

Please turn off your cell phone

Agenda
Manlius Town Board
January 25, 2017
7:00PM

1. The Pledge of Allegiance
2. Approval of Minutes – January 4, 2017 and January 11, 2017
3. Approval of Abstract # 26 and Abstract #2
4. BAN Renewals – Window Replacement and Watervale
5. Public Hearing – Local Law – Amend the Town of Manlius code section 155-15 entitled Commercial District (CA), to allow outdoor seating by way of Special Permit.
6. DOT Substance Use Testing Services Agreement for Highway the Department
7. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
8. Adjournment

THIS AGREEMENT, made this, 1st day of January 2016 by and between the TOWN OF MANLIUS a municipal corporation in the State of New York, hereinafter called the "MUNICIPALTY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA"

WITNESSETH

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

That the CNYSPCA will promptly respond to, investigate violations and enforce the provisions of Article 26 of the Agriculture and Markets Law of the State of New York reported to it by the Municipality occurring within the boundaries of the Municipality. Such services will include (if necessary) seizure of, removal and shelter of any animal found to be the subject a violation of the above mentioned law.

The Municipality shall pay to the CNYSPCA the sum of \$2,913.00 for such services for the calendar year 2016. Payment shall be made annually by February 15, 2016.

This shall be considered as additional and separate services provided in addition to any other Agreement for services between the parties.

This agreement shall commence on January 1, 2017 and shall continue to and including December 31, 2017.

The Town shall be credited with the cost of ammunition received by the CNYSPCA from the Town of Manlius against the monies due hereunder from the Town.

IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

DATED: _____

**CENTRAL NEW YORK SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS**

By: _____
Kerrin Conklin, Executive Director

**Contract between Central New York Society For The Prevention of Cruelty to Animals
and the Town of Manlius**

THIS AGREEMENT is dated and effective as of January 1, 2017 and is entered into by and between Town of Manlius, a municipality of the State of New York, with its principal offices located at 301 Brooklea Drive, Fayetteville New York 13066 (hereinafter referred to as the "Municipality") and **Central New York Society for the Prevention of Cruelty to Animals** ("Contractor" or "CNYSPCA") with the office located at 5878 East Molloy Road, Syracuse, New York 13211.

WHEREAS, the Municipality is in need of a contractor who will provide "Dog Control" services for the Town of Manlius, and including the Villages of Manlius, Fayetteville and Minoa, which Villages the Town of Manlius Provides service to; and

WHEREAS, it is the intention of the Municipality to retain the CNYSPCA to provide Dog Control Services as described at §2(b) hereof (hereinafter the "Services");

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective January 1, 2016 and remain in effect through December 31, 2016.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

- a. Promptly respond to, enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Municipality pertaining to dogs, which are reported to CNYSPCA and which are occurring within the boundaries of Town of Manlius and including the Villages of Manlius, Fayetteville and Minoa. Such Services will include, as necessary, those services the Town of Manlius is required to provide under the foregoing laws including, without limitation, the seizure, removal and shelter of any animal found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police and Municipality as is deemed necessary by CNYSPCA

3. FEE & PAYMENT:

- a. The compensation for CNYSPCA'S rendering of the Services shall be Twenty Seven Thousand Eighty Seven (\$27,087) for the term of this Agreement. Payment under this Agreement shall be made thirty (30) days from the effective date of this Agreement.

4. INDEMNIFICATION:

CNYSPCA agrees that it shall defend, indemnify and hold harmless Municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by CNYSPCA or failure on the part of CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.

5. CNYSPCA STATUS:

- a. It is intended by both CNYSPCA and Municipality that CNYSPCA's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between CNYSPCA and Municipality.
- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that they are an employee of Municipality.
- c. Municipality agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CNYSPCA will indemnify, defend and hold the municipality from all loss or liability incurred as a result of not making such payments or withholdings.
- d. CNYSPCA understands, and represents to Municipality, that all such employee benefits, insurance and tax payments are the sole responsibility of CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges CNYSPCA's independent contractor status it is agreed that both Municipality and CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entitles relating to such employment and Civil Rights requirements.

- h. Each and every provision of law and clause required by law to be inserted in services contracts with New York municipalities shall be deemed to have been inserted herein. In addition, if any such provision or clause is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith or shall otherwise be deemed to make such insertion.

