Agenda
Manlius Town Board

1. Pledge Of Allegiance

2. Approval Of Minutes - October 9, 2019
   
   Documents:
   
   10-9-19 DRAFT.PDF

3. Approval Of Abstract # 20

4. Local Law 2019-6 Posting Of Gulf Road
   
   Documents:
   
   LOCAL LAW 2019-6 POSTING OF GULF ROAD ENACTING.PDF

5. 2020 Preliminary Budget Public Hearing

6. OCEBA Joint Services Agreement
   
   Documents:
   
   OCEBA JOINT SERVICE AGREEMENT.PDF

7. Correspondence/ New Business

8. Highway Superintendent

9. Planning & Development

10. Attorney

11. Town Clerk

12. Police Chief

13. Town Board

14. Supervisor

15. Adjournment
Please silence cell phones.
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  
Allison A. Weber, Town Clerk  
Mike Crowell, Police Chief  
Rob Cushing, Highway Superintendent  
Doug Miller, Town Engineer  
Ann Oot, Town Manager  
Randy Capriotti, Director of Codes

Other persons attending: Ellen McGrew, Jonathon Zogby, Jason Klaiber, Heather Waters, Jim McKeever, Rob Taylor, Rob Oley.

The Pledge of Allegiance

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

Approval of Minutes – September 25, 2019

Councilor Rossetti made a motion, seconded by Councilor Loeffler, to approve the minutes of September 25, 2019 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green  
Nayes: 0  
All in Favor.  
Motion Carries.

Approval of Abstract # 19

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 19 as submitted by Town Clerk Weber.
Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nayes: 0 All in Favor. Motion Carries.

Public Hearing – Proposed Local Law – Property Tax Cap Override

Supervisor Theobald stated that the property tax cap override has been discussed in detail.

Councilor Marzola briefly discussed the history of the property tax cap and stated that the Town has a strong history of being below the tax cap. Councilor Marzola stated that part of the property tax cap legislation includes a penalty for a municipality if the municipality is above the tax cap. Councilor Marzola stated that the calculation for the property tax cap is very complicated and overriding the property tax cap is risk avoidance.

Supervisor Theobald stated that some municipalities pass the property tax cap override during the organizational meeting.

Councilor Loeffler stated that the 2019 full town tax rate is lower that it was in 2014.

Councilor Green made a motion, seconded by Councilor Marzola, to waive the reading of the public notice for the public hearing in the matter of Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

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

Nayes: 0 All in Favor. Motion Carries.
Councilor Rossetti made a motion, seconded by Councilor Loeffler, to open the public hearing at 6:38 PM in the matter of Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

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

Nayes: 0  All in Favor.  Motion Carries.

Robert Taylor, Fayetteville, asked if the property tax cap override was something that the Town Board passed annually and if this is part of the normal process? The Town Board answered yes.

Supervisor Theobald discussed the first year that the property tax cap calculation was completed.

Councilor Loeffler stated that the property tax cap calculation is very complicated, and the Town was concerned about making a mistake during the calculation process.

Robert Oley, Manlius, asked the Town Board if the Town has been overriding the property tax cap override every year what have you and the other towns been doing to try and get the property tax cap eradicated? Mr. Oley asked what steps have the Town taken towards that?

Supervisor Theobald stated that he is on the executive committee and the resolution committee for the Association of Towns. Supervisor Theobald stated that every year, one of the resolutions adopted is to get the property tax cap to be more flexible.

Mr. Oley asked if the Town could publish what is discussed (at the executive committee and the resolution committee for the Association of Towns)? Supervisor Theobald discussed the process and stated that he would publish that information.

Supervisor Theobald discussed how the Association of Towns and the resolutions committee works to represent the Towns in Albany.

Mr. Oley stated that the star rebate check is not affected by the property tax cap override. Mr. Oley stated that the rebate check is affected by the school districts ability to stay below the tax cap. Mr. Oley thanks the Town Board for their time.

Mr. Taylor asked how many times the Town has exceeded the tax cap? Councilor Marzola stated that the information he is asking about will be presented during the upcoming presentation.

Councilor Loeffler stated that whenever there has been a threat that the Town would exceed the property tax cap, it is due to things like special districts.
With there being no further comments from the public, Councilor Rossetti made a motion, seconded by Councilor Loeffler, to close the public hearing at 6:45pm in the matter of the Local Law 2019-5 Overriding the Property Tax Cap for the Fiscal Year 2020.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola
Nayes: 0 All in Favor. Motion Carries.

