an approved FMLA leave.

20. Before resuming employment, the employee must submit a statement from their health care provider, indicating whether they can return to work without restrictions. Failure to return to work when required could be considered a voluntary termination.

712A Paid Parental Leave

The Town of Manlius provides paid parental leave to support eligible full-time non-union employees during important life events, such as the birth, adoption, or foster care placement of a child.

Eligibility

To be eligible for paid parental leave, employees must meet all of the following criteria:

- Be employed with the Town for at least 12 months (the 12 months do not need to be consecutive).
- Be classified as a regular full-time non-union employee.
- Part-time or Summer/seasonal staff are not eligible for this benefit.

- In the event of a female employee who herself has given birth, the 2 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

Policy Overview

- Eligible employees will receive up to two (2) weeks of paid parental leave per birth, adoption, or foster care placement.
- The total paid leave is limited to 2 weeks, even in the case of multiple births or placements (e.g., twins or adoption of siblings).
- A maximum of 2 weeks of paid parental leave is allowed within a rolling 12-month period, regardless of the number of qualifying events.
- Paid parental leave is compensated at 100% of the employee's regular, straight-time weekly pay and is paid on the employee's regularly scheduled biweekly pay dates.

Use and Scheduling

- Paid parental leave must be used within 12 months of the birth, adoption, or placement of a child.
- Leave may be taken in a continuous block or in daily shift increments.
- Any unused paid parental leave expires 12 months after the qualifying event and will be forfeited.
- Unused paid parental leave will not be paid out upon termination of employment.

Interaction with FMLA

- Paid parental leave runs concurrently with Family and Medical Leave Act (FMLA) leave for employees who are eligible under the FMLA.
- The total combined leave, paid and unpaid, may not exceed 12 weeks under FMLA for a birth, adoption, or foster care placement within a 12-month period.

Additional Leave Considerations

- After paid parental leave is exhausted, remaining FMLA leave, if applicable, must be taken using accrued sick, vacation, and personal time.

- Once all paid leave is used, any remaining FMLA leave will be unpaid.
- Benefits will continue to accrue during the paid parental leave period, consistent with other types of paid leave (e.g., vacation or sick leave).

Notification and Documentation

- Employees must notify their Department Head or supervisor at least 30 days in advance of the intended leave date. If 30 days' notice is not possible, notice should be given as soon as practicable.
- Employees must complete any required leave request forms and submit supporting documentation as required by the Town Manager and the Department Head.

Administration and Interpretation

- The Town reserves the exclusive right to interpret, modify, or terminate this policy at its discretion and as permitted by law.

713 Unpaid Time Off

Unpaid leaves of absence must have a request submitted in writing to the employee's immediate Supervisor, with final approval left to the discretion of the Town Supervisor.

The Town will allow employees to take unpaid time off for, bereavement, military duties, emergency responder duties leave, victims of domestic violence, for victims and witnesses of crimes, to donate bone marrow or blood or to attend a breast cancer or prostate cancer screening. Please see the Town Manager regarding details pertaining to leaves for these reasons.

714 Religious Accommodation

The Town acknowledges that an employee may desire to take time off from their scheduled work hours for religious observance days. The Town will make reasonable accommodations to employees who request, in writing, to their immediate supervisor, to take time off for special religious observances. Time off will be charged against vacation or personal leave, or the time off will be unpaid.

Departures from these requirements may be considered by the Town with respect to religious accommodations where the burden incurred by the Town is substantial in the overall context of the Town's business. .

800 SAFETY

801 Safety Procedures

To be successful, a safety program must have awareness toward injury and illness prevention on the part of all employees. It also requires cooperation in all safety and health matters. Only through such a cooperative effort, can a safety program be administered. The Town's objective is to reduce the number of injuries and illnesses to an absolute minimum. The safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- Training for all employees in good safety and health practices, including use of the AED.
- Providing necessary personal protective equipment and instructions for its use and care.

- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it won't happen again.

First Aid kits and fire extinguishers are provided in various locations throughout the Town's buildings.

Accident Plan

In the case of an accident, employees should stop work immediately and take the following steps:

1. Eliminate the cause of the accident.
2. Provide aid to the injured person.
3. Call your immediate supervisor immediately. If the accident appears serious, call an ambulance.
4. Take steps to prevent a second accident.
5. Promptly prepare and submit a written accident report with the full details of the employee's accident to their immediate supervisor.

To protect all employees and to safeguard equipment and property, it is the Town's policy that no employee will perform any type of work until they fully understand the correct operation and possible hazards involved, safety procedures, and the necessity of safety equipment. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

802 OSHA and Safety

The Federal Occupational Safety and Health Act (OSHA) is designed to provide a safe work environment and eliminate unsafe conditions. All OSHA directives must be carried out.

Any suspected safety hazard should be immediately brought to the attention of the employee's immediate supervisor or Department Head.

803 Hazard Communication Program

The Town, considers Hazard Communication and the prevention of work place injuries and illnesses to be of prime importance. Accident control involves the safety and well-being of Town employees.

The Town is committed to providing a safe and healthy working environment. Accordingly, the Town complies with all Federal, State, and local laws regarding hazard recognition, accident prevention, and working conditions.

This portion of the Town's comprehensive safety program has been prepared to comply with the requirement of Title 29 of the Code of Federal Regulations § 1926.59. It is intended to ensure that all information necessary for the safe use, handling and storage of hazardous chemicals be made available to employees.

The following are guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices.

Chemical Inventory

The Town maintains an inventory of all known chemicals in use; employees may request a list of chemicals from their supervisor.

Container Labeling

All chemicals on-site will be stored in their original or approved containers with proper labels attached. Any container not properly

labeled shall be given to the employee's supervisor for labeling or proper disposal.

Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the supervisor for proper handling.

No unmarked containers of any size are to be left in the work area unattended.

The Town will rely on manufacturer-applied labels whenever possible, and will ensure that these labels are maintained. The Town will relabel containers that are not labeled or on which the manufacturer's label has been removed.

The Town will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

Safety Data Sheets (SDS)

Employees working with a hazardous chemical may request a copy of the Safety Data Sheet (SDS). SDSs are available on file. A standard chemical reference is also available to provide immediate reference for chemical safety.

Employee Training

Employees will be trained to work safely with hazardous chemicals. The Town's training includes methods that may be used to detect a release of a hazardous chemical in the work place; physical and health hazards of chemicals; protective measures to be taken; safe work practices; emergency responses; and use of personal protective equipment. The Town will also provide information on the Hazard Communication Standard including labeling and warning systems and an explanation of Safety Data Sheets.

Personal Protective Equipment (PPE)

Employees may obtain required Personal Protective Equipment (PPE) from their Department Head or supervisor. Employees may be required to wear special safety equipment as directed by their immediate supervisor. Employees must comply with the immediate supervisor's request. Any employee who does not follow the immediate supervisor's instruction is in violation of PPE requirements and will be subject to disciplinary action.

Depending on job duties, employees must routinely wear protective devices, such as gloves, as directed by the employee's supervisor.

Emergency Response

Employees must report any incident of overexposure or spill of a hazardous chemical/substance to their immediate supervisor at once.

The immediate supervisor will be responsible for ensuring that proper emergency response actions are taken in leak/spill situations.

Hazards of Non-Routine Tasks

Immediate supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.

Review of safe work procedures and use of required PPE will be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved and any unique concerns regarding the handling of certain materials.

900 COMMUNICATION PROCEDURES

901 Communication Between Employees and the Manlius Town Board

It is inevitable that employees of our Town will have concerns, criticism and constructive comments. The Town Board welcomes communications with all employees. Accordingly, the Town has established the following informal procedure for employees:

1. Go to the Department Head and review concerns or ideas as a first step. Many times a question can be resolved or a new idea can be implemented by the Department Head.