7. INSURANCE:

- a. CNYSPCA shall maintain general liability insurance and will provide the municipality with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. CNYSPCA agrees to have the municipality named as an "additional insured" on the general liability policy and to provide the municipality with endorsements, unconditional certificates or similar conclusive evidence from said insurance company or companies showing the proof of insurance as stated heretofore.
- b. CNYSPCA shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law, and to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

9. TERMINATION:

- a. This Agreement may be terminated by either party giving to the other at least ten (10) calendar days prior written notice of termination in the event of a default in the performance of any of such other party under this Agreement and its failure to cure same within such ten (10) day period obligations under this Agreement.
- b. Upon termination, CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon termination, CNYSPCA shall immediately deliver to Municipality all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

10. LICENSES AND PERMITS:

CNYSPCA represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

11. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations

Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

DATED: _____

**CENTRAL NEW YORK SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

By: _____

Kerrin Conklin, Executive Director



☐ 2007 TRANSIT ROAD • DEFEW, NY	P: (716) 630-5510	F: (716) 630-5515
☐ 740 S. MEADOW STREET • ITHACA NY	P: (607) 819-4363	F: (607) 819-4692
☐ 930 COUNTY RD 61 • ELmira, NY	P: (607) 546-2050	F: (607) 673-7457
☐ 16 S MAIN STREET • JAMESTOWN, NY	P: (716) 460-3144	F: (716) 489-3152
☐ 8008 BREWERTON ROAD • CINCERO, NY	P: (315) 350-3305	F: (315) 288-4700
☐ 3504 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 350-3305	F: (315) 401-0735
☐ 6870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 350-3305	F: (315) 670-4365
☐ 7375 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-3305	F: (315) 391-0066
☐ 961 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 475-2900

DOT SUBSTANCE USE TESTING SERVICES AGREEMENT

THIS DOT SUBSTANCE ABUSE TESTING SERVICES AGREEMENT (the "Agreement") is made as of the ____ day of _____, 201__, by and between NY URGENT CARE PRACTICE, P.C. with an address of 7375 Oswego Road, Suite 1, Liverpool, NY 13090 ("PC") and _____ with an address of _____ ("Client") (PC and Client shall be collectively referred to as the "Parties").

WHEREAS, PC provides substance use testing services for employers in compliance with the standards set by the United State Department of Transportation ("DOT"); and

WHEREAS, Client is an employer and desires to engage PC to provide substance use testing services of Client's employees in accordance with DOT standards; and

WHEREAS, PC agrees to provide such services pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual agreement, covenants, terms and conditions in this Agreement, the Parties agree as follows:

1.0 DUTIES AND RESPONSIBILITIES OF PC. PC shall provide the following substance use testing services during the term of the Agreement (the "Services"):

- (a) Provide lists of selected employees for random alcohol and controlled substance testing in accordance with the method and frequency prescribed by DOT regulations;
- (b) Provide a qualified collection site where employees can undergo the drug and alcohol tests;
- (c) Ensure that its collectors meet the training requirements of 49 CFR § 40.33;
- (d) Ensure that its breath alcohol technicians ("BATs") meet the training requirements set forth in 49 CFR § 40.213;
- (e) Perform controlled substance tests in accordance with 49 CFR Part 40;
- (f) Perform breath alcohol tests in accordance with 49 CFR Part 40, including use of a DOT approved evidential breath alcohol testing device ("EBT");
- (g) Provide screening and confirmation testing for controlled substances via a laboratory certified by United States Substance Abuse and Mental Health Services Administration ("SAMSHA");
- (h) Provide review of controlled substance test results by a certified medical review officer ("MRO");

- (i) Communicate controlled substances and alcohol test results to Client's designated employee representative ("DER") in accordance with applicable requirements concerning confidentiality and timing;
- (j) Immediately report to the DER any information regarding employee refusals to test, shy bladder, and insufficient amount of breath;
- (k) Maintain copies of negative test results for one year and copies of positive test results, refusals to test, and adulterated or substituted tests for five years;
- (l) Maintain breath alcohol calibrations, maintenance, and inspection of EBT for two year;
- (m) Assist in preparation of the DOT required annual calendar summary report;
- (n) Arrange for the preparation of DOT required laboratory statistical reports; and
- (o) Notify the DOT of non-compliance that the DOT would likely consider to be appropriate grounds for starting a public interest exclusion ("PIE") proceeding.