Councilor Marzola made a motion, seconded by Councilor Loeffler, to pass Local Law 2019-5 - Overriding the Property Tax Cap in the Town of Manlius for Fiscal Year 2020 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola
Nayes: 0 All in Favor. Motion Carries.

**Adopt 2020 Preliminary Budget**

Councilor Marzola presented the 2020 Preliminary Budget and reviewed the budget process.

Councilor Marzola reviewed the scoring methodology for the New York State Comptrollers Fiscal Stress Monitoring System for both financial and environmental factors. Councilor Marzola stated that the Town’s financial fiscal stress score is 3.3% and the environmental score is 0.0%. Councilor Marzola stated that both scores are very good.

Councilor Marzola discussed the changes that had been made to the preliminary budget after the tentative budget was accepted. Councilor Marzola stated that the police department had decreased personnel and contractual lines, the Highway DA fund was decreased, and the non-tax revenue was increased due to AIM funding. Councilor Marzola reviewed the property tax cap information from 2013 to present.

Councilor Marzola discussed the budget information that is still being reviewed by the Town and the budget data that the Town is yet to receive.

Councilor Marzola reported the following tax rates:

- Full Town preliminary tax rate is $4.873 from $4.830; Up $0.043 (0.88%)
- Part Town preliminary tax rate is $3.679 from $3.636; Up $0.043 (1.18%)

Councilor Marzola made a motion, seconded by Councilor Loeffler, to adopt the Preliminary Budget for the fiscal year 2020 as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Green, Councilor Bollinger, Councilor Rossetti, Councilor Marzola
Nayes: 0 All in Favor. Motion Carries.
Set Date – Public Hearing – 2020 Preliminary Budget

Councilor Bollinger made a motion, seconded by Councilor Marzola, to set the date for a public hearing on the 2020 Preliminary Budget for the fiscal year 2020 for October 23, 2019 at 6:35 PM at the Town Hall in the Town of Manlius, located at 301 Brooklea Dr. Fayetteville NY.

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

Nayes: 0  All in Favor.  Motion Carries.

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing stated that the summer highway projects have been completed and the department is preparing for winter.

Supervisor Theobald stated that the Town will be receiving $64,000 from the county for the severity factor in the 2019 snowplow contract with Onondaga County.

B) Planning & Development

Director Capriotti stated that inspections are up compared to this time last year and the number of inspections does not appear to be slowing down.

Town Engineer Miller stated that the preliminary field work and surveying is underway for the Hoag Lane drainage study.

C) Attorney – No New Business

D) Town Clerk

Town Clerk Weber presented a renewal contract from Aspinall’s Landscaping for the removal of snow from the sidewalks at Manlius Town Hall. Town Clerk Weber stated that the rate for snow removal is the same as last year.

Councilor Rossetti made a motion, seconded by Councilor Marzola, to authorize Supervisor Theobald to sign an agreement with Aspinall’s Landscaping for the removal of snow from the sidewalks at Manlius Town Hall from 7:00 Am to 2:30 PM for 2019-2020 winter season at a rate of $140 per time.

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

Nayes: 0  All in Favor.  Motion Carries.

E) Police Chief

Chief Crowell gave the following report:

- Calls for service remain steady from last year
- The department continues to plan for legislative changes that will be effective January 1, 2020.
- The 3 recruits are doing very well.
- The department will be conducting interviews to fill 2 sergeant positions
- John Buske has been appointed to the position of Police Chaplain.

F) Town Board

Councilor Bollinger gave a report on the Planning Process Committee. Councilor Bollinger stated that the committee has been reviewing the sign regulations of the Town Code and will be formally suggesting some changes to the Town Code. Councilor Bollinger asked the Town Board to consider the kinds of signs that exist and the length that those types signs could be displayed. Councilor Bollinger asked the Town Board to also consider increasing the frequency that digital signs made be changed.

Councilor Green stated that the Village of Fayetteville and the Town of Manlius will be hosting a Deer & Tick Education Program at the Village of Fayetteville Hall on October 19, 2019 at 10:00AM.

Councilor Green reminded everyone that Wicked Woods will be taking place at Green Lakes State Park on October 19, 2019.