2. If the employees is not satisfied with the response from their Department Head, the matter can be brought before the Town Manager or the Town Supervisor.

Bulletin boards are located in the Highway Department, Police Department, Town Clerk's office, and public meeting locations. The Town urges all employees to periodically review the information posted.

902 Solicitation, Distribution, and Use of Bulletin Boards

The Town prohibits the solicitation, distribution and posting of materials on or at Town property by any employee or non-employee except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Town.

Non-employees may not solicit employees or distribute literature of any kind on Town premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Town-sponsored program. Visits by non-employees should not disrupt workflow. Former employees are not permitted onto Town property except for official business, or as otherwise permitted, in writing, by the Town Supervisor.

Employees may not solicit other employees while on working time, except in connection with a Town approved or sponsored event.

Employees may not distribute literature of any kind while on working time, or in any work area at any time, except in connection with a Town-sponsored event. This provision, is not, however, intended to limit any rights guaranteed to employees under Section 7 of the National Labor Relations Act.

The posting of materials or electronic announcements are permitted with approval from the Town Manager. Violation of this policy should be reported to the Town Manager immediately.

Bulletin boards are located throughout the Town's buildings for the purpose of communicating information to employees. Employees should check the bulletin boards frequently to keep informed on changes in employment matters and other items of interest. Employees may not post memorandums or announcements on any Town bulletin board without prior approval from the applicable Department Head or the Town Manager.

903 Adverse Correspondence

Employees are to report, to their Department Head or supervisor, any memos, fax messages, emails, letters, telegrams, legal notices, summons, or other forms of communication of a negative nature.

Employees receiving complaints from Town residents of unfair treatment or expressions of anger and/or dissatisfaction are to notify their immediate supervisor who will take action immediately.

904 Public Relations

The courteous, professional treatment of members of the public by all employees helps to build confidence among the taxpayers we serve. We ask that all employees make every effort to represent the Town in a polite and professional manner.

905 Media Relations

Communication with news reporters and other journalists is, at times, sensitive in nature. Therefore, contact with the media may be handled only by designated managers.

Any telephone calls or visits from members of the media should be directed to the Supervisor's office. Employees may not discuss any business related matter with the media.

MESSAGE FROM THE TOWN SUPERVISOR

The ultimate success of any organization is directly related to the success of each person contributing on a day-by-day basis. It is our sincere hope that every employee of the Town feels they are an integral part of our operations and our community.

Thank you for taking the time to read this handbook. Please contact my office at any time with your comments or questions.

APPENDICES

- A Acceptable Use Policy**
- B Romantic Relations Policy**
- C Performance Evaluation Forms**
- D Workplace Violence Policy & Procedures**
- E Sexual Harassment Policy**
- F Nursing Mothers Lactation Accommodation Policy**

Employee Handbook Appendix A Acceptable Use of Town Communication/Electronic Equipment ("AUP")

The Town of Manlius makes every effort to provide the best available technology to those employees performing services for the Town. In this regard, the Town of Manlius has installed, at substantial expense, equipment such as computers, electronic mail, Internet, and voice mail. This policy sets forth procedures for the proper use of the Town's communication equipment.

Town property, including computers, electronic mail and voice mail, should only be used for conducting Town business. Personal use of the Town's computers is prohibited and the Town may monitor the use of said equipment.

The communications systems owned by the Town, including e-mail, voicemail, telephones, cell phones, PDA etc., should be used for business purposes. The contents of any communications transmitted through or stored within these systems constitute Town property and are subject to review by and disclosure to the Town. Furthermore, in some situations (e.g. litigation involving the Town) these communications may be subject to disclosure to a third party. Under no circumstances may any voice-mail or e-mail, originating at the Town or intentionally received at the Town, be in violation of the letter or spirit of the Town's policies concerning equal employment opportunity, sexual harassment or be of a nature that may create a hostile work environment. Employees who encounter such material on Town computers should immediately report it to the Department Head or Town Manager.

In order to ensure that the systems are being used properly and in compliance with this policy, the Town, without notice, may periodically access, display, copy or listen to any messages or communications sent, received, created, or stored through or in its systems.

The Town permits **limited** personal use of these communications tools with the express understanding that it reserves the right (for its business purposes or as may be required by law) to review all use of, and to inspect all material created by or stored on, the communications tools. Such use may not interfere with Town business. Use of these tools constitutes your permission for the Town to monitor communications and to access files that are made on or with these tools. The fact that employees or appointees may be permitted to choose their own passwords does not imply that they have any justifiable privacy expectations in the material protected by password. All messages sent or received over voicemail or the Internet and/or stored on Town servers or Town-owned computers are subject to review by the Town at its sole discretion.

These systems should not be used to transmit material likely to embarrass, harass or offend other persons, either inside or outside of the Town. Additionally, the Town strictly prohibits the use of its systems to communicate sexually offensive material, comments or anything which might offend or disparage another because of gender, race, sexual orientation, age, national origin, religion or political belief.

Consistent with existing policies, use of the systems for purposes of solicitation is not permitted.

Employees are prohibited from using the passwords or codes of another employee in order to gain access to that employee's e-mail or voice mail communications unless first authorized, in writing, to do so by that employee or unless first authorized by the Town. All passwords and codes used in connection with these systems are the property of the Town.

Any violation of this policy may result in disciplinary action which could include dismissal from employment.

Personal Calls

Much of the Town's business is transacted by telephone. The telephone equipment is provided for the purpose of providing service

to the public and for business operations. Employees must limit outgoing or incoming personal calls to an absolute minimum.

Wireless (Cell) Phones

While at work, employees are expected to exercise the same direction in using personal wireless phones as other Town phones. Personal calls during the work day as well as loud or custom ring-tones can interfere with employee productivity and be distracting to others. The Town encourages employees to limit personal calls during work time, make personal calls on non-work time when possible and to ensure that family and friends are aware of the Town's policy. Like all personal property, the Town will not be liable for the loss of personal wireless phones brought into the workplace.

Safety

Employees whose job responsibilities include regular or occasional driving and who use a wireless phone for business use are expected to refrain from using their phone or sending or receiving e-mails or text messages while driving. Safety must come before all other concerns. Regardless of the circumstances, employees are strongly encouraged to pull off of the road and safely stop the vehicle before placing or accepting a call. If this is not possible, employees are expected to use only hands-free options, refrain from discussion of complicated or emotional matters and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or unfamiliar areas. Under no circumstances are employees permitted to place themselves in jeopardy of physical harm.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violators of this policy may be subject to disciplinary action.

Electronic Mail (e-mail)

Electronic mail is not private and information should not be communicated by e-mail unless the employee would be willing to send that same information by facsimile or regular mail. All email

communications should be written in the style and manner, including grammar and proper decorum that the employee would employ in sending hard copy communications.

Storage and Permanence

Keep in mind that it is very difficult to delete e-mail from a system, either the Town's or the recipient's. Pressing the delete button may delete the e-mail from an employee's computer screen but does not necessarily delete it from the server. E-mail is routinely backed-up and deletion from a server does not necessarily delete it from the backup files.

Downloading/Personal Software

To protect the Town's computers from viruses, downloading of software, particularly executable files (usually indicated by .exe file extension), is prohibited. The Town has acquired and maintains a firewall between its network and the Internet. This Firewall guards against unwanted viruses. If a computer is connected to the Town's network, employees should access the Internet only in the manner enabled by the Town's IT group. Any other method of Internet access will nullify the security measures the Town has in place. It is also possible to carry a virus from another computer via a disk or file obtained from another computer. This includes saving or downloading from memory cards or other portable electronic storage devices. If employees suspect their computer may have been affected by a virus, they must contact IT immediately.

