

Agenda
Manlius Town Board
December 11, 2019
6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes - November 13, 2019 And November 20, 2019

Documents:

[11-13-19 DRAFT.PDF](#)
[11-20-19 DRAFT.PDF](#)

3. Approval Of Abstract # 23
4. Public Hearing - Proposed Local Law To Amend Existing Commercial Zoning Districts And Add New Commercial Zoning Classification To The Town Code.
5. Local Law 2019-7 Amending Code Relating To Signage

Documents:

[LOCAL LAW 2019-7 AMENDING CODE OF SIGNAGE.PDF](#)

6. Court Security Contracts

Documents:

[COURT SECURITY CONTRACTS 2020.PDF](#)

7. Planning Board Appointment
8. Set Date - 2020 Organizational Meeting
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

This meeting is being recorded and the audio recording will be posted to the Town Website at
www.townofmanlius.org

MINUTES
TOWN BOARD
November 13, 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, Kason Klaiber, Bill Brazill, Elain Denton, Lisa DeVona, Pat Curtin, Jen Chapman, Katherine Kurtz, Lorie Corsette, Paul Whorrall, Prerna Deer, Katelyn Kriesel, Matt McGarrity, Faith Binder, Barbara Wilson, Mark Olson

The Pledge of Allegiance

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

Approval of Minutes – October 23, 2019

Councilor Green made a motion, seconded by Councilor Rossetti, to approve the minutes of October 23, 2019 as submitted by Town Clerk Weber.

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

Nays: 0

All in Favor.

Motion Carries.

Approval of Abstract # 21

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 21 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 21 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 204,289.44
B	General Fund Town	\$ 6,805.55
CM1	Police Trust	\$ 37,677.28
DA	Highway Fund Townwide	\$ 26,661.90
DB	Highway Fund Town	\$ 29,949.62
SL1	Overhead Lighting	\$ 1,532.02
SL2	Underground Lighting	\$ 2,244.37
SL3	Entry Lighting	\$ 98.95
SL4	Garden Park Lighting	\$ 617.83
SL5	Ratnaur Bridge Lighting	\$ 2,554.28
SR1	Manlius Trash District	\$ 168.44
SR2	Manlius Res Brush District	\$ 168.44
SS1	Manlius Con Sewer District	\$ 1,603.26

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

Nays: 0

All in Favor.

Motion Carries.

Public Hearing – Fayetteville Fire Protection District Contract

Councilor Marzola reviewed the 2019-2020 Fayetteville Fire Protection District Budget. Councilor Marzola stated that the Town's share of the overall budget from the Village of Fayetteville is up 6.7%. Councilor Marzola stated that the operational budget is up only slightly, and the budget increase is due a decrease in revenue.

Mayor Olson, Village of Fayetteville, stated that the Village of Fayetteville is celebrating its 175th anniversary. Mayor Olson thanked several members of the community for everything that they do for the Fayetteville Fire Department.

Mayor Olson presented call statistics, enrollment information and challenges facing the department. Mayor Olson discussed the grant funding that the department has received. Mayor Olson stated that the ambulance call revenue is down due to a decrease in the number of ambulance calls.

Councilor Loeffler asked Mayor Olson if there were any projected increases in capital expenditures? Mayor Olson stated that there is not any projected increases and the department has budgeted for the purchase of 3 new ambulances.

Councilor Loeffler stated that the Town has experienced an increase in retirement costs for town employees and asked about the budgeted decrease in retirement costs for the Fayetteville Fire Department. The Board discussed the timing of the village budgets compared to the Town as a possible reason for the decrease in retirement costs in the current Fayetteville Fire Budget.

Councilor Green made a motion, seconded by Councilor Rossetti, to waive the reading of the public notice for the public hearing for the consideration of the 2020 Fayetteville Fire Protection Contract.

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

Nays: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Rossetti, to open the public hearing at 6:45 PM for the consideration of the 2020 Fayetteville Fire Protection Contract.

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

Nays: 0 All in Favor. Motion Carries.

Kaitlin Kriesel, Manlius, asked why the Village of Fayetteville is responding to so many mutual aid calls outside of the Town of Manlius?

Mayor Olson stated that the department is bound by a mutual aid agreement in Onondaga County. Mayor Olson explained how mutual aid call responses work for the Fayetteville Fire Department and other departments.

