

Agenda  
Manlius Town Board  
October 13, 2021  
6:30 PM

1. Virtual Meeting Instructions

Documents:

[10-13-21 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Approval Of Minutes - September 22, 2021

Documents:

[9-22-21 DRAFT.PDF](#)

5. Approval Of Abstract # 19

Documents:

[ABSTRACT 19.PDF](#)

6. 6:35 PM Public Hearing - Minoa Fire Contract 2022

Documents:

[2022 MINOA FIRE BUDGET PRESENTATION.PDF](#)  
[MINOA DRAFT FIRE CONTRACT 2022.PDF](#)

7. 6:40 PM Public Hearing - Manlius Fire Contract 2022

Documents:

[2022 MANLIUS FIRE BUDGET PRESENTATION.PDF](#)  
[MANLIUS DRAFT FIRE CONTRACT 2022.PDF](#)

8. 6:45 PM Public Hearing - Fayetteville Fire Contract 2022

Documents:

[2022 FAYETTEVILLE FIRE BUDGET PRESENTATION.PDF](#)  
[FAYETTEVILLE DRAFT FIRE CONTRACT 2022.PDF](#)

9. Kirkville Fire District 2022

Documents:

[2022 KIRKVILLE FIRE BUDGET PRESENTATION.PDF](#)  
[KIRKVILLE FIRE DISTRICT PROPOSED 2022 BUDGET.PDF](#)

10. Preliminary Budget Presentation
11. Set Date - Public Hearing Preliminary Budget
12. Set Date - Public Hearing Property Tax Cap

Documents:

[2022-\\_\\_ SET DATE PROPERTY TAX OVERRIDE PUBLIC HEARING.PDF](#)

13. Aspinall's Sidewalk Clearing 2021-2022

Documents:

[ASPINALLS SIDEWALK CONTRACT 2021-2022.PDF](#)

14. Austin Meadows, Sec. 5 - Hydrant # 14700

Documents:

[AUSTIN MEADOWS SEC. 5 - HYDRANT .PDF](#)

15. Trash & Brush Contacts Bid Results

Documents:

[TRASH AND BRUSH BID RESULTS.PDF](#)

16. Lower Chittenango Creek Maintenance Agreement 2020-2025

Documents:

[LOWER CHITTENANGO CREEK MAINTENANCE AGREEMENT 2020-2025.PDF](#)

17. Pilot Agreement Renewable Properties Kirkville Road Solar

Documents:

[PILOT LETTER - KIRKVILLE ROAD.PDF](#)

18. Highway Superintendent
19. Attorney
20. Town Clerk
21. Police Chief
22. Town Manager
23. Supervisor
24. 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](http://www.townofmanlius.org)

Please Silence Cell Phones



October 13, 2021 – 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/88324035556?pwd=TUIRbU5jb0JINDJ6bWlyVkVMY0k5dz09>

Password to join when prompted:

Password: **936771**

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: 883 2403 5556

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

Password: **936771**

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  
September 22, 2021

The Town of Manlius Town Board hybrid meeting in-person and virtual live streaming 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  
Ann Oot, Town Manager

Allison A. Weber, Town Clerk  
Rob Cushing, Highway Superintendent

**1. Attendees**

In-Person Meeting Attendees: William Nicholson, Fayetteville. Michael Friend, Fayetteville. Perna Deer, Fayetteville.

Virtual Meeting Attendees: Casey Cleary, Fayetteville. Shane O'Connor, Chris Brown, Joe Durand.

**2. The Pledge of Allegiance**

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

**3. Open Podium - None**

**4. Approval of Minutes – September 8, 2021**

Councilor Green made a motion, seconded by Councilor Bollinger, to approve the minutes of September 8, 2021 as submitted by Town Clerk Weber.

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

Nays: 0

All in Favor.

Motion Carries.

**5. Approval of Abstract # 18**

Councilor Bollinger made a motion, seconded by Councilor Green, to approve Abstract # 18 in the amount of \$789,105.74 as submitted by Town Clerk Weber.

TOWN OF MANLIUS  
Fund Summary  
Abstract # 18 - 2021

| CODE | FUND                       | TOTALS       |
|------|----------------------------|--------------|
| A    | General Fund Townwide      | \$53,914.33  |
| B    | General Fund Town          | \$9,765.94   |
| CM1  | Police Trust               | \$381.28     |
| DA   | Highway Fund Townwide      | \$238,882.27 |
| DB   | Highway Fund Town          | \$199,665.75 |
| SD1  | Consolidated Drainage # 1  | \$131,349.57 |
| SR1  | Manlius Trash District     | \$112,500.67 |
| SR2  | Manlius Res Brush District | \$12,534.33  |
| SW2  | Manlius Con Water District | \$29,660.34  |
| W80  | Schepp Water District      | \$213.80     |
| W90  | Watervale Water District   | \$36.82      |

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

Nayes: 0 All in Favor. Motion Carries.

#### **6. Set Date Fayetteville Fire Contract 2022**

Councilor Denton made a motion, seconded by Councilor Bollinger, to set a date for a public hearing on October 13, 2021 at 6:45 pm in the matter of the 2022 Fayetteville Fire Protection Contract.

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

Nayes: 0 All in Favor. Motion Carries.

#### **7. CNY Stormwater Coalition Staff Services and Education**

Councilor Bollinger stated this a County wide shared program, and the agreement authorizes payment for the Town's participation in the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program.

Councilor Bollinger made a motion, seconded by Councilor Green to enter into a contract with the Central New York Regional Planning & Development Board for the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program of at a rate of \$3,600 annually as outlined in the resolution presented 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.

#### **8. Considering a Development of a Municipal Building Located at 5440 N. Burdick St. (086.-02-06.1)**

Attorney Tom Cerio, representing Twin Shores Properties LLC, gave a brief presentation on the proposed municipal building location. Mr. Cerio stated the Twin Shores Properties group includes Dave Neuman, John Charters and Phil Hoss. Mr. Cerio stated that the developer is requesting a

resolution to allow Twin Shores Properties and the Town's designee to enter negotiations for a long-term lease for the Burdick St. location.

Councilor Deer discussed the need for a new municipal building and why the current building is not meeting the needs of the town. Councilor Deer stated it is time to bring this proposal to the residents of the town and explore options.

Discussion ensued among the board concerning the proposed municipal building. Board Members individually discussed their concerns and support for exploring the proposed private public partnership further.

Councilor Deer stated that the attorney for the Town would be authorized to begin negotiations with the developer to determine the cost associated with the development of the new town hall and a lease shall be developed with the detail and terms and conditions associated with the rental of a new town hall. Said lease will be brought before the town board for final approval and the lease will be subject to a mandatory referendum.

Councilor Deer made a motion, seconded by Councilor Green to accept the resolution as presented to authorize the Attorney for the Town to enter negotiations with Twin Shores Properties LLC to determine the costs and negotiate a lease for a new town hall that would require a mandatory referendum.

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

Nayes: Councilor Denton.

6 to 1 Motion Carries.

#### **9. Presentation of Tentative Budget**

Supervisor Theobald presented the 2022 tentative budget to Town Clerk Weber. Supervisor Theobald discussed the tentative budget process. Supervisor Theobald stated that he would like to keep the tax rate increase to a minimum.

#### **10. Input on the I-81 Project**

Councilor Bollinger stated the town has drafted a letter concerning the I-81 Viaduct Project. Councilor Bollinger stated the Town of Manlius and the Town of DeWitt are proposing that the Kirkville interchange be expanded to include an access road directly to the rail yard to reduce truck traffic in the towns.

Councilor Bollinger made a motion, seconded by Councilor Kriesel to authorize the Supervisor to sign the letter as prepared, requesting the Kirkville interchange be expanded to include an access road directly to the rail yard to reduce truck traffic in the towns.

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

Nayes: 0

All in Favor.

Motion Carries.

## **11. Highway Superintendent**

Highway Superintendent Cushing requested a letter of intent with Eagle Associates of Cazenovia for a replacement covering for the Salt Storage Shed. Highway Superintendent Cushing stated by signing the letter of intent now it will save about 20% of the purchase price when purchased in early 2022.

Councilor Bollinger made a motion, seconded by Councilor Deer to authorize the Supervisor to sign the letter of intent to Eagle Associates of Cazenovia subject to an approbation by the Town Board.

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

Nays: 0

All in Favor.

Motion Carries.

## **12. Attorney – No New Business**

## **13. Town Clerk – No New Business**

## **14. Police Chief**

Chief Crowell gave the following report:

1. One new officer is attending the Oswego Police Academy and is doing well.
2. One new transfer officer has begun employment and is in field training.
3. Two new officers have completed the Broome County Police Academy training and are starting field training.
4. One new officer will be starting at the Onondaga County Police Academy in two weeks.

## **15. Town Manager – No New Business**

## **16. Committee Reports**

### **Solar Study Group**

Councilor Bollinger stated the Solar Study Group met on Monday with a NYSERDA representative and discussed Community Host Agreements.

### **Comprehensive Planning Group**

Councilor Waters thanked the members of the Comprehensive Planning Focus Groups. Councilor Waters stated that on September 27<sup>th</sup> the Environmental Sustainability Focus Group will meet from 6:00 PM to 7:30 PM at the Fayetteville Library. Councilor Waters stated that on September 28<sup>th</sup> the Parents and Caregivers Focus Group will meet at 6:00 at the Fayetteville Library.

## **17. Supervisor**

Councilor Green made a motion, seconded by Councilor Kriesel, to accept the Supervisor's monthly report for August 2021 as presented.

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

Nayes: 0

All in Favor.

Motion Carries.

**18. Adjournment**

There being no further business to come before the Board, upon motion duly made by Councilor Green and seconded by Councilor Kriesel the Board voted unanimously to adjourn regular session at 7:33PM.