Laptops

The Town may, at its discretion, issue laptop computers to various individuals within the Town. Laptop computers are subject to the same provisions as desk-top computers outlined separately in this policy. Employees issued laptop computers will be held accountable for the safety and security of the device. In addition to general security provisions, employees issued lap-top computers are also responsible for meticulous guarding of the confidentiality of information. Care should always be taken to minimize the likelihood that confidential information is compromised in any way. Breaches of confidentiality will be considered a performance issue. Employees may face discipline up to

and including termination for the improper disclosure of the Town's confidential information.

Confidential Information Policy

The Town limits disclosure of its Confidential Information to:

- Employees with a need to know in order to perform their jobs.
- Third parties requiring the information for a legitimate business purpose, including:
 - prospective suppliers, vendors, and customers; and
 - individuals and companies contemplating a joint venture or other business relationship with the Town.

“Confidential Information” includes, but is not limited to, all information belonging to the Town and not generally known to the public, in spoken, printed, electronic, or any other form or medium, which was obtained from the Town, or which was learned, discovered, developed, conceived, originated, or prepared by an employee in the scope and course of employment, relating directly or indirectly to: [business processes,][practices,][methods,][policies,][plans,][publications,][documents,][research,][operations,][services,][strategies,][techniques,][agreements,][contracts,][terms of agreements,][transactions,][potential transactions,][negotiations,][pending negotiations,][know-how,][trade secrets,][computer programs,][computer software,][applications,][operating systems,][software design,][web design,][work-in-process,][databases,][manuals,][records,][articles,][systems,][material,][sources of material,][supplier information,][vendor information,][financial information,][results,][accounting information,][accounting records,][legal information,][marketing information,][advertising information,][pricing information,][credit information,][design information,][payroll information,][staffing information,][personnel information,][employee lists,][supplier lists,][vendor lists,][developments,][reports,][internal controls,][security procedures,][graphics,][drawings,][sketches,][market studies,][sales information,][revenue,][costs,][formulae,][notes,][communications,][algorithms,][product plans,][designs,][styles,][models,][ideas,][audiovisual programs,][inventions,][unpublished patent applications,][original works of authorship,][discoveries,][experimental processes,][experimental results,

][specifications,][customer information,][customer lists,][client information,] [client lists,][manufacturing information,][factory lists,][distributor lists,][buyer lists,]

Employees must treat all Confidential Information as strictly confidential both during employment and after employment with the Town ends. To maintain the confidentiality of the Town's Confidential Information, all employees must follow these protocols, except as otherwise provided in this policy:

- Employees should not access or use any Confidential Information to which the Town has not provided access or authorization to use.
- Employees should not directly or indirectly disclose, publish, communicate, or make available Confidential Information to any entity or person that does not have a need or the authority to know and use the Confidential Information, except as required for the employee to perform authorized job duties or otherwise permitted by this policy.
- If an employee's authorized job duties require sharing Confidential Information with a third party, the employee must not do so until the employee receives advance consent, in writing, from the Town Manger.
- The Town's Confidential Information must be maintained in a secure location (which may be virtual). The secure location in which Confidential Information is stored must have limited access and sign-in/sign-out procedures, or electronic access controls.
- Employees may not remove Confidential Information from the workplace unless specifically approved, in writing, by the Town Manger in order to perform the employee's authorized job duties.
- Employees should not discuss Confidential Information in public where it may be overheard, including elevators, restaurants, social events, and public transportation.
- Visitors to Town's offices must be accompanied by an employee at all times/while in locations where Confidential Information might become known, or in locations where Confidential Information is known to be maintained.
- In the event of an inadvertent disclosure of Confidential Information, employees must immediately inform the Town Manger so that measures can be taken to minimize damage to the Town.

- Departing employees must return any Confidential Information in the employee's possession to the Town on termination of employment. Departing employees will be required to sign an acknowledgment of the same.

This policy is not intended to restrict employees' communications or actions that are protected or required by state or federal law including discussing terms and conditions of employment and exercising protected rights under Section 7 of the National Labor Relations Act, discussing or disclosing sexual harassment, or other discrimination, or otherwise disclosing information as permitted or required by law. This policy does not prohibit or restrict any employee from initiating communications with, responding to any inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other state or federal regulatory authority regarding a possible securities law violation.

Any employee who is unsure whether information should be kept confidential should always check with the Town Manager before disclosing the information or taking any other action.

All employees are required to comply with the terms of this policy. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment with the Town.

Personal Equipment

Employees are prohibited from using or maintaining any personal electronic equipment for Town business. Only Town issued equipment may be used for Town business. Personal computers are not permitted on Town property during the work day.

Copyrighted Materials

Reproducing copyrighted materials is governed by the Copyright Act of 1976 codified at 17 United States Code. The Town does not condone the unauthorized reproduction of copyrighted materials, in any format. Compliance with the Copyright Act is the individual responsibility of

every employee. Employees seeking to reproduce copyrighted materials must obtain prior written authorization from the Town.

Internet Use

Access to the Internet is provided for the benefit of the Town and its residence. Each person using the Internet is responsible for maintaining and enhancing the Town's public image and for furthering and protecting the interests of the Town. The Internet is a business tool which must be used in a productive manner. To ensure the proper use of the Internet each user must adhere to the following policy.

Access to the Internet is provided for use in conjunction with the Town's business and your job responsibilities. Employees' use of this tool is subject to this policy and to all other policies and procedures. Internet usage is subject to Town inspection. In addition, the Town has the capability to obtain lists of web sites viewed by individual employees, which will be monitored. Employees should be aware that the Town's firewall and other security tools create an audit log detailing every request for access in either direction by each user.

The use of the Internet facilities by any employee must be consistent with the Acceptable Use Policy.

Principles of Acceptable Use

- To respect the privacy of other users. Users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
- To respect the legal protection provided to programs and data by copyright and license.
- To protect data from unauthorized use or disclosure as required by State and Federal laws and Town of Manlius regulations.
- To respect the integrity of computing systems. Users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage alter the software components of a computer or computing system.
- To safeguard their accounts and passwords. Accounts and passwords assigned to single users are not to be shared with any other person without authorization as it compromises the security of the network. Users are expected to report any observations of attempted security violations.
- To protect from system viruses. No one is permitted to load, upload from a remote location, or download from within the office, any software without prior authorization from the Administrator.

Unacceptable Uses

The following are examples of unacceptable use. This is not an exhaustive list and other activity may be deemed unacceptable:

- For activities unrelated to the Town's business and standard operating practices.
- For activities unrelated to official assignments and/or job responsibilities.
- For any illegal purpose.
- To transmit threatening, obscene or harassing materials or correspondence.
- For unauthorized distribution of Town data and information.
- To interfere with or disrupt network users, services, or equipment.

- For private purposes such as marketing or business transactions.
- For solicitation for commercial ventures and/or non-job related solicitations.
- For solicitations for religious causes.
- For solicitations for political causes.
- For private advertising of product or services.
- For any activity meant to foster personal gain.
- To connect to own outside user account.
- Any illegal reproduction of software and other intellectual property protected by U.S. copyright law.

Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Section 1030, 18 U.S.C. 2252, and relevant sections of the New York State Penal Code - Article 145 and Article 170, notice is hereby given that there are no facilities provided in this system for sending or receiving private or confidential electronic communications. The System Administrator shall have access to all mail and user access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

The Town of Manlius reserves the right to log network use and monitor file server space utilization by users and assumes no responsibility or liability for files deleted due to violation of file server allotments.

