

Agenda
Manlius Town Board
August 28, 2019
6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes - August 14, 2019

Documents:

[8-14-19 DRAFT.PDF](#)

3. Approval Of Abstract # 16
4. FM School Information Resource Officer (SIRO) Contracts - 2019-2020

Documents:

[FM SIRO CONTRACT - FILIP.PDF](#)
[FM SIRO CONTRACT - GOLDEN.PDF](#)
[FM SIRO CONTRACT - LESPERANCE.PDF](#)

5. Correspondence/ New Business
6. Highway Superintendent

- 6.I. Auctions International

Documents:

[AUCTIONS INTERNATIONAL - HIGHWAY.PDF](#)

7. Planning & Development
8. Attorney
9. Town Clerk

- 9.I. Fireworks Permit - Traditions At The Links - September 20, 2019

Documents:

[TRADITIONS - 9-20-19.PDF](#)

- 9.I.i. Liquor License Waiver - Kowal Creative

Documents:

[KOWAL CREATIVE - 30 DAY WAIVER.PDF](#)

10. Police Chief

11. Town Board
12. Supervisor
13. Adjournment

Please silence cell phones.

MINUTES
TOWN BOARD
August 14, 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
Karen Green, Councilor
Richard Rossetti, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Mike Crowell, Police Chief
Doug Miller, Town Engineer
Randy Capriotti, Director of Codes

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

Other persons attending: Ellen & Mike McGrew, Manlius. Barbara Rivette, Town Historian. David Marnell, Fayetteville. Chris Bollinger, Fayetteville. Kathy Giordano, Manlius.

The Pledge of Allegiance

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

Proclamation for Town Councilor Vincent Giordano

Supervisor Theobald read aloud a proclamation honoring former Town Councilor Vincent Giordano. Supervisor Theobald and the Town Board thanked Mr. Giordano for his many years of service to the Town of Manlius on the Town Board, the Zoning Board of Appeals and other community organizations. Many Town Councilors expressed gratitude for Mr. Giordano's contributions to the Town Board meetings and stated that Mr. Giordano will be missed.

Town Historian Barbara Rivette thanked Mr. Giordano for visiting the local schools with her to discuss local history.

Mr. Giordano resigned from his position as Town Councilor effective August 2, 2019.

Approval of Minutes – July 24, 2019

Town Supervisor noted for the record that due to a lack of a quorum, the minutes of July 10, 2019 can never be formally approved after the resignation of Councilor Giordano. Attorney Frateschi stated that there is no legal requirements that the minutes be approved by the Town Board.

Councilor Bollinger made a motion, seconded by Councilor Rossetti, to approve the minutes of July 24, 2019 as submitted by Town Clerk Weber.

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

Abstain: Councilor Marzola

Motion Carries.

Approval of Abstract # 15

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 15 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 15 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 295,456.22
B	General Fund Town	\$ 9,239.69
CM1	Police Trust	\$ 4,155.58
DA	Highway Fund Townwide	\$ 14,775.16
DB	Highway Fund Town	\$ 84,485.22
SL1	Overhead Lighting	\$ 1,473.23
SL2	Underground Lighting	\$ 2,080.50
SL3	Entry Lighting	\$ 94.86
SL4	Garden Park Lighting	\$ 606.37
SL5	Ratnaur Bridge Lighting	\$ 2,373.50
SR1	Manlius Trash District	\$ 168.44
SR2	Manlius Res Brush District	\$ 168.44
SS1	Manlius Con Sewer District	\$ 13,005.86
TA2	Trust & Agency - Other	\$ 280.00

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

Nays: 0

All in Favor.

Motion Carries.

Town Historian Report – Barbara Rivette

Town Historian Barbara Rivette made the annual presentation to the Town Board on her many activities throughout the community. Town Historian Rivette presented the Town Board with an old copy of the newspaper “The Kirkville Star”.

East Syracuse Minoa School District – School Information Resource Officer Agreements

Discussion ensued amongst the Town Board member regarding clarification of language in the contract that discusses operations. Attorney Frateschi stated that the language in the contract was changed from last year to meet state requirements.

