

Agenda
Manlius Town Board
December 16, 2020
6:30 PM

1. Virtual Meeting Instructions - December 16th

Documents:

[12-16-20 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Approval Of Minutes - December 2, 2020

Documents:

[12-2-20 DRAFT.PDF](#)

4. Approval Of Abstract # 24

5. Set Date For Town Board Organizational Meeting

6. Comprehensive Plan - Selection Of Consultant

7. Town Historian Report For 2020

Documents:

[TOWN HISTORIAN REPORT FOR 2020.PDF](#)

8. CNY SPCA Dog Control And Dog Cruelty Contracts

Documents:

[CNY SPCA DOG CONTROL AND DOG CRUELTY 2021.PDF](#)
[RESOLUTION - CNYSPCA CONTRACTS - MANLIUS.PDF](#)

9. Highway Superintendent

10. Planning & Development

11. Attorney

12. Town Clerk

13. Police Chief

14. Town Manager

15. Town Board

15.I. Report Of The Planning Process Committee Dec. 2020

Documents:

[REPORT OF THE PLANNING PROCESS COMMITTEE DEC 2020.PDF](#)

16. Supervisor

17. Adjournment

This meeting is being recorded and Live-Streamed. The recording will be broadcast live and will be posted to the Town website at www.townofmanlius.org



December 16, 2020 – 6:30PM

Town Board Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or Enter the meeting URL web address as listed below:

<https://us02web.zoom.us/j/83462024198?pwd=UVRnOEJWWk5WUDEFUYWNMRUVYRk5jQT09>

Password to join when prompted:

Password: 402138

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 834 6202 4198

Press # again to skip the personal id and enter the password below followed by #

Password: 402138

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at <https://zoom.us/test>.

MINUTES
TOWN BOARD
December 2, 2020

The Town of Manlius Town Board live streaming from their homes, with Supervisor Edmond Theobald presiding and the following Board members present:

Karen Green, Councilor
Sara Bollinger, Councilor
Elaine Denton, Councilor
John Deer, Councilor
Heather Waters, Councilor
Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Mike Crowell, Police Chief
Doug Miller, Town Engineer

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

Other persons attending:

1. Introduction of Attendees.

Town Supervisor Theobald introduced the meeting attendees.

2. The Pledge of Allegiance

The Town Board recited the Pledge of Allegiance. Supervisor Theobald, called the meeting to order at 6:30 pm.

3. Approval of Minutes – November 18, 2020

Councilor Green made a motion, seconded by Councilor Bollinger, to approve the minutes of November 18, 2020 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

4. Approval of Abstract # 23

Councilor Bollinger made a motion, seconded by Councilor Green, to approve Abstract # 23 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 23 - 2020		
CODE	FUND	TOTALS
A	General Fund Townwide	\$261,136.58
B	General Fund Town	\$6,017.96
CM1	Police Trust	\$381.28

DA	Highway Fund Townwide	\$31,394.65
DB	Highway Fund Town	\$1,870.56
SD3	Consolidated Drainage # 3	\$2,900.06
SL1	Overhead Lighting	\$1,567.97
SL2	Underground Lighting	\$2,300.81
SL3	Entry Lighting	\$101.63
SL4	Garden Park Lighting	\$624.81
SL5	Ratnaur Bridge Lighting	\$2,625.26
SR1	Manlius Trash District	\$168.44
SR2	Manlius Res Brush District	\$168.44
SS1	Manlius Con Sewer District	\$19.35

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

5. Continuation of Public Hearing – Commercial Zoning Classification Changes

With no further comments from the public, Councilor Bollinger made a motion, seconded by Councilor Green, to close the public hearing at 6:37 PM in the matter of proposed local law 2020-10 Modifying Chapter 155 of the Town of Manlius (Zoning Code).

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger stated that the version of the law attached to the agenda will need a few amendments before the vote.

Councilor Bollinger reviewed the first amendment to the local law:

- Modifying the Whereas paragraph at the bottom of Page 1 of Local Law 2020-10 Modifying Chapter 155 of the Town of Manlius (“Zoning Code”) and adding a table of primary uses permitted in Commercial zoning districts of the Town, to Local Law 2020-10 Modifying Chapter 155 of the Town of Manlius (Zoning Code).