The Town of Manlius will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk. All computers connected to a network will have anti-virus software installed. The Town of Manlius makes no warranties, either expressed or implied, with regard to software obtained from this system.

Employees should not assume that messages are private and confidential or that the Town of Manlius or its designated

representatives will not have a need to access and review information.

Enforcement and Violations

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the Internet facilities and is not necessarily exhaustive. Questions about specific uses related to security issues not enumerated in this policy and reports of specific unacceptable uses should be directed to the Administrator. Other questions about appropriate use should be directed to an employee's immediate supervisor.

The Town will review alleged violations of the Internet Acceptable Use Policy on a case-by-case basis. Clear violations of the Policy which are not promptly remedied may result in termination of the Internet services for the person(s) at fault, and referral for disciplinary actions as appropriate.

Communication Guidelines

Each Internet user is responsible for the content of all text, audio, or image files sent or received by them over the Internet. The information employees publish electronically reflects on the Town in general. True anonymity is very difficult to obtain when using the Internet. Accessing any network through the Town's Internet connection normally leaves an "audit trail" indicating at least the identity of the Town's proxy-server (and may leave a trail pointing directly at an individual employee).

Inappropriate use of the Town's facilities may damage the Town's image and could give rise to liabilities. Accordingly, employees must make every effort to be professional in all usage of the Town's communication tools. At a minimum, transmission of abusive, profane, obscene, fraudulent, sexually explicit, slanderous or libelous content is prohibited. No message may be sent if it could be construed as harassment or disparagement of others based on their sex, race, sexual orientation, age national origin, disability, or religious or political beliefs. All messages must contain the user's name. Messages may not be communicated under an assumed name.

Failure to adhere to the guidelines stated in this policy will result in disciplinary action ranging from the removal, or restriction of Internet privileges up to termination of employment.

Employee Handbook Appendix B Romantic Relations Policy

The Town strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between coworkers, but it does intend to establish very clear boundaries as to how relationships should be handled during working time. This policy does not apply to non-romantic familial relationships such as father-son, or mother-daughter. The specific purpose of this policy is to prohibit individuals in supervisory positions or other influential roles from developing romantic relationship with workers whom the supervisor supervises or exercises authority over.

Consenting or romantic relationships between a supervisor/manager and an employee may at some point lead to complications and significant difficulties for all concerned - the employee, other employees in the department, the supervisor/manager, and the Town. These relationships may result in complaints of favoritism, conflicts of interest, and other disruptions in the workplace and, as a result, are strictly prohibited.

General Expectations and Requirements

Employee off-duty conduct is generally considered private. Thus, romantic relationships between co-workers are not prohibited, provided such relationships do not negatively affect the workplace. Employees who allow romantic relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Town's disciplinary policy, which may include counseling for minor problems, or other forms of discipline up to and including termination depending on the circumstances.

Supervisor/Subordinate Relationships

1. Romantic or sexual relationships between supervisors and subordinates including but not limited to dating, marriage, or

extra-marital affairs, is strictly prohibited. Supervisors are prohibited from directly supervising and/or hiring employees with whom they have a romantic relationship.

2. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with a subordinate that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Town Manager. Failure to disclose such a relationship may result in immediate termination.
3. The determination of whether a romantic relationship exists shall be determined in the sole discretion and opinion of the Town. This determination shall be based on objective evidence of a romantic relationship, such as co-habitation, the comments or statements of the supervisor and/or the employee, complaints or reports from employees.
4. Upon evidence obtained by the Town, the Town may seek to find a different position for either the supervisor or employee who is involved in a romantic relationship. If a transfer is being considered by the Town, the individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person. Transfers of an employee are in the sole discretion of the Town and will only be considered where an open position is available and the person being considered for transfer meets the requirements for the position.
5. Refusal of reasonable alternative positions, if offered, will be deemed a voluntary resignation.

6. Violations of this policy, including the failure to disclose the existence of a romantic relationship constitutes insubordination and is subject to disciplinary action up to and including termination.

General Rules

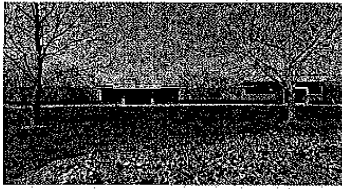
The provisions of this policy apply regardless of the gender or sexual orientations of the parties involved. Employees who have questions regarding the application or scope of this policy should contact their immediate supervisor, the Town Manager, or the Town Supervisor.

Complaints

Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to their immediate supervisor, the Town Manager or the Town Supervisor.

Employee Handbook Appendix C Performance Evaluation Forms

TOWN OF MANLIUS



Employee Performance Appraisal

Employee Name:

Job/Position Title:

Department:

Hire Date:

Evaluation Date: _____

Guide to Conducting the Performance Evaluation

1. Upon receipt of this form, advise the employee of your approximate evaluation timetable so that they may also prepare.
2. Complete the form basing it on the performance of the individual over the entire review period. Evaluate performance using the following guidelines and making comments in support of your ratings:

MARGINAL - Performance is clearly below the level of acceptability. This rating describes the employee who has not kept pace with changing requirements, whose successes have been only occasional, or whose performance has been deteriorating. It may also describe a new employee who has not yet learned the fundamentals of the job. (Individuals with ratings in this category should either move up in performance level or out of the position in a short period of time.)

ADEQUATE - Performance below accepted standards for the time in position. This rating describes the employee who meets only the very minimum position requirements and whose performance could be improved through development, experience, and/or application.

PROFICIENT- Performance is fully acceptable and results are achieved. This rating describes the employee who possesses the required skills and knowledge for the position and who sometimes produces beyond expectations.

COMMENDABLE-Performance is consistently above position requirements. This rating describes the employee whose achievement is very good and who is qualified to assume additional responsibilities. This rating describes the employee whose achievement is very good and who is qualified to assume additional responsibilities.

OUTSTANDING- Performance far exceeds position requirements. This rating is used as special recognition for extra-ordinary accomplishment which has significant impact on the organization.

3. Schedule a specific time for the performance evaluation meeting, assuring privacy without interruptions.
4. Conduct the evaluation-explain the purpose and your agenda.
 - Mutually review performance expectations in terms of individual responsibilities.
 - Discuss ratings using specific examples. Recognize areas of achievement and identify opportunities for improvement.
 - Encourage response from the employee and two-way communication.
5. Encourage response from the employee to make written comments and secure the employee's signature.
6. Forward the completed Performance Evaluation form to the Supervisor's Office.

PERFORMANCE FACTORS:

Review the following factors in relation to performance of position responsibilities.

1. *Quality of Work:* How does it compare with accepted standards of performance?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

Does it reflect sound job knowledge?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

2. *Quantity of Work:* How much acceptable work is consistently produced in relation to job requirements?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

3. *Adaptability:* How well does the employee adapt to new work situations, changes, and responsibilities?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

4. *Use of Work Time:* How well does the employee utilize available time in performance of responsibilities?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

5. *Ability to Work With Others:* How well does the employee work and deal with others to accomplish job requirements?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

6. *Communications:* How accurately and courteously does the employee communicate with supervision, internal and/or external contacts?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

7. *Dependability:* To What extent can the employee be relied upon to complete work assignments?

Marginal ___ Adequate ___ Proficient ___ Commendable___ Outstanding___

Make specific comments (if applicable) in support of the ratings selected on page 2. Please address deficiencies in performance, as related to position, in each category.