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

DRAFT

## \*\* G/L ACCOUNT TOTALS \*\*

| YEAR | ACCOUNT        | NAME                       | AMOUNT     | =====LINE ITEM===== |                            |      | =====GROUP BUDGET===== |                            |      |
|------|----------------|----------------------------|------------|---------------------|----------------------------|------|------------------------|----------------------------|------|
|      |                |                            |            | ANNUAL BUDGET       | BUDGET OVER AVAILABLE BUDG | OVER | ANNUAL BUDGET          | BUDGET OVER AVAILABLE BUDG | OVER |
| 2021 | A00-5.1220.400 | Supervisor - Contractual   | 3,333.00   | 40,000              | 6,643.30                   |      | 89,850                 | 22,479.26                  |      |
|      | A00-5.1220.480 | Supervisor - Payroll       | 1,317.66   | 31,700              | 9,727.55                   |      | 89,850                 | 24,494.60                  |      |
|      | A00-5.1420.483 | Attorney - Town Board      | 5,500.00   | 66,000              | 11,000.00                  |      | 116,000                | 22,232.51                  |      |
|      | A00-5.1440.400 | Engineer - Contractual     | 3,432.50   | 56,400              | 35,961.90                  |      | 69,900                 | 39,223.70                  |      |
|      | A00-5.1620.400 | Buildings - Contractual    | 1,450.00   | 5,000               | 786.80-                    | Y    | 270,130                | 39,713.10                  |      |
|      | A00-5.1620.420 | Buildings - Gas/Electric   | 2,130.12   | 25,000              | 630.06                     |      | 270,130                | 39,032.98                  |      |
|      | A00-5.1620.421 | Buildings - Phone          | 294.03     | 10,680              | 1,191.46                   |      | 270,130                | 40,869.07                  |      |
|      | A00-5.1620.430 | Buildings - Cleaning       | 1,526.25   | 17,550              | 840.83-                    | Y    | 270,130                | 39,636.85                  |      |
|      | A00-5.1620.440 | Buildings - Repairs        | 1,116.88   | 5,000               | 3,733.85-                  | Y    | 270,130                | 40,046.22                  |      |
|      | A00-5.1620.450 | Buildings - Pest Control   | 109.00     | 1,400               | 871.00                     |      | 270,130                | 41,054.10                  |      |
|      | A00-5.1640.410 | Central Garage - Gasoline  | 7,060.62   | 70,000              | 7,334.57-                  | Y    | 73,000                 | 10,225.50-                 | Y    |
|      | A00-5.1670.407 | Central Printing - Copier  | 520.90     | 5,500               | 127.73-                    | Y    | 42,300                 | 13,779.06                  |      |
|      | A00-5.3120.400 | Police - Contractual       | 892.50     | 49,065              | 6,260.56                   |      | 542,663                | 245,798.44                 |      |
|      | A00-5.3120.424 | Police - Building Lease    | 24,166.25  | 103,216             | 6,551.00                   |      | 542,663                | 222,524.69                 |      |
|      | A00-5.3120.461 | Police - Accreditation     | 1,535.50   | 39,837              | 15,783.50                  |      | 542,663                | 245,155.44                 |      |
|      | A00-5.3310.400 | Traffic Control - Contract | 921.03     | 200                 | 2,268.85-                  | Y    | 200                    | 2,268.85-                  | Y    |
|      | A00-5.5132.420 | Garage - Gas/Electric      | 885.59     | 29,500              | 7,066.82                   |      | 68,264                 | 19,463.74                  |      |
|      | A00-5.5182.400 | Street Lighting - Contract | 371.97     | 6,000               | 2,162.08                   |      | 6,000                  | 2,162.08                   |      |
|      | A00-5.9055.800 | Disability Insurance       | 471.58     | 5,700               | 10,853.86                  |      | 5,700                  | 10,853.86                  |      |
|      | A00-5.9060.800 | Health Insurance           | 151,295.62 | 1,982,325           | 422,230.77                 |      | 1,982,325              | 422,230.77                 |      |
|      | B00-5.3620.400 | P & D - Contractual        | 10,433.34  | 85,535              | 21,389.72                  |      | 109,070                | 36,181.49                  |      |
|      | B00-5.8020.450 | Planning - Attorney        | 1,224.00   | 20,000              | 3,898.96                   |      | 21,400                 | 3,146.09                   |      |
|      | B00-5.9055.800 | P & D - Disability Insruan | 19.93      | 260                 | 52.88                      |      | 260                    | 52.88                      |      |
|      | B00-5.9060.800 | P & D - Hospital & Medical | 2,114.97   | 52,116              | 16,161.51                  |      | 52,116                 | 16,161.51                  |      |
|      | DB0-5.9055.800 | Disability Insurance       | 172.69     | 2,000               | 1,102.44                   |      | 2,000                  | 1,102.44                   |      |
|      | DB0-5.9060.800 | Hospital & Medical Insuran | 24,688.84  | 168,589             | 92,609.62                  |      | 168,589                | 92,609.62                  |      |
|      | SD1-5.8540.400 | Drainage - Contractual     | 1,074.00   | 65,775              | 71,231.76-                 | Y    | 65,775                 | 71,231.76-                 | Y    |
|      | SD3-5.8540.400 | Drainage - Contractual     | 770.50     | 88,225              | 36,412.72                  |      | 88,225                 | 36,412.72                  |      |
|      | SL1-5.5182.400 | Street Lighting - Contract | 1,622.72   | 20,000              | 3,501.78                   |      | 20,000                 | 3,501.78                   |      |
|      | SL2-5.5182.400 | Street Lighting - Contract | 2,152.78   | 26,000              | 3,991.82                   |      | 26,000                 | 3,991.82                   |      |
|      | SL3-5.5182.400 | Street Lighting - Contract | 104.81     | 1,200               | 185.57                     |      | 1,200                  | 185.57                     |      |
|      | SL4-5.5182.400 | Street Lighting - Contract | 641.24     | 7,500               | 1,212.91                   |      | 7,500                  | 1,212.91                   |      |
|      | SL5-5.5182.400 | Street Lighting - Contract | 2,438.45   | 31,000              | 6,240.04                   |      | 31,000                 | 6,240.04                   |      |
|      | SR1-5.9060.800 | Hospital & Medical Insuran | 185.87     | 2,477               | 618.55                     |      | 2,477                  | 618.55                     |      |
|      | SR2-5.9060.800 | Hospital & Medical Insuran | 185.87     | 2,477               | 618.55                     |      | 2,477                  | 618.55                     |      |
|      | SS1-5.8120.400 | Sanitary Sewers - O&M      | 19.91      | 0                   | 191.64-                    | Y    | 0                      | 191.64-                    | Y    |
|      | TAD-2.851      | Engineering Deposits       | 1,611.00   |                     |                            |      |                        |                            |      |
|      |                | ** 2021 YEAR TOTALS        | 257,791.92 |                     |                            |      |                        |                            |      |

## \*\* G/L ACCOUNT TOTALS \*\*

| YEAR      | ACCOUNT               | NAME                       | AMOUNT    | *****LINE ITEM***** |                  |           | *****GROUP BUDGET***** |                  |           |
|-----------|-----------------------|----------------------------|-----------|---------------------|------------------|-----------|------------------------|------------------|-----------|
|           |                       |                            |           | ANNUAL BUDGET       | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET          | BUDGET AVAILABLE | OVER BUDG |
| 2021-2022 | A00-2.700             | Rec Dept Clearing Acct     | 22,677.44 |                     |                  |           |                        |                  |           |
|           | A00-5.1010.400        | Town Board - Contractual   | 14.99     | 64,500              | 42,455.70        |           | 66,500                 | 44,803.86        |           |
|           | A00-5.1110.401        | Justices - Office Supplies | 79.00     | 2,800               | 1,886.05         |           | 19,195                 | 17,868.05        |           |
|           | A00-5.1110.404        | Justices - Books/Publicati | 195.50    | 230                 | 34.50            |           | 19,195                 | 17,868.05        |           |
|           | A00-5.1220.401        | Supervisor - Office Suppli | 469.86    | 3,000               | 240.85           |           | 89,850                 | 25,812.26        |           |
|           | A00-5.1220.402        | Supervisor - Seminar/Confe | 17.00     | 2,000               | 1,933.00         |           | 89,850                 | 25,812.26        |           |
|           | A00-5.1220.450        | Supervisor - Contractual S | 679.95    | 4,100               | 3,420.05         |           | 89,850                 | 25,812.26        |           |
|           | A00-5.1330.401        | Receiver of Taxes -Office  | 277.98    | 2,560               | 1,909.18         |           | 6,935                  | 2,994.08         |           |
|           | A00-5.1355.402        | Assessors - Seminars/Confe | 75.00     | 4,000               | 1,779.36         |           | 38,320                 | 6,838.60         |           |
|           | A00-5.1410.401        | Town Clerk - Office Suppli | 76.98     | 2,200               | 3,025.25         |           | 8,387                  | 3,950.98         |           |
|           | A00-5.1410.408        | Town Clerk - Printing/Ads  | 32.78     | 1,200               | 457.78           |           | 8,387                  | 3,950.98         |           |
|           | A00-5.1620.400        | Buildings - Contractual    | 457.60    | 5,000               | 663.20           |           | 270,130                | 41,163.10        |           |
|           | A00-5.1620.405        | Buildings - Information Te | 2,157.74  | 194,500             | 35,626.57        |           | 270,130                | 41,163.10        |           |
|           | A00-5.1620.424        | Buildings - Internet       | 67.80     | 2,150               | 351.08           |           | 270,130                | 41,163.10        |           |
|           | A00-5.1640.411        | Central Garage - Town Veh  | 260.00    | 2,500               | 3,360.96-        | Y         | 73,000                 | 3,164.88-        |           |
|           | A00-5.1670.401        | Central Printing - Office  | 354.95    | 3,000               | 912.35           |           | 42,300                 | 14,299.96        |           |
|           | A00-5.3120.400        | Police - Contractual       | 3,441.77  | 49,065              | 7,153.06         |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.401        | Police - Office Supplies   | 3,407.97  | 12,785              | 337.33           |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.402        | Police - Seminars/Conferen | 822.00    | 24,725              | 4,684.78         |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.404        | Police - Books/Publication | 531.55    | 7,585               | 550.32           |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.405        | Police - Info Tech/Electro | 83.68     | 10,250              | 142.81-          | Y         | 542,663                | 246,690.94       |           |
|           | A00-5.3120.412        | Police - Vehicle Repair    | 636.73    | 94,541              | 66,625.54        |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.421        | Police - Phone             | 1,158.18  | 30,600              | 13,334.96        |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.425        | Police - Building Maintena | 293.20    | 2,650               | 438.20           |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.446        | Police - Maintenance Contr | 2,913.52  | 53,272              | 25,082.16        |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.448        | Police - Uniforms & Cleani | 17,112.05 | 47,974              | 2,690.85         |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.462        | Police - Community Relatio | 610.14    | 4,250               | 973.66           |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.463        | Police - CPSS              | 85.00     | 2,660               | 2,703.40         |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.464        | Police - Protection Gear   | 199.44    | 28,371              | 22,182.73        |           | 542,663                | 246,690.94       |           |
|           | A00-5.3120.465        | Police - Forensic          | 547.94    | 13,062              | 12,312.90        |           | 542,663                | 246,690.94       |           |
|           | A00-5.5132.405        | Garage - Information Techn | 1,029.99  | 8,033               | 1,699.08         |           | 68,264                 | 20,349.33        |           |
|           | A00-5.5132.425        | Garage - Garage/Bldg Maint | 482.50    | 16,000              | 5,868.40         |           | 68,264                 | 20,349.33        |           |
|           | A00-5.5132.426        | Garage - Dumpster          | 481.89    | 5,957               | 1,138.10         |           | 68,264                 | 20,349.33        |           |
|           | A00-5.5132.446        | Garage - Maintenance Contr | 230.00    | 2,150               | 1,099.20         |           | 68,264                 | 20,349.33        |           |
|           | A00-5.7310.401        | Recreation - Office Suppli | 497.52    | 1,500               | 764.73           |           | 82,750                 | 50,951.40        |           |
|           | A00-5.7310.402        | Recreation -Seminars/Confe | 2,400.93  | 5,200               | 626.91           |           | 82,750                 | 50,951.40        |           |
|           | A00-5.7310.408        | Recreation - Printing & Ad | 14.99     | 5,700               | 5,986.03         |           | 82,750                 | 50,951.40        |           |
|           | A00-5.7310.410        | Recreation - Program Expen | 1,443.09  | 64,000              | 41,330.23        |           | 82,750                 | 50,951.40        |           |
|           | B00-4.2655            | Building & Alte*NON-EXPENS | 75.00     | 65,000-             | 47,534.00        |           |                        |                  |           |
|           | DAO-5.5130.411        | Machinery - Vehicle Expens | 13,907.41 | 124,589             | 38,993.12        |           | 191,015                | 77,334.72        |           |
|           | DAO-5.5130.440        | Machinery - Equipment Expe | 105.67    | 45,044              | 25,723.95        |           | 191,015                | 77,334.72        |           |
|           | DAO-5.5130.447        | Machinery - Shop Supply/St | 98.72     | 10,200              | 4,345.59         |           | 191,015                | 77,334.72        |           |
|           | DAO-5.5140.447        | Brush & Weeds - Supplies/T | 79.20     | 2,000               | 1,721.60         |           | 58,885                 | 45,651.43        |           |
|           | DAO-5.5142.401        | Snow Removal - Office Supp | 219.00    | 1,530               | 1,060.68         |           | 711,498                | 627,692.28       |           |
|           | DAO-5.5142.447        | Snow Removal - Shop Suppli | 290.58    | 37,891              | 28,041.52        |           | 711,498                | 627,692.28       |           |
|           | DAO-5.5142.448        | Snow Removal - Uniforms/Cl | 2,241.69  | 13,656              | 3,298.90         |           | 711,498                | 627,692.28       |           |
|           | DAO-5.5142.470        | Snow Removal - Materials   | 3,004.08  | 458,549             | 478,912.77       |           | 711,498                | 627,692.28       |           |
|           | DAO-5.5142.471        | Snow Removal - Repairs     | 179.65    | 35,375              | 22,715.53        |           | 711,498                | 627,692.28       |           |
|           | DB0-5.5110.400        | General Repairs - Miscella | 2.00      | 500                 | 271.94           |           | 1,284,090              | 59,590.87        |           |
|           | DB0-5.5110.441        | General Repairs - Safety/T | 26.56     | 1,000               | 703.03           |           | 1,284,090              | 59,590.87        |           |
|           | DB0-5.5110.472        | General Repairs - Signs    | 3.85      | 12,000              | 10,834.12        |           | 1,284,090              | 59,590.87        |           |
|           | DB0-5.5110.474        | General Repairs - Tires    | 564.00    | 4,937               | 3,279.00         |           | 1,284,090              | 59,590.87        |           |
|           | DB0-5.5110.475        | General Repairs - Road Rep | 2,009.65  | 799,843             | 345,348.81       |           | 1,284,090              | 59,590.87        |           |
|           | DB0-5.5110.478        | General Repairs - Drainage | 1,879.12  | 41,500              | 22,945.35        |           | 1,284,090              | 59,590.87        |           |
| **        | 2021-2022 YEAR TOTALS | **                         | 91,004.83 |                     |                  |           |                        |                  |           |



