

**Agenda
Manlius Town Board
June 26, 2019
6:30 PM**

1. Pledge Of Allegiance
2. Approval Of Minutes - June 12, 2019

Documents:

[6-12-19 FINAL DRAFT.PDF](#)

3. Approval Of Abstract #12
4. CNY Stormwater Annual Agreement - (MOU)

Documents:

[STORMWATER 2019 MOA.PDF](#)

5. MS4 Grant Opportunity CNYRBD

Documents:

[MS4 GRANT CNYRBD.PDF](#)

6. Employee Assistance Program Renewal Agreement

Documents:

[EAP RENEWAL 7_2019 - 6_2020.PDF](#)

7. Special Permit Application - Dog Grooming - 8317 Manlius Cazenovia Rd (Tax Map # 117-01-03.0)

Documents:

[SPECIAL PERMIT APP-06182019114640.PDF](#)
[LINDA JONES PLANS.PDF](#)
[AERIAL PHOTO-06182019114719.PDF](#)
[PHOTOS.PDF](#)

8. Bus Lease Agreement Between Town Of Manlius And FM School District
Agreement submitted for approval and signature from Town Supervisor.

Documents:

[2019 BUS LEASE AGREEMENT.PDF](#)

9. Correspondence/ New Business
10. Highway Superintendent
11. Planning & Development
12. Attorney

13. Town Clerk
14. Police Chief
15. Town Board
16. Supervisor
17. Adjournment

Please silence cell phones.

MINUTES
TOWN BOARD
June 12, 2019

The Town of Manlius Town Board assembled at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, with Supervisor Edmond Theobald presiding and the following Board members present:

John R. Loeffler, Councilor
Sara Bollinger, Councilor
Nicholas J. Marzola, Councilor
Vincent Giordano, Councilor
Karen Green, Councilor
Richard Rossetti, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Randy Capriotti, Director of Codes
Doug Miller, Town Engineer

Allison A. Weber, Town Clerk
Rob Cushing, Highway Superintendent
Ann Oot, Town Manager

Other persons attending: Ellen & Mike McGrew, Manlius. Benjamin Clappin, E. Syracuse

The Pledge of Allegiance

Supervisor Theobald, called the meeting to order at 6:30 pm. Highway Superintendent Cushing led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

Approval of Minutes – May22, 2019

Councilor Rossetti made a motion, seconded by Councilor Giordano, to approve the minutes of May 22, 2019 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Giordano, Councilor Green

Abstain: Councilor Loeffler

Motion Carries.

2019 Tall Grass Mowing Authorization

Director Capriotti requested permission to mow any properties that are found to violate the tall grass regulations in the town code, after proper violation notification procedures have been followed.

The Town Board requested regular reports on the properties that are found in violation and mowed by the town.

Councilor Marzola made a motion, seconded by Councilor Rossetti, to authorize the Director of Code Enforcement to proceed with the mowing of any properties that violate the tall grass regulations in the town code after the proper violation notification procedures have been followed for the 2019 mowing season.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Giordano, Councilor Green

Nays: 0

All in Favor.

Motion Carries.

Approval of Abstract # 11

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract #11 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 11 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 241,859.90
B	General Fund Town	\$ 5,302.76
DA	Highway Fund Townwide	\$ 6,874.47
DB	Highway Fund Town	\$ 149,942.29
SL1	Overhead Lighting	\$ 1,468.84
SL2	Underground Lighting	\$ 2,091.02
SL3	Entry Lighting	\$ 94.69
SL4	Garden Park Lighting	\$ 605.88
SL5	Ratnaur Bridge Lighting	\$ 2,383.52
SR1	Manlius Trash District	\$ 159.41
SR2	Manlius Res Brush District	\$ 159.41
SS1	Manlius Con Sewer District	\$ 1,386.99

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Giordano, Councilor Green

Nays: 0

All in Favor.

Motion Carries.

Recreation Summer Staff Approval

Councilor Green presented the 2018 summer roster of recreation and swim staff employees to the Town Board.

LAST	FIRST	POSITION	Rate 2019
Anastas	Joey	Lifeguard	\$ 12.20
Anastas	Loredana	WSI	\$ 14.20
Anderson	Joe	RecAttendant	\$ 11.26
Berge	Katherine	Lifeguard	\$ 12.63
Boland	Daniel	RecAttendant	\$ 12.60
Boltman	Jack	RecAttendant	\$ 11.75
Bowyer	Madison	RecAttendant	\$ 11.26
Brooks	Isaiah	RecAttendant	\$ 11.26
Byrne	Nathan	RecAttendant	\$ 11.10
Byrne	Patrick	RecAttendant	\$ 11.10
Caccamo	Hannah	RecAttendant	\$ 11.26
Carguello	Sara	LTS Director	\$ 2,040.00
Caruana	Julia	RecAttendant	\$ 11.10
Cassella	Taylor	RecLeader	\$ 2,300.00
Comer	Christian	RecAttendant	\$ 11.42
Comer	Daniel	RecAttendant	\$ 11.10
Cook	Emily	RecAttendant	\$ 11.26
Dion	Emily	WSI	\$ 14.20
Falso	Stewart	RecAttendant	\$ 11.58
Ferguson	Elaine	Rec Leader	\$ 3,379.00
Glazier	Jordan	RecAttendant	\$ 11.42
Hager	Lucy	RecAttendant	\$ 11.26
Hale	Carter	Sub Lifeguard	\$ 12.43
Hodgkins	Lauren	Lifeguard	\$ 12.20
Houser	Ryan	RecAttendant	\$ 11.26
Hrynio	Christie	RecAttendant	\$ 15.70
Leonard	Megan	WSI	\$ 14.20

Lesh	Katherine	RecAttendant	\$ 11.26
Long	Kelly	Rec Leader	\$ 2,928.00
Long	Patrick	Rec Leader	\$ 13.50
Madonna	Kyla	RecAttendant	\$ 11.10
Madsen	Palmer	RecAttendant	\$ 11.26
Madsen	Reilly	RecAttendant	\$ 11.10
McGarrity	Kate	RecAttendant	\$ 11.10
McGinley	Brigid	RecAttendant	\$ 11.26
Meagher	Claire	WSI	\$ 14.40
Middleton	Tyler	WSI	\$ 14.88
Miller	Kieran	RecAttendant	\$ 11.26
Perry	Grace	Lifeguard	\$ 12.43
Polcaro	Franchesca	RecAttendant	\$ 11.10
Pulver	Caleb	RecAttendant	\$ 11.10
Raulli	Emma	RecAttendant	\$ 11.26
Raulli	Paige	RecAttendant	\$ 11.10
Rettinger	James	RecAttendant	\$ 11.42
Rettinger	Michael	RecAttendant	\$ 11.10
Robbins	Thomas	RecAttendant	\$ 11.10
Unislawski	Amber	RecAttendant	\$ 11.10
VanValkenburgh	Jack	RecAttendant	\$ 11.10
Wendler	Abigail	RecAttendant	\$ 11.42
Wilde	Sydney	RecAttendant	\$ 11.26

Councilor Green made a motion, seconded by Councilor Giordano to approve and hire the 2019 recreation employees as submitted by Director Peggy Kenyon.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Giordano, Councilor Green

Nayes: 0

All in Favor.