1. Quality of Work:

2. Quantity of Work:

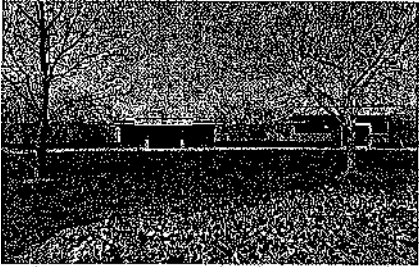
3. Adaptability:

4. Use of Work Time:

5. Ability to work with others:

6. Communications:

TOWN OF MANLIUS



Performance Review: Self-Evaluation

This Self Evaluation Form is an opportunity for you to provide input into your Performance Review Process. The form assists you in focusing on specific aspects of your job performance, including your unique strengths, talent and development focus for the future.

Name: _____

Title: _____

Review Period

_____ to _____

1. What do you believe have been your main accomplishments during this review period? How did you achieve these results? (if you have a separate document for goals, attach with results).

2. What particular part (s) of your job do you enjoy most?

3. What do you find most straightforward or easy in your job?

4. What do you find most difficult in your job and were there things that may have hindered your performing as well as you could have?

5. What can be done to help you to be more effective in the areas mentioned in question #4?

6. What do you see as your top priorities for this year?

7. What areas would you like to develop during the next review period? How might this development happen?

8. Comments

Employee Signature

Date

Department Head Signature

Date

Town Manager Signature

Date

Supervisor Signature

Date

**Employee Handbook Appendix D
Workplace Violence Policy & Procedures**

WORKPLACE VIOLENCE POLICY & PROCEDURES

The **Town of Manlius** has a long-standing commitment to promoting a safe and secure work environment that promotes the achievement of its mission of serving the public. All employees of the **Town** are expected to maintain a working environment free from violence, threats of harassment, violence, intimidation or coercion. While these behaviors are not prevalent at the **Town**, no organization is immune.

The purpose of this policy is to address the issue of potential workplace violence in our **Town**, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to follow when such violence has occurred.

Policy

The **Town** prohibits workplace violence. Violence, threats of violence, intimidation, harassment, coercion, or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve. Individuals who violate this policy may be removed from **Town** property and are subject to disciplinary and/or personnel action up to and including termination, consistent with **Town** policies, rules and collective bargaining agreements, and/or referral to law enforcement authorities for criminal prosecution. Complaints of sexual harassment are covered under the **Town's** Policy against Sexual Harassment.

The **Town**, at the request of an employee or student, or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on **Town** property unless necessary to transact **Town** related business. This policy particularly applies in cases where the employee suspects that an act of violence will result from an encounter with said individual(s).

Scope

All employees, members of the public, vendors, contractors, consultants, and others who do business with the **Town**, whether in a **Town** facility or off-site location where **Town** business is conducted, are covered by this policy. This policy also applies to other persons not affiliated with the **Town**, such as former employees, and visitors. When employees have complaints about other employees, they should contact their supervisor.

Definitions

1. Workplace violence is any behavior that is violent, threatens violence, coerces, harasses or intimidates others, interferes with an individual's legal rights of movement or expression, or disrupts the workplace, the work environment, or the **Town's** ability to provide services to the public. Examples of workplace violence include, but are not limited to:
2. Disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists).
3. Intentional physical contact for the purpose of causing harm (such as slapping, stabbing, punching, striking, shoving, or other physical attack).
4. Menacing or threatening behavior (such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten) where a reasonable person would interrupt such behavior as constituting evidence of intent to cause harm to individuals or property.
5. Possessing firearms, imitation firearms, knives or other dangerous weapons, instruments or materials. No one within the **Town**, shall have in their possession a firearm or other dangerous weapon, instrument or material that can be used to inflict bodily harm on an individual or damage to **Town** property without specific written authorization from the Town Supervisor or Chief of Police, or his designee, regardless of whether the individual possesses a valid permit to carry the firearm or weapon.

Reporting of Incidents

1. General Reporting Responsibilities

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not be ignored by any member of the **Town**. Workplace violence should promptly be reported to the appropriate **Town** official (see below). Additionally, employees are encouraged to report behavior that they reasonably believe poses a potential for workplace violence as defined above. It is

important that all members of the **Town** take this responsibility seriously to effectively maintain a safe working and learning environment.

2. Imminent or Actual Violence

Any person experiencing or witnessing imminent danger or actual violence involving weapons or personal injury should call their supervisor immediately, or call 911.

3. Acts of Violence Not Involving Weapons or Injuries to Persons

Any person who is the subject of a suspected violation of this policy involving violence without weapons or personal injury, or is a witness to such suspected violation, should report the incident to his or her supervisor, or in lieu thereof, to their respective Chief of Police or his designee. The Chief of Police, or his designee, will work with the Town Manager and the Supervisor on an appropriate response.

4. Commission of a Crime

All individuals who believe a crime has been committed against them have the right, and are encouraged, to report the incident to the appropriate law enforcement agency.

5. False Reports

Members of the **Town** who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action and/or referral to civil authorities as appropriate.

6. Incident Reports

The **Town** will report incidents of workplace violence consistent with the **Town** Policies for Incident Reporting.

Responsibilities

1. Supervisor

The Supervisor shall be responsible for the implementation of this policy. The responsibility includes dissemination of

this policy to all **Town** employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that all administrators, managers, and supervisors are aware of their responsibilities under this policy through internal communications and training.

2. Chief of Police

The Chief of Police, or their designee, is responsible for responding to, intervening, and documenting all incidents of violence in the workplace. The Chief of Police, or their designee, will immediately log all incidents of workplace violence and will notify the respective supervisor of an incident with an employee whom they supervise, or notify the **Town** of an incident. All officers should be knowledgeable of when law enforcement action may be appropriate. The Town Manager will maintain an internal tracking system of all threats and incidents of violence.

Officers will be trained in workplace violence awareness and prevention, non-violent crises intervention, conflict management, and dispute resolution.

Officers will work closely with the Town Manager when the possibility of workplace violence is heightened, as well as on the appropriate response to workplace violence incidents consistent with **Town** policies, rules, procedures and applicable labor agreements, including appropriate disciplinary action up to and including termination.

When informed, the Chief of Police, or their designee, will maintain a record of any Orders of Protection for employees. The Chief of Police, or their designee, will provide escort service to employees within its geographical confines, when sufficient personnel are available. Such services are to be extended at the discretion of the Chief of Police, or their designee.

3. Supervisor/Department Head

Each Department Head or other person with supervisory responsibility (hereinafter "supervisor") is responsible within his/her area of jurisdiction for the implementation of this policy. Supervisors must report to the Town Manager and Chief of Police, or their designee, any complaint of

workplace violence, and any other incidents of workplace violence of which they become aware or reasonably believe to exist. Supervisors are expected to inform their immediate supervisor promptly about any complaints, acts, or threats of violence even if the situation has been addressed and resolved. After having reported such complaint or incident to the Town Manager, Chief of Police, or their designee, and immediate supervisor, the supervisor should keep it confidential and not disclose it further, except as necessary during the investigation process and/or subsequent proceedings.

Supervisors are required to contact the Town Manager and Chief of Police, or their designee, immediately in the event of imminent or actual violence involving weapons or potential physical injuries.

4. Employees

Employees must report workplace violence, as defined above, to their supervisor. Recurring or persistent workplace violence that an employee reasonably believes is not being addressed satisfactorily, or violence that is, or has been, engaged in by the employee's supervisor should be brought to the attention of the Town Manager and Chief of Police, or their designee.

Employees who have obtained Orders of Protection are expected to notify their supervisor and the Town Manager and Chief of Police, or their designee, of any orders that list Town locations as protected areas.

Victims of domestic violence who believe the violence may extend into the workplace, or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their supervisor, or the Town Manager and Chief of Police. Confidentiality will be maintained to the extent possible.