Councilor Bollinger made a motion, seconded by Councilor Denton, to accept an amendment title of Local Law 2020-10 Modifying Chapter 155 of the Town of Manlius (Zoning Code).

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger and Denton reviewed amendments to Exhibit A.

Councilor Denton stated the amendments to Exhibit A consist of modifying language to ensure the language in the definitions are the same as in the code, as well as a couple of errors to be corrected.

Amendments to Local Law 2020-10, Exhibit A.

- Remove Warehouse and Pet Care Services from CA C. 3.
- Remove Warehouses and Pet Care Service from RS C. 3.
- Remove CA. C. 12.

Change CA. D List to:

- Commercial Storage
- Pet Care Services
- Landing Field
- Landscaping Business
- Recreational Vehicle Sales
- Used Vehicle Sales
- Vehicle Repair
- Vehicle Dealerships

CB D. 4. Change Landscaping Sales and Service to Landscaping Business

CB C. 12. Vehicle Businesses Which include Vehicle Dealership, Outdoor Storage of Vehicles, Used Vehicle Sales, Vehicle Repair, and Recreational Vehicle Sales.

ID C. 11. Vehicle Businesses which include Vehicle Dealership, Outdoor Storage of Vehicles, Used Vehicle Sales, Vehicle Repair, and Recreational Vehicle Sales.

Councilor Denton made a motion, seconded by Councilor Waters to accept the list of amendments that Councilor Denton and Councilor Bollinger put forth in exhibit A.

Discussion: Attorney Sutphen stated that the Planning Process Committee has reviewed the draft law and the amendments that were made.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Deer, to approve local law 2020-10 Modifying Chapter 155 of the Town of Manlius (Zoning Code) as presented with approved amendments.

Discussion: Councilor Waters thanked the Planning Process Committee for their hard work on this. Attorney Sutphen noted that Director Capriotti was involved in the drafting of the proposed law.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Supervisor Theobald thanked the Planning Process Committee for their hard work on the review of the Commercial Zoning Code.

Councilor Bollinger stated that the zoning chart was not included in the law but will be available as a reference for developers and residents.

6. Continuation of Public Hearing – Local Law Noise Ordinance Amendment

The public hearing was opened for additional comment.

Charles Ladue, 7470 Collamer Rd., stated it seems there is an isolated issue in the Village of Fayetteville at a boundary with the Town of Manlius. Mr. Ladue asked why the town is compelled to adopt a new noise ordinance with reference to the current Town of DeWitt's. Mr. Ladue stated he is not in support of the change and would like to see more community notification and public discussion. Mr. Ladue feels a great majority of the town is unaware this ordinance was under review and being revised.

Councilor Deer discussed the proposed law and stated that the proposed law is a better version of itself and is more enforceable.

Councilor Deer made a motion, seconded by Councilor Green, to close the public hearing at 6:57 PM in the matter of proposed local law 2020-11 Further Amending Chapter 86 Entitled "Noise Control" of the Code of the Town of Manlius.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Supervisor Theobald stated that discussion of the proposed noise ordinance will be continued at the next meeting.

7. Highway Superintendent

Highway Superintendent, Rob Cushing, stated that OCWA has applied for a road work permit to install a water main on Kimball Rd. in conjunction with a hydrant that was approved earlier this year.

Councilor Waters made a motion, seconded by Councilor Bollinger to authorize the Supervisor to sign the highway road work permit for OCWA to install a water main on Kimball Road.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Highway Superintendent Cushing stated that there are surplus items at the highway garage that he would like to send to auction.

2010 International Plow Truck, cab & chassis with plow and wing, VIN 1HTXHAPT5AJ215773
2007 Ford Crown Victoria Sedan (from Police Dept.), VIN 2FAHP71W47X154366
Saylor Beal shop air compressor
Fisher 9' snowplow with foil
Approximately 20 used truck tires

Councilor Waters made a motion, seconded by Councilor Bollinger, to declare the following Highway Department items as surplus:

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Green, to send the highway surplus items to auction.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries

8. Planning & Development

Town Engineer Miller stated that construction has started on the dental office on N. Burdick St. Engineer Miller stated that there are several projects before the planning board.