Councilor Marzola made a motion, seconded by Councilor Green to authorize the Town of Manlius Police Chief to sign the 2019-2020 agreement between the Town of Manlius Police Department and the East Syracuse-Minoa Central School District for School Information Resource Officer (SIRO) Rebecca Kammar.

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Marzola, to approve the 2019 Hope for Heather Teal Ribbon Run and authorize the Supervisor to sign the agreement.

Nayes: 0 All in Favor. Motion Carries.

Medicare Part D Agreement – BPAS Healthcare Consulting Services

Town Manager Oot presented the annual Medicare Part D Service Agreement between BPAS Healthcare consulting services and the Town of Manlius. The agreement provides the annual actuarial attestation for the retiree drug subsidy program. For participation in the drug subsidy program the Town receives an annual subsidy payment for those retirees who are enrolled in the Medicare drug program.

Town Manager Oot discussed the annual subsidy payment which is approximately \$20,000.

Councilor Marzola made a motion, seconded by Councilor Rossetti, to approve Medicare Part D Agreement as presented by Town Manager Oot.

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

Nays: 0 All in Favor. Motion Carries.

Appointment of Custodial/Maintenance Worker

Supervisor Theobald stated that Chris Pecht has been performing building maintenance services at town hall and has done an excellent job. Supervisor Theobald requested that the Town Board approve the appointment of Christ Pecht to a part-time building maintenance position at a rate of \$19.00 per hour.

Councilor Rossetti made a motion, seconded by Councilor Green, to approve the hiring of Chris Pecht for the position of building maintenance at \$19 an hour for less than 20 hours a week effective immediately.

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

Nays: 0 All in Favor. Motion Carries.

Town Manager Oot presented a custodial services agreement and minimum specifications from GDI Integrated Facility Services for cleaning services at town hall. Town Manager Oot stated that GDI is on the Cleaning Services Buyer List from Onondaga County. Town Manager Oot stated that Attorney Frateschi has reviewed the agreement and specifications.

Councilor Marzola made a motion, seconded by Councilor Rossetti, to authorize the supervisor to sign an agreement with GDI Integrated Facility Services for custodial services at Town Hall for a three day a week service at a monthly rate of \$1,100.

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

Discussion: Councilor Rossetti asked for clarification on the language in the contract that references holidays. Town Manager Oot stated that the holidays referenced in the contract include Town holidays.

Nayes: 0

All in Favor.

Motion Carries.

Correspondence/New Business

A) Highway Superintendent

Surplus Equipment – Auction

Highway Superintendent Cushing presented a list of surplus items to be sent to auction.

Councilor Marzola made a motion, seconded by Councilor Rossetti, to declare the following items surplus and send the surplus items to auction:

	<u>Source</u>	<u>Description</u>	<u>VIN</u>	<u>Title</u>	<u>Keys</u>
1	Police Dept	2012 Chev Imp, 4 DSD	2G1WD5E35C1290526	Signed	x
2	Police Dept	2007 Chev Tahoe	1GNFK03017R404695	Signed	x
3	Police Dept	2008 Ford F35 Ambu	1FDWF36R58EC15030	Signed	x
4	Police Dept	2011 Ford Crown Vic	2FABP7BV3BX155738	Signed	x
5	Police Dept	2010 Ford Crown Vic	2FABP7BV0AX138037	Signed	x
6	Police Dept	2008 Ford Crown Vic	2FAHP71V38X162595	Signed	x
7	Police Dept	2009 Chev Impala	2G1WS57M791303040	Signed	x
8	Police Dept	2008 Chev Tahoe	1GNFK03038R234373	Signed	x
9	Police Dept	2009 Chev Impala	2G1WS57M291304063	Signed	x
10	Police Dept	2010 Chev Impala	2G1WD5E1A1242060	Signed	x
11	Police Dept	2009 Ford Crown Vic	2FAHP71V89X140464	Signed	x
12	Hwy Dept	2008 Ford F350, Trk 9-08	1FTWF31R08EE12439	Signed	x