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing stated that the 2019 Highway Garage Open House was a success.

B) Planning & Development – No New Business

C) Attorney

Attorney Frateschi stated that Verizon would like to have a meeting with town representatives regarding the 4G/5G small cell regulations that the town board enacted in 2019.

D) Town Clerk – No New Business

E) Police Chief – No New Business

F) Town Board

Councilor Bollinger congratulated the Village of Minoa on their successful annual field days.

Councilor Green gave an update on the deer management meeting that was held on June 4th. Councilor Green stated that the committee reviewed the results of the 2018/2019 deer management program. Councilor Green stated that the deer management plan for 2019/2020 will include additional educational programs and more data collection from residents via the town website.

Councilor Green stated that the Annual Manlius Historical Society meeting will be held on June 19th.

Councilor Green gave an update on the Critical Response Committee.

Councilor Marzola stated that the Village of Minoa will be hosting 2019 Oktoberfest and discussed police enforcement for the large crowd that may attend.

Councilor Rossetti discussed the lack of air conditioning at the Town of Manlius Police Department. Councilor Rossetti stated that town may need to provide temporary cooling devices until the air conditioning in the department is repaired.

Councilor Loeffler stated that the Planning Process Committee met and finalized the list of items that need to be reviewed in the Town Code. Councilor Loeffler stated that the list of code review items has been sent to General Code as part of the codification process. Councilor Loeffler stated that the Planning Process Committee is trying to prioritize the work and information that has been presented to the committee.

G) Supervisor

Town Clerk Weber stated that after a recent review of town records she found that the February Supervisors Report approval was not recorded in previous minutes.

Councilor Marzola made a motion, seconded by Councilor Loeffler, to accept the Supervisor's monthly report for February 2019 as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

Councilor Marzola made a motion, seconded by Councilor Loeffler, to accept the Supervisor's monthly report for April 2019 as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

Supervisor Theobald stated that the ESM DECA business group recognized the School Information Resource Officers from the Town of Manlius Police Department for all of their hard work in the ESM school District. The Town Board congratulated the Officer Damon and Officer Kammar for their awards.

Supervisor Theobald stated that the Town of Manlius received the 20 year recognition award and the annual conference in May.

There being no further business to come before the Board, upon motion duly made by Councilor Rossetti and seconded by Councilor Loeffler the Board voted unanimously to adjourn regular session at 6:55 PM.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

**MEMORANDUM OF AGREEMENT FOR THE
CENTRAL NEW YORK STORMWATER COALITION**

Amended and updated on January 1, 2013

This MEMORANDUM OF AGREEMENT was approved by owners and operators of small Municipal Separate Storm Sewer Systems (MS4s) listed on the attached signature page, hereinafter referred to as “Coalition Members” that agreed to participate in the Central New York Stormwater Coalition. This document will commence on January 1, 2013 and will continue in effect until amended or superseded by adoption of a new Agreement.

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) has designated municipal entities within the Syracuse, New York Urbanized Area as Municipal Separate Storm Sewer System (MS4) communities required to maintain coverage under the State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Small MS4s; and

WHEREAS, as a condition of obtaining and maintaining coverage under the General Permit, the owners and operators of MS4s must develop and implement a stormwater management program which addresses six minimum control measures designed to protect the quality of stormwater runoff and which must also include a reduction of any pollutants of concern as specified in the 303(d) list and/or TMDLs; and

WHEREAS, the owners and operators of MS4s in Central New York recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and because there are opportunities to reduce duplication of services, take advantage of economies of scale, better coordinate regulatory requirements and enforcement actions, secure state grants for regionally supported projects, improve water quality, and reduce flooding by working collaboratively to identify and analyze options for meeting the requirements of the General Permit and the State of New York, has indicated that collaboration in these efforts is advisable; and

WHEREAS, the MS4 owners and operators who have adopted this Agreement support the creation of a stormwater organization entitled the Central New York Stormwater Coalition (Coalition) comprised of signatories to this Agreement including designated MS4 communities in Central New York as well as the Central New York Regional Planning & Development Board (CNYRPDB); and

WHEREAS, it is the intention of the owners and operators of MS4s in Central New York that the CNYRPDB provide administrative support services necessary to advance the role of the Coalition; and

WHEREAS, it is the intended purpose of the Coalition to foster the exchange of information, identify and promote discussion of issues of mutual concern, foster cooperation, propose recommendations and make reports which identify mutually beneficial solutions, seek funding sources and/or sustainable funding mechanisms which may help to accomplish the goals of the Coalition, and provide a mechanism for coordinating the implementation of regional solutions by and on behalf of the participating MS4 communities in Central New York.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the parties hereto mutually agree as follows:

1. **PURPOSE.** To authorize the work of the Central New York Stormwater Coalition, whose scope of work shall include collectively providing for the development and delivery of the following activities and services to participating municipalities:
 - a. Submit a single MS4 annual report form documenting compliance activities jointly undertaken on behalf of the Coalition;
 - b. Identify and make available opportunities for participating municipalities to pool resources related to stormwater pollution prevention;
 - c. Develop agreements for sharing of equipment and facilities by participating municipalities;
 - d. Provide coordination of services for participating municipalities to comply with stormwater program requirements, that will avoid duplication of effort, and to save money and time;
 - e. Serve as a clearinghouse to provide information to participating municipalities concerning the MS4 program and stormwater management;
 - f. Identify issues of growing concern related to stormwater management and recommend approaches to participating municipalities that will enable them individually or jointly to investigate and address them;
 - g. Identify and pursue funding mechanisms and opportunities that will enable participating municipalities to collectively accomplish the goals of the MS4 stormwater program;
2. **MEMBERSHIP.** Coalition Members are MS4 communities (voting members) and the Central New York Regional Planning & Development Board (non-voting member), that are signatories to this Agreement, or non-MS4 communities that are signatories to this agreement and that are admitted to this Coalition at its discretion as voting members.
 - a. **Representatives.** Each voting Coalition Member shall designate a representative and an alternate to serve on the Coalition. The representatives and alternates shall be responsible to attend at least 50% of regular Coalition meetings within the calendar year, transmit information from meetings and other communications to the Member municipality, obtain opinions from the municipality concerning stormwater issues and matters subject to Coalition vote, share such opinions with the Coalition membership, and vote in accordance with municipal intent. Unless directly employed by more than one municipality, no one person may act as the representative of more than one Member municipality. Representatives shall be either Chief Elected Officials or an individual authorized to act on behalf of the Chief Elected Official.