There being no further comment from the public, Councilor Rossetti made a motion, seconded by Councilor Green, close the public hearing at 6:51 PM for the consideration of the 2020 Fayetteville Fire Protection Contract.

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

Nays: 0 All in Favor. Motion Carries.

Public Hearing – Minoa Fire Protection District Contract

Councilor Marzola reviewed the 2019-2020 Minoa Fire Protection District Budget. Councilor Marzola stated that the Town's share of the overall budget from the Village of Minoa is down 6.7%.

Mayor Brazil thanked everyone involved in providing fire and ambulance protection to the Minoa Fire Protection District and the Town of Manlius. Mayor Brazil stated that the Minoa Fire Department is all volunteer and the EMS staff is paid.

Mayor Brazil discussed all statistics by type, mutual aid responses and how the village budget process works. Mayor Brazil stated that the department had to replace an engine that won't appear in the budget until 2022.

Councilor Loeffler asked if there were any projected capital expenses in the next few years? Mayor Brazil stated that the department will need to purchase an ambulance and there is an engine that will need to be replaced in the future.

E) Police Chief

Chief Crowell Reported the following:

- The Department has lost an officer to the Sherriff's Department
- The 2020 In-Service Training Schedule is complete.
- The 3 Recruits are doing well in the field training program.
- The newly promoted Sergeant is doing well.
- Interviews are complete for the open positions and transfer candidates have been selected. The background investigation process is now beginning.
- The department is preparing for the new legislation changes in January.

F) Town Board

Councilor Marzola gave an update on the budget process. Councilor Marzola stated that the health insurance rates came back and they are higher then expected. Councilor Marzola stated that budget committee is still looking at fund balances and finalizing personnel items in some departments.

Discussion ensued regarding health insurance rates.

Councilor Rossetti thanked Councilor Marzola and Supervisor Theobald for their work on their fire budgets.

Discussion ensued regarding the upcoming legislative changes that will affect the police department.

Councilor Loeffler presented a chart outlining the proposed changes to the commercial zoning classifications. Councilor Loeffler stated that the Planning Process Committee has worked hard on studying the commercial zoning use codes.

Councilor Loeffler stated that the proposed table includes a lighter intensity commercial zoning classification named Commercial Transitional.

The Town Board reviewed and discussed the commercial zoning classification chart. The Town Board discussed the legal process to adopt the proposed changes to the commercial zoning classifications and the new proposed commercial zoning classification.

G) Supervisor

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

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

Nayes: 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 Marzola the Board voted unanimously to adjourn regular session at 8:27 PM.

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

Nays: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

MINUTES
TOWN BOARD
November 20, 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
Nicholas J. Marzola, Councilor
Karen Green, Councilor
Richard Rossetti, Councilor
Sara Bollinger, 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. Jen Chapman, Jason Klaiber, Elain Denton.

The Pledge of Allegiance

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

Approval of Minutes – November 13, 2019 - Tabled

Approval of Abstract # 22

Councilor Marzola made a motion, seconded by Councilor Rossetti, to approve Abstract # 22 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 22 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 84,242.57
B	General Fund Town	\$ 97.55
CM1	Police Trust	\$ 1,437.00
DA	Highway Fund Townwide	\$ 46,421.78
DB	Highway Fund Town	\$ 2,246.34
SR1	Manlius Trash District	\$ 101,874.89
SR2	Manlius Res Brush District	\$ 11,600.00
SS1	Manlius Con Sewer District	\$ 467.35
SW3	Skyridge Water District	\$ 13,059.00

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

Nayes: 0

All in Favor.

Motion Carries.

Public Hearing to Consider a Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage

Councilor Bollinger reviewed the proposed local law to amend chapter 155 of the zoning code related to signage.

Councilor Green made a motion, seconded by Councilor Rossetti, to waive the reading of the public notice for the public hearing to consider the matter of the Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Green made a motion, seconded by Councilor Bollinger, to open the public hearing at 6:35pm to consider the matter of the Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage

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

Nayes: 0

All in Favor.

Motion Carries.

With there being no comment from the public, Councilor Rossetti made a motion, seconded by Councilor Loeffler, to close the public hearing at 6:35pm to consider the matter of the Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage

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

Nayes: 0

All in Favor.