Upon hiring, and annually thereafter, employees will receive copies of this policy. Additionally, the policy will be posted throughout the Town and be placed on the Town website, as appropriate.

5. Town Manager

The Town Manger is responsible for assisting the Chief of Police, or their designee, and supervisors in responding to workplace violence; facilitating appropriate responses to reported incidents of workplace violence; notifying the Chief of Police, or their designee, of workplace violence incidents reported to that office; and consulting with, as necessary, counseling services to secure professional intervention.

The Town Manager is responsible for providing new employees with a copy of the Workplace Violence Policy and Procedures and insuring that employees receive appropriate training. The Town Manger will also be responsible for annually disseminating this policy to all employees, as well as posting the policy throughout the Town offices and website, as appropriate.

Education

Supervisors are responsible for the dissemination and enforcement of this policy as described herein, as well as for providing opportunities for training in the prevention and awareness of workplace violence. Additionally, annual training will be provided.

Confidentiality

The **Town** shall maintain the confidentiality of investigations of workplace violence to the extent possible. The **Town** will act on the basis of anonymous complaints where it has a reasonable basis to believe that there has been a violation of this policy and that the safety and well being of employees of the **Town** would be served by such action.

Retaliation

Retaliation against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

Approved by: Manlius Town Board on March 27, 2013

**Employee Handbook Appendix E
Sexual Harassment Policy**



Purpose and Goals

The Town of Manlius is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Town of Manlius recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, supervisors and Department Heads are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Town of Manlius' commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Town of Manlius. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-a-charge-discrimination>.

Adoption of this policy does not constitute a defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

Sexual Harassment and Discrimination Prevention Policy:

1. The Town of Manlius policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Town of Manlius. For the remainder of this policy, we will use the term “covered individual”

to refer to these individuals who are not direct employees of the company.

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Town of Manlius who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, department head, or Town Manager. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Town of Manlius to liability for the harm experienced by targets of

discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including supervisors and department heads who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. The Town of Manlius will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town of Manlius will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Town of Manlius will act as required. In addition to any required discipline, the town of Manlius will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including supervisors and department heads, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their supervisor, department head or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Supervisors and department heads are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Town Manager.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not

need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of Town of Manlius policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or

which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or **humiliation, or interferes with the employee's job performance.**

- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).

- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or

- Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails,

and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;

- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or department head of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and department heads have a special responsibility to make sure employees feel safe at work

and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, department head or Town Manager. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, department head, or Town Manager.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors and department heads have a responsibility to prevent sexual harassment and discrimination. All supervisors and department heads who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Town Manager. Supervisors and department heads should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and department heads can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and department heads can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and department heads will also be subject to discipline for engaging in any retaliation.

While supervisors and department heads have a responsibility to report harassment and discrimination, supervisors and department heads must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and department heads must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or department head that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting

harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or department head that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town of Manlius will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town of Manlius recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a 'complaint, the Town Manager:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the Town Manager will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Town Manager will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;

- b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
 6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Town of Manlius, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and

protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Town of Manlius does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The

website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

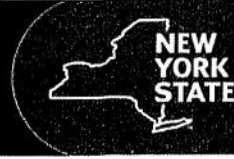
Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at the Town of Manlius and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Complaint Form for Reporting Sexual Harassment



Combating Sexual Harassment

Town of Manlius

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the Town Manager. No employee will be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Supervisee Co-Worker
Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Sexual harassment occurs on a spectrum and employers are encouraged to view all potential allegations with an open mind. Disciplinary action should meet the severity of the alleged actions.

Employers should document the findings of the investigation and basis for your decision along with any corrective actions taken. Notify the employee and the individual(s) against whom the report was made of the investigation's outcome and corrective actions taken. This may be done via email.

Nursing Mothers Lactation Accommodation Policy

Lactation Accommodation Policy

In accordance with applicable law, the Town of Manlius provides employees with break time to express breast milk at the workplace.

In this Policy, employees should learn how much time they are allowed for breast milk expression, the kind of space they are entitled to have for breast milk expression, how to notify the Town about their need to express breast milk in the workplace, and how to notify the New York Department of Labor if these rights are not honored.

This Policy will be provided to all employees upon hire, and annually thereafter. This Policy will also be provided to employees as soon as they return to work following the birth of their child.

Using Break Time for Breast Milk Expression

Employees will receive reasonable unpaid break time to express breast milk when requested. Employees may also request to use accrued paid time to express breast milk at the workplace, too.

Employees may request break time (whether unpaid or paid) for up to three years following childbirth.

The Town will provide an unpaid break time once at least every three hours if requested by an employee. However, the number of unpaid breaks employees will need to express breast milk is unique to each employee and the Town will provide reasonable break times based on the individual and particular circumstances.

The Town will not discriminate or retaliate in any way against an employee who chooses to express breast milk in the workplace.

Employees may work before or after their normal shift to make up any time used as unpaid break time to express breast milk, as long as the time falls within the Town's customary and normal work hours for that

day. However, employees are not required to make up their unpaid break time.

Unpaid breaks to express breast milk will be no shorter than twenty minutes. However, if the designated lactation room (discussed below) where such break is taken is not close to an employee's work station, the provided break will be at least thirty minutes. The Town will permit employees to take longer unpaid breaks where circumstances require. Employees may also opt to take breaks that are shorter than 20 or 30 minutes.

Employees working remotely have the same rights to unpaid time off for the purpose of expressing breast milk as employees who perform their duties in-person.

Requests to Express Breast Milk at Work

Any employee that wishes to express breast milk at work must give the Town reasonable advance notice. Such notice must generally be provided before returning to the workplace if the employee is on leave. The Town requests such notice so it can identify and set-up an appropriate lactation room, and, adjust work schedules if necessary.

Employees wishing to request a room or other location to express breast milk in the workplace should submit a written request to the Town Manager. The Town will respond to this request for a room or other location to express breast milk in writing within five days.

The Town will notify all employees in writing, either through email or printed memo, when a room or other location has been designated for breast milk expression.

Lactation Room Requirements

The Town will designate a room or location specific for employees to express breast milk. The room or location will:

- Be close to the employee's work area.
- Provide good natural or artificial light.
- Be private, shielded from view and free from intrusion.

- Have accessible, clean running water nearby.
- Have an electrical outlet (as long as the rest of the workplace is provided with electricity).
- Include a chair.
- Include a desk, small table, counter, or other flat surface.

Please note that each employee choosing to express breast milk will not necessarily receive a separate space from other nursing employees. If more than one employee at a time requires access to a lactation room, the Town may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression will be close to the work area of the employee(s) using the space. The space will be in walking distance, and will generally not significantly extend the employee's necessary break time.

In the event there is no separate room or space available for lactation, the Town may designate a temporarily vacant office or temporarily vacant space to be used for lactation. During any time that the room is required for lactation, the room will not be accessible to the public or other Town personnel.

If no separate room or space at all is available, the Town may designate a "cubicle" or similar space as a lactation space. A cubicle will only be used if it is fully enclosed with a partition and will not be accessible to the public or other Town personnel. Any such cubicle will have at least seven foot tall walls.

If any lactation room or space has a window, it will be covered with a curtain, blind, or other covering. Further, wherever possible, the lactation room or space will be equipped with a functional lock. If a lock is not possible, the Town may place a sign outside of the room or space advising that the space is in use and not accessible to other Town personnel or the public.

If the employee's workspace has a refrigerator, nursing employees will be allowed to use the refrigerator to store expressed breast milk. The Town is not, however, responsible for ensuring the safekeeping of expressed milk stored in any refrigerator. Employees are required to store all expressed milk in closed containers and bring milk home each evening.

Any space or room designated for expressing breast milk must be maintained and cleaned at all times.