Councilor Rossetti thanks the Budget & Finance Committee for their work on the 2020 budget.

Councilor Loeffler stated thanked the residents that attended the meeting for the presentation on the Preliminary Budget and stated that the Town Board can answers any questions residents may have regarding the budget.

Councilor Loeffler stated that the Planning Process Committee will continue to bring code review items forward to the Town Board.

G) Supervisor

Supervisor Theobald stated that the Town has received a re-imbursement check from National Grid in the amount of $23,230 for the installation of LED lights in the Town of Manlius. The installation of over 400 LED streetlights will help the Town save an estimated $13,000 per year.

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 7:42PM.

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

Nayes: 0 All in favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk
IN THE MATTER OF
Local Law 2019-6 amending Section 139-14 of Article V of Chapter 139
A local law to post weight limits on Gulf Road

RESOLUTION TO AMEND CHAPTER 139 VEHICLE & TRAFFIC OF TOWN CODE

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 23rd of October, 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
   Karen Green                  Councilor
   Nicholas J. Marzola         Councilor
   Richard Rossetti            Councilor
   John R. Loeffler            Councilor
   Sara Wall-Bollinger         Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town Board has received complaints from residents who live along or near Gulf Road about commercial trucks that are using this Town road as through traffic routes to larger State roads;

WHEREAS, Gulf Road is a residential street that is constructed for residential traffic and it was never intended to be used as commercial through traffic route;
WHEREAS, New York State Routes 290 and 5 and Salt Springs Road are wider and more acceptable roads that were constructed to accommodate heavier truck traffic and they are in close proximity to Gulf Road;

WHEREAS, upon consultation with the Highway Superintendent, the Town Board desires to restrict the weight limit on this road as a means of reducing the wear and tear and because of safety considerations;

WHEREAS, while the alternative State Routes may be longer in distance, the speed limit on these routes are higher and will make delivery times essentially the same;

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2019-6, entitled “A LOCAL LAW AMENDING CHAPTER 139, ARTICLE V, “Vehicle Weight Limits” OF THE CODE OF THE TOWN OF MANLIUS BY AMENDING SECTION 139-14, the text of which is as follows:

LOCAL LAW 2019-6, A LOCAL LAW AMENDING CHAPTER 139, ARTICLE V “Vehicle Weight Limits” OF THE CODE OF THE TOWN OF MANLIUS:

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

Section 1. That Chapter 139, Article V, entitled “Vehicle Weight Limits” of the Code of the Town of Manlius, as amended, is further amended as follows:

§ 139-14 Restrictions.

A. Vehicles with a gross weight in excess of 10 tons are hereby excluded from the following highways within this Town:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Bay Road</td>
<td>From North Burdick Street to DeWitt Town line</td>
</tr>
<tr>
<td>Conewood Trail and Red Spruce Lane</td>
<td></td>
</tr>
<tr>
<td>Pierson Road</td>
<td>Entire Length of road</td>
</tr>
<tr>
<td>George Taylor Road</td>
<td>Entire Length of road</td>
</tr>
<tr>
<td>Gulf Road</td>
<td>Entire Length of road*</td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT

WHEREAS, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, held a Public Hearing on said proposed Local Law 2019-6 on October 23, 2019 at which time the public was allowed to speak for or against the Local Law;

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby adopts and enacts Local Law 2019-6 for all of the reasons stated above; and

BE IT FURTHER RESOLVED, that the Town Clerk is directed to file Local Law 2019-6 with the Secretary of State within 20 days from the date of adoption, pursuant to Municipal Home Rule Law.
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 23rd day of October 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 23rd day of October, 2019.

DATED: October 23, 2019
Fayetteville, New York

_________________________________________
Allison A. Weber
Town Clerk of the Town of Manlius
Onondaga County, New York
October 9, 2019

Edmond J. Theobald, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Dear Supervisor Theobald:

As Counsel to the Board of the Onondaga County Employment Agreement (OCEBA), I have been assisting the Board in a review of the existing agreements with the various member entities. The original arrangements between the participating municipal entities in OCEBA were executed in 1992. They have not been reviewed or amended since that time, even though the participation of Onondaga County itself and the County Executive no longer exists and the operation of OCEBA has changed. The laws relating to Intermunicipal Cooperation Agreements have also been modified since 1992. Accordingly the Board of Directors of OCEBA has determined that the underlying Agreements should be modified to reflect the current state of affairs.