Motion Carries.

Attorney Frateschi stated that the Town Board cannot act on the proposed law until the Town receives the determination from the Onondaga County Planning Board.

SEQR – Short EAF

Attorney Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board determined that each of the environmental factors would have no more than a small to moderate impact. After further discussion, the Board agreed that there would be no significant environmental impact by adopting proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage

SEQRA

Councilor Bollinger made a motion, seconded by Councilor Marzola, to declare the Town of Manlius lead agency for SEQR purposes in the matter of the Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Rossetti made a motion, seconded by Councilor Bollinger to issue a negative declaration for SEQR purposes in the matter of the Proposed Local Law to Amend Chapter 155 of the Zoning Code related to Signage.

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

Nayes: 0

All in Favor.

Motion Carries.

2020 Fire Contracts – Village of Fayetteville, Village of Minoa and the Village of Manlius

The public hearing for the fire contracts were held and closed on November 13, 2019.

Councilor Bollinger made a motion, seconded by Councilor Rossetti, to approve the 2020 Fayetteville Fire Protection Contract as prepared by the Attorney for the Town and authorize the Supervisor to sign the contract.

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

Nayes: 0

All in Favor.

Motion Carries.

Nayes: 0

All in Favor.

CNYSPCA Dog Control Contract 2020

Town Clerk Weber reviewed data from the CNYSPCA regarding dog control and cruelty cases in the Town of Manlius.

Councilor Rossetti made a motion, seconded by Councilor Green to authorize the Supervisor to sign a 1-year agreement with CNYSPCA for dog control services in the Town of Manlius.

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

Nayes: 0

All in Favor.

Motion Carries

CNYSPCA Dog Cruelty Contract 2020

Councilor Rossetti made a motion, seconded by Councilor Bollinger to authorize the Supervisor to sign a 1-year agreement with CNYSPCA for animal cruelty investigation and enforcement services in the Town of Manlius.

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

Nayes: 0

All in Favor.

Motion Carries

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing stated that he represented the state association and met with the NY Coalition to Rebuild NY to advocate for an increase in the CHIPS funding.

B) Planning & Development

Director Capriotti stated that building permits are not slowing down and the department continues to be busy.

C) Attorney

Attorney Frateschi requested executive session to discuss a collective bargaining agreement.

Attorney Frateschi stated that Councilor Loeffler is going to propose a local law regarding the amendments to the commercial zoning classifications. Attorney Frateschi stated that in order for that law to be distributed to the board members via email the Town Board must pass a resolution authorizing the Town Clerk to send local laws via email. Attorney Frateschi stated that any proposed local law sent via email must be delivered to board members 10 days prior to consideration.

Councilor Loeffler made a motion, seconded by Councilor Bollinger, to authorize the Town Clerk to distribute proposed local laws for consideration to the Town Board via email.

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

Nayes: 0

All in Favor.

Motion Carries.

D) Town Clerk – No New Business

E) Police Chief

Chief Crowell reporting the following:

- The background investigations for the candidates to fill open vacancies are ongoing.
- The 3 new recruits continue to be successful during field training.
- The newly promoted Sergeant continues to do well.
- 2 new officers have completed crisis intervention training.
- The selection process for a new police mechanic is complete and a candidate has been given a conditional offer of employment.

F) Town Board

Councilor Loeffler stated that an administrative position has been added in the budget.

Councilor Loeffler stated that this position is needed to fulfill the new requirements set forth in the justice reforms.

Councilor Loeffler presented the job description for a special police officer. Councilor Loeffler stated that the school districts are interested in using this type of officer for additional SIROs. Councilor Loeffler asked the board members to review this position and consider it in the future.

Councilor Loeffler presented an updated commercial zoning classification table. Councilor Loeffler stated that the Planning Process Committee reviewed the existing commercial zoning classifications and proposed a new commercial zoning classification.

Councilor Loeffler stated that the review of the classifications had a consistent outline, updated purpose and intent, reviewed design principals where necessary and ensured that anything in the classifications that was unique is still addressed.

Councilors Loeffler reviewed the updated zoning classification table.

The use table specified the different types of restaurants and dining experiences that currently exist in the Town and that could be proposed. The restaurants were categorized by seating, food type and other factors to place them into a restaurant type.