If providing a private lactation room or space in accordance with the requirements listed above presents an undue hardship on the Town, it will still provide another room or other location (not a restroom or toilet stall) that is in close proximity to the employee's work area where the employee(s) can express breast milk in privacy. Such a room or area will meet as many of the requirements discussed above as possible. For purposes of this Policy, "undue hardship" means "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business."

In no circumstances will employees be denied the right to express breast milk in the workplace due to difficulty in finding a location.

New York State Department of Labor Resources

Any employee who believes they have experienced retaliation for expressing breast milk in the workplace, or, that the Town is in violation of this Policy, should contact the New York State Department of Labor's Division of Labor Standards, at 1-888-52-LABOR, or via email at LSAsk@labor.ny.gov. Employees may also visit the nearest Labor Standards office to personally file a complaint. A list of Labor Standards' offices is available at dol.ny.gov/location/contact-division-labor-standards.

Federal Resources

Under the federal PUMP Act, effective 2023, any covered workers that are not provided with breaks and adequate space for up to a year after the birth of a child may file a complaint with the U.S. Department of

Labor, or, file a lawsuit against their employer. For more information, please visit dol.gov/agencies/whd/pump-at-work.

Acknowledgement of Receipt

I, _____ (employee name), acknowledge that on _____ (date), I received and read a copy of the Town’s Nursing Mothers Lactation Accommodation Policy and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this policy is intended to help the Town’s employees to work together effectively on assigned job responsibilities. This policy is not promissory and does not set terms or conditions of employment or create an employment contract.

Signature

Printed Name

Date

615 Telecommuting Policy

The Town of Manlius may authorize remote or hybrid work arrangements at its discretion based on job function and department needs. All telecommuting agreements must be approved in writing by the Department Head and the Town Manager. Telecommuting employees remain subject to all Town policies, including data protection and work-hour tracking.

616 Whistleblower Protection

Employees are encouraged to report concerns about fraud, abuse, safety violations, or other unlawful conduct. Reports may be submitted confidentially to the Town Manager, Supervisor, or Town Attorney. Retaliation against employees who make good faith reports is strictly prohibited and will result in disciplinary action.

617 Social Media & Public Conduct

Employees should use good judgment when engaging on personal social media platforms. Comments that reflect negatively on the Town or disclose confidential information are prohibited. Employees may not speak on behalf of the Town without prior written authorization.

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to close the public hearing.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to adopt the Resolution in the matter of Increasing or Improving of Facilities of Streetlight Manlius Consolidated Lighting District #1.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

5. 6:32 PM – Public Hearing - Manlius Consolidated Lighting District #2

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to waive the reading of the public notice.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to open the public hearing.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to close the public hearing.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to adopt the Resolution in the matter of Increasing or Improving of Facilities of Streetlight Manlius Consolidated Lighting District #2.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

6. 6:34 PM – Town of Manlius Police Department - Purchase of Two Sport Utility Vehicles

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to approve the purchase of a 2022 Ford Explore XLT and a 2022 Dodge Durango GT for a total of \$59,395.86 from Maquire Auto Group.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

7. 6:35 PM – Zone Change Application - 4555 Pompey Center Rd, Manlius, NY 13104 (Tax Map #113-02-17.1)

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to refer the zone change application for 4555 Pompey Center Rd (Tax Map # 113.-02-17.1) to the Onondaga County Planning Board and the Town of Manlius Planning Board for recommendation.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to set a public hearing date for the zone change application for 4555 Pompey Center Rd (Tax Map #113.-02-17.1) for February 11, 2026, at 6:31 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries

8. 6:37 PM – Skyridge Water District Infrastructure Improvements - Change Order #3 Lower Pump Station Re-Design

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to authorize the Supervisor to sign Change Order Number #3 with Miller Engineers for the Skyridge Water Supply District 2025 Infrastructure Improvement Contract Number 3 – Water Main Replacement and Pumphouse Improvements.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

9. 6:40 PM – Enders Road Sidewalk District

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to accept the Proposal for Professional Survey Services from LaBella in regard to Enders Road in the amount of \$41,400 subject to the parties executing a final addendum subject to final legal review.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to accept the proposal submitted by Millennium Strategies for grant writing purposes in the amount of \$5,000 subject to final legal review.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

10. 6:44 PM – Wanoa Golf Course – Liquor License - TABLED

11. 6:44 PM – Planning Board Members

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to appoint Kristen Zarella to the planning board for a 7-year term ending December 31, 2032.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to appoint Eric Neubauer to the planning board as an alternate member for a 1-year term ending December 31, 2026.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

12. 6:44 PM – Zoning Board Member

Councilor Nicholson made a motion, Seconded by Councilor Gonzalez-McCurdy, to appoint Jessica Detor to the Zoning Board for a 5-year term ending December 31, 2030.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

13. 6:44 PM – Board of Assessment - Appointment

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to appoint Joseph Messineo to the Board of Assessment Review for a 5-year term ending October 31, 2030.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to appoint James O’Connor to the Board of Assessment Review for a 5-year term ending October 31, 2030.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

14. 6:45 PM - Host Community Agreement - Abundant Solar

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to authorize the supervisor to sign the Host Community Benefit Agreement with Abundant Solar Power M1 LLC subject to final legal review.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

15. 6:46 PM - Employee Handbook – TABLED

16. 6:46 - Budget Items

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to approve the budget transfers as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to approve the budget increases as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to approve the budget additions as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

17: 6:47 PM – Cedar Bay Rd

Supervisor Deer brought a potential subdivision plan for Cedar Bay Road in front of the board. Supervisor Deer will continue to work with the developers and the board on this project. There will be more discussions at future board meetings in 2026.

18. 6:55 PM – Other Business

Councilor Bollinger reported that the highway garage project is still ongoing and has experienced some delays. She also expressed her appreciation to the Village of Fayetteville for its assistance over the years in lighting the tree in front of Town Hall during the holiday season. This year, due to the Village's equipment being out of service, the tree was not lit. Councilor Bollinger assured that the Board will have a backup plan in place for next year should the Village be unable to assist.

Clerk Grevelding clarified that the Town's organizational meeting will be held on January 2, 2026, at 4:30 PM with oath of offices taking place at 4:00 PM. As well as the first official board meeting for 2026 will be held on January 7, 2026, at 6:30 PM.

19. 6:56 PM - Supervisor's Reports for November 2025

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the supervisor's reports for November 2025 as presented by the Town Comptroller.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

20. 6:56 PM - Approval of Minutes – December 3, 2025

Councilor Nicholson made a motion, seconded by Councilor Nesci, to approve the minutes from December 3, 2025, as presented by the Town Clerk.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson,

Abstain: Councilor Gonzalez-McCurdy Nayes: 0 Motion Carries.

21. 6:01 PM – Approval Abstract #24

Councilor Bollinger made a motion, seconded by Councilor Nicholson to approve abstract #24 in the amount of \$767,028.83.