The primary changes in the attached proposed Revised Agreement are listed:

1. The area is changed from Onondaga County to the Central New York area.

2. The agreements are termed “Joint Service” agreements to more clearly define their purpose.

3. The method of selecting Board members has been changed to reflect current practice and Board members now have 5 year terms.

4. Indemnification provisions consistent with current legislation have been added to provide for defense of Board members.

5. Powers of the Board have been expanded to allow for acquisition of stop-loss insurance and for participation in cooperative investment programs, which provide higher rates of return.
6. The provisions relating to offering multiple plans to members on the recommendation of the Benefits Manager have been added.

7. Provisions for termination and the execution of a mutually agreed upon Termination Agreement have been added in order to clarify the process.

8. The duration of the Agreement has been limited to 5 years with renewals as required by the General Municipal Law.

Accordingly, after review of the proposed revised Joint Service Agreement, it would be appreciated if your Board could authorize execution and return a certified copy to me so that we can finalize the revisions. If there are any questions, please feel free to contact me.

Very truly yours,

[Signature]

Robert F. Baldwin Jr.

RFB/

Encl.
RESTATED AGREEMENT

THIS AGREEMENT, by and among the various participating municipal entities organized and existing under the laws of the State of New York, hereinafter called the "Members";

WITNESSETH:

WHEREAS, municipal entities within the Central New York Region have been desirous of improving management controls over employee benefits which should reduce the cost of providing employee benefits by cooperatively engaging in a group benefits program; and

WHEREAS, such entities created a program which enables municipal corporations within the Central New York Region to cooperatively provide benefits including, but not limited to, health and dental coverage to their employees; and

WHEREAS, to effectuate the foregoing, the parties hereto desire to enter into a revised intermunicipal joint service agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties do mutually agree as follows:

ARTICLE I

Definitions

Section 1. Member. The term "Member as used herein, unless the context indicates otherwise, shall mean and include all municipal corporations and public authorities, and such other public agencies as from time to time may be added by the Board of Directors, within the Central New York Region, which, by virtue of resolution of their governing body, have elected to participate in a program as previously established by the Members, and meet the qualifications for membership as established by the Board of Directors and have been duly accepted as members by act of the Board of Directors.

Section 2. The Board of Directors. The term "Board of Directors" as used herein shall mean the body of officials designated in Article III of this agreement who shall have overall supervision, control policy making authority regarding this agreement and all programs implemented and continued hereunder.

Section 3. Benefits Manager. The term "Benefits Manager" as used herein shall mean the person or persons designated in Article IV of this agreement, together with successors designated in the manner provided herein.

Section 4. Agreement. The term "Agreement" as used herein shall mean and include this instrument, including any amendments and modifications hereto.
ARTICLE II

Creation and Name Of Group

Section 1. The parties hereto declare that they have established an intermunicipal joint service agreement pursuant to General Municipal Law Article 5 to benefit the Members who participate in the group benefits programs.

Section 2. This plan shall be known as ONONDAGA COUNTY MUNICIPAL EMPLOYEE BENEFITS AGREEMENT (hereinafter referred to as “OCEBA”).

ARTICLE III

Board of Directors - Composition and Term

There shall be a Board of Directors appointed under the terms of this Agreement for the purpose of exercising supervision, control and policy making authority over the programs implemented and continue pursuant to this agreement.

Composition There shall be a five member Board chosen by a majority of the Members of OCEBA.

Term: The term of each Director shall be 5 years. The Board shall allocate to existing Board members the duration of their term so that one term expires each year. The first term shall end on December 31, 2019. For subsequent terms, Directors shall be elected by majority vote of the Members of OCEBA (as defined in Article I Section 1 of this Agreement) casting votes. Each Member shall be eligible to cast one vote for each vacant position.

Vacancies: Vacancies occurring by reason other than expiration of term shall be filled by appointment of the OCEBA Members. Appointees shall serve for the unexpired portion of the vacated term. Thereafter, said position of Director shall be filled by election as provided herein.

Meetings: Meetings shall be held pursuant to rules promulgated by the Board of Directors. However, they shall occur no less than annually and three Directors shall constitute a quorum to transact business.