The Town Board discussed the use table and the different types of uses that were categorized within the table.

Councilor Loeffler discussed uses within the table that would require a special permit. Councilor Loeffler asked the Town Board to review the tables and provide any feedback.

Attorney Frateschi stated that the proposed table could be added to the town code book. Attorney Frateschi stated that the proposed amendments have to be put into a local law format and that must be sent to board members via email 10 days prior to passage.

Attorney Frateschi asked if the proposed amendments to the commercial zoning classifications takes away or eliminates any uses?

Councilor Bollinger stated that most of the districts have very few parcels that would be impacted and the proposed amendments only add uses.

Discussion ensued regarding how existing uses would be grandfathered if the proposed amendments are adopted.

Councilor Loeffler stated that the next step in this process would be to consider applying the same type of analysis to the residential section of the town code.

Discussion ensued regarding setback requirements and lot size requirements.

Attorney Frateschi asked if the committee had determined where the new proposed commercial zoning classification would be located? Councilor Loeffler stated that the committee had some ideas for locations, but this zoning classification would be applied only if there was an application from a landowner.

The Town Board decided to review the chart as presented, set a date for a public hearing to consider a draft local law that will be submitted via email and further discuss the proposed amendments.

Councilor Loeffler made a motion, seconded by Councilor Bollinger, to set the date for a public hearing for December 11, 2019 to consider a proposed Local Law to change the Zoning Code for Commercial Zoning Classification.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Green thanked Councilor Marzola, Councilor Loeffler and the department heads for their work on the budget.

Councilor Bollinger stated that the Town is making progress on the Salt Springs Water District. Councilor Bollinger stated that the Town has received funding and is working with the Town of Sullivan.

Supervisor Theobald stated that he has reached out to the Town of Sullivan and is waiting to hear back regarding his letter.

G) Supervisor

Supervisor Theobald presented information on the position of Veterans Outreach Coordinator that municipalities in Onondaga County have as a paid position. Supervisor Theobald stated he will be presenting more information on this position and he would like the Town to consider adding this position in the future.

There being no further business to come before the Board, upon motion duly made by Councilor Loeffler and seconded by Councilor Green the Board voted unanimously to adjourn regular session at 8:01 PM to enter executive session to discuss a collective bargaining agreement.

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

Nays: 0

All in favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

EXECUTIVE SESSION MEETING MINUTES

**Executive Session
November 20, 2019**

Upon motion duly made by Councilor Green and seconded by Councilor Loeffler, the Board unanimously agreed to close Executive Session and re-enter Regular Session.

The Town Board Re-entered Regular Session at 8:34 p.m.

There being no further business to come before the Board, upon motion duly made by Councilor Loeffler and seconded by Councilor Green, the Board unanimously voted to adjourn the Regular Session at 8:34 p.m.

Submitted by:
Ann Oot
Town Manager

IN THE MATTER OF

**Local Law 2019-7 amending Section 155-26 of
Chapter 155 Zoning**

**A local law revising certain provisions of
Chapter 155 Zoning of the Code of Manlius
relating to Signage**

**RESOLUTION ENACTING
LOCAL LAW**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 11th of December 2019, at 6:30 p.m.

The meeting was called to order by Edmond J. Theobald, Supervisor, and the following were present, namely:

Edmond J. Theobald	Supervisor
John R. Loeffler	Councilor
Nicholas J. Marzola	Councilor
Karen Green	Councilor
Richard Rossetti	Councilor
Sara Bollinger	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town Board authorized the formation of a planning process committee (“Committee”) to among other things, review and make recommendations with respect to the Chapter 155 Zoning of the Code of the Town of Manlius (“Zoning Code”); and

WHEREAS, the Committee, after reviewing the provisions of the Section 155-25 and Section 155-26 of the Zoning Code relating to the regulation of temporary and permanent signs in the Town, recommended the modifications to the Zoning Code as set forth herein; and

WHEREAS, this Board has heard from the Committee and reviewed the recommendations of the Committee; and

WHEREAS, this Board finds that there is a need to address, clarify and revise the Zoning Code relating to commercial real estate signs, outdated temporary signs and certain banner and pennant type signs; and

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2019-7, entitled: “**Local Law 2019-7 amending Section 155-26 of Chapter 155 Zoning A local law revising certain provisions of Chapter 155 Zoning of the Code of Manlius relating to Signage**” the text of which is as follows:

**LOCAL LAW 2019-7, A LOCAL LAW AMENDING
CHAPTER 155 OF THE CODE OF THE TOWN OF
MANLIUS, SECTION 155-26:**

Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows:

Section 1. That Chapter 155, Article IV, entitled “Special Regulations” of the Code of the Town of Manlius, as amended, is further amended as follows:

§155-26 C (4) entitled “Annual Permit” shall be deleted in its entirety.