Each voting Member of the Coalition shall have one vote at all meetings on matters properly submitted for a vote.

No voting member of the Coalition shall receive compensation from the Coalition for services performed as a Member or officer serving on the Coalition. However, Member communities may be reimbursed for expenses previously authorized by the Coalition pending availability of funds.

- b. **Majority and Supermajority Vote.** 50% of the voting membership shall constitute a quorum for action at all meetings. The Coalition shall endeavor to develop a consensus in all decision making. A majority of the quorum shall approve all actions except those for which a supermajority is required. In the absence of a quorum, voting on all actions not requiring a supermajority will be permitted by electronic mail according to criteria established and agreed to in advance of the vote. A supermajority of 66% of the Coalition membership shall be required for approval of capital budgets and annual work plans, suspension and reinstatement of membership, and termination and reinstatement of membership. For actions requiring a supermajority, voting may be permitted by facsimile, electronic mail, or teleconference according to criteria established and agreed to in advance of the vote. Under no circumstance shall any action taken by the Coalition be construed to obligate any member to undertake individual projects or activities without their consent.

3. ELECTION, TERMS, AND DUTIES OF OFFICERS AND DUTIES OF TREASURER

- a. **Officers.** The Coalition shall elect a Chairperson (Chair), a Treasurer, and a Vice Chairperson (Vice Chair). Each of these officers shall be a Chief Elected Official or their Authorized Agent from among the Member municipalities.
- b. **Elections.** Officers shall be elected by the Coalition at the first meeting of every even numbered calendar year. A list of nominations for officers shall be prepared at the meeting prior to that in which officers are elected. Only one officer may be elected from any one Coalition member. Each officer shall serve a term of two years, or until the first meeting of the even numbered calendar year. Officers may serve consecutive terms.
- c. **Duties of Chair.** The Chair shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with this agreement, represent the Coalition in its relations with elected officials and other official bodies, groups and organizations, and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.
- d. **Duties of Vice-Chair.** The Vice-Chair shall, in the event of absence or disability of the Chair, perform the duties and exercise the responsibilities of the Chair and carry out additional duties as may be assigned by the Coalition as necessary to advance the purposes of the Coalition.
- e. **Duties of Treasurer.** The Treasurer of the Coalition shall be responsible for reviewing financial reports and documentation provided by the CNYRPDB.

- f. **Duties of Financial Officer.** The Financial Officer shall be the CNYRPDB. The CNYRPDB shall have care and custody of the funds of the Coalition; sign all checks; keep full and

accurate books and records of all financial matters; prepare and provide quarterly financial reports; invoice Coalition Members for annual membership fees; and carry out additional duties as may be necessary to advance the purposes of the Coalition.

- g. **Vacancies.** In the event of a vacancy in the office of Chair, the Vice-Chair shall become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice-Chair or Treasurer shall be filled for the balance of the term by a majority vote of the Coalition as expeditiously as possible.

- 4. **MEETINGS.** Regular meetings of the Coalition shall be held at least four times per year. A schedule of meetings shall be adopted at the beginning of each calendar year and may be amended during the course of the year. Special meetings may also be called at the discretion of the Chair, or upon the request of five or more Members of the Coalition.

The time, date, and location of meetings shall be announced at least fourteen days in advance, and agendas for the meetings shall be released at least seven days in advance. The CNYRPDB shall notify Coalition Members of routine and special meetings by e-mail. Prior notification may be given to local newspapers. Meetings may be conducted by teleconference or videoconference.

Meetings shall be conducted in accordance with the requirements of the General Municipal Law of New York State, and shall be open to the public.

- 5. **EXECUTIVE COMMITTEE AND SUBCOMMITTEES.** The Coalition shall establish an Executive Committee and subcommittees as it deems appropriate to examine specific issues and report their findings to all Members.

- a. **Executive Committee.** The Executive Committee shall consist of the Coalition Chair, Vice-Chair, Treasurer, Financial Officer, one representative from a Village, one representative from a Town, and two at-large members. Representatives from the Village and Town and the two at-large members shall be elected at the first Coalition meeting of every even numbered calendar year. Members of the Executive Committee shall serve two-year terms.

The Executive Committee shall meet at least four times per year on a schedule established by the Chair. Between scheduled meetings of the Coalition, the Executive Committee shall take action on matters determined by the full Coalition, including but not limited to setting meeting agendas and identifying and examining issues of concern, and shall report back to the full Coalition. The Executive Committee shall also make recommendations to the full Coalition regarding the Work Plan, projects, fees and use of funds and shall determine the need for Coalition subcommittees. Recommendations of the Executive Committee shall be based on a majority vote of those present.

- b. **Subcommittees.** The Coalition Executive Committee will have the authority, by majority vote, to establish subcommittees assigned to examination of specific issues and

concerns at its discretion. Participation in such subcommittees shall be voluntary. Subcommittees shall report back to the Coalition on their proceedings, findings, and tasks.

6. STAFFING AND RECORDS.

- a. **Role of the CNYRPDB.** The Coalition shall be staffed by the CNYRPDB. The CNYRPDB shall:
- i. Assume the role of Financial Officer;
 - ii. Provide quarterly financial reports to the Coalition;
 - iii. Include all funds of the Coalition in the CNYRPDB annual financial audit conducted by independent auditors;
 - iv. Assist with the research and application for grant funding and assist in the development of a sustainable funding mechanism to further the Coalition's long term programs, compliance initiatives, and the attainment of common goals;
 - v. Administer, on behalf of participating municipalities, grants related to the MS4 program;
 - vi. Lead development of requests for proposals and guide the selection process;
 - vii. Execute subcontracts and provide contract administration and oversight;
 - viii. Assist with local match documentation when appropriate;
 - ix. Facilitate communication and the flow of information among all relevant entities including calling and holding meetings, preparing meeting notices and agendas, preparing meeting summaries and member updates and other written materials, assist the Coalition Chair in attending to official correspondence of the Coalition, and additional responsibilities that advance the objectives of the Coalition;
 - x. Assist in the development of annual work plans and budgets;
 - xi. Serve as liaison to the NYSDEC.

Staff may have additional roles within the defined scope of responsibilities as necessary to fulfill the purposes of the Coalition.

b. **Records.** The CNYRPDB shall keep written records of meeting attendance; maintain the records of the Coalition and serve as the Coalition's Records Management Officer; and prepare information regarding Coalition activities for MS4 annual reports. The CNYRPDB shall maintain records in a central location and respond to requests for information from any interested person or organization under standard FOIL procedures. All records of the Coalition are subject to the Freedom of Information Law (FOIL).

7. **CONTRACTS.** Through the CNYRPDB, the Coalition shall be authorized to contract for services with other agencies, entities or organizations on behalf of all or some of its Members.