ARTICLE IV

Powers of Board of Directors

Section 1. The Board of Directors shall have full and exclusive authority to administer this Agreement in accordance with the terms and conditions hereof. The Board of Directors may establish reasonable classifications of Members and reasonable standards for granting or denying participation in OCEBA. The Board of Directors shall determine all questions of participation and eligibility, methods of providing or arranging for benefits, and all other related matters. It shall have
full power to construe the provisions of this Agreement and the terms used therein. Any such
determination and any such construction adopted by the Board of Directors in good faith shall be
binding upon all of the parties hereto and the beneficiaries hereof.

Section 2. The Board of Directors shall be free to use its own judgment and discretion in all
matters pertaining to the affairs of OCEBA, and the parties hereto agree that neither said Board nor the
individuals comprising said Board shall be personally liable for any actions or omissions. To the fullest
extent permitted by law, OCEBA shall defend and indemnify each person who may serve or who has served
at any time as an officer or director of OCEBA against all expenses and liabilities, including, without
limitation, attorney fees, judgments, fines, penalties and settlement payments, reasonably incurred by or
imposed upon such person in connection with any threatened, pending or completed action, suit or
proceeding in which he or she may become involved by reason of his or her service in such capacity;
provided that no indemnification shall have been finally adjudicated in any proceeding not to have acted in
good faith in the reasonable belief that such action was in the best interests of OCEBA; and further provided
that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors
who are not at that time parties to the proceeding. The indemnification provided herein shall inure to the
benefit of the heirs, executors and administrators of the persons entitled to indemnification hereunder. The
right of indemnification under this Section shall be in addition to and not exclusive of all other rights to
which such person may otherwise be entitled.

Section 3. The Board of Directors shall have the right to levy assessments upon
Members when, in its judgment, such assessments are necessary to effectuate the purposes of this Agreement.
Such assessments may include additional payments needed to eliminate or reduce an existing deficit account
balance.

Section 4. The Board of Directors shall have the right to enforce the performance of all
obligations herein and to institute proceedings of any nature whatsoever to enforce the same.

Section 5. The Board of Directors shall have the power to make rules and regulations for
the government, management and administration of OCEBA, and to carry out the provisions of this
Agreement.

Section 6. The Board of Directors may, through employment or contract, retain such
consultant, clerical, fiscal and claims administrative services as may in its discretion be proper or necessary
for the sound and efficient administration of OCEBA.

Section 7. The Board of Directors shall have the power to invest and reinvest any
moneys received hereunder which, in their sole and absolute discretion they consider not being required for
current expenditures, in federally insured savings accounts, bank certificates of deposit,
or in bonds or other obligations of the United States or other investment grade securities
permitted by the Comptroller of the State of New York, or an approved cooperative investment program
containing such items of investment, and may sell or otherwise dispose of such certificates of deposit, bonds
or other obligations at any time and from time to time as they see fit.

Section 8. The Board of Directors shall be authorized to purchase stop-loss insurance
on behalf of the plan.

Section 9. Any instrument or document in writing may be signed, executed, verified,
and delivered on behalf of the plan by the Board of Directors as they may from time to time determine.

ARTICLE V

The Benefits Manager

Section 1. The Board of Directors shall either appoint or retain a Benefits Manager. The Benefits Manager shall manage and administer the program of benefits and other activities as directed by the Board of Directors.

Section 2. The Benefits Manager shall report to the Board of Directors at the times and in the manner so prescribed by the Board of Directors, on all matters relating to the effective management of OCEBA.

Section 3. The Benefits Manager shall maintain communications with Members as well as other providers of service to OCEBA as directed by the Board of Directors.

Section 4. The Benefit Manager's fees and expenses shall be paid out of OCEBA funds including, but not limited to:

(a) Staff Expenses
(b) Administrative costs incurred on behalf of administration of OCEBA

ARTICLE VI

Purpose of Agreement and Application of Fund

Section 1. The purpose of this Agreement shall be to provide Members with an opportunity to participate in a cooperative program for providing employee benefits (hereinafter referred to as the "Program"). A plan is hereby established by the parties for providing employee health benefits subject to change from time to time if, in the judgment of the Board of Directors, improvements can be made in the provision of health benefits. The Board of Directors shall also establish, maintain and enforce a system of management control in order to provide Members the most cost effective benefit programs. The Board of Directors may establish and design health benefit plans to be offered to Members for participation, and establish premium rates for participating Members on the basis of methodology recommended by the Benefits Manager.