# Minoa Fire Department

**100% Volunteer Organization that provides Fire Suppression, Emergency Medical and Rescue Services to 3,449 residents in the Village of Minoa and a portion of the Town of Manlius; totaling 11,000 residents.**

# Minoa Fire Department

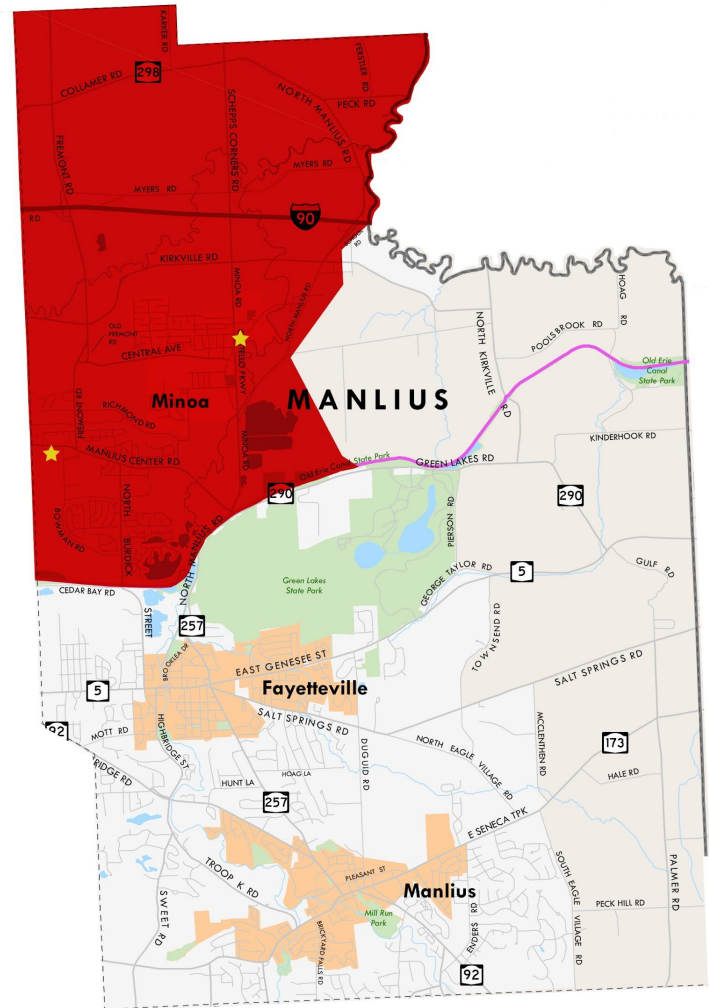
The Minoa Fire Coverage is 33 square miles and covers the Village of Minoa and a large portion of the northern half of the Town of Manlius.

## 2020 Calls

- 434 Fire & Rescue Calls
- 1307 Ambulance Calls

## 2019 Calls

- 546 Fire & Rescue Calls
- 1391 Ambulance Calls



# 60 volunteers

Members provided approximately 3,000 hours in training during drills & classes.

2,100 hours of in station standby.

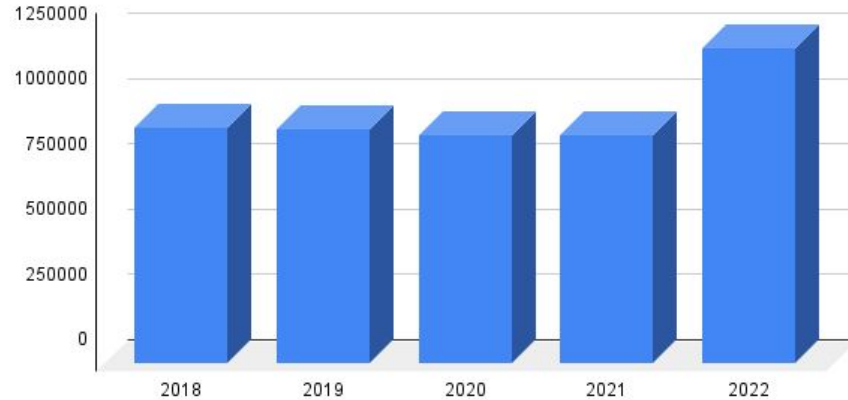
# THANK YOU!

# Minoa Fire & EMS Budget

Past 5 Years



Minoa Fire Budget (Town's Share)



Minoa Fire Budget

## Total Budget 2021 - 2022

|                     | Fire Budget            | EMS Budget          | Total Budget      |
|---------------------|------------------------|---------------------|-------------------|
| Town Share (77%)    | \$895,105              | \$313,273           | \$1,143,059       |
| Village Share (23%) | \$247,954              | \$93,575            | \$406,848         |
|                     | Fire Total \$1,208,378 | EMS Total \$406,848 | Total \$1,549,907 |