9. Attorney – No New Business

10. Town Clerk – No New Business

11. Police Chief – No New Business

12. Town Manager – No New Business

13. Town Board

Councilor Waters announced the 3rd listening session “Our History” featuring our Town Historian Barbara Rivette.

Councilor Deer stated that he continues to work on obtaining quotes for improving the audio quality in the board room in anticipation of the return to in-person meetings.

Councilor Denton stated she attended the Critical Response Committee (CRC) meeting last night along with Supervisor Theobald and Councilor Green. Councilor Denton stated Dr. Gupta discussed the COVID-19 response in Onondaga County.

Councilor Denton stated more residents are calling about chickens and goats in the community so she will be working with Attorney Frateschi and Code Officer Capriotti to review the town code on the question of pets and farm animals.

Councilor Kriesel stated that Sustainable Manlius’ is meeting on December 3rd and the Climate Smart Communities initiative is moving forward.

Councilor Bollinger stated that the Salt Springs Water District public comment period closed Monday November 30th. Councilor Bollinger stated they received comments and the answers to those comments will be posted to the Salt Springs Water District website.

Councilor Bollinger stated the board will need to have an executive session to discuss some letters of interest for comprehensive planning RFP.

Councilor Bollinger reminded people during this time of the year about the Meals on Wheels of Eastern Onondaga County, F-M Food Pantry and Heavens Food Pantry and asked residents to support those groups.

Councilor Green thanked Capital Shafer for organizing another successful CRC meeting.

Councilor Green stated the annual Manlius Historical Society Festival of Miniature Trees will take place online this year. Councilor Green stated you can view the trees on the Manlius Historical Society Facebook page and bid until Friday December 11th.

Councilor Waters stated the town is still excepting letter of interest for the communications work the town is looking to take on and this information is on the town website.

14. Supervisor

Supervisor Theobald thanked Dr. Gupta for the information she shared during the CRC meeting and encourage residents to stay safe.

15. Adjournment

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Bollinger the Board voted unanimously to adjourn regular session at 7:22 PM to enter executive session to discuss the appointment/employment of a particular person or Corporation.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

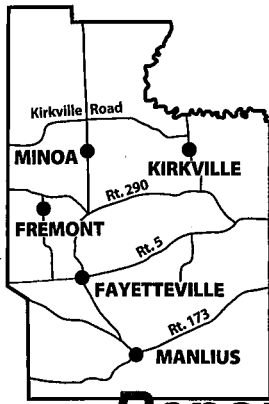
EXECUTIVE SESSION MEETING MINUTES

**Executive Session
December 2, 2020**

The Town Board re-entered regular session at 7:51 PM.

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Denton, the Board unanimously voted to adjourn the executive session at 7:52 PM.:

Submitted by:
Town Manager
Ann Oot



Manlius Town Historian

Barbara S. Rivette

301 BROOKLEA DRIVE ■ FAYETTEVILLE, NEW YORK 13066

Report of the Manlius Town Historian for 2020

How does one describe 2020 ?

“Unusual” will have to do until I think of a better word.

I’ve done meetings via Zoom, meetings on the telephone, and had meetings cancelled “until a better time.”

During the year I did research by internet and with telephone interviews. I’ve developed “fact sheets” relating to local events and people. I’ve certainly tried to keep track of the local events – and non-events.

Describing the empty parking lots at businesses and industries during the initial shut-down can not adequately convey the “empty feeling”: of the silent and car-less main streets of Manlius, Fayetteville and Minoa in March and April.

In contrast to the empty parking lots of the spring, there were the traffic jams and “closed” signs at Green Lakes State Park on many summer Sunday afternoons as the “keep your distance” regulations were followed once local activities were resumed in July and August.

Throughout the year, I sorted reference material, sending some on to other locations, and conferred with other historians. When appropriate I participate in several locally-oriented chat groups on the internet.