2.0 DUTIES AND RESPONSIBILITIES OF CLIENT. Client shall be responsible for the following tasks during the term of this Agreement (the "Tasks"):

- (a) Develop a substance abuse policy in accordance with 49 CFR Part 40;
- (b) Develop a uniform policy regarding dilute specimens;
- (c) Train its supervisors on compliance with DOT regulations and maintain documentation of the training;
- (d) Ensure that only those employees who are subject to the DOT regulations on testing requirements are part of the pool of employees submitted to PC;
- (e) Provide updated employee lists to maintain accurate information regarding the pool of employees;
- (f) Provide updated name and contact information for the DER and an alternate DER to receive drug and alcohol test results;
- (g) Ensure that the DER is available 24 hours per day, 7 days per week to receive positive alcohol test results;
- (h) Take all remedial actions required by DOT regulations in the event an employee tests positive for alcohol or a controlled substance, including but not limited to removing and prohibiting that employee from performing safety-sensitive functions;
- (i) Ensure that its employees make themselves available for the testing portion of the Services and comply with all of the instructions provided by PC. PC shall not have any obligation to perform or arrange for performance of the testing portion of the Services on or for any employee that either fails to actually make him/herself available for the performance of the controlled substances testing services or who fails to comply with all of the instructions provided by PC;
- (j) Prepare an annual calendar summary report as required by DOT regulations;
- (k) Retain all records pertaining to alcohol and controlled substance testing as required by DOT regulations;
- (l) Maintain the confidentiality of all results and records associated with alcohol and controlled substances testing in compliance with all local, state, and federal laws, ordinances and regulations, including but not limited to DOT regulations, and ensure that files maintained pursuant to this Agreement are secured separately from other personnel records;

- (m) Maintain documentation of the factors supporting reasonable suspicion testing and the factors supporting post-accident testing;
- (n) Maintain documentation of compliance with the requirements to provide educational materials on substance abuse to the employees and statistical summary reports from the certified lab;
- (o) Maintain records pertaining to substance abuse professionals' ("SAPs") evaluations and compliance with such evaluations;
- (p) Maintain documents verifying a medical explanation for inability to provide adequate breath or urine for testing and of any employee's refusal to submit to a required drug or alcohol test;
- (q) Communicate directly with the MRO, or a designated representative of the MRO, the BAT, and the SAP regarding the employee's alcohol and controlled substances tests and all matters pertaining thereto;
- (r) Obtain drug and alcohol results from previous employers as required by DOT regulations;
- (s) Select employees for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up tests; and
- (t) Have its DER assist the MRO in contacting employees regarding test results and provide written documentation of that contact to the MRO.

3.0 COMPENSATION. For the Services provided by PC, Client shall compensate PC as set forth in **Schedule A.**

4.0 RELATIONSHIP OF PARTIES. PC agrees to provide the Service to Client as an independent contractor. Client shall not have and shall not exercise any control or direction over the means, manner or method by which the Services are carried out and performed pursuant to this Agreement, *provided, however,* PC agrees to comply with the DOT regulations. Nothing herein shall be construed to create a relationship of employer/employee, partner, joint venture, or principal/agent between PC and Client.

5.0 TERM AND TERMINATION.

5.1 Term. This Agreement will commence on January 1, 201__ (the "Effective Date") and expire one year later unless terminated earlier as set forth below.

5.2 Termination upon Notice. Either Party can terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other Party.

5.3 For Cause Termination. In the event either Party commits a material breach of this Agreement, the other Party shall provide a written notice of the same within seven (7) days of discovery. The breaching party shall then have seven (7) days within which to cure said breach (the "Cure Period"). Should the breaching Party fail to cure the breach within the Cure Period, the other Party may immediately terminate this Agreement upon expiration of the Cure Period.

6.0 OWNERSHIP OF RECORDS. All testing records and other records concerning the Services provided hereunder shall belong to and remain the property of PC. PC will provide

Client with reasonable access to such records as necessary for Client's legal or regulatory compliance purposes, or in the case of litigation against Client, unless such access is prohibited by applicable law or regulations. The provisions contained in this Section 6 shall survive the expiration or termination of this Agreement.

7.0 MISCELLANEOUS.

7.1 Notices. All notices, request, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be (i) delivered by hand, (ii) telecopied or made by facsimile transmission, (iii) sent by overnight courier, or (iv) deposited in the United States mail, postage prepaid, registered or certified.

If to PC:
NY Urgent Care Practice, PC
7375 Oswego Road, Suite 1
Liverpool, NY 13090
Atten: President

If to Client:

Atten: _____

with a copy to:
ASP UC Support, LLC
281 Sanders Creek Parkway
East Syracuse, NY 13057
Atten: General Counsel

7.2 Modification and Changes. This Agreement may not be changed or modified except by a written instrument executed by both Parties.

