

Please turn off your cell phone

Agenda
Manlius Town Board
April 12, 2017
7:00PM

1. The Pledge of Allegiance
2. Swear in New Police Officer
3. Approval of Minutes – March 22, 2017
4. Road Dedications – Brinan Fields Run & Fallen Oaks Lane
5. Approval of Abstract # 7
6. Set Date – Public Hearing – Special Permit – Tetra Tech Solar – 8507 Green Lakes Rd. (Tax Map # 082.-02-15.1)
7. Compensation for Easement Agreement – North Burdick St. over Erie Canal
8. Accident Insurance Recreation
9. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
10. Adjournment

Insurance Proposal for Parks & Recreation Blanket Accident Insurance

Policy Dates 05/11/2017 to 05/11/2018

Town of Manlius



Presented by:

Sheila Gilroy

**Haylor, Freyer & Coon
231 Salina Meadows Parkway
Syracuse, NY 13212**

ISO 9001 Certified



An ESOP Company

This form is for illustration purposes only. Please read your policy for specific details.

Student Accident Quotes		
Plan	5/11/16-17 Starr Indemnity & Liability	5/11/17-18 Starr Indemnity & Liability
- Total Benefit Maximum for all Accident Medical and Dental	\$25,000	\$25,000
- Coinsurance	100% of U&C	100% of U&C
- Benefit Period	1 Year from covered accident	1 Year from covered accident
Deductible	\$100	\$100
Number of Participants	11,495	12,236
Premium	\$3,868	\$5,313 \$4,797

Please Note:

As your insurance representative and at your direction, it is our role to procure insurance proposals on your behalf, to place coverage per your instructions and provide policy service during the policy term.

Insurance companies pay us a sales commission on policies we place with them. The amount we are paid may vary among the insurers we represent. We may receive additional compensation through a contract provision with an insurance company that is contingent on our overall profitability and/or premium volume with the carrier.

At your request, we will provide information on the actual compensation we expect to receive from the sale of insurance policy(s) to you, or what we would have expected to be paid had you selected any alternate quotations that we might have presented to you.

Date: _____

ISO 9001 Certified



An ESOP Company

This form is for illustration purposes only. Please read your policy for specific details.

Oot, Ann

From: Patti Bagozzi <pbagozzi@haylor.com>
Sent: Friday, March 24, 2017 3:49 PM
To: Oot, Ann
Cc: Jim Stoddard, Jr; Sheila Gilroy
Subject: Accident Coverage Proposal for Recreation Programs / Renewal 5/11/17-18
Attachments: 17 Student Accident Proposal.doc

Dear Ann,

We received your quote for the Accident Coverage policy which covers your Recreation Programs. The quote came in originally at \$5,313 but Sheila was able to negotiate this down to \$4,797.

Please review the proposal and call us with any questions that you may have.

Please advise if you would like us to bind coverage for you.

Thank you and I hope you have a great weekend!

Patti



Patricia Bagozzi, CRIS
Haylor Freyer & Coon, Inc.
Senior Account Manager
My office hours are 8:30am to 5:00pm, Mon thru Fri
E-Mail: pbagozzi@haylor.com
Phone: 315-453-2194
Fax: 315-362-5706

"We Deliver Quality Insurance Protection with Distinctive & Exceptional Service"

Insuring All You Value

Please be advised that coverage can not be bound or extended via e-mail. Also, the information contained in this e-mail message is legally privileged and confidential. This information is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or forwarding of this e-mail message is strictly prohibited. If you have received this e-mail message in error, please notify the sender immediately. Thank You!



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION 3
333 EAST WASHINGTON STREET
SYRACUSE, NY 13202
www.dot.ny.gov

Carl F. Ford, P.E.
Regional Director

Joan McDonald
Commissioner

March 14, 2014

Town of Manlius
301 Brooklea Drive
Fayetteville, Ny 13066

RE: PIN 375376222 PROC 13975
SH, N. Burdick St., C.R. No. 94
City/Town of Manlius
Onondaga County
Map(s) 20; 22 Parcel(s) 20; 22

Dear Sir:

The Department of Transportation is progressing the acquisition of additional right of way required for this project. We are now able to extend an offer of just compensation to you for your property as described on the attached map(s). Our offer, in the amount of **\$2,160.00 (Two Thousand One Hundred Sixty and 00/100 Dollars)**, was developed in accordance with accepted appraisal standards, by qualified personnel as defined by Uniform Standards of Professional Appraisal Practices (USPAP).

To assist you with your review of our offer, please find the following documents:

1. **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT**
2. **HOW PROPERTY IS ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION**
3. **AGREEMENTS:**

By law, there are two options to which you are entitled. You may receive your compensation either as a full settlement or as an advance payment. These agreements are explained as follows:

"Agreement of Adjustment and Release of Owner" This agreement settles the acquisition for the offer amount, plus applicable interest, and waives your right to file a claim in the NYS Court of Claims. Please note that this agreement is not included in this offer package, but is available upon request.