I concentrated my research on Kirkville in response to several requests for specific information. Kirkville is an unincorporated settlement that ranks among the earliest centers of population in the county. It has had a school, church and graveyard, but never attained the self-governing legal status of an official village. Nevertheless, with a post office established in 1824, residents of a wide rural area in northeastern Onondaga and part of Madison county use Kirkville as the definition of their “home town.”

I respond to all the inquiries received by the Manlius Historical Society, sorted and filed their accessions and attended their meetings when held.

The virus cancelled the formal activities related to the Erie Canal although it became very well used during the shut-down and as usual is in daily use throughout the year.

I deeply appreciate the cooperation of the people in the Manlius Town Hall who have faithfully responded to the “public” that inquires for the historian and sometimes leaves large and small objects.

How to describe 2020 ? Memorable.

December 5, 2020

Barbara S. Rivette, Manlius Town Historian



CNYSPCA
Promoting Kindness to Animals
5878 E. Molloy Road
Syracuse NY 13211

315-454-4479
315-454-4908 (fax)

Town of Manlius
Town Clerks Office

SEP 28 2020

Received and Filed

To Whom It May Concern:

Enclosed please find the 2021 contracts for Dog Control and Animal Cruelty to be signed and returned. Should you have any questions please don't hesitate to contact us.

Thank you,

Dee Schaefer
CNY SPCA

2000/01/01
2000/01/01

2000/01/01

2000/01/01

2000/01/01

**Contract between Central New York Society For The Prevention of Cruelty to Animals
and the Town of Manlius**

THIS AGREEMENT is dated and effective as of January 1, 2021 and is entered into by and between Town of Manlius, a municipality of the State of New York, with its principal offices located at 301 Brooklea Drive, Fayetteville New York 13066 (hereinafter referred to as the "Municipality") and **Central New York Society for the Prevention of Cruelty to Animals** ("Contractor" or "CNYSPCA") with the office located at 5878 East Molloy Road, Syracuse, New York 13211.

WHEREAS, the Municipality is in need of a contractor who will provide "Dog Control" services for the Town of Manlius, and including the Villages of Manlius, Fayetteville and Minoa, which Villages the Town of Manlius Provides service to; and

WHEREAS, it is the intention of the Municipality to retain the CNYSPCA to provide Dog Control Services as described at §2(b) hereof (hereinafter the "Services");

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective January 1, 2021 and remain in effect through December 31, 2021.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

- a. Promptly respond to, enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Municipality pertaining to dogs, which are reported to CNYSPCA and which are occurring within the boundaries of Town of Manlius and including the Villages of Manlius, Fayetteville and Minoa. Such Services will include, as necessary, those services the Town of Manlius is required to provide under the foregoing laws including, without limitation, the seizure, removal and shelter of any dog found to be the subject of a violation of the above referenced law; and
- b. Work in conjunction with local police and Municipality as is deemed necessary by CNYSPCA
- c. All dogs brought to the shelter by a dog control officer shall be accompanied by Form approved by the NY State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

- d. The redemption period will commence from the date of delivery of the dog to the CNYSPCA by a duly appointed dog control officer of the Municipality.
- e. All dogs shall be vaccinated, if warranted, upon arrival at the shelter by the CNYSPCA at its own cost and expense.
- f. All dogs shall be spayed or neutered, if warranted, after the legally prescribed redemption period or prior to adoption by the CNYSPCA at its own cost and expense.
- g. The shelter shall at all times during the term of this agreement be under the care of a competent employee and shall be open to the public Monday, Wednesday, Thursday 10:00am – 5:00pm; Friday and Saturday from 10:00am – 4:00pm, except for legal holidays at which time the shelter will be closed.

3. FEE & PAYMENT:

- a. The compensation for CNYSPCA'S rendering of the Services shall be Twenty-Seven Thousand Eighty-Seven (\$27,087) for the term of this Agreement. Payment under this Agreement shall be made thirty (30) days from the effective date of this Agreement.