7.3 Assignment. Neither this Agreement nor any interest herein may be assigned in whole or in part by either Party without obtaining the prior written consent of the other party; *provided, however,* that PC may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to an entity into which PC is merged or with which PC is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization.

7.4 Headings. The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated.

7.5 Governing Law. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and interpreted and enforced in accordance with the laws of the State of New York and the venue of any cause of action related to this Agreement shall be exclusively limited to Onondaga County, New York.

7.6 Entire Agreement. This Agreement and any attachments thereto contains the entire agreement of the Parties with respect to the matters set forth herein, supersedes all prior

negotiations and agreements, and represents the Parties' final and complete understanding. This Agreement and any attachments thereto contains the entire agreement of the Parties with respect to the matters set forth herein, supersedes all prior negotiations and agreements, and represents the Parties' final and complete understanding.

7.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

7.9 Construction. The Parties understand, agree, and acknowledge that this Agreement has been freely negotiated by the Parties and that should any controversy arise over the meaning, interpretation, validity or enforceability of this Agreement or of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either Party by virtue of that Party having drafted this Agreement or any part of it.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

NY URGENT CARE PRACTICE, P.C.

By: _____
Its _____

By: _____
Its _____

SCHEDULE A

COMPENSATION

Client shall pay PC a one-time fee of _____ Dollars (\$_____) per employee as compensation for the services provided under this Agreement (the "Participation Fee").

PC will invoice Client for the Participation Fee and payment is due in full within thirty (30) days of the invoice date.



□ 5007 TRANSIT ROAD • DEPEW, NY	P: (716) 660-5515	F: (716) 660-5515
□ 740 S. MEADOW STREET • ITHACA NY	P: (607) 319-4563	F: (607) 319-4632
□ 830 COUNTY RD 64 • EL MIRA, NY	P: (607) 846-2030	F: (607) 879-7457
□ 15 S MAIN STREET • JAMESTOWN, NY	P: (716) 489-3144	F: (716) 489-3152
□ 5003 BREWERTON ROAD • CICERO, NY	P: (315) 350-3305	F: (315) 288-4760
□ 3504 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 850-3306	F: (315) 401-0755
□ 6870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 860-3305	F: (315) 679-3365
□ 7375 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-3305	F: (315) 291-0065
□ 901 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 478-2909

DOT STAND ALONE RANDOM TESTING PROGRAM PRICING 2017

Urine Drug Screen Package (package includes collection, MRO, lab analysis)	\$ 61.00 per test
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Breath Alcohol Screen	\$ 35.00 per test
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FIVE STAR's DOT STAND ALONE RANDOM TESTING PROGRAM includes:

- Urine Drug Screen Collection Package - includes collection, Medical Review Officer (MRO) Services, and Lab Analysis by SAMHSA(certified laboratory)
- Breath Alcohol Testing
- Random Testing Program Management
- Record Management and Retention
- Drug/Alcohol Statistical Summary Reports
- DOT Audit Assistance
- DOT Regulation Updates
- Substance Abuse Professional Referral

ADDITIONAL SUBSTANCE ABUSE TESTING PRICING

Urine Drug Screen Package <i>for Pre-Employment, Post Accident, Reasonable Suspicion, Follow-Up, or Return-to-Duty</i> (package includes collection, MRO, lab analysis)	\$ 61.00 per test
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Breath Alcohol Screen <i>for Post Accident, Reasonable Suspicion, Follow-Up, or Return-to-Duty</i>	\$ 35.00 each
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After Hours Hourly fee assessed, in addition to test fee, for any collection done outside the regular business hours.	\$ 85.00 per hour
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Policy Development assistance available upon request.



☐ 6007 TRANSIT ROAD • DEPEW, NY	P: (716) 650-5516	F: (716) 650-5516
☐ 740 S. MEADOW STREET • ITHACA NY	P: (607) 919-4563	F: (607) 919-4692
☐ 890 COUNTY RD 64 • ELMIRA, NY	P: (607) 846-2030	F: (607) 878-7457
☐ 15 S MAIN STREET • JAMESTOWN, NY	P: (716) 489-3144	F: (716) 489-3152
☐ 8008 BREWERTON ROAD • CICERO, NY	P: (315) 360-3305	F: (315) 268-4760
☐ 3604 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 350-3305	F: (315) 401-0755
☐ 6870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 350-3305	F: (315) 679-4368
☐ 7376 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-3305	F: (315) 291-0065
☐ 961 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 475-2909

EMPLOYEE ENROLLMENT FORM

Please Print Legibly

Company Information	
Company Name:	
Mailing Address:	
Billing Address: <i>(only if different than mailing address)</i>	

Employee Roster (List of Employees to be enrolled in Consort)		
	Employee's Full Name (First MI Last)	Social Security # (or other unique identifier)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

If you have more than 10 employees, please contact us about our DOT Stand Alone Random Program.