Small Items

		Stihl Pro Pole Saw
1	Hwy	HT75
2	Hwy	Pionjar 120 by Beremia, 3 attachments
3	Hwy	Saylor-Beall Air Compressor Model 705
4	Hwy	Stake Rack 9 Foot Rugby Body
5	Hwy	(57) Orange Traffic Barrels
6	Hwy	(3) 400 Watt Metal Halide M59 Lamps
7	Hwy	Holdit Sand Blaster
8	Hwy	General 232 Hole Digger w/Auger Husqvarna 51
9	Hwy	Chainsaw
10	Hwy	Stihl 009 Chainsaw

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|----|-----|-------------------------------|
| 11 | Hwy | Husqvarna 23 Compact Chainsaw |
| 12 | Hwy | Stihl 028AV Super Chainsaw |
| 13 | Hwy | Milwaukee Battery Powered? |
| 14 | Hwy | (2) Sawzall w/2 blades |
| 15 | Hwy | (2) Worklights, handheld |
| 16 | Hwy | (1) 6" Circular Saw |
| 17 | Hwy | (1) 2-Speed Drill |
| 18 | Hwy | (1) 18 Volt Battery |
| 19 | Hwy | (2) Red Carry Bags |

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

Nays: 0

All in Favor.

Motion Carries.

Highway Superintendent Cushing stated that the Town Board recently received a letter from a resident expressing concerns about the intersection of NYS Route 173 and Palmer Road. Highway Superintendent Cushing stated that the New York State Department of Transportation (NYSDOT) has jurisdiction over that intersection and has completed a study on the traffic conditions. The NYSDOT did find that improvements are warranted at that intersection to enhance safety which include additional signage and the installation of a flashing signal.

B) Planning & Development

Director Capriotti reported the following:

- The Town has continued to mow the tall grass located at 8583 Green Lakes Road and 6676 School Road.
- The unsafe building on Wilson Drive has been torn down and the pool will be pumped out.
- The Planning & Development staff will be taking additional training on the software used for Planning & Development.
- The Planning & Development staff will now be using the fire inspection reporting system that is included in the current software.

C) Attorney – No New Business

D) Town Clerk

Town Clerk Weber presented a firework permit application submitted by the Traditions at the Links for a display to be held on August 20, 2019. Town Clerk Weber stated the application has been reviewed and approved by the Office of Planning and Development.

Councilor Green made a motion, seconded by Councilor Loeffler to authorize the Town Clerk to issue a firework permit to Traditions at the Links for a firework display on August 21, 2019 as has been approved by the Office of Planning and Development.

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

Nays: 0 All in Favor. Motion Carries.

Town Clerk Weber presented a firework permit application submitted by the Village of Fayetteville for a display to be held on September 21, 2019. Town Clerk Weber stated the application has been reviewed and approved by the Office of Planning and Development.

Councilor Bollinger made a motion, seconded by Councilor Marzola to authorize the Town Clerk to issue a firework permit to Village of Fayetteville for a firework display on September 21, 2019 as has been approved by the Office of Planning and Development.

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

Discussion: The Town Board discussed the time when the fireworks would be set off. The fireworks permit

Nays: 0 All in Favor. Motion Carries.

E) Police Chief

Chief Crowell reported the following:

- Calls for service remain steady this month.
- Crisis intervention training is ongoing, and the department has almost met in commitment to the One Mind Pledge that was taken last year.
- An Officer in the department has announced retirement. Chief Crowell requested a motion to offer conditional employment to a former police officer to fill the vacancy.

Councilor Loeffler made a motion, seconded by Councilor Green to authorize the Town Clerk to authorize Chief Crowell, at his discretion, to offer employment to an individual formerly employed by the Town of Manlius Police Department.

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

Nays: 0 All in Favor. Motion Carries.

Correspondence

Supervisor Theobald read aloud a letter from Mrs. Stewart congratulating the Town of Manlius Recreation Department for the recent performance of "Guys and Dolls". Mrs. Stewart said the performance was great fun and donated \$50.00 to the next Town of Manlius Recreation production.

Supervisor Theobald stated that the next play will be the classic "Matilda",

Supervisor Theobald read aloud email correspondence from Assemblyman Al Stirpe indicating that the Town of Manlius will be receiving a \$2,000,000 grant through the Dormitory Authority of New York State (DASNY) for the proposed Salt Springs Road Water District in the Town of Manlius.