Section 2. The Members of OCEBA shall contribute to the OCEBA such moneys as determined by the Board of Directors or their authorized designee to be necessary to establish, maintain and manage a group benefits Program for each Member. Said payments and/or assessments shall be made at such times and in such a manner as shall be determined by the Board of Directors.

Section 3. The Board of Directors shall establish, maintain, and manage a group benefits Program for its Members as follows:

-4-
(a) The Board of Directors shall promulgate rules and regulations necessary to establish a Program for providing employee benefits and administer and coordinate this Program to assure its proper execution. The Board of Directors or their designee shall periodically, but not less than annually:

(i) review and approve loss records and management reports;

(ii) make management recommendations which shall be adhered to by the Members;

(iii) review and discuss all pertinent management recommendations to determine their practicability;

(iv) establish programs to educate Members and their employees regarding the benefits provided;

(v) study the utilization of benefits for the purpose of devising methods to improve coverage and reduce costs through loss prevention; and

(vi) take such other action as they deem necessary to institute guidelines for the prevention of accidents and losses by the participating Members.

(b) The Board of Directors and/or their designee shall set contribution levels and standards of performance as a condition for initial participation and continuing participation in the Program. A Member shall comply to the fullest extent with these standards and the Board of Directors shall have the power to expel a Member from the group for non-compliance. The Board of Directors shall maintain records to evaluate compliance with the standard of performance.

(c) The Board of Directors will make or cause to be made periodic inspections of the Members' records relating to the Agreement to determine compliance by individual Members, as well as OCEBA as a whole. Nothing contained in this Agreement, however, shall be construed to waive any right a covered person who is an employee of a Member possesses with respect to the confidentiality of medical records and that such right may only be waived upon the written consent of such covered person.

(d) The Board of Directors and/or their designee shall render quarterly reports to the Members of the activities of OCEBA and disbursement of funds received. In addition, an annual report covering programs, financial results and any other information deemed necessary and appropriate by the Board of Directors shall be rendered by the Board of Directors and/or their designee.

(e) The Board of Directors may retain and employ providers of service, on such terms and conditions as they deem appropriate, to assist in establishing, maintaining and managing the Program. All costs related to said service shall be paid for out of OCEBA funds, as more fully set forth below.
Section 4. The Board of Directors or their designee shall use and apply the funds received by them:

(a) To pay or provide for the payment of all reasonable and necessary expenses of administering the affairs of OCEBA including, without limitation, all expenses which may be incurred in connection with the establishment and extension of OCEBA, reimbursement to OCEBA of its costs and expenses in connection with the development of OCEBA, both before and after the establishment of OCEBA, the employment of such administrative, legal, expert and clerical assistance, the leasing of such premises and the purchase or lease of such materials, printed matter, supplies and equipment as the Board of Directors, in their discretion, find necessary or appropriate in the performance of their duties.

(b) To establish and collect sufficient funds to pay claims and expenses in an amount which the Board of Directors may deem advisable to carry out the purposes of OCEBA for each Member. Such deposits shall be used by the Board of Directors in their discretion for the purposes described in the previous paragraph (a).

(c) To make refunds from OCEBA funds, as the Board of Directors may determine are due and owing, to Members in good standing. For the purpose of the refunds, the Board of Directors, in its sole discretion, may establish separate categories of Members based upon:

(i) the plan of benefits coverage enjoyed by the Members;

(ii) the length of time the Members shall have subscribed to this Agreement; and

(iii) any other criteria which the Board of Directors may establish or deem relevant. The Board of Directors may make refunds of varying amounts to each such category of Members, and may make refunds to one or more category of Member, without making refunds to other categories of Members.

Section 5. All moneys received by the Board of Directors or their designee hereunder as part of OCEBA shall be initially deposited in such bank or banks as the Board of Directors may designate for that purpose, and all withdrawals of moneys from such depositories shall be made only by check, signed by a person or persons authorized by the Board of Directors to sign and countersign, or electronic means as authorized by the Board of Directors.

Section 6. Each person who is authorized to sign and countersign checks as specified in Section 5 of this Article VI or who may be engaged in handling moneys or securities held by OCEBA, shall be bonded at the expense of OCEBA by a duly authorized surety company in such amount or amounts as may from time to time be required by the Board of Directors.