8. FEES.

- a. **Base Fee.** A base membership fee shall be established and reviewed annually by the Executive Committee. The Executive Committee shall present recommendations to the full Coalition membership for a vote. The base fee shall cover operating expenses and activities required to fulfill the purposes of the Coalition, including administrative fees, education programs, and service contracts.
- b. **Additional Functions.** Aside from the functions covered by the base membership fee, the Coalition Executive Committee may recommend additional functions related to the MS4 Program and present them for approval by the Coalition Members. Members may subscribe to the additional function and receive the services provided under that function through payment of an additional fee. Such additional fees would cover all direct and indirect costs of the additional function.
- c. **Payment.** Basic fees shall be invoiced on or before January 31 of each year, and shall be due and payable within 90 days of the date of invoice.
- d. **Custody.** The CNYRPDB shall have custody of all funds of the Coalition. Coalition funds that originate from basic membership fees will be deposited in a separate account at the CNYRPDB.
- e. **Local Match.** Fees allocated to the general operations of the Coalition may not be used as cash match dollars for federal or state grants. However, documentation of membership fees may be used as match if appropriate to the grant program and allowed by the funding entity. If match beyond documentation of membership fees is necessary, the match will be subject to Executive Committee approval. Coalition Members participating in the grant application will be required to provide municipal approval of the additional cost for the supplemental service that the grant will provide in advance of submitting the grant application.

9. BUDGET AND WORK PLAN

- a. **Approval of Budget and Work Plan.** In June of each year, the Coalition shall present its budget and projected expenses for the upcoming year. The CNYRPDB shall develop the work plan and budget based upon Executive Committee recommendations. The work plan and budget shall be subject to approval by a supermajority of the Coalition membership.
- b. **Content and Scope of Budget.** The fiscal year of the Coalition shall be January to December. The proposed budget will show the projected cost of all Coalition activities for basic functions for the upcoming fiscal year, the projected amounts of grants that will be received as well as other non-local income and the amount of income that will need to be contributed by Members. The proposed Budget will separately show the cost of functions beyond the basic activities that will be paid for by separate contract fees.

- c. **Notification of Members.** When the proposed budget is approved, the CNYRPDB will calculate the basic membership fees owed by each Member and will send a letter containing this information to the Chief Elected Official of each Member on or before July 31. The governing body of each Member will notify the Coalition by October 31 as to whether it intends to continue its membership for the upcoming fiscal year.

10. **NON-VOTING PARTICIPANTS.** Other agencies, organizations, and municipal engineering consultants may participate in the discussions and proceedings of the Coalition at the discretion of its Members. However, the aforementioned participants shall not be entitled to vote on behalf of a Coalition member unless he or she has been formally designated as a municipal representative or an alternate.

11. **TERM OF AGREEMENT.** This Agreement will commence on January 1, 2013 and will continue in effect until amended or superseded by adoption of a new Agreement. Any Member may withdraw from this Agreement upon sixty days written notice to the Chairperson of the Coalition.

12. **AGREEMENT TERMS AND CONDITIONS.**

- a. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement. Each Member shall be solely responsible and liable for its own activities under this Agreement, including but not limited to obtaining and maintaining coverage under the current permit, and for the preparation and implementation of its own Stormwater Management Program in accordance with the current permit.
- b. This Agreement may be amended upon a supermajority vote of the Coalition. Amendments shall be prepared by the Executive Committee or a Subcommittee charged with this task. The wording of any proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting in which it is introduced and voted upon no sooner than the next regular meeting.
- c. Each Member shall indemnify and hold harmless the other Members, their officers, agents and assigns, and CNYRPDB from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.
- d. This Agreement is established pursuant to Article 5-G of the General Municipal Law of the State of New York, and shall be governed by and construed in accordance with the laws of the State of New York.

13. SUSPENSION AND TERMINATION OF MEMBERSHIP.

- a. Attendance by any Member at less than 50% of meetings within a calendar year may, upon a majority vote of the Coalition, result in suspension of membership and loss of voting privileges. Upon suspension for non-attendance, the Member may appeal the suspension and request to be reinstated. Reinstatement of membership and voting privileges following suspension for insufficient attendance shall require a majority vote by the Coalition.
- b. Membership and voting privileges may be suspended by majority vote of the Coalition for non-payment of fees within 90 days of the date of invoice. Membership and voting privileges will be reinstated upon receipt of an appeal of the suspension and payment in full of the fees due.
- c. If a Member whose membership has been suspended has not submitted an appeal within 90 days of the suspension, their membership shall be considered terminated for all recordkeeping and administrative purposes. A municipality may terminate its membership upon adoption of a resolution by the legislative body of that municipality. All rights to request reimbursement of any remaining portion of the membership dues are forfeited upon membership withdrawal or termination of the membership.

14. **SEVERABILITY.** If any provision, paragraph, sentence, or clause of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision, paragraph, sentence or clause had not been contained herein.

15. **EXECUTION.** In consideration of the foregoing, the governing bodies of each of the following have duly authorized the execution of this Agreement by the signatures below.

Village of Baldwinsville

Date

Town of Camillus

Date

Village of Camillus

Date

Village of Central Square

Date

Town of Cicero

Date

Town of Clay

Date

Town of DeWitt

Date

Village of East Syracuse

Date

Village of Fayetteville

Date

Town of Geddes

Date

Town of Hastings

Date

Town of LaFayette

Date

Village of Liverpool

Date

Town of Lysander

Date

Town of Manlius

Date

Village of Manlius

Date

Town of Marcellus

Date

Village of Marcellus

Date

Village of Minoa

Date

Village of North Syracuse

Date

County of Onondaga

Date

Town of Onondaga

Date

Village of Phoenix

Date

Town of Pompey

Date

Town of Salina

Date

Village of Solvay

Date

Town of Sullivan

Date

City of Syracuse

Date

Town of Van Buren

Date

NYS Fairgrounds

Date

CNYRPDB (non-voting)

Date

Onondaga Co SWCD (non-voting)

Date

Oswego Co SWCD (non-voting)

Date

Madison Co. Planning
Department (non-voting)

Date

July 26, 2019

Attention: Water Quality Improvement Projects
NYS DEC Division of Water
625 Broadway, 4th Floor Albany, New
York 12233-3507

RE: Letter of Intent - Water Quality Improvement Project Grant
Application- Final Syracuse Urbanized Area
MS4 Mapping Project

Dear NYSDEC WQIP Grants Administrator:

The Town of Manlius wishes to express intent to participate in the proposed project, "Final Syracuse Urbanized Area MS4 Mapping Project." It is our understanding that funding for this project is being requested from the NYS Department of Environmental Conservation Water Quality Improvement Project (WQIP) Grants Program through the Consolidated Funding Application process.

The Town of Manlius is a member of the CNY Stormwater Coalition, which was formally established in 2011 under the direction of the CNY Regional Planning & Development Board (CNY RPDB). Since 2002, the Town of Manlius has actively partnered with the CNYRPDB, Onondaga County, and other traditional MS4 communities in the Syracuse Urban Area to achieve coordinated compliance with the requirements of the NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems.