Supervisor Theobald stated that the Town will need to complete grant paperwork and submit further information to DASNY.

Supervisor Theobald stated that this project has been discussed for many years and he will report back to the Town Board with further information.

F) Town Board

Councilor Loeffler gave an update on the Planning Process Committee meetings. Councilor Loeffler stated that the committee has continued to meet every month and has covered several topics including the General Code re-codification project and a presentation by the tree commission.

Councilor Rossetti stated that the air conditioning situation at the Town of Manlius Police Department has been temporarily fixed with portable units. Councilor Rossetti discussed his appearance at the Village of Manlius Board meeting regarding the air conditioning in the Town of Manlius Police Department.

Councilor Marzola stated that the 2020 budget process has begun and he will update the Town Board as the process moves forward.

Councilor Green stated that the Critical Response Committee continues to meet and has provided excellent training including information on the CSX railyard.

Councilor Green stated that she will miss Councilor Giordano at future Board meetings.

Councilor Bollinger stated that the Town of Manlius Planning Board has been very busy and provided an update on Planning board activities.

Councilor Bollinger stated that the Town Assessor position is appointed to 6-year terms and the appointment is about to expire. Councilor Bollinger stated that she will provide recommendations to the Town Board.

Councilor Bollinger left the meeting at 7:33 PM

G) Supervisor

Supervisor Theobald stated that he attended the 2019 Association of Towns Legislative Update at the Association of Towns Retreat. Supervisor Theobald reported the following:

- \$500 Million New NY Broadband Program is in round 3 of funding.
- PAVE-NY is coming to the end of the 5 year contract, highway funding is being discussed. The towns are hoping for sales tax funding through the county and internet sales tax.
- All the highway funding remains flat including the Consolidated Highway Improvement Funding. (CHIPS)
- The towns continue to fight for funding for infrastructure.

Budget Transfer

Town Manager Oot presented a budget transfer for advanced STOP DWI training for a program called Advanced Roadside Impaired Driving Enforcement (ARIDE).

Councilor Loeffler made a motion, seconded by Councilor Marzola to authorize the budget transfer of \$1468.05 from the police reserve CM1 5.3120.493 account entitled STOP DWI to the Overtime Account A00.5.3120.101.

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

Nays: 0

All in Favor.

Motion Carries.

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 7:39 PM.

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

Nays: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2019-20 (D. FILIP)

THIS AGREEMENT is made this ____th day of August, 2019 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO Filip at an average per diem rate of \$610.40 for school year 2019-20. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO Filip.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO Filip shall be billed at a rate of \$70.68 per hour for the 2019 calendar year and at \$71.78 per hour for the 2020 calendar year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;
- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
- 5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of

their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

- 9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant

or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2019 and ending on June 30, 2020. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL

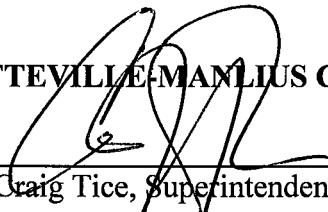
DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

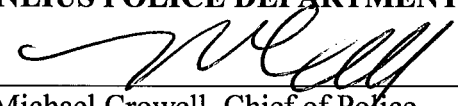
It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By: 
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By: 
Michael Crowell, Chief of Police

TOWN OF MANLIUS

By: _____
Edmond Theobald, Town Supervisor

**AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT AND
FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
SIRO PROGRAM 2019-20 (D. GOLDEN)**

THIS AGREEMENT is made this ____th day of August, 2019 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO Golden at an average per diem rate of \$600.61 for school year 2019-20. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO Golden.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO Golden shall be billed at a rate of \$70.34 per hour for the 2019 calendar year and at \$72.04 per hour for the 2020 calendar year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;
- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
- 5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of

their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

- 9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant

or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2019 and ending on June 30, 2020. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL

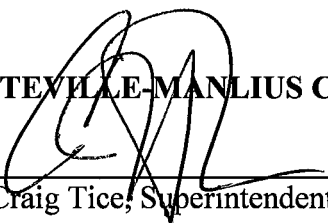
DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By: 

Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By: 

Michael Crowell, Chief of Police

TOWN OF MANLIUS

By: _____

Edmond Theobald, Town Supervisor

SIRO GOLDEN

**AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT AND
FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
SIRO PROGRAM 2019-20 (B. LESPERANCE)**

THIS AGREEMENT is made this ____th day of August, 2019 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

SIRO LESPERANCE

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO Lesperance at an average per diem rate of \$533.80 for school year 2019-20. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO Lesperance.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO Lesperance shall be billed at a rate of \$71.17 per hour for the 2019 calendar year and at \$72.88 per hour for the 2020 calendar year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;
- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
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6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
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- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator shall accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

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- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
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or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).

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- 12.1 The term of this agreement is one year commencing on July 1, 2019 and ending on June 30, 2020. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
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13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL

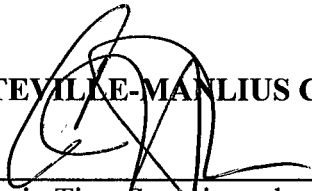
DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By: 
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By: 
Michael Crowell, Chief of Police

TOWN OF MANLIUS

By: _____
Edmond Theobald, Town Supervisor

SIRO LESPERANCE


[Skip to main content](#)

We have changed the financial institution for direct deposits, ACH and wire transfer payments for your auction invoices - taking effect immediately.
Please update your records to make sure all future payments are directed to our new Citizens Bank account.

Questions? Problem? Help?

Bidding support is available M-F from 9 AM-5PM EST.

Contact us or call (800) 536-1401 x131.

For customer service after 5PM EST and Saturdays
10AM-5PM call 800-536-1401 option 1 from the menu.



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List of lots consigned (23)

Filter By Lot/Title/Description

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Auctions Town of Manlius-NY #18632

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Summary of Consigned Items

[Batch Actions](#)

Period	Number of Items	Total Bid Amount	Total Commission Estimate	Total Net to Consignor Estimate
Total	23	\$28,803.50	\$0.00	\$28,803.50

Lot Number	Title	Current Bid	High Bidder	Sales Status	Counter Offer	Commission	Net Estimate	Auction ID
0001	2012 Chevrolet Impala Sedan/Police Vehicle	\$2,450.00	POPS-TFKC	Pending	Counter Offer	0.00%	\$2,450.00	18632
0002	2007 Chevrolet Tahoe SUV/Police Vehicle	\$3,200.00	poppop2019	Pending	Counter Offer	0.00%	\$3,200.00	18632
0003	2008 Chevrolet Tahoe SUV/Police Vehicle	\$2,750.00	syr142	Pending	Counter Offer	0.00%	\$2,750.00	18632
0004	2010 Chevrolet Impala Sedan/Police Vehicle	\$1,775.00	snotwister	Pending	Counter Offer	0.00%	\$1,775.00	18632
0005	2009 Chevrolet Impala Sedan/Police Vehicle	\$1,450.00	snotwister	Pending	Counter Offer	0.00%	\$1,450.00	18632
0006	2009 Chevrolet Impala Sedan/Police Vehicle	\$1,475.00	snotwister	Pending	Counter Offer	0.00%	\$1,475.00	18632
0007	2010 Ford Crown Victoria 4 Door/ Police Interceptor	\$710.00	Dtmilitia	Pending	Counter Offer	0.00%	\$710.00	18632
0008	2008 Ford Crown Victoria 4 Door/ Police Interceptor	\$1,450.00	Opt95Inc	Pending	Counter Offer	0.00%	\$1,450.00	18632
0009	2009 Ford Crown Victoria 4 Door/ Police Interceptor	\$1,350.00	bluemarin	Pending	Counter Offer	0.00%	\$1,350.00	18632