# Minoa Fire Department Budget

2021-2022

OPERATING EXPENSES

**\$939,550**

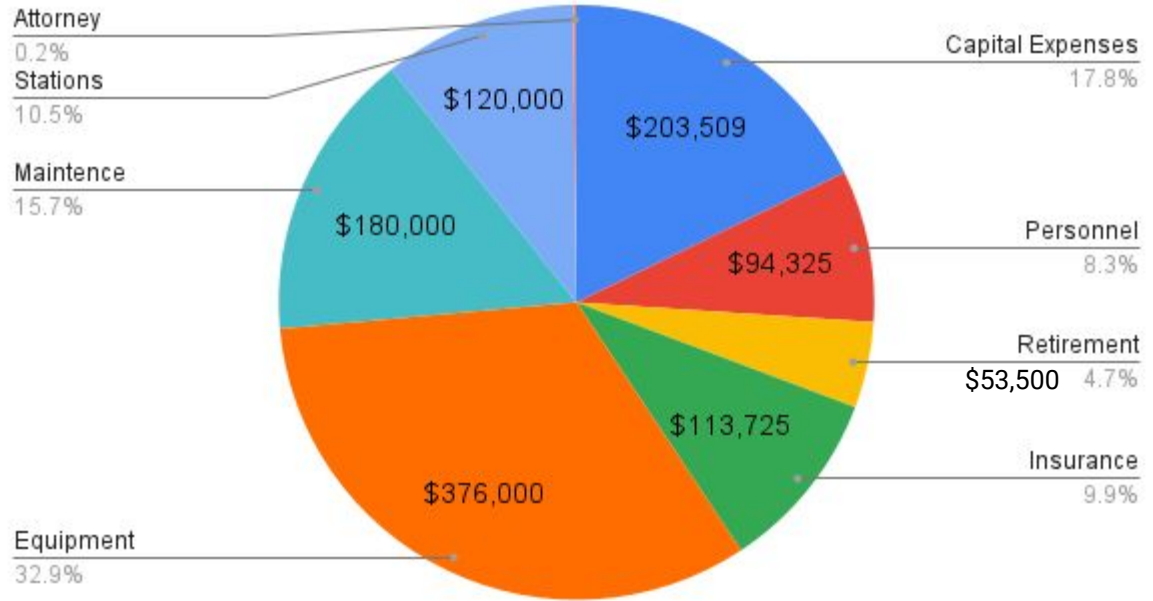
CAPITAL EXPENSES

**\$203,509**

TOTAL

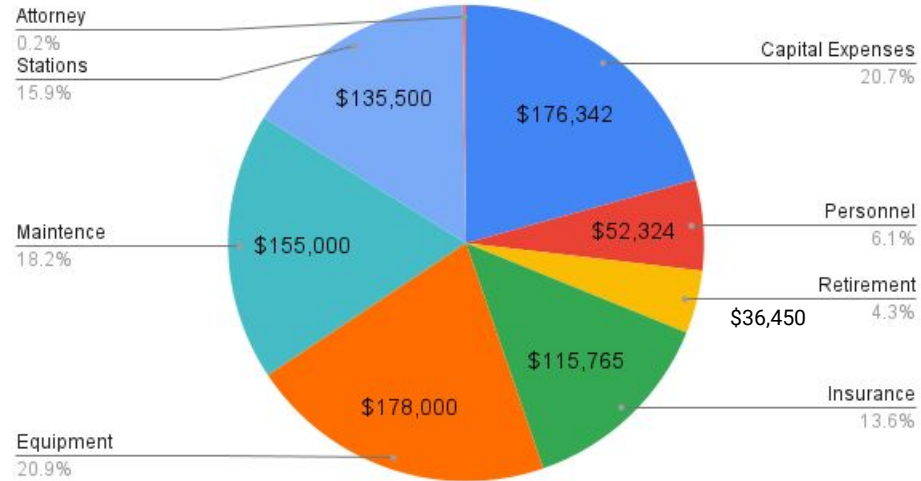
**\$1,143,059**

Minoa Fire Operating Expenses 2021-22



# Village of Minoa Fire Department Operating Expenses 2020-21 to 2021-22

Minoa Fire Operating Expenses 2020-21

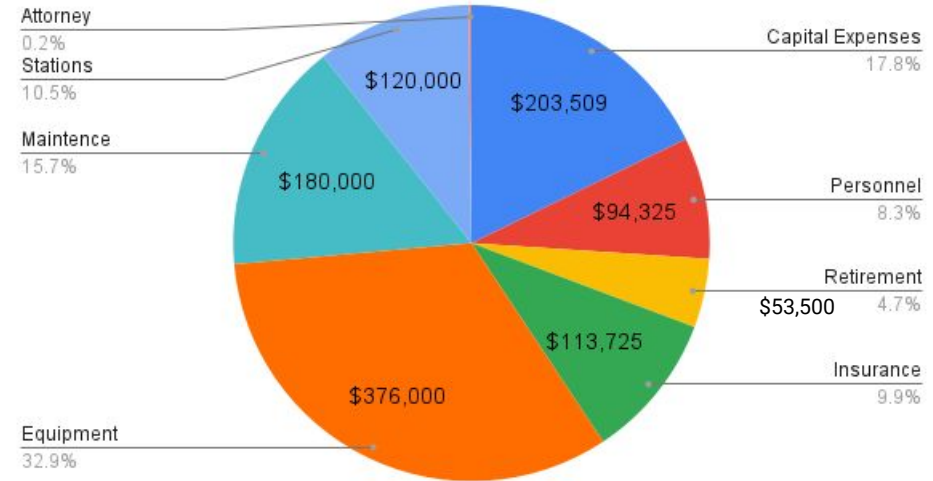


2020-2021

OPERATING EXPENSES

\$851,381

Minoa Fire Operating Expenses 2021-22



2021-2022

OPERATING EXPENSES

\$1,143,059

# Minoa Ambulance Budget

2021-2022

OPERATING EXPENSES

**\$958,400**

CAPITAL EXPENSES

**\$30,192**

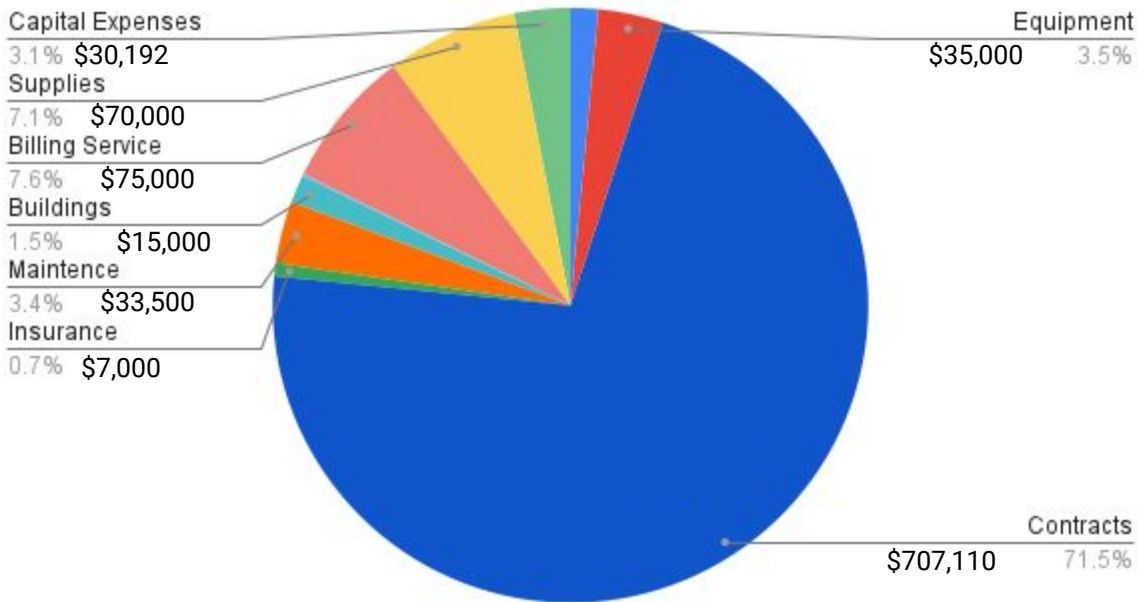
REVENUE

**\$581,744**

TOTAL

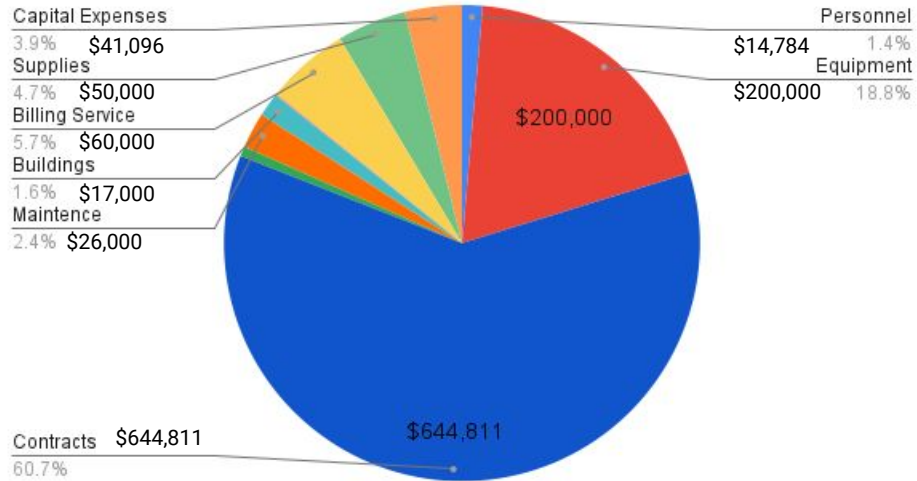
**\$406,848**

## Minoa Ambulance Operating Expenses 2021-22



# Village of Minoa EMS Department Budget 2022 compared to 2021

Minoa Ambulance Operating Expenses 2020-21

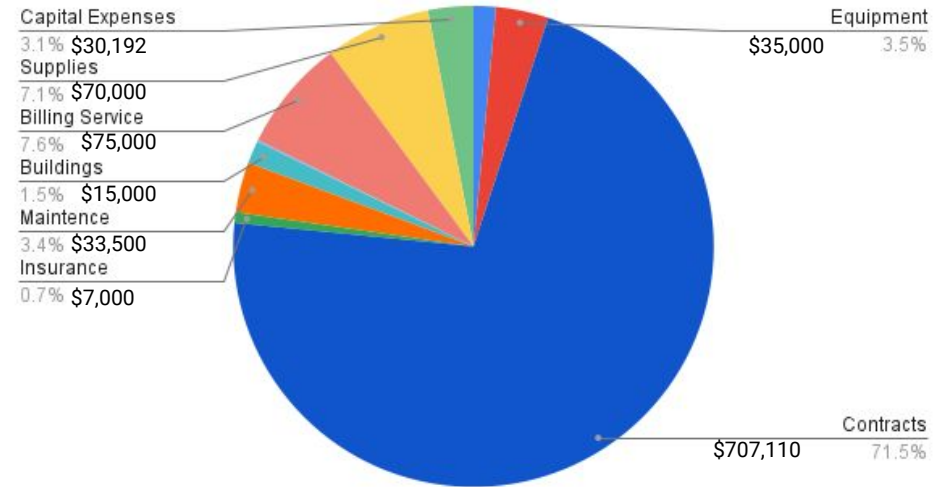


2021-2022

OPERATING EXPENSES

\$406,848

Minoa Ambulance Operating Expenses 2021-22



2020-2021

OPERATING EXPENSES

\$261,568

# Minoa Fire Protection\*

(Special District)

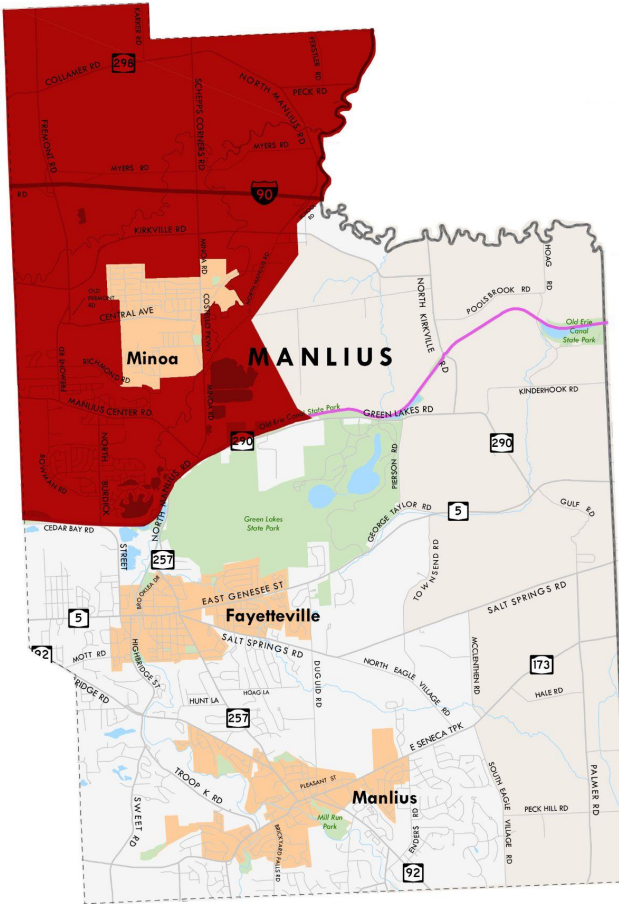
**Tax Rate** (per \$1,000 of Assessed Value)

| 2021          | 2022         | Change         |
|---------------|--------------|----------------|
| <b>1.7342</b> | <b>2.363</b> | <b>+ .6288</b> |

## Example Fire Tax Calculation

| Assessed Value | 2021            | 2022            | Change            |
|----------------|-----------------|-----------------|-------------------|
| <b>200,000</b> | <b>\$346.84</b> | <b>\$472.60</b> | <b>+ \$125.76</b> |

\*Minoa Fire Protection District only applies to red area on map



# Apparatus





# Volunteer with Minoa Fire Department!

Learn how at [www.minoafire.org](http://www.minoafire.org)



## Thank You!

---

**IN THE MATTER**

**of**

**Contracting with the Village of  
Minoa, New York, for Fire Protection  
and Emergency Ambulance Service for the  
MINOA FIRE PROTECTION  
DISTRICT of the TOWN OF MANLIUS**

**RESOLUTION AUTHORIZING  
FIRE PROTECTION AND  
EMERGENCY AMBULANCE  
SERVICE AGREEMENT AFTER  
PUBLIC HEARING**

---

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, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 13<sup>th</sup> of October, 2021, 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**, there has been duly established in the Town of Manlius a Fire Protection District known as "**MINOA FIRE PROTECTION DISTRICT OF THE TOWN OF**

**MANLIUS"; and**

**WHEREAS,** the Town Board of the Town of Manlius by Resolution duly adopted on September 8, 2021, called a Public Hearing on October 13<sup>th</sup> 2021 at 6:35 p.m., to be held in person and virtually and broadcast live on the Town Facebook page and YouTube, to consider the proposition of contracting with the Village of Manlius, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Manlius Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

**WHEREAS,** a notice of said Public Hearing was duly published as required by law; and

**WHEREAS,** the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

**NOW, THEREFORE, be it**

**RESOLVED,** that the Town Board of the Town of Manlius contract with the Village of Minoa, New York, which maintains a Volunteer Fire department, for the furnishing of fire protection and emergency ambulance service to the Minoa Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance terms hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

## **AGREEMENT**

**THIS AGREEMENT**, made this 13th day of October, 2021 by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Minoa, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

## **WITNESSETH:**

**WHEREAS**, the Village of Minoa maintains separately, an emergency ambulance service (hereinafter designated as "Minoa Ambulance") and a Volunteer Fire Department (hereinafter designated as the "Fire Department"), each under the supervision of the Village Board of the Village (hereinafter designated as the "Village Board"); and

**WHEREAS**, there has heretofore been duly established in the Town a Fire Protection District known as "MINOA FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the "Town Board") adopted October 6, 1971; and

**WHEREAS**, following a Public Hearing duly called and held on October 13, 2021, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

**WHEREAS**, this Agreement has been duly authorized by the Village Board;

**WHEREAS**, the Fire Department, Minoa Ambulance, and the Minoa Fire Department, Inc. have duly consented to the furnishing of fire protection and emergency ambulance

service and to the execution of this Agreement;

**NOW, THEREFORE**, in consideration of the payment herein agreed to be paid by the Town to the Village and the Minoa Fire Department, Inc. the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Minoa Ambulance shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 122-b of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in the said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2021, the Town shall pay a total sum of \$1,208,378, via payments of \$ 1,166,605 to the Village and \$ 41,773 to the Minoa Fire Department, Inc., pursuant to Section 209-d of the General Municipal Law, such total sum to be levied and

assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village and Minoa Fire Department, Inc. hereby agrees to accept the said sums in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of the sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenditures budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report submitted by the Village to NYS for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer firemen, or injury to, or death

of, any other person, or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department, Minoa Ambulance or Minoa Fire Department, Inc.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of \$1,000,000/\$2,000,000 and \$3,000,000/\$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of \$5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that \$5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department, Inc., Minoa Ambulance, and Minoa Fire Department, Inc. while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2022 commencing January 1, 2022 and remaining in effect through December 31, 2022.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement this 13<sup>th</sup> day of October, 2021.