Should the proposed project be selected for funding, the Town of Manlius intends to provide its share of the outputs in the contract work plan, as well as its share of the 25% local match requirement in the form of regular annual fees paid directly to CNY RPDB for CNY Stormwater Coalition services and staff support needed to advance completion of this project

Sincerely,

Edmond J. Theobald
Town of Manlius Supervisor

To: (rdemo@villageofphoenix-ny.gov); sandraschepp@ongov.net; Sandy Taylor (clerk@marcellusny.com); snorcross@villageofcamillus-ny.gov; townclerk@townoflysander.org; Tracy Cosilmon - Cicero (T) (clerk@ciceronewyork.net); villageclerk@villageofliverpool.org
Subject: MS4 Grant Opportunity/Applicaition
Attachments: MS4 Letter of Intent.docx
Importance: High

Good Afternoon,

As you may be aware, CNY RPDB, under the sponsorship of the Town of DeWitt, is preparing to submit a WQIP grant proposal for funds to expand our digital mapping effort with a focus on filling data gaps and identifying outfalls. The grant is due on July 26, and I am hoping that all of the MS4 members of the CNY Stormwater Coalition will participate in this project.

Although I'm still working on the detailed program description, in general I am requesting \$500K to:

- Fill in mapping/data collection gaps and collect missing data needed to expand flow directions and other digital elements that DEC is requiring for this funding
- Review existing outfall data for accuracy and confirmation needs
- Identify MS4 outfall locations using expanded system mapping, existing municipal paper maps, design plans and consultations with MS4 staff/consultants
- Update Data Dictionary as needed to accommodate expanded data collection needs
- Conduct field work to collect coordinates, system feature data including outfall data as needed to prioritize outfalls and conduct a comprehensive outfall inspection program

The match requirement for this grant is \$125,000 and will be derived from Coalition membership fees paid to CNY RPDB for staff support for the CNY Stormwater Coalition. There will be no additional fees beyond the normal, annual Coalition membership fee to participate in this project. WQIP contracts have a 5-year timeframe for completion, but I anticipate needing 3 – 5 years.

As with past grant applications, your MS4 must provide a letter of support to participate in the grant. I have attached a draft template that you can modify and return on municipal letterhead with your mayor or supervisor's signature. **Letters of intent must be returned to me no later than July 19th.** This is an electronic submittal so scanned support letters are fine.

There is also a separate form that DEC is requiring every participating MS4 to complete. The "Mapping Status Worksheet for MS4s" form documents the extent of existing stormwater mapping completed by each MS4. I have reached out to DEC for clarification on how this form should be completed and I am still awaiting a response. For that reason, I am not sending the form now as to avoid having to ask you to re-do it later, but PLEASE keep an eye out for it so that it can be completed when it arrives and retuned in time to be included as part of the application.

I realize the timeframe for this grant application is tight and I appreciate your efforts to make it a success by returning the required documentation ASAP.

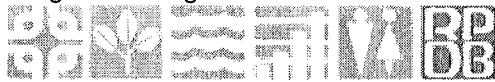
Please let me know if you have any questions or concerns about this developing grant application.

Thank you.

Kathy

KATHLEEN BERTUCH

Program Manager



Central New York Regional Planning & Development Board

126 N. Salina St., Suite 200

Syracuse, NY 13202

315-422-8276 Ext. 1208



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

RECEIVED

JUN 17 2019

TOWN OF MANLIUS

Hello Ann,

All of us at ESI are excited to start a new year serving you and all Town of Manlius employees.

During the last year, we have continued to focus on enriching the benefits we bring to your organization.

Our Peak Performance Employee Development Benefits have been expanded to include additional coaching programs. We are particularly pleased with how many employees are taking advantage of the personal finance coaching. We've added hundreds of new benefits to bring our Self-Help Resources to over 25,000. In addition, we have upgraded all of our compliance trainings.

We pledge to make every effort to deliver the best possible service to you and your employees.

To help complete the renewal process, we've enclosed a renewal tool kit. You'll find:

- Your renewal contract (please sign and return the **Fees and Payment** page – we have enclosed a return envelope for your convenience)
- Your renewal invoice

If you need additional employee communication materials, you can email Traci Wilcox: TraciWilcox@theEAP.com or give her a call at 800.535.4841 Ext. 100.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ginny VanWagner".

Ginny VanWagner

Senior Vice President and Chief Client Service Officer
800.535.4841 Ext. 720 | ginnyvanwagner@theEAP.com



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Manlius, NY** ("Client") and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **7/1/19-6/30/20**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**
The ESI Engagement Program is an **optional benefit** designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.
- **Wellness Coaching: No**
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

VII. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

VIII. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IX. Fees and Payment

- A. The annual fee for the employee assistance program is **\$32.22** per employee.
- B. The total number of employees covered under this Agreement is **99**.
- C. Employer agrees to pay ESI the sum of **\$3,189.78** for **7/1/19-6/30/20**.
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Semi-Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **2** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES, INC.

Town of Manlius, NY

Diane Dunbar, President & Chief Operating Officer

Authorized Signature

6/12/2019

Date

Date

**TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)**

DATE: JUNE 17 2019

Tax Map # 117-01-03.0

I LINDA JONES as applicant relative to property located at 8317 MANLIUS CAZEMOVA RD, MANLIUS, NY 13104 hereby request/apply for issuance/renewal (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.

Applicant's Signature

A 1. Owner(s) of property: LINDA JONES

A 2. Status (Owner, Lessee) of each applicant: OWNER

A 3. Present Zoning of Property: R-A

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): SINGLE FAMILY DWELLING, 2 BEDROOMS, 1 BATH, 1383 SF LIVING SPACE, 720 SF 2 CAR GARAGE, PORCH, DECK

A5 Describe property condition at present: 4.31 ACRES, 257 FT FRONTAGE, DRIVEWAY, SEPTIC, WELL, FENCED-IN BACK YARD, HEAVY VEGETATION AT FRONT YARD & EAST SIDE YARD

B 1. Proposed use of property: CONSTRUCT 30'x40' BUILDING FOR 460 SF SMALL DOG GROOMING, 5 to 6 DOGS PER DAY - 740 SF RETAIN SINGLE FAMILY DWELLING / PERSONAL DOG TRAINING

B 2. Anticipated number of employees, guests, customers on property:
- NO ADDITIONAL EMPLOYEES BEYOND OWNER
5 TO 6 CUSTOMERS PER DAY - DROPOFF & PICKUP

B 3. Hours of Proposed Operation: TUESDAY - FRIDAY 8:00 AM TO 5:00 PM

B 4. Anticipated Automobile Parking: 2 SPACES FOR CUSTOMER DROP-OFF & PICK UP. EXISTING 2 CAR GARAGE FOR DWELLING PARKING REMAINS - (ADDITIONAL GUEST PARKING IN FRONT OF GARAGE)