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☐	0010	2011 Ford Crown Victoria 4 Door/ Police Interceptor	\$750.00	budd0413	Pending	Counter Offer	0.00%	\$750.00	18632
☐	0011	2008 Ford F350 XLT Super Duty Ambulance	\$4,350.00	ashland	Pending	Counter Offer	0.00%	\$4,350.00	18632
☐	0012	2008 Ford F350 XL Super Duty Pickup Truck	\$4,700.00	doornob	Pending	Counter Offer	0.00%	\$4,700.00	18632
☐	0013	Barricade Cones	\$560.00	ratman	Pending	Counter Offer	0.00%	\$560.00	18632
☐	0014	WheelTronic Lift	\$770.00	HORIZON	Pending	Counter Offer	0.00%	\$770.00	18632
☐	0015	Husqvarna Chain Saw	\$18.00	taker	Pending	Counter Offer	0.00%	\$18.00	18632
☐	0016	Stihl Pro Pole Saw	\$290.00	xsperf	Pending	Counter Offer	0.00%	\$290.00	18632
☐	0017	Husqvarna 51 Chain Saw	\$22.00	xsperf	Pending	Counter Offer	0.00%	\$22.00	18632
☐	0018	Stihl Chain Saw	\$125.00	xsperf	Pending	Counter Offer	0.00%	\$125.00	18632
☐	0019	Stihl Chain Saw	\$105.00	Habdel66	Pending	Counter Offer	0.00%	\$105.00	18632
☐	0020	General 232 Hole Digger	\$105.00	budd0413	Pending	Counter Offer	0.00%	\$105.00	18632
☐	0021	Milwaukee Cordless Tool Set	\$36.00	doornob	Pending	Counter Offer	0.00%	\$36.00	18632
☐	0022	Pionjar 120 Berema Rock Breaker	\$320.00	Biker	Pending	Counter Offer	0.00%	\$320.00	18632
☐	0023	Rugby Stake Rack	\$42.50	mrlikk	Pending	Counter Offer	0.00%	\$42.50	18632

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Active Users: 578

TOWN OF MANLIUS
APPLICATION for a FIREWORKS PERMIT
Town Code Chapter 69
New York State Penal law Chapter 405

Any person desiring to procure a permit to display "Fireworks" shall file this written application with the Town Clerk.

A) Date of Application 8/15/19

Name of Applicant Organization Marissa Ward

Name of Person Applying Young Explosives on behalf of Traditions at the links

Address 810 Second Street Liverpool, NY 13088

Contact Phone

B) Date of Display Friday September 20, 2019 Time of Display DARK

C) Location of Display Traditions at the Links, 5900 N Burdick St

Description see site map

D) Number of Fireworks 1.3G shells-approx. 250 misc. largest shell 4"

Kind of Fireworks: Aerial 120 Ground 3-cakes (500 shot)

E) Storage of Fireworks Fireworks arrive/depart with Young crew.

F) Other pertinent Information MUST mail signed originals & check, send emails to BOTH

Weber, Allison <aweber@townofmanlius.org>

Witzel, Debi <dwitzel@townofmanlius.org>

Permission of Property Owner: Sign Robert A. Kesel Date 8/15/19

Robert Kesel on behalf of Traditions at the Links

G) Point of discharge pursuant to Section 462 of the State Labor Law.

Two operators over the age of 18years, competent and physically fit for the tasks, shall be constantly on duty during the discharge.

Two fire extinguishers shall be "kept at as widely separated points as possible within the actual area of the display."

H) Company performing the Display Young Explosives Corporaiton

Name of Contact Person Jim Young, President

Company Address PO Box 18653, Rochester, NY 14618

Contact Phone Number 585.394.1783

Person in charge of the display Robert Kesel

Pyrotechnic Certificate Number PR114 EXP 10/21

Person firing the Display Lesley Kesel P.C.N. PR 646 EXP 2/20

Person firing the Display Kirk Ekross P.C.N. PR 150 EXP 11/21

Person firing the Display _____ P.C.N. _____

Person firing the Display _____ P.C. N. _____

I) Diagram of the grounds showing point of discharge, buildings, roads, overhead wires and obstructions, trees and audience restraining line.