☐ Check here if you are supplying an additional Employee Enrollment Form.

☐ Check here if you sent your roster as an Excel file via e-mail to aparrott@fivestarocccmed.com

For Office Use Only: Total # of Employees enrolled _____

DOT Consortium Employee Enrollment Form 2017



☐ 6007 TRANSIT ROAD • DEPEW, NY	P: (716) 650-5516	F: (716) 650-5516
☐ 740 S. MEADOW STREET • ITHACA NY	P: (607) 319-4663	F: (607) 319-4632
☐ 830 COUNTY RD 64 • ELMIRA, NY	P: (607) 846-2030	F: (607) 878-7457
☐ 16 S MAIN STREET • JAMESTOWN, NY	P: (716) 489-3144	F: (716) 489-3152
☐ 8003 BREWERTON ROAD • CICERO, NY	P: (315) 350-3305	F: (315) 238-4760
☐ 3604 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 350-3305	F: (315) 401-0755
☐ 6870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 350-3305	F: (315) 679-4368
☐ 7375 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-3305	F: (315) 291-0065
☐ 961 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 475-2909

DESIGNATED EMPLOYER REPRESENTATIVE (DER) FORM

DERs are individuals who are authorized to receive drug testing results

Please Print Legibly

Company Name			
PRIMARY DER : This individual will automatically receive all drug screen results			
Name			
Phone #	()	Ext.	
E-mail address			
Drug Screen Results Reporting Preferences (choose only one)			
E-mail _____ (Results e-mailed to address above)		Fax _____ Secure Fax # _____ (Secure fax # only since sensitive info will be transmitted)	
ADDITIONAL DER (optional)			
Name			
Phone #	()	Ext.	
E-mail address			
Drug Screen Results Reporting Preferences (choose only one)			
E-mail _____ (Results e-mailed to address above)		Authorized to obtain results only _____ (Results will NOT automatically be sent to this individual)	
ADDITIONAL DER (optional)			
Name			
Phone #	()	Ext.	
E-mail address			
Drug Screen Results Reporting Preferences (choose only one)			
E-mail _____ (Results e-mailed to address above)		Authorized to obtain results only _____ (Results will NOT automatically be sent to this individual)	

DOT Consortium Designated Employer Representative (DER) Form 2017



□ 5007 TRANSIT ROAD • DEPEW, NY	P: (716) 650-5510	F: (716) 650-5515
□ 740 S. MEADOW STREET • ITHACA NY	P: (607) 319-4563	F: (607) 319-4692
□ 880 COUNTY RD 64 • ELMIRA, NY	P: (607) 646-2030	F: (607) 878-7467
□ 15 S MAIN STREET • JAMESTOWN, NY	P: (716) 480-3144	F: (716) 489-3152
□ 8008 BREWERTON ROAD • CICERO, NY	P: (315) 350-3305	F: (315) 288-4760
□ 3504 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 350-3305	F: (315) 401-0755
□ 6870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 350-3305	F: (315) 679-1368
□ 2975 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-3305	F: (315) 291-0065
□ 961 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 475-2909

1. Read the *Stand Alone Agreement* in its entirety, noting your obligations as a customer which are detailed in the first part of the agreement (See "Customer shall..."). Complete the "Customer" section on the second page, signing in the space provided to indicate acceptance of the agreement.
2. Complete the *Employee Enrollment Form*.

New customers:

Provide full names and Social Security numbers (or other **unique** identifiers) for each employee you need to enroll in the Stand Alone Program. You may also supply your list in an Excel spreadsheet sent via email with the electronic copies of your paperwork (PDFs) to bstedge@industrialmedical.com. Mark the appropriate box on the form if sending your list in this manner.

Returning customers:

Provide full names and Social Security numbers (or other **unique** identifiers) for each employee you need to enroll in the Stand Alone Program. Please provide a new list even if there are minimal changes from the previous year. We want to start the year with list that is as up to date as possible. You may also supply your list in an Excel spreadsheet sent via email with the electronic copies of your paperwork (PDFs) to bstedge@industrialmedical.com. Mark the appropriate box on the form if sending your list in this manner.