**ATTEST:**

**TOWN OF MANLIUS**

\_\_\_\_\_  
**Town Clerk**

By: \_\_\_\_\_  
**Supervisor**

**ATTEST:**

**VILLAGE OF MINOA**

\_\_\_\_\_  
**Village Clerk**

By: \_\_\_\_\_  
**Mayor**

**MINOA FIRE DEPARTMENT, INC.**

By: \_\_\_\_\_  
**Fire Chief**

By: \_\_\_\_\_  
**President**

; and be it further

**RESOLVED**, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

**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 meeting of the Board duly called and held on the 13th day of October, 2021; 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 13<sup>th</sup> day of October, 2021

**DATED:       October 13<sup>th</sup>, 2021**  
**Fayetteville, New York**

---

**ALLISON WEBER**  
**Town Clerk of the Town of Manlius**  
**Onondaga County, New York**



# Manlius Fire Department

The Manlius Fire Department provides Fire and Emergency Medical Services to the Village of Manlius, the Town of Manlius and the Town of Pompey. The Fire Department covers approximately 27 square miles of both residential, commercial and agricultural properties.

# Manlius Fire Department

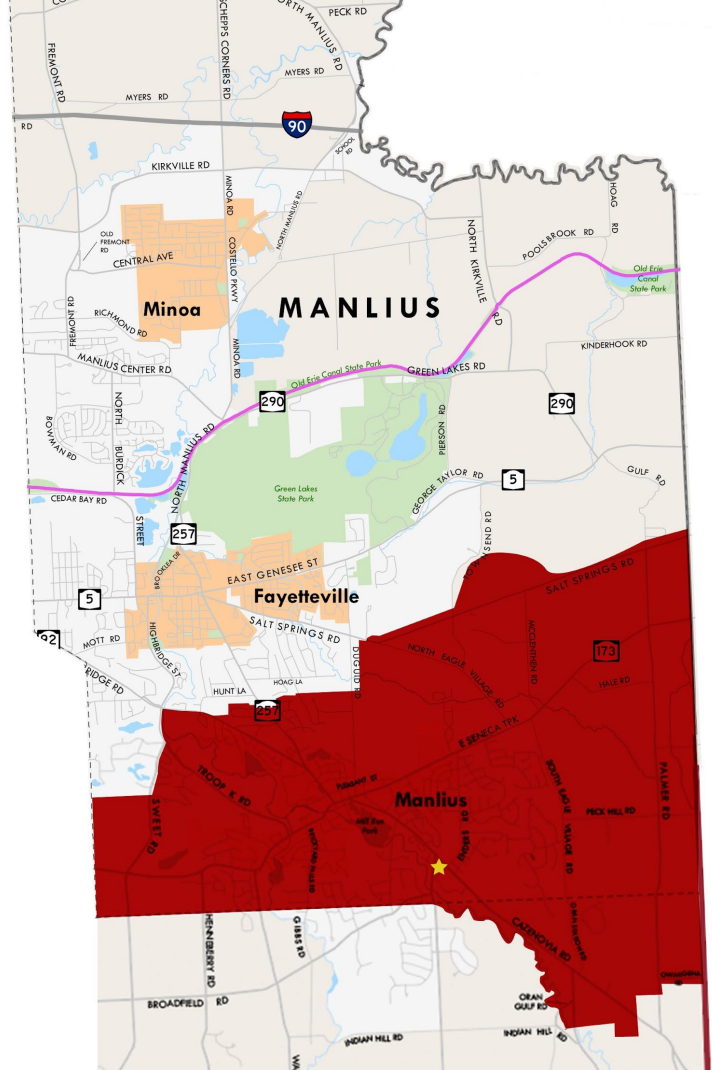
The Manlius Fire Coverage is 27 square miles and covers the Village of Manlius, the Town of Manlius and the Town of Pompey.

## 2020 Calls

- 620 Fire & Rescue Calls
- 1,539 Ambulance Calls

## 2019 Calls

- 678 Fire & Rescue Calls
- 1,452 Ambulance Calls



# 75 volunteers 12 career

Members provided approximately 1,757 hours in training during drills & classes.

35,216 volunteer & career duty hours

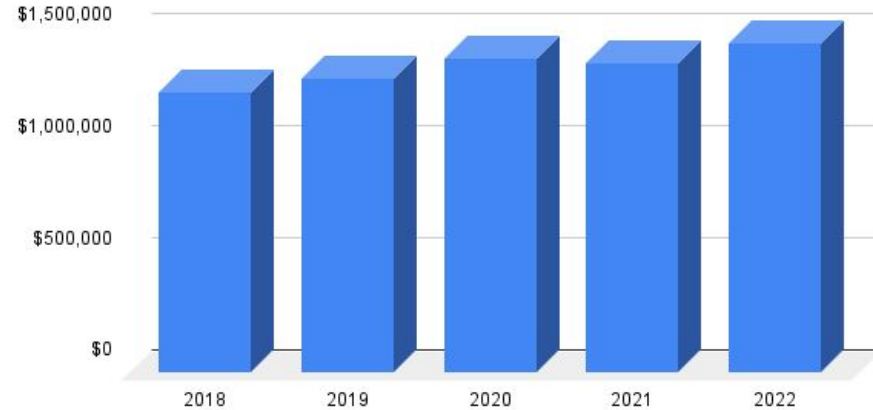
# THANK YOU!

# Village of Manlius Fire & EMS Budget

Past 5 Years



Village of Manlius Fire & EMS Contract (Town's Share)



Village of Manlius Fire & EMS Contract

## Total Budget 2021 - 2022

|                            | Fire Budget          | EMS Budget            | Total Budget      |
|----------------------------|----------------------|-----------------------|-------------------|
| Town of Manlius (54.7%)    | \$486,184            | \$987,100             | \$1,473,284       |
| Town of Pompey (23.5%)     | \$208,844            | \$424,017             | \$632,861         |
| Village of Manlius (21.8%) | \$241,596            | \$343,868             | \$585,464         |
|                            | Fire Total \$936,624 | EMS Total \$1,754,985 | Total \$2,691,609 |