J) _____ Bond for a minimum of \$1,000.00

☒ Town of Manlius named as additional insured

_____ OR Indemnity Insurance Policy > \$1,000.00.

Attachments:

☒ Diagram of Grounds

☒ Liability Insurance Certificate

Planning & Development Department only this section

K) Police Department has been notified: Yes _____ No _____

L) Fire Department has been notified: Yes _____ No _____

M) Town Code Enforcement Review: Name DAVID J. WARBETT Date 8/19/19 (Signature)

N) Town Board Approved: Date _____



ROBERT HEIL

5008 MOUNT VERNON BLVD.

HAMBURG, NY 14075

716-512-5018

info@slasolutions.com

www.slasolutions.com

REQUEST FOR WAIVER OF THE 30 DAY MUNICIPALITY NOTIFICATION

Date: 08/16/2019

To the Municipality of: TOWN OF MANLIUS

Please be advised that a waiver of the 30 day notification is being requested by KOWAL CREATIVE, LLC dba KOWAL CREATIVE located at 104 TOWNE DR. T/O MANLIUS, FAYETTEVILLE, NY 13066, is applying for an ON PREMISE LICENSE serving WINE, BEER, & CIDER IN A TAVERN. This request is made to expedite the licensing process.

Thank You

A handwritten signature in black ink, appearing to read "Robert Heil", written over the "Thank You" text.

Robert Heil

If such waiver is granted, please write a letter to that effect, signed by an Official, on OFFICIAL municipality stationary and either fax, e-mail or forward it to:

Robert Heil, Liquor License Consultant

5008 Mount Vernon Blvd.

Hamburg, NY 14075

FAX : 866-910-5025

E-MAIL : info@slasolutions.com



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

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

1. Date Notice was Sent: 08/16/2019 1a. Delivered by: Certified Mail Return Receipt Requested

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

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change ☐ Method of Operation Change

For **New** applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

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

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

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

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

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

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

3. Name of Municipality or Community Board: TOWN OF MANLIUS

Applicant/Licensee Information:

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

5. Applicant or Licensee Name: KOWAL CREATIVE, LLC

6. Trade Name (if any): KOWAL CREATIVE

7. Street Address of Establishment: 104 TOWNE DR. T/O MANLIUS

8. City, Town or Village: FAYETTEVILLE, NY Zip Code: 13066

9. Business Telephone Number of Applicant/Licensee: (720) 431-8212

10. Business E-mail of Applicant/Licensee: laura.e.kowal@gmail.com

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

12. Extent of Food Service:

☐ Full food menu; full kitchen run by a chef or cook ☒ Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment: Bar/Tavern

14. Method of Operation: (check all that apply)

☐ Seasonal Establishment	☐ Juke Box	☐ Disc Jockey	☒ Recorded Music	☐ Karaoke
☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____				
☐ Patron Dancing	☐ Employee Dancing	☐ Exotic Dancing	☐ Topless Entertainment	
☐ Video/Arcade Games	☐ Third Party Promoters	☐ Security Personnel		
☐ Other (specify): _____				

15. Licensed Outdoor Area: (check all that apply)

☒ None	☐ Patio or Deck	☐ Rooftop	☐ Garden/Grounds	☐ Freestanding Covered Structure
☐ Sidewalk Cafe ☐ Other (specify): _____				

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: **1ST FLOOR**
17. List the room number(s) the establishment is located in within the building, if appropriate: **1-bar, food prep, restroom, office, storage**
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
N/A Name **N/A** Serial Number
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: **COR ROUTE 5 COMPANY, LLC**
23. Building Owner's Street Address: **540 TOWNE DR.**
24. City, Town or Village: **FAYETTEVILLE** State: **NY** Zip Code: **13066**
25. Business Telephone Number of Building Owner: **(315) 663-2100**

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

26. Representative/Attorney's Full Name: **ROBERT HEIL**
27. Representative/Attorney's Street Address: **5008 MOUNT VERNON BLVD**
28. City, Town or Village: **HAMBURG** State: **NY** Zip Code: **14075**
29. Business Telephone Number of Representative/Attorney: **(716) 512-5018**
30. Business E-mail Address of Representative/Attorney: **info@slasolutions@gmail.com**

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

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

31. Printed Principal Name: **LAURA KOWAL** Title: **LLC MEMBER**

Principal Signature: _____