3. Complete the *Designated Employer Representative (DER) Form*

All Customers:

Provide names and contact information for Designated Employer Representative(s). Indicate preferences for each contact regarding type of access to results. If you need to list more DERs than there are spaces provided or you may photocopy the form and list them on an additional page.

4. Return your completed *Stand Alone Agreement*, *Employee Enrollment Form*, and *DER Form* to Five Star Occ Med using one of the methods listed.

MAIL: Five Star Occ Med
Attn: Stand Alone Program
961 Canal St
Syracuse, NY 13210

(If using this method, please retain copies for yourself)

FAX: (315) 234-4537, Attn: Stand Alone Program

EMAIL: Scan documents into a PDF file and e-mail to bstedge@industrialmedical.com.

5. When Five Star Occ Med receives your documents, we will co-sign the agreement and enroll you in the program. An invoice for your Stand Alone Program fees and ID cards for each enrolled employee will be mailed shortly thereafter. We will also mail a document on Five Star Occ Med letterhead verifying your enrollment.

Note: We always try to process agreements as quickly as possible but we receive an overwhelming amount right after the invitations are sent. We will make every effort to mail your verification letter within two weeks of receiving your agreement. If you do NOT receive your verification letter with this time frame, you are welcome to contact us at 315-478-1977, ext. 237 or to confirm the paperwork was received.

DOT Consortium Instructions 2017



TAMS-WITMARK MUSIC LIBRARY, INC.

America's greatest musicals for amateur and professional stage performance since 1870

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560 LEXINGTON AVENUE, NEW YORK, N.Y. 10022 • 212-688-2525 • FAX 212-688-3232 • Stage Musicals, Ltd., United Kingdom

800-221-7196 • FAX 800-826-7121 • www.tams-witmark.com

January 9, 2017

Town of Manlius Recreation Department
301 Brooklea Drive
Fayetteville, NY 13066

19866
Account number

Attn: Ms. Kristine Zingaro

kzingaro@townofmanlius.org

Dear Ms. Zingaro:

We have sent you perusal copies in accordance with your request. We know this valuable service will be a great help in choosing your musical show. Your quotation is as follows:

	Royalty and Rental for first performance	Charge for each additional consecutive performance
BYE BYE BIRDIE	\$1305.00	\$985.00

Optional material for BYE BYE BIRDIE which includes three new songs and dialogue changes is available for \$152.50 for the first performance and \$107.50 for each additional consecutive performance. Orchestration for the optional BYE BYE BIRDIE material rents for \$73.75 per month.

The above quotations are based on a seating capacity of 600, with the consideration that all of the seats will not be filled, and tickets priced at \$15.00.

Enclosed please find the instrumentation list for the above show.

You may rent up to 6 individual orchestra parts from the full orchestration at \$15.00 each per month. If more than 6 parts are required, you would be charged for the rental of the full orchestration.

The orchestration rents separately at \$295 per month.

We require a refundable deposit in the amount of \$200.00 for the safe return of the material. This is in addition to the above stated royalty and rental.

We will accept a purchase order from the town of Fayetteville in lieu of full payment in advance for the royalty, rental and deposit. If a purchase order is received, payment of the royalty and rental is due immediately following your final performance and the deposit would not be necessary.

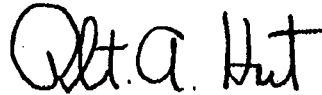
Our conditions of lease are contained on the enclosed information sheet. We also enclose a license agreement which we require completed in full, signed and returned to us when ordering. When your signed license agreement is returned to us you may retain the prompt book and conductor score of the show you are presenting at no additional rental charge, and these books will become part of the rehearsal material to be supplied.

We require payment of the total royalty and rental and deposit prior to our shipment of the rehearsal material if a purchase order is not received. If we do not receive your check for the full amount of the royalty, rental and deposit or a purchase order for the full amount of the royalty and rental, we cannot ship the rehearsal material.

We are looking forward to this opportunity to be of service to you, and know that you will find the presentation of a quality Tams-Witmark musical to be a successful and rewarding experience.

Sincerely yours,

TAMS-WITMARK MUSIC LIBRARY, INC.

A handwritten signature in dark ink, appearing to read "Alta Hut". The signature is fluid and cursive, with the first name "Alta" and the last name "Hut" clearly distinguishable.