# Village of Manlius Fire Operating Expenses 2021 - 2022

## OPERATING EXPENSES

**\$925,806**

**+**

## CAPITAL EXPENSES

**\$234,907**

**-**

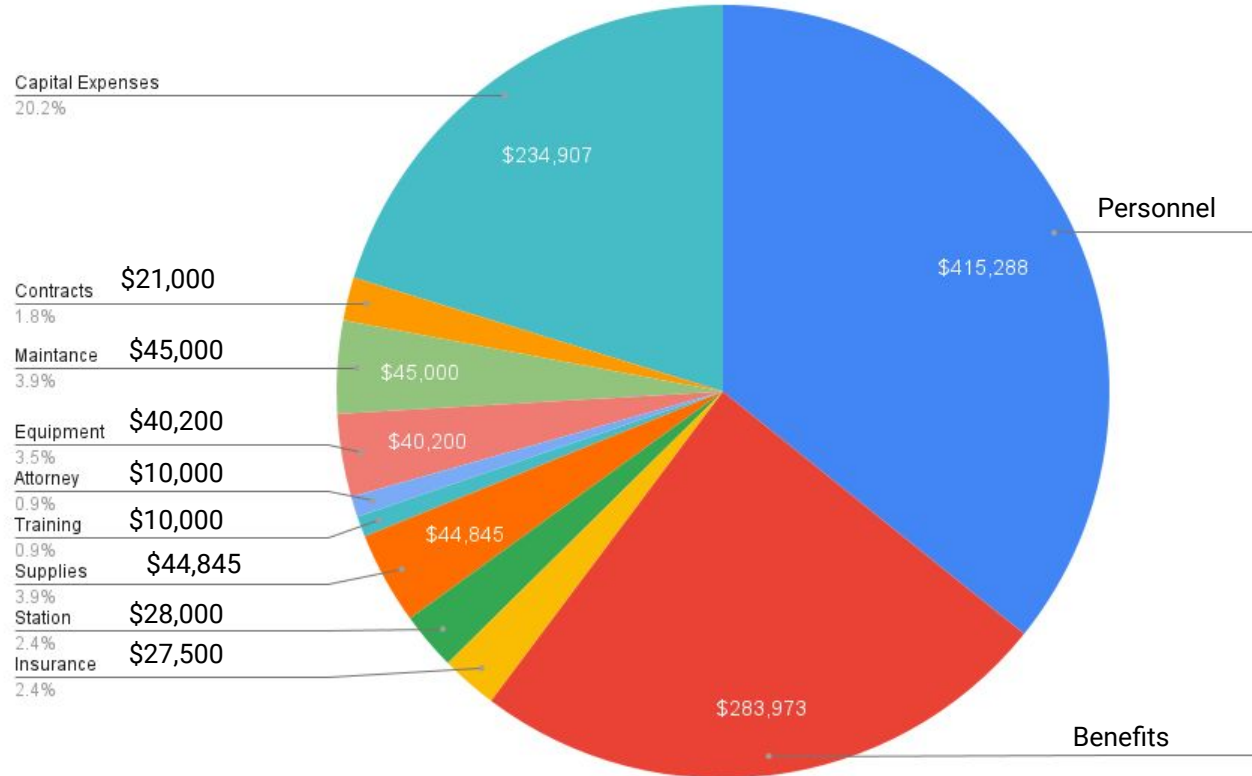
## REVENUE

**\$50,000**

## TOTAL

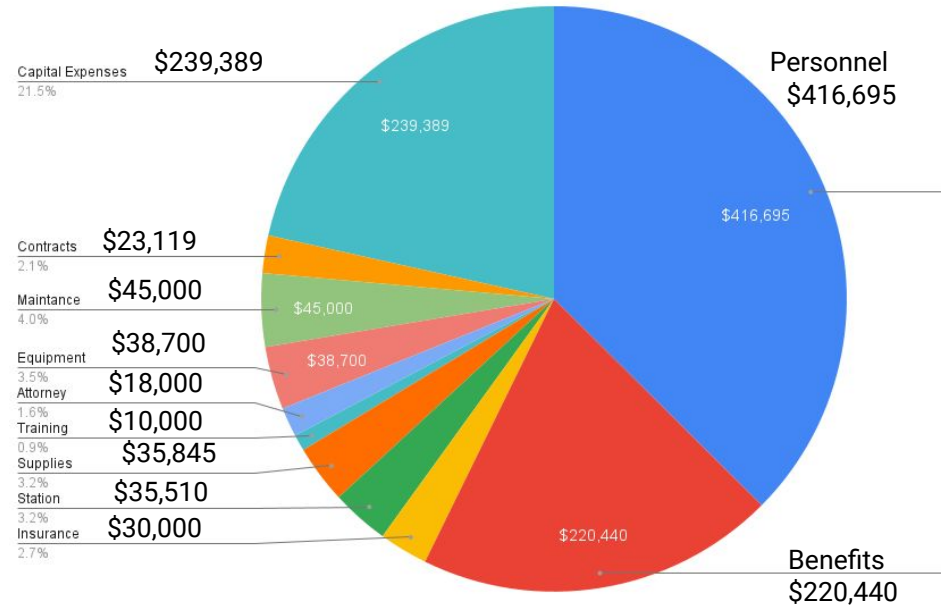
**\$1,110,713**

Village of Manlius Fire Operating Expenses 2021-22



# Village of Manlius Fire Operating Expenses 2020-21 to 2021-22

Village of Manlius Fire Operating Expenses 2020-21

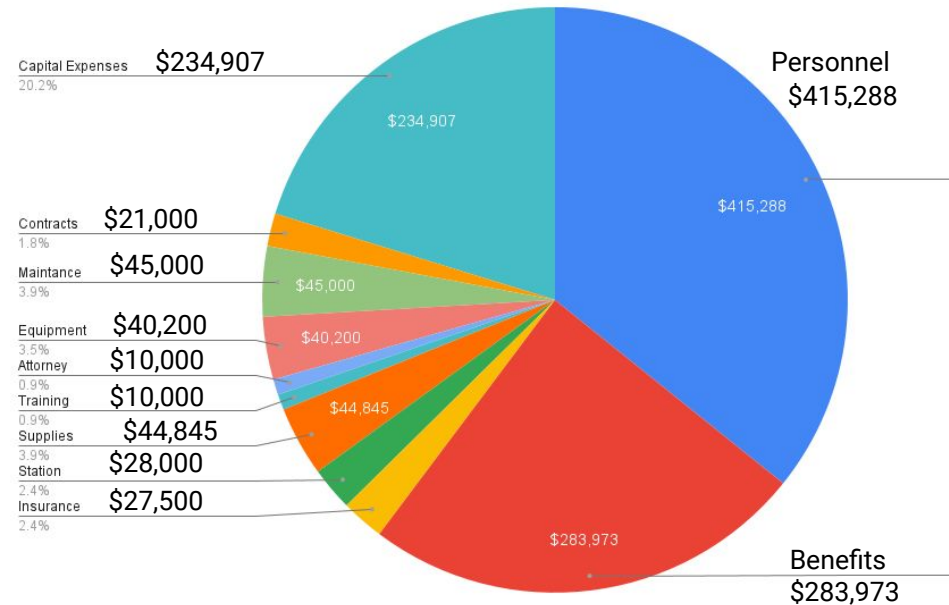


2020-2021

OPERATING EXPENSES

\$1,112,698

Village of Manlius Fire Operating Expenses 2021-22



2021-2022

OPERATING EXPENSES

\$1,160,713

# Village of Manlius EMS Operating Expenses 2021 - 2022

## OPERATING EXPENSES

**\$1,690,609**

**+**

## CAPITAL EXPENSES

**\$476,931**

**-**

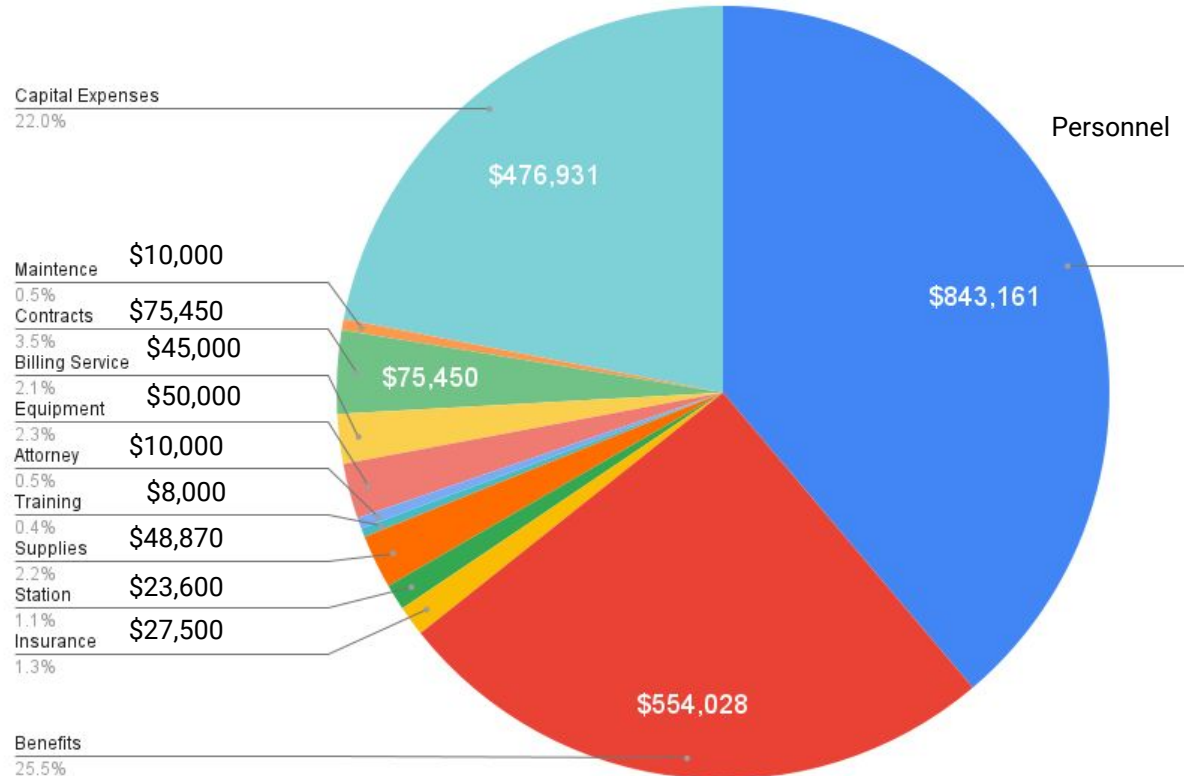
## REVENUE

**\$591,644**

## TOTAL

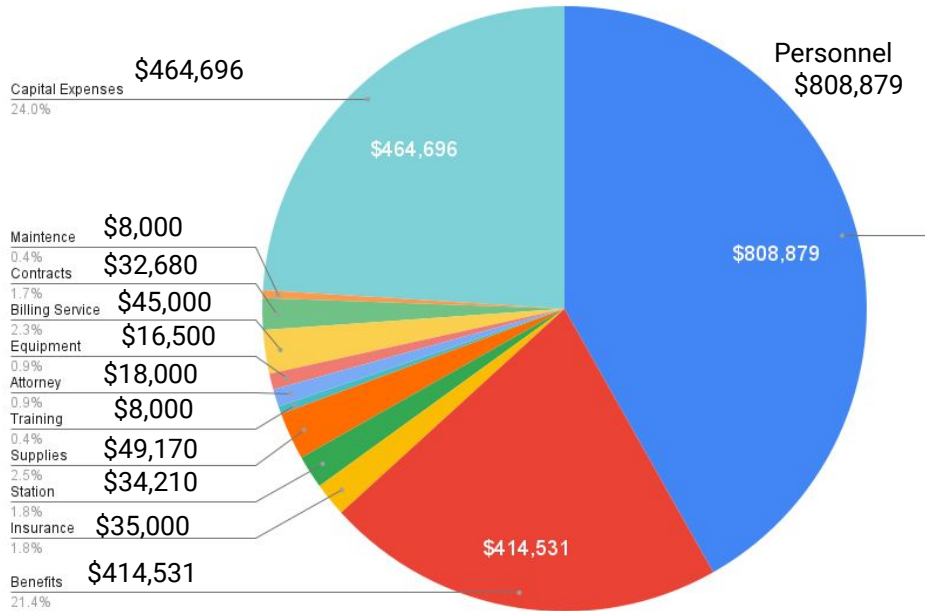
**\$1,575,896**

Village of Manlius EMS Operating Expenses 2021-22



# Village of Manlius EMS Operating Expenses 2020-21 to 2021-22

Village of Manlius EMS Operating Expenses 2020-21

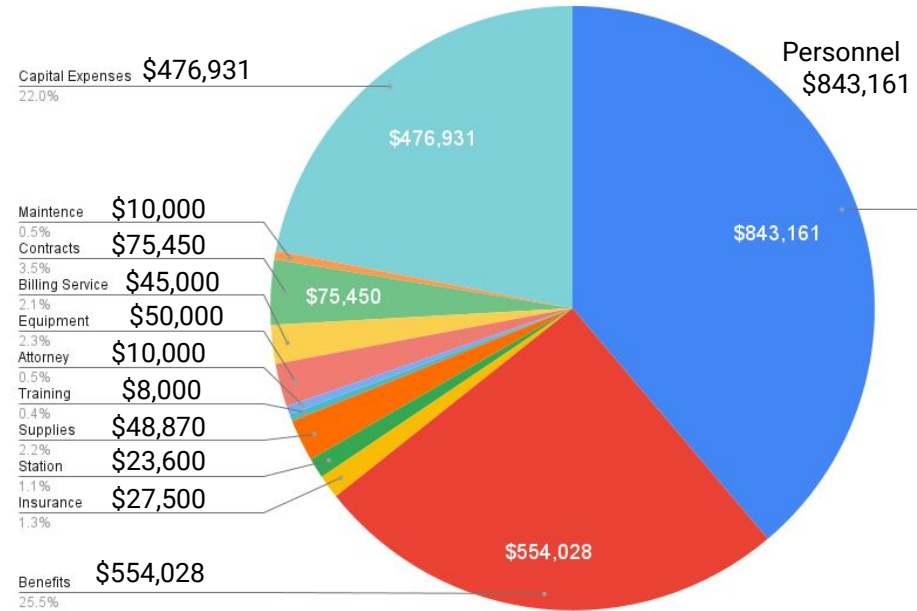


2020-2021

OPERATING EXPENSES

\$1,934,666

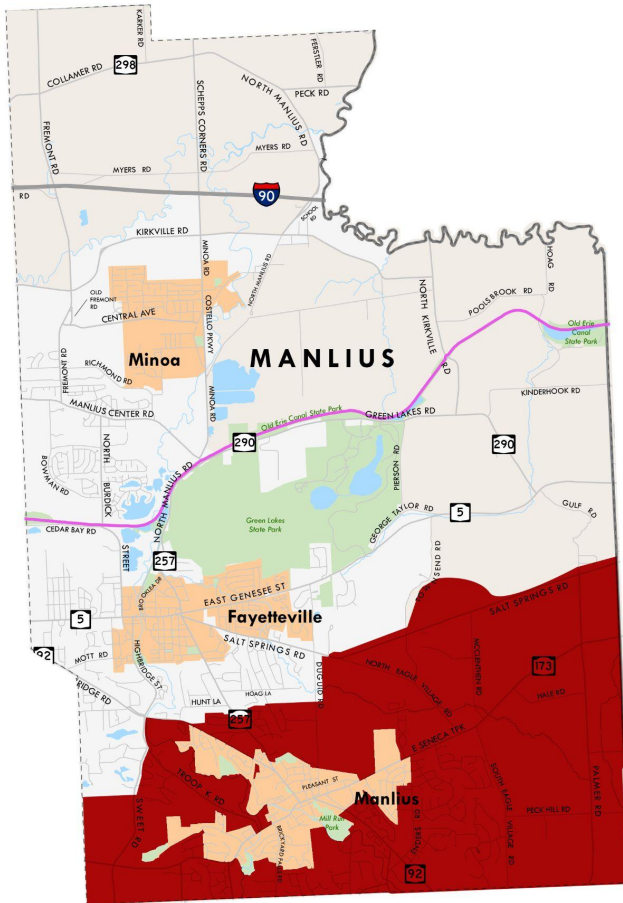
Village of Manlius EMS Operating Expenses 2021-22