Section 2. That Chapter 155, Article IV, entitled “Special Regulations” of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (E) as follows:

§155-26 E. All signs not expressly permitted under this Article are prohibited, unless regulation of such signs are specifically pre-empted by State or Federal Law.

Section 3. That Chapter 155, Article IV, entitled “Special Regulations” of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (M) as follows:

§155-26 M. Temporary signs permitted pursuant to this Chapter shall be removed no later than two weeks after the last date of the event or activity for which the temporary sign was erected.

Section 4. That Chapter 155, Article IV, entitled “Special Regulations” of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (N) as follows:

§155-26 (N) Notwithstanding anything to the contrary in this Chapter, any sign which is in the nature of a banner, beacon or pennant, or which is inflated by air, helium or gas, may be erected and/or used for no more than 30 total days in any calendar year, provided such temporary sign is otherwise permitted under this Chapter.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2019-7, and that such Hearing shall be held at the Town Hall of the Town of Manlius, located at 301 Brooklea Drive, Fayetteville, New York, on November 20, 2019 at 6:35 p.m. and be it further

RESOLVED, that the Town Clerk give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held, and in general terms, describing the proposed Local Law. Such notice shall be published once at least five (5) days prior to the Public Hearing.

I, ALLISON A. WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 11th day of December, 2019 ; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 11th day of December 2019.

DATED: December 11, 2019
Fayetteville, New York

Allison A. Weber
Town Clerk of the Town of Manlius
Onondaga County, New York

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

Joseph Puma (New York State Unified Court Officer)

This Contract entered into this 15 day of November, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Joseph Puma, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS.** The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town. JP
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By:

Edmond Theobald, Supervisor

OFFICER

By:

 _____

CONTRACT FOR COURT SECURITY

Between

**THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION**

-And-

Stephanie Gburek (New York State Unified Court Officer)

This Contract entered into this 15 day of Nov., 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Stephanie Gburek, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS.** The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town. SG
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

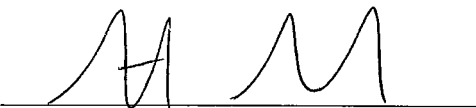
of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____
Edmond Theobald, Supervisor

OFFICER

By:  _____

CONTRACT FOR COURT SECURITY

Between

**THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION**

-And-

Jacqueline Davis (New York State Unified Court Officer)

This Contract entered into this 15 day of November 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Jacqueline Davis a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS.** The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____
Edmond Theobald, Supervisor

OFFICER

By:  _____

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

Jacob Crawford (New York State Unified Court Officer)

This Contract entered into this 15th day of Nov, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Jacob Crawford, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS .**The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town. SC
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____
Edmond Theobald, Supervisor

OFFICER

By: *Jacob Crumb*

CONTRACT FOR COURT SECURITY

Between

**THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION**

-And-

Thomas Clark (New York State Unified Court Officer)

This Contract entered into this 15 day of November, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Thomas Clark, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
 - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS.** The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town. 
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____
Edmond Theobald, Supervisor

OFFICER

By:  _____

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS
A MUNICIPAL CORPORATION

-And-

Timothy Braun (New York State Unified Court Officer)

This Contract entered into this 15th day of November, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Timothy Braun, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2020, and terminating December 31, 2020.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
 - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
 - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
 - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
 - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
 - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.
 - f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and

- g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
- h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. **FEES.** Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. **DISBURSEMENTS.** The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. **REPRESENTATIONS.** The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town. TR
6. **CONFLICTS OF INTEREST.** The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.
7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices

of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.

8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: _____
Edmond Theobald, Supervisor

OFFICER

By: _____