As a separate and distinct charge, the following fee(s) shall apply to the dog's owner:

- 1. \$45.00 redemption fee if the dog is redeemed within the first 24 hours, to be collected by the CNYSPCA;
- 2. \$90.00 redemption fee if the dog is redeemed there-after, to be collected by the CNYSPCA;
- 3. \$10.00 rabies vaccination fee should there be no current and verifiable vaccine history, to be collected by the CNYSPCA;

As a separate and distinct charge, the following fee(s) shall apply to the Town of Manlius:

Any un-owned dog ordered held for a rabies quarantine and observation by any Police Officer, Dog Control Officer or Agent of the Town of Manlius acting pursuant to his or her duties, a fee of \$100.00 for the 10-day hold will be the responsibility of the Town of Manlius and billed on a monthly basis, unless Onondaga County Health Department Animal Disease Control (OCHD-ADC) assumes such responsibility for such action. Under those circumstances CNYSPCA shall waive the fee it will be absorbed by OCHD-ADC.

All other terms and conditions of the original Contract shall remain the same and in full force and effect.

4. INDEMNIFICATION:

CNYSPCA agrees that it shall defend, indemnify and hold harmless Municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by CNYSPCA or failure on the part of CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.

5. CNYSPCA STATUS:

- a. It is intended by both CNYSPCA and Municipality that CNYSPCA's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between CNYSPCA and Municipality.
- b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that they are an employee of Municipality.
- c. Municipality agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CNYSPCA will indemnify, defend and hold the municipality from all loss or liability incurred as a result of not making such payments or withholdings.
- d. CNYSPCA understands, and represents to Municipality, that all such employee benefits, insurance and tax payments are the sole responsibility of CNYSPCA.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges CNYSPCA's independent contractor status it is agreed that both Municipality and CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- f. Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entitles relating to such employment and Civil Rights requirements.

- h. Each and every provision of law and clause required by law to be inserted in services contracts with New York municipalities shall be deemed to have been inserted herein. In addition, if any such provision or clause is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith or shall otherwise be deemed to make such insertion.

7. INSURANCE:

- a. CNYSPCA shall maintain general liability insurance and will provide the municipality with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate throughout the term of this Agreement. CNYSPCA agrees to have the municipality named as an "additional insured" on the general liability policy and to provide the municipality with endorsements, unconditional certificates or similar conclusive evidence from said insurance company or companies showing the proof of insurance as stated heretofore.
- b. CNYSPCA shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law, and to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

9. TERMINATION:

- a. This Agreement may be terminated by either party giving to the other at least ten (10) calendar days prior written notice of termination in the event of a default in the performance of any of such other party under this Agreement and its failure to cure same within such ten (10) day period obligations under this Agreement.
- b. Upon termination, CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon termination, CNYSPCA shall immediately deliver to Municipality all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

10. LICENSES AND PERMITS:

CNYSPCA represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

11. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

DATED: _____

**CENTRAL NEW YORK SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

By: _____

Title: _____



THIS AGREEMENT, made this, 1st day of January 2021 by and between the TOWN OF MANLIUS a municipal corporation in the State of New York, hereinafter called the "MUNICIPALITY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA" **WITNESSETH**

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

That the CNYSPCA will promptly respond to, investigate violations and enforce the provisions of Article 26 of the Agriculture and Markets Law of the State of New York reported to it by the Municipality occurring within the boundaries of the Municipality. Such services will include (if necessary) seizure of, removal and shelter of any animal found to be the subject a violation of the above mentioned law.

The Municipality shall pay to the CNYSPCA the sum of **\$5,826.60** for such services for the calendar year 2021. Payment shall be made annually by February 14, 2021.

This shall be considered as additional and separate services provided in addition to any other Agreement for services between the parties.

The CNYSPCA shall have the absolute right to terminate this agreement and such action shall not be deemed a breach of contract. The CNYSPCA may terminate this agreement with 30 days noticed delivered or mailed to the Municipality.

The CNYSPCA agrees that it shall defend , indemnify and hold harmless the municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgements arising occurring or resulting from or out of the work of the CNYSPCA and its agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or

failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms, or conditions of this agreement.

The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the municipality.

The CNYSPCA is insured for acts or omissions of its employees with proof of insurance to be provided upon the execution of this contract.

This agreement shall commence on January 1, 2021 and shall continue to and including December 31, 2021.

IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.