Chairman

RAH:vfp

TAMS-WITMARK MUSIC LIBRARY, INC.

560 LEXINGTON AVENUE, NEW YORK, N.Y. 10022

LICENSE AGREEMENT, MADE ON BEHALF OF THE COPYRIGHT PROPRIETORS, TO BE SIGNED BY ENTITIES PERFORMING MUSICAL SHOWS

432988

January 9, 2017

Licensee, whose name appears below, hereby agrees to pay the rentals and royalties specified in the quotation letter of Tams-Witmark Music Library, Inc., hereinafter the Licensor, relating to the performance of the

musical work (fill in title) BYE BYE BIRDIE
hereinafter the Play, on the spoken stage, in the English language for (fill in number of performances) 3
performances on (fill in all perf. dates) 7/20, 7/21, 7/22, 2017

at (fill in name of auditorium or hall, street address, city and state) F-M High School

8201 E. Seneca Trpk Manlius NY 13104 (fill in auditorium phone #) 315-637-5188

The maximum seating capacity of the above auditorium is (fill in number of seats) 600

The admission prices to be charged are (fill in prices) \$15

The royalty and rental quotation given to Licensee by Licensor for this play is (fill in price) \$ 1305.00

for the first performance and (fill in price) \$ 985.00 for each additional consecutive performance. To be considered consecutive, each performance must be presented in the same auditorium and within fourteen days of the preceding performance.

All contemplated performances have been listed above. Licensee agrees that no changes can be made in the dates or number of performances, capacity or location of auditorium and/or admission prices. Licensee agrees that should Licensee desire any changes, Licensee will immediately request the approval of Licensor, and that if such changes are approved by Licensor, an increase in the royalty and rental prices quoted may result. Licensor reserves the absolute right to approve or disapprove any desired changes or additions to this License Agreement. All changes or additions must be requested in writing and become effective only when approved by Licensor in writing. Licensee agrees that Licensee will not present, announce, advertise or sell tickets for any additional performances until Licensor has specifically licensed Licensee to perform these additional performances.

ALL OF THE TERMS ON THE REVERSE SIDE HEREOF AND ALL OF THE PROVISIONS OF THE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" APPLY TO THIS LICENSE AGREEMENT AND ARE MADE PART HEREOF. Licensee agrees that the music and dialogue material will be returned to the Licensor, prepaid, within seven (7) days, after the last performance hereunder and that the full replacement costs of all missing or mutilated material, additional royalty, rental, any other fees and charges in connection with this transaction, will be paid. Licensee understands Licensee is responsible for all material in transit, until it is delivered to Licensor at the above address.

The material rented to Licensee shall not be copied, reproduced, sold or otherwise distributed by Licensee or with Licensee's permission, and shall be used only for the purpose of giving the performances above specified.

The above shall constitute a valid agreement between Licensor and Licensee when properly signed by the Licensee, returned to the Licensor and either acknowledged in writing to the Licensee by the Licensor, or upon the shipment of rehearsal material to the Licensee.

☒ Check here if Licensee will use an orchestration.
Licensee will want to rent the orchestration for a total of (fill in number)..... months before the first performance.

☐ Check here if Licensee WILL NOT use an orchestration

Licensee will want to rent the rehearsal material for a total of (fill in number) 2 months before the first performance.

Town of Manlius Recreation Departme
55 (Licensee) 19866

By
Signature and Your Title or Position

Licensee's Phone #

PLEASE MAKE AND KEEP A COPY OF THIS LICENSE AGREEMENT SO THAT YOU CAN NOTIFY US PROMPTLY SHOULD YOU DESIRE TO MAKE ANY CHANGE IN ANY OF THE INFORMATION YOU HAVE SUPPLIED.

SEE REVERSE SIDE FOR ADDITIONAL TERMS WHICH CONSTITUTE PART OF THIS AGREEMENT.

SEE ENCLOSED SHEET ENTITLED "INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE" WHICH CONSTITUTES PART OF THIS AGREEMENT.

TAMS-WITMARK MUSIC LIBRARY, INC.

560 LEXINGTON AVENUE NEW YORK, N.Y. 10022

212-688-2525 800-221-7196 (FAX) 212-688-3232

INFORMATION REGARDING THE RENTAL OF MUSIC AND DIALOGUE MATERIAL OF MUSICAL SHOWS FOR STAGE PERFORMANCE

The rehearsal material includes the piano-conductor's score and all of the dialogue and vocal material. The rental charge for the rehearsal material is included in the first performance and additional performance fees set forth in Licensee's quotation letter. In order to see the list of rehearsal material that Licensor supplies for a particular show, please visit our website (www.tamswitmark.com), click on the SHOW PAGE for the particular show, and then click on the heading Rehearsal Materials. Should Licensee require more materials than are supplied in the standard set, please contact Licensor for a rental quotation for additional parts.