"Agreement for Advance Payment" This agreement allows you to receive the amount stated, plus applicable interest, and negotiate for additional compensation, if warranted and justified. This agreement provides you with the ultimate right to file a claim with the NYS Court of Claims, within a three year statute of limitations from the date we officially notify you of the vesting of the map(s).

4. **APPROPRIATION MAP**

Title to the property acquired under eminent domain will transfer to the State when we file the map in the County Clerk's Office. You will be notified of this filing by certified mail.

Please be advised that before we can make payment to you, the following steps must be completed:

- Three copies of a signed agreement must be returned to this office; the fourth copy is for your records.
- All closing documents required by the Real Property Bureau of the New York State Attorneys General Office must be completed and returned to this office. These are enclosed as follows and may be returned with the signed agreement:
 1. Claim for Payment – Purchase of Land or Property Voucher (In duplicate)
 2. Affidavit of Title
 3. Resolution
 4. Please submit copies of paid tax receipts for Tax Map Parcel 74.00-01-06.1 for the following years:

County and Town:	2013 & 2014
School:	2012/2013 & 2013/2014

I will telephone you in the near future to confirm that you have received this package as well as discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 315-448-7324 or by e-mail at sherry.stouffer@dot.ny.gov.

Very truly yours,



Sherry A. Stouffer
Real Estate Specialist 1

Enclosures

cc: Acquisitions Management Bureau, POD 41

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
REGION 3

EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

PIN: 375376222	PROC#: 13975	DECL:
SH:	PROJECT: N. Burdick St., C.R. No. 94	
COUNTY: Onondaga	TOWN/CITY: Manlius	VILLAGE:
MAP(S): 20; 22	PARCEL(S): 20; 22	
CLAIMANT(S): Town of Manlius		

EXPLANATION OF ACQUISITION

Map 20, Parcel 20 will acquire, in fee, an irregular shaped parcel containing 6,860 sf of land. Map 22, Parcel 22 will acquire, in fee, another irregular shaped parcel containing 39,941 sf of land. These parcels are being acquired in conjunction with the bridge replacement project on North Burdick Street in the Town of Manlius, Onondaga County.

Offer of Settlement

- | | |
|--|------------|
| 1. Direct Damages (Land & Land Improvements) | \$2,160.00 |
| 2. Indirect Damages | |
| 3. Cost to Cure | |
| 4. Rental Value - Temporary Easement | |

<i>Total Damages - Just Compensation</i>	\$2,160.00
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The above value has been developed in accordance with accepted appraisal standards, by qualified personnel as defined by Uniform Standards of Professional Appraisal Practices (USPAP).

We suggest you carefully look over the attached material and become familiar with our terms and the various options available to you in the acquisition process. It is our intention to contact you in the near future. If, in the meantime, you have any questions, please call our Regional Office which is identified in our letter of introduction.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PROPERTY ACQUIRED BY APPROPRIATION
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:

a. The transfer of title to the State by the filing of an appropriation map in the Office of the County Clerk in the County where the property is located; or

b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.

2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the Special Account), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.

3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:

a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or

b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or

c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the Closing Papers) within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.

4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY**AGREEMENT FOR ADVANCE PAYMENT**

PIN 375376222

PROC. 13975

✓ PAYEE FED ID#

PROJECT SH, N. Burdick St., C.R. No. 94

MAP(S) 20; 22

PARCEL(S) 20; 22

COUNTY Onondaga

TOWN/CITY Manlius

VILLAGE

THIS AGREEMENT, made this ✓ _____ day of ✓ _____, ✓ _____, between

**Town of Manlius
301 Brooklea Drive
Fayetteville, Ny 13066**hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, pursuant to the aforementioned statute, the State is appropriating or has appropriated, for the purpose of the above-identified project, certain property shown and described on the above-designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Two Thousand One Hundred Sixty and 00/100 Dollars (\$2,160.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to authorize payment and to secure to the State a full release of all claims (other than the claim of Claimant) by reason of the aforementioned appropriation, including claims by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights-of-way, if any, adjacent to or abutting on the above-mentioned property required for the purposes of said project.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private rights-of-way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.
6. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limited for the filing of such claim as provided for in the Eminent Domain Procedure Law.

7. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by the Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

8. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

9. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt or satisfaction therefor in consideration of the payment made hereunder.

10. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

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

Claimant(s):

Town of Manlius

✓BY: _____

✓ITS: _____

✓ Payee Fed ID# _____

STATE OF NEW YORK
COUNTY OF ✓ _____) ss.:

On the ✓ _____ day of ✓ _____ in the year ✓ _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ✓ _____ personally known to me or proved to me on 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.

✓ _____
(Notary Public)

APPROVED:

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____