DATED: _____

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

**CENTRAL NEW YORK SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS**

By: _____

Title: _____

IN THE MATTER
Of
AUTHORIZING THE SUPERVISOR TO
SIGN AN AGREEMENT WITH THE
ONONDAGA COUNTY SPCA FOR
ENFORCEMENT SERVICES UNDER
ARTICLE 26 AND ARTICLE 7 OF THE
AGRICULTURE AND MARKETS LAW

RESOLUTION

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met virtually in regular session online, on the 16th of December, 2020, 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
Sara Bollinger	Councilor
John Deer	Councilor
Elaine Denton	Councilor
Karen Green	Councilor
Katelyn Kriesel	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town of Manlius has contracted in the past with the Central New York Society for the Prevention of Cruelty to Animals (the “CNYSPCA”) to investigate and enforce Agriculture and Markets Law violations under Article 7 (dogs running at large) and Article 26 (cruelty of animals, among other provisions);

WHEREAS, two contracts have been placed before the Town Board to consider that would continue this investigation and enforcement responsibility and relationship between the CNYSPCA and the Town;

WHEREAS, the services provided for Article 7 investigation and enforcement will cost \$27,087 annually and services provided under the Article 26 investigation and enforcement will cost \$5826.60 annually;

WHEREAS, enforcement of these provisions of the Agriculture and Markets Law are a vital service to the people of the Town of Manlius and the animals that are in the Town;

NOW THEREFORE BE IT,

RESOLVED, that the Town of Manlius hereby authorizes the Town Supervisor to enter into the following agreements with the CNYSPCA:

1. Services to investigate and enforce violations under Article 7 of the Agriculture and Markets Law in the amount of \$27,087;
2. Services to investigate and enforce violations under Article 26 of the Agriculture and Markets Law in the amount of \$5826.60; and be it

FURTHER RESOLVED, that the Supervisor is authorized to take any, and all, steps necessary to implement these contracts.

I, ALLISON 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 16th day of December, 2020; 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 16th day of December 2020.

DATED: December 16, 2020
Manlius, New York

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



Report of the Planning Process Committee

December 2020

Background

The Town Board created the Planning Process Committee to 1) review current Town Code and Planning and Zoning processes/procedures 2) identify possible gaps and opportunities for improvement 3) recommend next steps.

Purpose

The purposes of the Planning Process Committee are 1) to improve the experience of residents and property owners during their interactions with the Town Planning & Development Department 2) create clearer guidance for Planning & Development staff for the granting of permits and code enforcement.

Accomplishments

1. The Town Clerk engaged a specialty firm called General Code to do a comprehensive review of current Town Codes to identify inconsistencies and areas where our code is no longer in conformance with State or Federal rules which change over time.
2. The Town Board amended the Sign Ordinance, Section 155-26, to remove some unnecessary provisions and create some limitations on temporary signs with local law 2019-7.
3. The Assessment Department performed an audit of property assessments to insure the accurate enrollment of parcels in various Special Districts such as water, sewer and drainage. To date, audits have been completed for water districts.
4. The Planning & Development Department created an interactive on-line Zoning Map on eCode 360. <https://ma1592.zoninghub.com/zoningmap.aspx>

5. The Town Board delegated authorization to grant Special Use Permits, Section 155-27, to the Planning Board with local law 2020-6.
6. The Zoning Board of Appeals has revised its calendar for 2021 to meet more frequently during the busy season.

In Process

7. Revisions to the Noise Ordinance.
8. Revisions to the Code regarding chickens and other small farm animals.

Plans for 2021

The Planning Process Committee will focus on improving 'customer experience' with the Planning & Development Department. Reforms such as integrating ZBA and Planning Board schedules, more on-line access and exploration of provisional approval options will be considered.

Transferred to the Comprehensive Planning Committee

Initially, the Planning Process Committee brainstormed an extensive list of land use issues such as protection of forever wild, wetlands and agricultural lands, drainage districts and stormwater management, as well as collaboration with Villages. These will be addressed by the Comprehensive Planning process.

The detailed Code Review scheduled to be completed by General Code will be postponed until such time as the Town Board has implemented changes to the existing Town Codes recommended by the Comprehensive Planning Committee.