The rehearsal material is loaned for a period of three months. However, the rehearsal material is to be returned within seven (7) days after the last performance regardless of when it was originally received, even if less than a three-month period has expired. Should the rehearsal material be required longer than three months prior to the first performance, there is an additional rental charge of one-hundred twenty-five dollars (\$125.00) per month. Licensee must report, in writing, any error or deficiency in material so that Licensor can provide Licensee with replacement material in a timely manner.

SHOULD LICENSEE REQUIRE ORCHESTRA PARTS FOR THE SHOW, LICENSEE MUST CHECK THE APPROPRIATE BOX ON THE AGREEMENT FORM, AND INDICATE THE NUMBER OF MONTHS LICENSEE REQUIRES THE ORCHESTRATION. THERE IS A RENTAL CHARGE OF TWO HUNDRED NINETY-FIVE DOLLARS (\$295.00) PER MONTH FOR THE ORCHESTRATION. Should Licensee require the orchestration, it must be rented for a period commencing a minimum of one month prior to the first performance. Should performances continue over a period of more than one calendar week (Monday through Sunday), additional orchestration rental will be charged pro-rated by the one-quarter month. Extra orchestra parts (Licensor supplies strings 2-1-1-1-1) rent for fifteen dollars (\$15.00) each per month. The use of a synthesizer, or any other electronic sound-producing device, not authorized by Licensor in writing, is prohibited.

Licensor has the following additional materials for selected shows: Full Scores (Partiturs), Rehearsal Aids, Performance Tracks, Rehearsal CD's, Stage Manager's Guides and Choreography Guides. Please contact Licensor for a rental quotation.

All material must be returned to the library within seven (7) days after the last performance. Additional rental charges in the above amounts will be made on material returned more than seven (7) days after the last performance. When returning material, always wrap securely, insure sufficiently and mark the wrapper with the name of Licensee's organization and account number so Licensor can issue proper credit. Licensee is responsible for all material while in transit both ways. IT IS UNDERSTOOD THAT LICENSEE PAYS ALL SHIPPING CHARGES ON PACKAGES BOTH WAYS. LICENSEE PAYS ALL BROKERAGE, CUSTOMS, AND ENTRY CHARGES BOTH WAYS ON FOREIGN SHIPMENTS. FOREIGN SHIPMENTS MUST BE SHIPPED BY AIR TRANSPORTATION BOTH WAYS, AT LICENSEE'S EXPENSE.

Payments are due by check or money order payable on a bank in the United States. Payment is also accepted by credit card, debit card or by PayPal transfer.

Licensee agrees to indemnify Licensor and the authors and producer of the play from any claim arising out of the violation by Licensee of any of the provisions of this agreement.

This agreement shall be interpreted and governed by the laws of the State of New York. This agreement expresses the entire understanding and agreement of the parties hereto, and it may not be changed or terminated orally. This agreement may only be amended by a written document that is prepared by Licensor and signed by Licensor. This agreement shall at all times be the only agreement between the parties hereto with respect to the Play. Any agreement, letter, or document prepared by Licensee or any third party regarding the Play shall not bind or obligate Licensor in any manner whatsoever, regardless of whether Licensor signs such agreement, letter or document.

Any dispute or controversy arising out of or under this agreement or pertaining thereto shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum. The parties hereto hereby consent to the jurisdiction of such courts.

Licensee represents and agrees that during the term of this agreement Licensee will not be party to or otherwise covered by a contract with Actors Equity Association with respect to the play.

Licensee agrees to perform the play in accordance with the material furnished by Licensor and agrees to make no additions, transpositions, or interpolations of any kind in the music score or book. Licensee agrees that all performances of the play will faithfully preserve the story, plot, characters, characterizations, situations, ideas and form of the play as written. The rights granted to Licensee do not include any right to the original or other choreography, direction or staging, costume designs or scenery designs.

The rights granted to Licensee do not include any right to the original or other graphic material, artwork, logos, photographs, and recordings, of and/or relating to the show. The right to radiobroadcast, telecast, place on the internet or any other electronic media, or record the play, or any part thereof in any manner is not included.

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