B 5. Parking Area Buffer/Screening: EXISTING VEGETATION @ ROAD AND SIDE YARDS

B 6. Anticipated Vehicle Traffic Volume/Flow: 5 to 6 CARS PER DAY DROP OFF AND PICK UP - STAY 10 MINUTES EACH

B 7. Proposed Site Lighting: DARK SKY COMPLIANT FLOOD LIGHTS ON MOTION DETECTORS AT NEW BUILDING & FRONT OF EXIST. HOUSE

B 8. Anticipated noise sources, known decibel levels: NO NOISE GENERATED ABOVE AMBIENT LEVELS - DOGS KEPT CRATED INSIDE, GROOMED INSIDE, WALKED ON LEASH

B 9. Landscape:

a) Existing landscaping: MATURE VEGETATION AT ROAD & EAST PROPERTY LIKE W/ MATURE TREES AROUND HOUSE.

b) Proposed landscaping: NO ADDITIONAL SCREENING REQUIRED

B 10. Proposed Signage: 4 SF SIGN ON BUILDING FACE. NO SIGN AT ROAD

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): WATER & SEPTIC PRIVATE. ANTICIPATE 6 to 8 GALLONS PER DOG x 5 to 6 DOGS = < 50 gallons PER DAY.

B 12. Specific Requirements:

Town Code (District) Requirement; Proposal:

Parking Spaces	<u>2 DWLG 2 BUSINESS</u>	<u>4</u>
Lot Coverage	<u>NA</u>	
Front Yard Setback	<u>40'</u>	<u>40'</u>
Side Yard Setback	<u>20'</u>	<u>54.2' / 142'</u>
Rear Yard Setback	<u>40'</u>	<u>64'</u>
Maximum Height of Building	<u>17'</u>	<u>17.0'</u>

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT “G”

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the “Town”) for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of DOG GROOMING: (the “Application”),
LINDA JONES [name], 8317 MANLIUS-CAZENOVIA
RD, MANLIUS, NY 13104 [legal address] (“Applicant”) relative to
proposed development at 8317 MANLIUS CAZENOVIA RD [project address], Tax Parcel #
117-01-03.0, Manlius, New York, and related matters (the “Project”) agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town’s engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of JUNE, 2019. The Applicant shall deposit an initial sum of \$, and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the “Deposit”). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town’s commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

If any part of this Agreement or the application thereof to any person or entity or circumstance is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, entities or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision or part thereof, the court shall attempt to modify same to a provision or part which is not illegal, invalid or unconstitutional and which best achieves the intent of such illegal, invalid or unconstitutional provision or part thereof.

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 20____, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: June 17, 2010 LINDA JONES

Print Applicant Name

Applicant's Authorized Signature/Title

Applicant Address: 8317 MANLIUS-CAZANOVA RD
MANLIUS, NY 13104

Print Applicant (Principal) Name

Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: LINDA JONES - DOG GROOMING			
Project Location (describe, and attach a location map): EAST OF BRINAN FIELDS RD 8317 MANLIUS CAZENOVIA RD, NORTHSIDE OF ROAD			
Brief Description of Proposed Action: CONSTRUCT 30'x40' BUILDING FOR DOG GROOMING BUSINESS ON EXISTING SINGLE FAMILY DWELLING PROPERTY - 460 SF DOG GROOMING, 740 SF PERSONAL DOG TRAINING			
Name of Applicant or Sponsor: LINDA JONES		Telephone: 315-569-9744 E-Mail:	
Address: 8317 MANLIUS CAZENOVIA RD			
City/PO: MANLIUS		State: NY	Zip Code: 13104
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO ☐	YES ☒
BUILDING PERMIT - TOWN of MANLIUS			
3. a. Total acreage of the site of the proposed action?		4.3 acres	
b. Total acreage to be physically disturbed?		20.1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		4.3 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
☐ Urban ☒ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: <u>ON SITE WELL - EXISTING</u>	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: <u>ON SITE SEPTIC SYSTEM EXISTING</u>	☒	☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the proposed action located in an archeological sensitive area?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☒ Shoreline ☐ Forest ☐ Agricultural/grasslands ☒ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	☒	☐	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	☒	☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES	
If Yes,	☒	☐	
a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☒	☐	
If Yes, briefly describe: ☐ NO ☐ YES			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>LINDA JONES</u> Date: <u>JUNE 17, 2019</u> Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☐	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☐	☐
3. Will the proposed action impair the character or quality of the existing community?	☐	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☐	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☐	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☐	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☐	☐
b. public / private wastewater treatment utilities?	☐	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☐	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☐	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐† Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

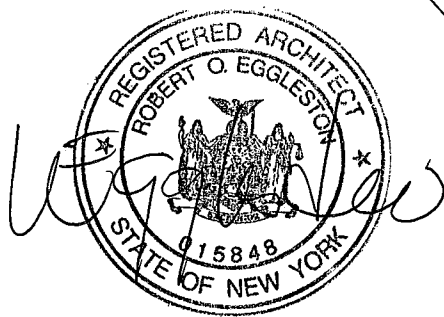
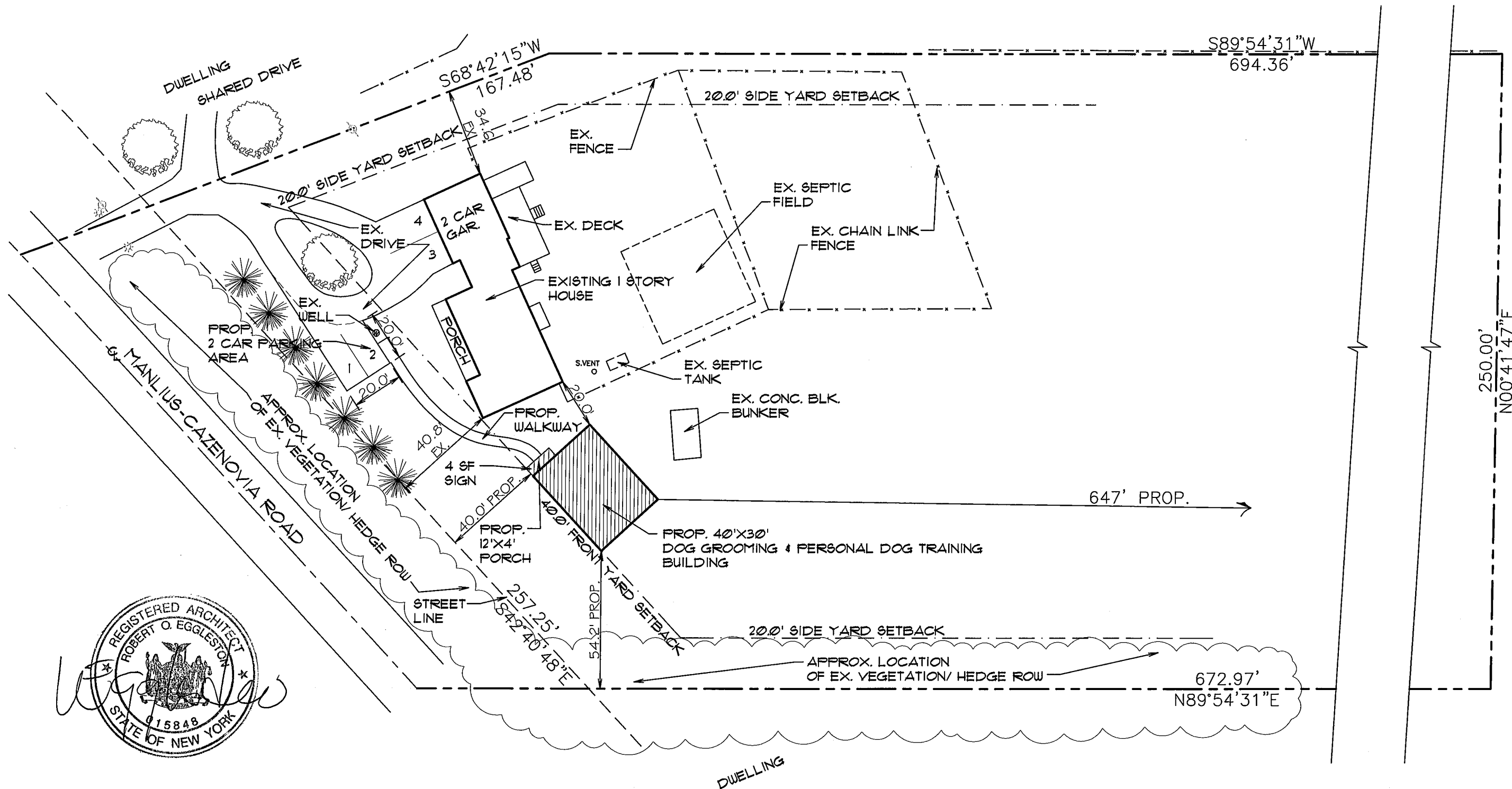
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