2021-2022

OPERATING EXPENSES

\$2,172,540



# Manlius Fire Protection\*

(Special District)

**Tax Rate** (per \$1,000 of Assessed Value)

| 2021   | 2022   | Change |
|--------|--------|--------|
| 1.7492 | 1.8183 | +.0691 |

## Example Fire Tax Calculation

| Assessed Value | 2021     | 2022     | Change    |
|----------------|----------|----------|-----------|
| 200,000        | \$349.84 | \$363.66 | + \$13.82 |

\*Manlius Fire Protection District only applies to red area on map



Truck 2



Ambulance 1 & 2



M1



TP-6 - Tanker



MC1 - Medic Car



**Volunteer with Manlius Fire & EMS!**

Learn how at [www.manliusfire.com](http://www.manliusfire.com)



**Thank You!**

---

**IN THE MATTER**

**of**

**Contracting with the Village of  
Manlius, New York, for Fire Protection  
and Emergency Ambulance Service for the  
MANLIUS FIRE PROTECTION DISTRICT of the  
TOWN OF MANLIUS**

**RESOLUTION AUTHORIZING  
FIRE PROTECTION AND  
EMERGENCY AMBULANCE  
SERVICE AGREEMENT AFTER  
PUBLIC HEARING**

---

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, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 13<sup>th</sup> of October, 2021, 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**, there has been duly established in the Town of Manlius a Fire Protection District known as "**MANLIUS FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS**"; and

**WHEREAS**, the Town Board of the Town of Manlius by Resolution duly adopted on September 8, 2021, called a Public Hearing on October 13<sup>th</sup> 2021 at 6:40 p.m., to be held in person and virtually and broadcast live on the Town Facebook page and YouTube, to consider the proposition of contracting with the Village of Manlius, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Manlius Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

**WHEREAS**, a notice of said Public Hearing was duly published as required by law; and

**WHEREAS**, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

**NOW, THEREFORE, be it**

**RESOLVED**, that the Town Board of the Town of Manlius contract with the Village of Manlius, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Manlius Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

## **AGREEMENT**

**THIS AGREEMENT**, made this 13<sup>th</sup> day of October 2021, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the “Town”), and the Village of Manlius, Onondaga County, New York (hereinafter designated as the “Village”):

### **WITNESSETH:**

**WHEREAS**, the Village maintains a Volunteer Fire Department (hereinafter designated as the “Fire Department”) and an emergency ambulance service (hereinafter designated as the “Ambulance Service”), each comprised of volunteer and paid personnel under the supervision of the Board of Trustees of the Village (hereinafter designated as the “Village Board”); and

**WHEREAS**, the Manlius Fire Company has heretofore duly consented to the furnishing of fire protection and emergency ambulance service and to the execution of this Agreement, and

**WHEREAS**, the Fire Department and the Ambulance Service has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement; and

**WHEREAS**, there has heretofore been duly established in the Town a Fire Protection District known as “Manlius Fire Protection District of the Town of Manlius” (hereinafter designated as the “District”), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town of Manlius (hereinafter designated as the “Town Board”) adopted October 6, 1971; and

**WHEREAS**, following a Public Hearing duly called and held on October 13<sup>th</sup> 2021, the Town Board duly authorized an Agreement with the Village upon the terms and provisions

herein set forth; and

**WHEREAS**, this Agreement has been duly authorized by the Village Board; and

**NOW THEREFORE**, in consideration of the payments herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service within the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save the life and property in connection herewith; and

(b) The Ambulance Service shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 122-b of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2022, the Town shall pay to the Village a total sum

of \$1,473,283.84 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of the sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenditures budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report submitted by the Village to NYS for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the Ambulance Service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason

of operations within the limits of said District by the Fire Department or the Ambulance Service.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of \$1,000,000/\$2,000,000 and \$3,000,000/\$5,000,000, respectively, and will furnish a Certificates of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expenses of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of \$5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that \$5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Ambulance Service, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided

for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2022, commencing January 1, 2022 and remaining in effect through December 31, 2022.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement this 13<sup>th</sup> day of October 2021.

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**TOWN OF MANLIUS**

By: \_\_\_\_\_  
Supervisor

**VILLAGE OF MANLIUS**

By: \_\_\_\_\_  
Mayor

The undersigned hereby consent to the written Agreement for outside service.

**MANLIUS FIRE COMPANY**

By: \_\_\_\_\_  
President

**VILLAGE OF MANLIUS  
AMBULANCE SERVICE**

By: \_\_\_\_\_  
Administrative Assistant

**VILLAGE OF MANLIUS  
MANLIUS FIRE DEPARTMENT**

By: \_\_\_\_\_  
Fire Chief

; and be it further

**RESOLVED**, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

**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 special meeting of the Board duly called and held on the 13<sup>th</sup> day of October 2021; 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 13<sup>th</sup> day of October 2021.

**DATED: October 13, 2021**

**Fayetteville, New York**

---

**ALLISON WEBER**  
**Town Clerk of the Town of Manlius**  
**Onondaga County, New York**



# Fayetteville Fire Department

The Fayetteville Fire Department provides fire, rescue and EMS services to approximately 23,000 citizens over 18 square miles, with an average on scene time of just over five minutes. The membership of the Fayetteville Fire Department consists of approximately 100 volunteers and 13 career staff.

# Fayetteville Fire Department

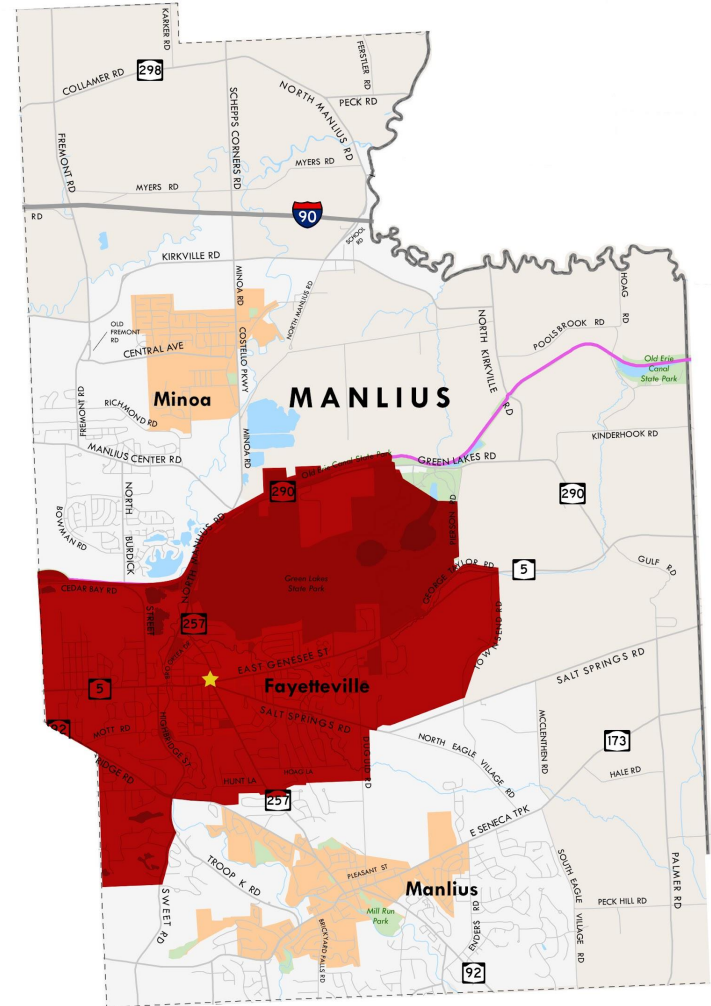
The Fayetteville Fire Coverage is 18 square miles and covers the Village of Fayetteville and a portion of the Town of Manlius.

## 2020 Calls

- 700 Fire & Rescue Calls
- 2023 Ambulance Calls

## 2019 Calls

- 745 Fire & Rescue Calls
- 2436 Ambulance Calls



# 100 volunteers 13 career

Members provided approximately 8,000 hours in training during drills & classes.

6,800 hours of in station standby.

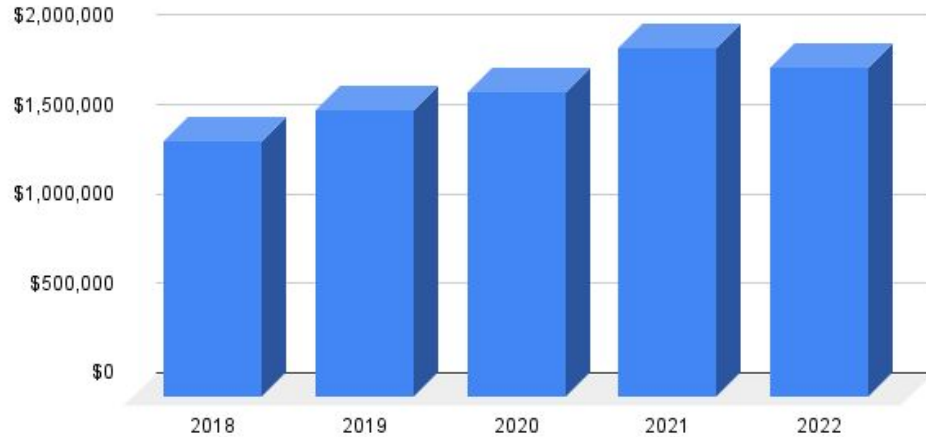
# THANK YOU!