Section 7. Title to all of the moneys paid into OCEBA and all of the property of OCEBA shall be vested in and remain exclusively in OCEBA, and no Member shall have any right, title or interest in or to any of the properties of OCEBA or any part thereof, it being understood and agreed that the interest of the Members and other persons claiming through them, shall be limited solely to benefits provided and expenses incurred hereunder. It is the intention of the parties hereto that OCEBA shall exist, until terminated as
provided herein, for the sole and exclusive benefit of the parties to this Agreement, and no benefits or moneys or property of this OCEBA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempts to do so shall be void.

ARTICLE VII

Participation in OCEBA

Section 1. Eligibility. An eligible participant, which adopts and subscribes to this Agreement and requests inclusion in the group benefits program shall participate in OCEBA provided that said applicant is accepted for membership by act of the Board of Directors and that the Member complies with such rules for participation in OCEBA as may from time to time be adopted by the Board of Directors. The Board may establish such conditions for membership as are reasonably necessary to provide adequate protection for its members.

Section 2. Continuance of Participation in the Program. A Member who participates in the Program in accordance with the provisions of this Article VII shall continue to participate in OCEBA until participation is terminated as provided in Section 3, 4 or 5 of this Article VII.

Section 3. Termination of Qualifications for Participation in the Program. A Member shall cease to qualify for participation in OCEBA when it fails to comply with the provisions of this Agreement, or such Rules and Regulations as may be issued from time to time by the Board of Directors, including the failure to comply with a resolution of the Board or an agreement made with the Board regarding a deficit account balance and payments required to remove the deficit. It is understood and agreed that the Board of Directors shall determine when a Member has failed to comply with the provisions of this Agreement, or Rules or Regulations promulgated thereto. Such reasonable and good faith determination by the Board of Directors shall be accepted by the terminated Member as final.

Section 4. A Member in good standing may voluntarily terminate its participation in OCEBA upon not less than ninety (90) days prior written notice to the Board of Directors.

Section 5. Termination of Participation in this Program. Upon termination of a Member from participating in OCEBA, whether through disqualification or upon written notice, all of its right, title and interest in and to OCEBA shall terminate except that the member shall be entitled to receive its share of any refund, [as set forth in Section 4(c) of Article VII] previously declared due and owing the Members by the Board of Directors but which has not been paid, and shall be required to remit to OCEBA any deficit balance relating to its account. The determination of the Board of Directors in this respect shall be conclusive. The Member and Board of Directors shall enter into a Termination Agreement pursuant to which the Board of Directors and Benefit Manager shall retain any surplus balance due the Member for payment of claims, fix a date forward from the date of termination depending on the claim limit period for the Member (the “Claim Termination Date”) and pay accrued claims from the retained surplus during that period. In the event that there is no retained surplus sufficient to pay the estimated accrued claims or any deficit balance owing as of the date of termination, the Termination Agreement shall also contain provisions relating to the payment of such claims or deficit balance. At the Claim Termination Date, the Board of Directors shall remit to the Member any remaining surplus and the Member shall pay to OCEBA any negative balance as of that date as provided in the Termination Agreement and the Rules and Regulations adopted by OCEBA. OCEBA shall deny all claims received after the Claim Termination Date unless the date has been extended by mutual agreement.
ARTICLE VIII

Audits and Reports

The Benefits Manager and/or their designee shall keep true and accurate books of account and records of all its transactions, which can be audited by such person or corporation selected by the Board of Directors as directed by said Board. A statement of the results of said audit shall be made available for inspection by Members. The Benefits Manager shall, upon the request of the Board of Directors and at reasonable intervals, furnish reports representing the status of OCEBA, the application of the contributions received, and such other pertinent information regarding the operation of OCEBA and the benefits obtained hereunder.

ARTICLE IX

Fiscal Year and Annual Meeting

At least once each year, Board of Directors shall conduct an annual meeting pursuant to Rules and Regulations promulgated by the Board and open to attendance by all participating Members of OCEBA. The Board shall appoint a date, time and place for said meeting however, it shall take place no later than ninety (90) days after the close of business for the fiscal year of OCEBA. The following items shall be put before the membership for consideration pursuant to Rules and Regulations promulgated by the Board:

(a) The record of Claims for each participant
(b) The contributions of each participant
(c) The anticipated contribution of each participant for the following year.
(d) Recommendations of the Benefits Manager regarding utilization of benefits and improvements of such benefit utilization and cost reductions.
(e) Any audit if performed pursuant to direction of the Board of Directors
(f) Such other matters as the Board deems appropriate.