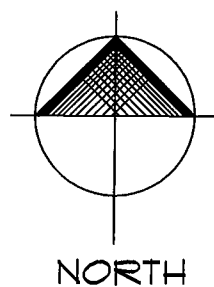
Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)



SITE PLAN

1" = 40' - 0"



NORTH

SITE INFORMATION IS OBTAINED FROM SURVEY
 DONE BY COTTRELL LAND SURVEYING, L.S. DATED 2/19/2019
 ADDITIONAL INFORMATION BY ROBERT O. EGGLESTON

PROPOSED BUILDING	
BUSINESS -	460 SF
PERSONAL -	140 SF
TOTAL -	1,200 SF

LOT AREA		190,960 SF
LOT COVERAGE		
	EXIST.	PROPOSED
HOUSE / PORCH	2,626 SF	2,626 SF
DECK	529 SF	529 SF
BUNKER	205 SF	205 SF
DRIVEWAY	2,591 SF	3,142 SF
SIDEWALKS	----	326 SF
DOG BLDG	-----	1,248 SF
TOTAL	5,951 SF	8,076 SF

3.1% 4.2%

SITE PLAN:

LINDA JONES
 8317 MANLIUS-CAZENOVIA ROAD
 TN OF MANLIUS, NY

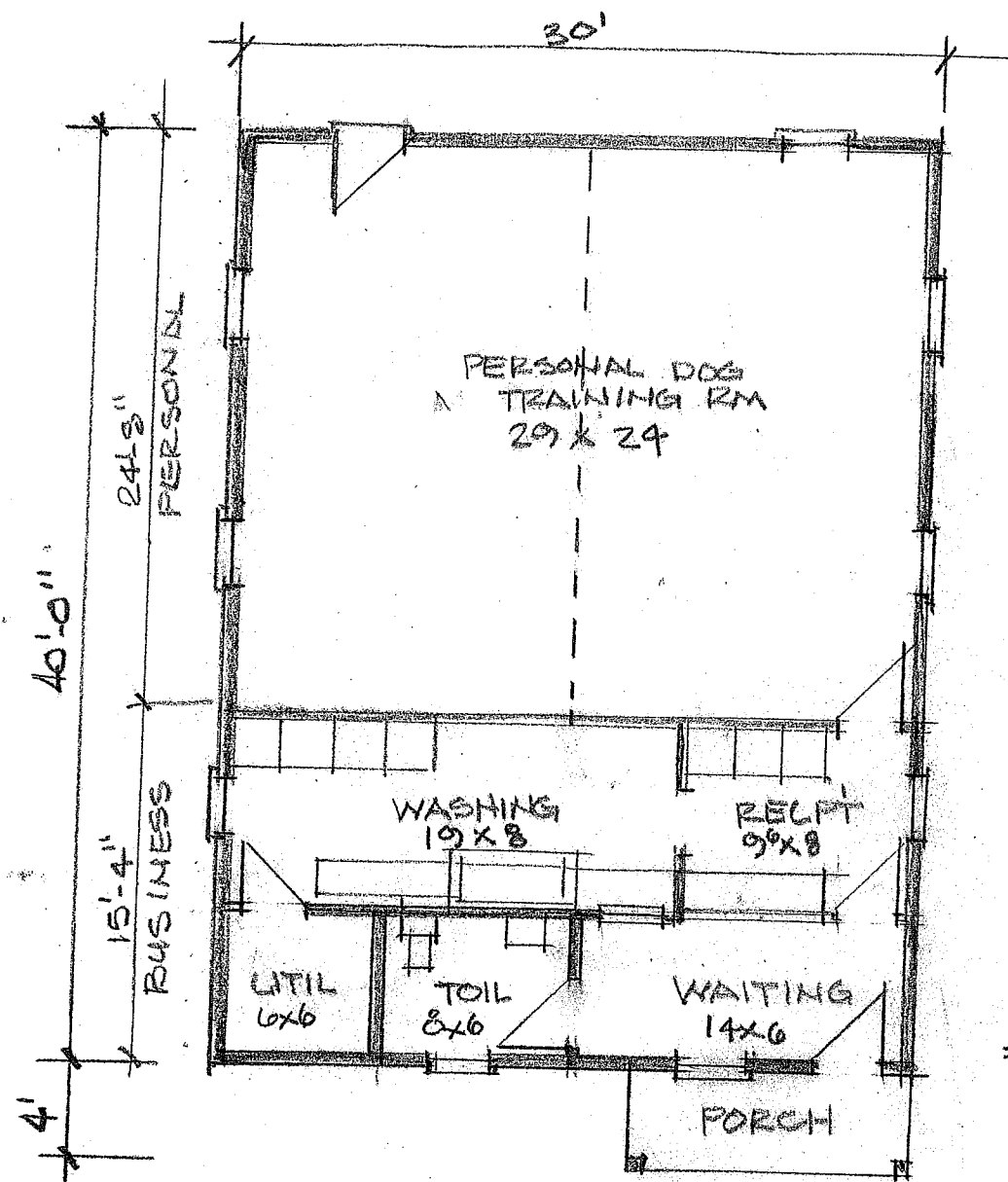
a r c h i t e c t

ROBERT O. EGGLESTON
 1391 EAST GENESEE STREET
 SKANEATELES, NY 13152
 (315) 685-8144

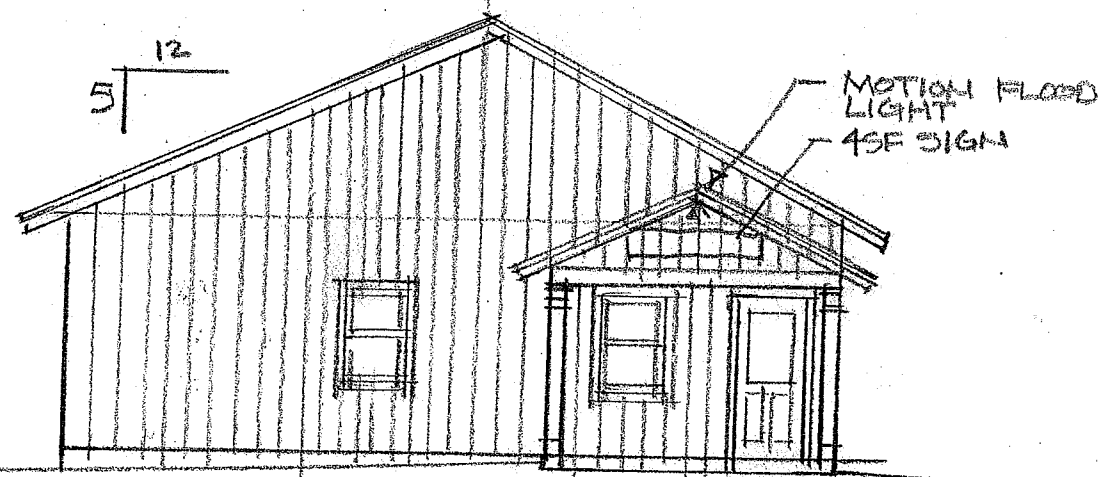
PROJ: 19018

DATE:

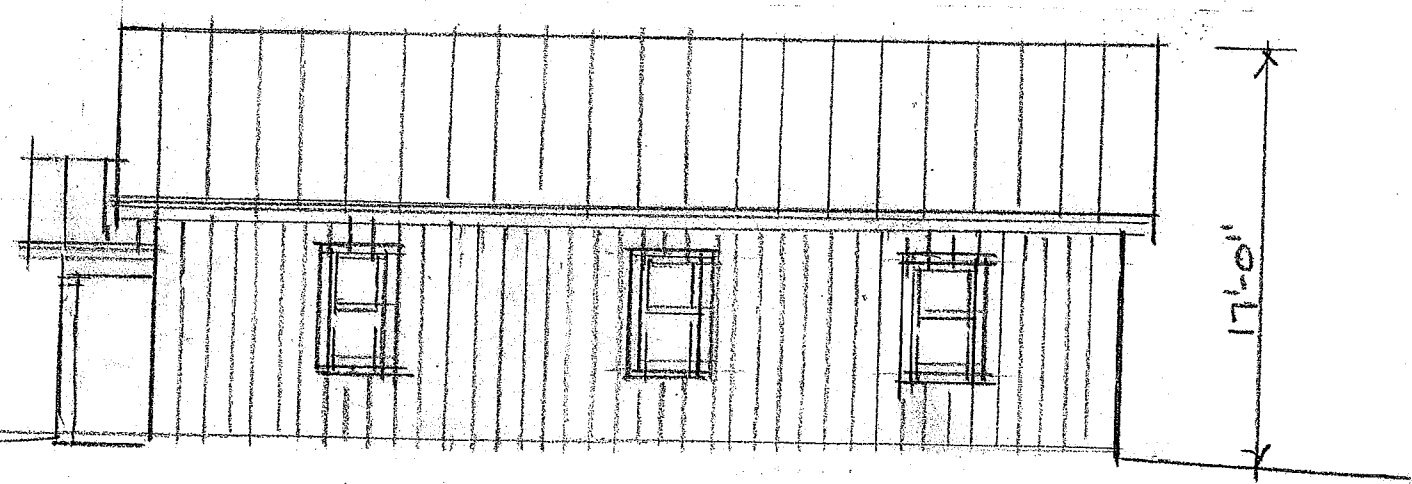
14 JUNE 2019



FLOOR PLAN
 $\frac{1}{8}'' = 1'-0''$ 1200 SF



WEST ELEVATION
 $\frac{1}{8}'' = 1'-0''$



SOUTH ELEVATION
 $\frac{1}{8}'' = 1'-0''$

DOG GROOMING FACILITY:

LINDA JONES
 8317 MANLIUS-CAZENOVIA ROAD
 TN OF MANLIUS, NY

a r c h i t e c t

ROBERT O. EGGLESTON
 1391 EAST GENESEE STREET
 SKANEATELES, NY 13152
 (315) 685-8144

PROJ: 19018

DATE:

14 JUNE 2019

Linda Jones 8371 Manlius-Cazenovia Road





JONES – 8317 MANLIUS CAZENOVIA ROAD



TOWN OF MANLIUS BUS LEASE – SUMMER PROGRAM AGREEMENT

This agreement between the Fayetteville-Manlius Central School District hereinafter called the "District" and the Town of Manlius Recreation Department, hereafter called "Town", is made pursuant to Section 1502 of the Educational Law.

1. The "District" agrees to lease to the "Town" one (1) sixty (60) passenger school buses for the period of July 1 – August 19, 2019, and an additional bus for August 5 and 6, 2019.
2. "District" bus drivers will receive first consideration by the "Town" for summer driving employment.
3. The "District" Transportation Supervisor's approval of the driver's qualifications will be required.
4. The "Town" will pay any and all expenses incurred in operation of the bus including fuel, driver salaries, etc.
5. The "Town" will pay the district a fee of \$200.00 for use the bus under the terms of this agreement.
6. The "Town" furnish to the "District" Certificate of Insurance in such form as the "District" may require. Such insurance coverage will be in the same limits that the "District" coverage included.
7. The "Town" will be fully responsible for all physical damage to the bus.
8. The "Town" agrees to define, indemnify and hold the "District" harmless, from and against any and all claims, losses, liabilities or expense, including attorney fees and costs arising out of or resulting from the use by the "Town" of the buses leased hereunder.

Dated: _____

6/11/19


Clerk, Board of Education

Dated: _____

Town of Manlius Supervisor