TOWN OF MANLIUS
Fund Summary
Abstract #24 - 2025

| <u>CODE</u> | <u>FUND</u> | <u>TOTALS</u> |
|-------------|----------------------------|---------------|
| A | General Fund Townwide | \$289,522.02 |
| B | General Fund Part Town | \$3,456.77 |
| DA | Highway Fund Townwide | \$68,759.69 |
| SD2 | Consolidated Drainage #2 | \$11,922.00 |
| SL1 | Overhead Lighting District | \$75.00 |
| SL2 | Underground Lighting | \$75.00 |
| SW3 | Skyridge Water District | \$346,076.05 |
| TA2 | Trust and Agency Other | \$47,142.30 |
| | Total | \$767,028.83 |

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson,
Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries

There being no further business to come before the Board, upon motion duly made by
Councilor Nicholson and seconded by Councilor Italiano the Board voted unanimously to
adjourn regular session at 6:57 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Nicholson,
Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries

Respectfully Submitted by:
Carrie Grevelding
Town Clerk

Abstract #25

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|-----------------------|-----------|
| A00 | NON-DEPARTMENTAL | 8,272.25 |
| A00-1220 | Supervisor | 3,246.65 |
| A00-1620 | Buildings | 11,448.23 |
| A00-1640 | Central Garage | 8,201.08 |
| A00-1930 | Special Items | 4,605.00 |
| A00-3120 | Police | 207.00 |
| A00-3310 | Traffic Control | 25.48 |
| A00-5132 | Garage | 19,815.86 |
| A00-5182 | Street Lighting | 576.23 |
| A00-9055 | Employee Benefits | 500.69 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 56,898.47 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-------------------------|-----------|
| B00-9055 | Employee Benefits | 21.16 |
| ----- | | |
| B00 TOTAL | General Fund Part Town | 21.16 |
| DA0-9055 | Employee Benefits | 183.35 |
| ----- | | |
| DA0 TOTAL | Highway Fund Townwide | 183.35 |
| SL1-5182 | Street Lighting | 2,263.25 |
| ----- | | |
| SL1 TOTAL | Overhead Lighting | 2,263.25 |
| SL2-5182 | Street Lighting | 3,354.65 |
| ----- | | |
| SL2 TOTAL | Underground Lighting | 3,354.65 |
| SL3-5182 | Street Lighting | 161.48 |
| ----- | | |
| SL3 TOTAL | Entry Lighting | 161.48 |
| SL4-5182 | Street Lighting | 936.64 |
| ----- | | |
| SL4 TOTAL | Garden Park Lighting | 936.64 |
| SL5-5182 | Street Lighting | 3,417.60 |
| ----- | | |
| SL5 TOTAL | Ratnour Bridge Lighting | 3,417.60 |
| SW3-8310 | Water Administration | 22,583.76 |
| ----- | | |
| SW3 TOTAL | Skyridge Water District | 22,583.76 |
| ----- | | |
| ** TOTAL ** | | 89,820.36 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-------------------------|-----------|
| A00-1440 | Engineer | 3,932.00 |
| A00-1620 | Buildings | 9.50 |
| A00-3120 | Police | 3,345.00 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 7,286.50 |
| SW3-8910 | Water Administration | 12,956.00 |
| ----- | | |
| SW3 TOTAL | Skyridge Water District | 12,956.00 |
| TA2 | NON-DEPARTMENTAL | 1,904.00 |
| ----- | | |
| TA2 TOTAL | Trust & Agency - Other | 1,904.00 |
| ----- | | |
| ** TOTAL ** | | 22,146.50 |

8

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-----------|-----------------------|-----------|
| A00 | NON-DEPARTMENTAL | 1,145.90 |
| A00-1220 | Supervisor | 750.00 |
| A00-1330 | Receiver of Taxes | 35.37 |
| A00-1355 | Assessors | 100.00 |
| A00-1410 | Town Clerk | 46.93 |
| A00-1620 | Buildings | 300.00 |
| A00-3120 | Police | 75,508.16 |
| A00-5132 | Garage | 986.17 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 78,872.53 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-----------------------|------------|
| DA0-5130 | Machinery | 5,784.77 |
| DA0-5142 | Snow Removal | 136,639.00 |
| ----- | | |
| DA0 TOTAL | Highway Fund Townwide | 142,423.77 |
| DB0-5110 | General Repairs | 2,124.00 |
| ----- | | |
| DB0 TOTAL | Highway -Part Town | 2,124.00 |
| ----- | | |
| ** TOTAL ** | | 223,420.30 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-----------------------|----------|
| A00 | NON-DEPARTMENTAL | 2,557.40 |
| A00-1410 | Town Clerk | 287.00 |
| A00-1620 | Buildings | 9.42 |
| A00-3120 | Police | 1.79 |
| A00-7310 | Recreation | 20.00 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 2,875.61 |
| DA0-5142 | Snow Removal | 1,999.40 |
| ----- | | |
| DA0 TOTAL | Highway Fund Townwide | 1,999.40 |
| ----- | | |
| ** TOTAL ** | | 4,875.01 |

| ACCT | NAME | AMOUNT |
|-------------|------------------------|-----------|
| A00-1110 | Justices | 9.75 |
| A00-1220 | Supervisor | 55.97 |
| A00-1330 | Receiver of Taxes | 45.97 |
| A00-1410 | Town Clerk | 19.99 |
| A00-1620 | Buildings | 938.95 |
| A00-1640 | Central Garage | 10.45 |
| A00-1670 | Central Printing | 1,503.13 |
| A00-3120 | Police | 4,506.00 |
| A00-3510 | Dog Control | 327.98 |
| A00-7310 | Recreation | 3,419.54 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 10,837.73 |
| B00-3620 | Codes Enforcement | 365.66 |
| ----- | | |
| B00 TOTAL | General Fund Part Town | 365.66 |
| DA0-5130 | Machinery | 374.49 |
| DA0-5142 | Snow Removal | 721.53 |
| ----- | | |
| DA0 TOTAL | Highway Fund Townwide | 1,096.02 |
| ----- | | |
| ** TOTAL ** | | 12,299.41 |

Abstract #1

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-----------------------|-----------|
| A00-1620 | Buildings | 25,449.76 |
| A00-3120 | Police | 577.37 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 26,027.13 |
| ----- | | |
| ** TOTAL ** | | 26,027.13 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-----------------------|--------|
| A00-1330 | Receiver of Taxes | 30.00 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 30.00 |
| ----- | | |
| ** TOTAL ** | | 30.00 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|------------------------|----------|
| A00 | NON-DEPARTMENTAL | 500.00 |
| A00-1220 | Supervisor | 629.05 |
| A00-1330 | Receiver of Taxes | 1,700.44 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 2,829.49 |
| ----- | | |
| B00-3620 | Codes Enforcement | 5,888.90 |
| B00-8010 | Zoning | 15.78 |
| B00-8020 | Planning | 23.97 |
| ----- | | |
| B00 TOTAL | General Fund Part Town | 5,928.65 |
| ----- | | |
| ** TOTAL ** | | 8,758.14 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|-----------------------|--------|
| A00-1355 | Assessors | 0.00 |
| A00-5132 | Garage | 90.64 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 90.64 |
| ----- | | |
| ** TOTAL ** | | 90.64 |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|------------------------|------------|
| A00-1620 | Buildings | 660.00 |
| A00-9045 | Employee Benefits | 448.50 |
| A00-9060 | Employee Benefits | 192,463.78 |
| A00-9089 | Employee Benefits | 1,923.60 |
| ----- | | |
| A00 TOTAL | General Fund Townwide | 195,495.88 |
| ----- | | |
| B00-9060 | Employee Benefits | 5,393.69 |
| ----- | | |
| B00 TOTAL | General Fund Part Town | 5,393.69 |
| ----- | | |
| DA0-9060 | Employee Benefits | 34,604.24 |
| ----- | | |
| DA0 TOTAL | Highway Fund Townwide | 34,604.24 |
| ----- | | |
| SR1-9060 | Employee Benefits | 250.99 |
| ----- | | |
| SR1 TOTAL | Manlius Res Trash Dist | 250.99 |
| ----- | | |
| SR2-9060 | Employee Benefits | 250.99 |
| ----- | | |
| SR2 TOTAL | Manlius Res Brush Dist | 250.99 |
| ----- | | |
| ** TOTAL ** | | 235,995.79 |