A summary of items (1-4), as set forth above, shall be distributed to the participating Members of OCEBA no less than 7 days prior to the annual meeting.

ARTICLE X

Amendments

Section 1. This Agreement may be amended to any extent at any time, and from time to time, by the Board of Directors; provided, however, that no amendments shall be made which will deprive the members of any refunds to which they are entitled.
Section 2. Notwithstanding any other provisions to the contrary, the parties hereto agree that the Board of Directors may amend this Agreement at any time to comport with the requirements of law as set forth in statute, local law, rules, regulations, decisions, or opinions of counsel to the Board of Directors.

Section 3. The Board of Directors shall forthwith notify the members and providers of service of any and all amendments adopted.

ARTICLE XI

Termination and Duration of OCEBA

Section 1. OCEBA may be terminated at any time by the Board of Directors.

Section 2. Unless sooner terminated as provided herein, OCEBA shall terminate by issue of time ninety-nine (99) years from the date first above written.

Section 3. In the event of termination of OCEBA by lapse of time or otherwise, the Board of Directors shall apply all funds to pay any and all obligations of OCEBA and distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of OCEBA.

Section 4. Upon termination of OCEBA by lapse of time or otherwise, the Board of Directors shall forthwith notify each Member and at that time, any other person, firm or corporation with whom they are dealing, and shall continue as Board of Director for the purpose of dissolution, and may take any action appropriate or required to terminate the affairs of OCEBA.

ARTICLE XII

Miscellaneous

Section 1. The Member shall furnish to the Board of Directors such records and any other information that the Board of Directors and/or their designee may require in connection with the establishment and administration of OCEBA. The Board of Directors and/or their designee shall have the right to inspect and to audit at all reasonable times such records of each Member as are pertinent to the accuracy and comprehensiveness of any report required by the Board of Directors. All members are obligated to abide by all federal, state and local laws, regulations and rules, including but not limited to the CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT of 1985 and the TAX EQUITY and FISCAL RESPONSIBILITY ACT of 1982, as amended, whether or not, by their terms, apply to any individual Member.

Section 2. This Agreement shall be for a term of five years, said term to commence on the date the Agreement is executed by each respective Member and to end on a date five years from the date of execution and shall automatically renew for an additional five year term thereafter until membership is terminated pursuant to the provisions of this Agreement.

Section 3. The Agreement shall be construed and interpreted in accordance with the laws of
the State of New York.

Section 4. Wherever any words are used in this Agreement in the masculine gender they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Agreement in the singular form they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this Agreement in the plural form they shall be construed as though they were also used in the singular form in all situations where they would so apply.

Section 5. No waiver. No Waiver by the Board of Directors or Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge, whether of the same or of a different section, subsection, paragraph, clause, phrase, word or other provision of this agreement required of it under this agreement or by law. The failure of any party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements or conditions in this agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement or conditions, but the same shall continue in full force and effect.

Section 6. Severability. If any provision, paragraph, sentence, clause or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause or word had not been contained herein.

Section 7. Duplicate Originals. This Agreement may be executed in two or more counterparts, any of which shall be regarded for all purposes as duplicate originals.

Section 8. All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail postage prepaid, to the respective addresses as may be designated in writing by the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

OCEBA

Dated: ______________, 2019

By: __________________________

Maureen Nosik, Chair

TOWN OF MANLIUS

Dated: ______________, 2019

By: __________________________

Edmond J. Theobald, Supervisor

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On this _____ day of October, 2019, before me, the subscriber, personally appeared Edmond J. Theobald who, being by me duly sworn, deposes and says: That he is the Supervisor of the Town of Manlius (the “Town”), the municipal subdivision of the State of New York named in and which executed the above and within Instrument; that he knows the seal of said Town and that the seal affixed to said Instrument is the seal of the Town; that it was so affixed by the order of the Board of the Town, and that he signed his name thereto by like order;

________________________________________________________________________
Notary Public