# Village of Fayetteville Fire & EMS Budget

Past 5 Years



Village of Fayetteville Fire & EMS Contract (Town's Share)



Village of Fayetteville Fire & EMS Contract

## Total Budget 2021 - 2022

|                               | Fire & EMS Operating | Revenue   | Total Operating Expenses |
|-------------------------------|----------------------|-----------|--------------------------|
| Town of Manlius (67%)         | \$2,344,598          | \$499,150 | \$1,845,448              |
| Village of Fayetteville (33%) | \$820,435            | \$245,850 | \$574,585                |
| Total                         | \$3,165,033          | \$745,000 | \$2,420,033              |

# Village of Fayetteville Fire & Ambulance Budget 2021 - 2022

## OPERATING EXPENSES

**\$2,486,166**

**+**

## CAPITAL EXPENSES

**\$678,867**

**-**

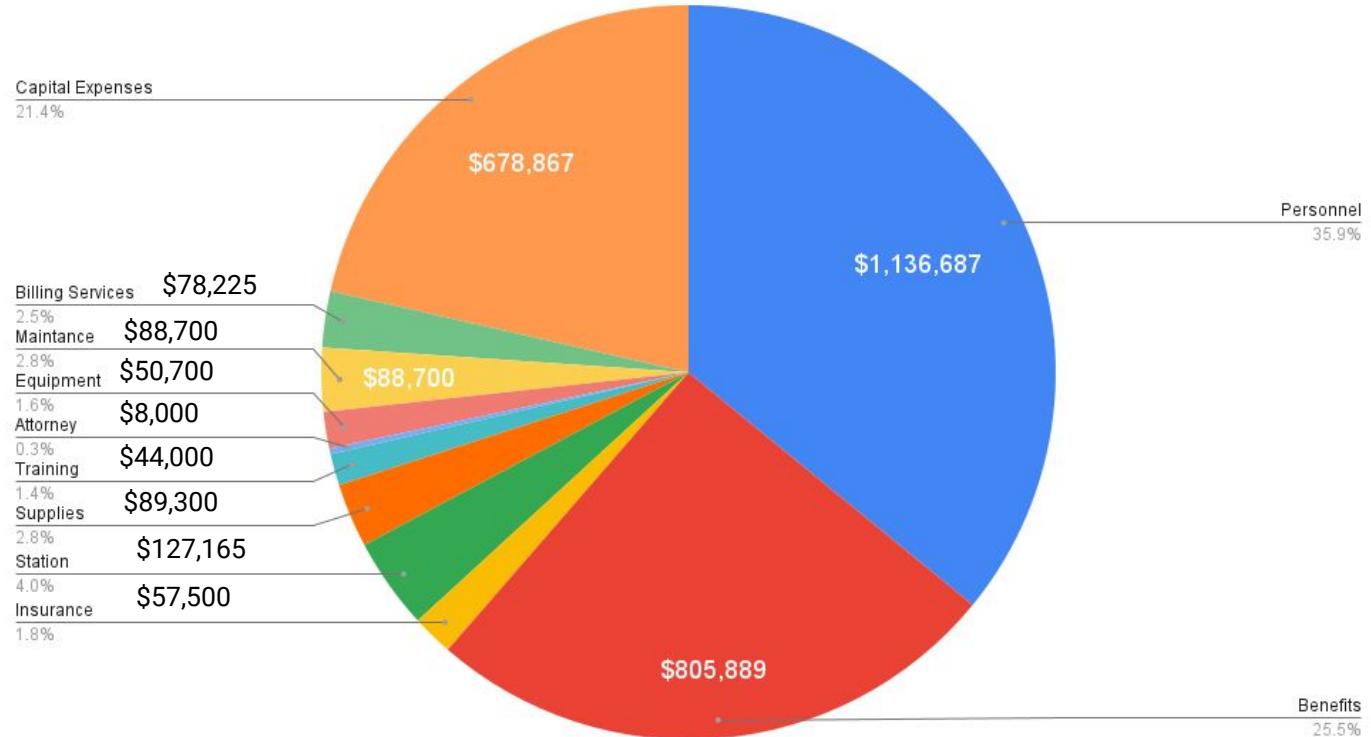
## REVENUE

**\$745,000**

## TOTAL

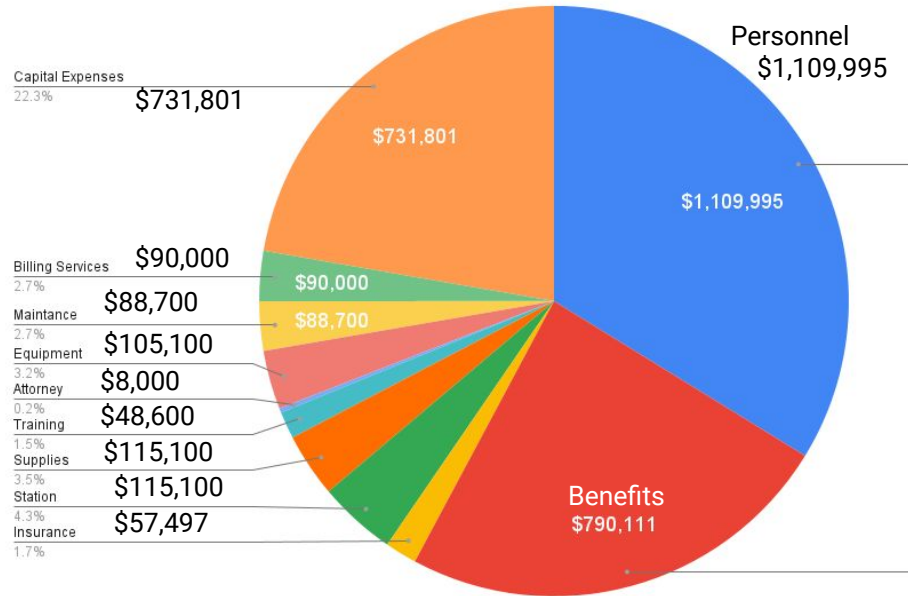
**\$2,420,033**

Village of Fayetteville Fire & EMS Operating Expenses 2021-22



# Village of Fayetteville Fire Department Operating Expenses 2020-21 to 2021-22

Village of Fayetteville Fire & EMS Operating Expenses 2020-21

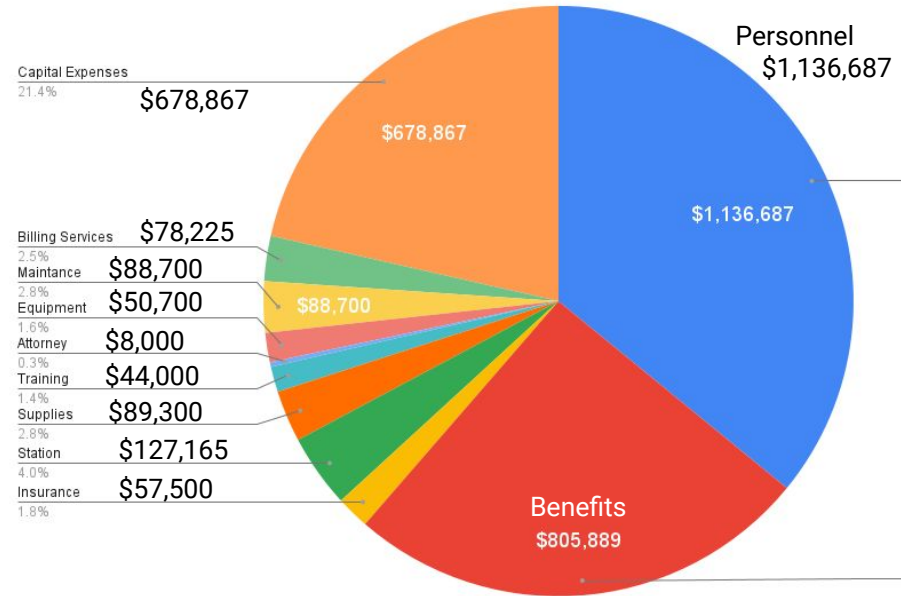


2020-2021

OPERATING EXPENSES

\$3,286,269

Village of Fayetteville Fire & EMS Operating Expenses 2021-22



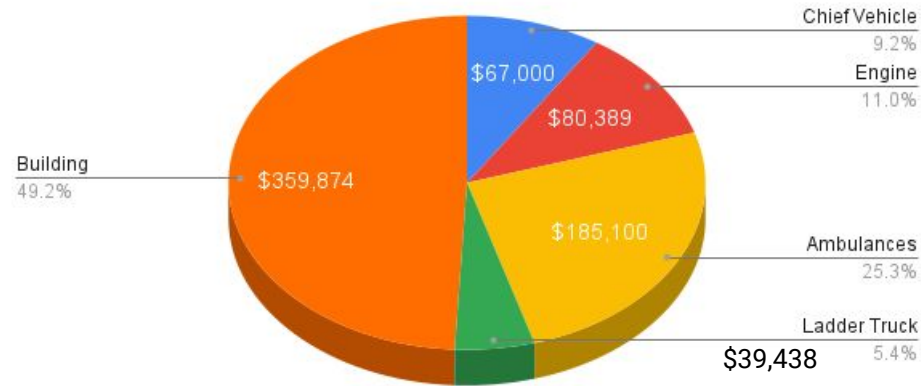
2021-2022

OPERATING EXPENSES

\$3,165,033

# Village of Fayetteville Fire Department Capital Expenses 2020-21 to 2021-22

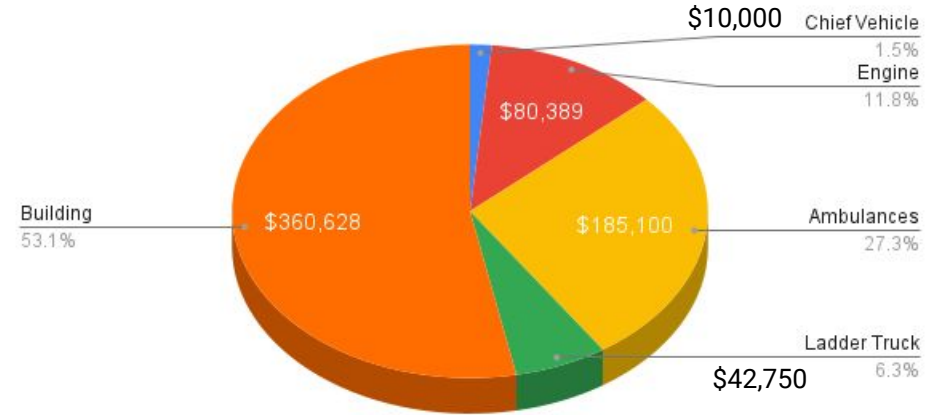
Village of Fayetteville Fire Department Capital Expenses 20-21



2020-21 CAPITAL EXPENSES

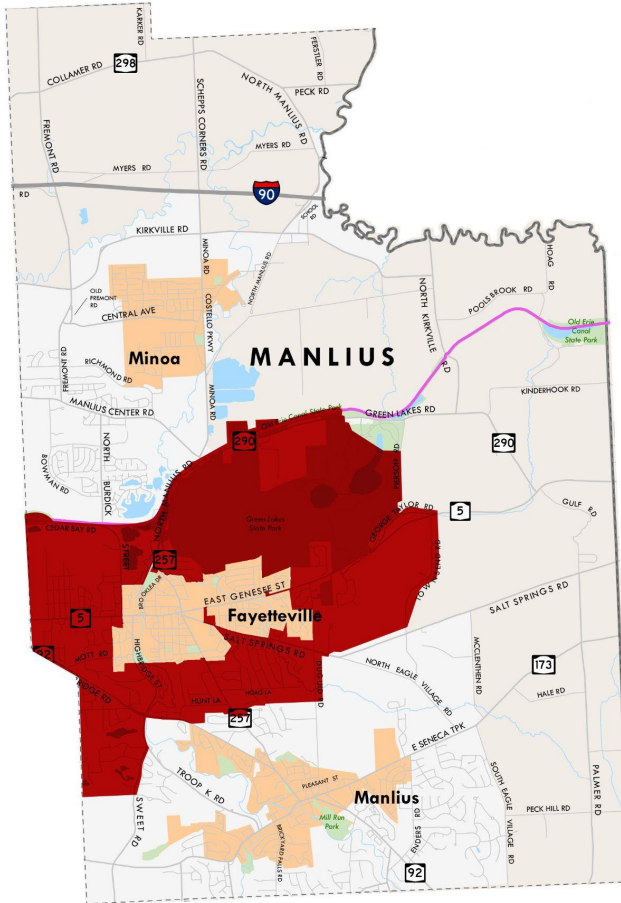
**\$731,801**

Village of Fayetteville Fire Department Capital Expenses



2021-22 CAPITAL EXPENSES

**\$678,867**



# Fayetteville Fire Protection\*

(Special District)

**Tax Rate** (per \$1,000 of Assessed Value)

| 2021  | 2022   | Change  |
|-------|--------|---------|
| 3.195 | 2.9619 | - .2331 |

## Example Fire Tax Calculation

| Assessed Value | 2021  | 2022     | Change    |
|----------------|-------|----------|-----------|
| 200,000        | \$639 | \$592.38 | - \$46.62 |

\*Fayetteville Fire Protection District only applies to red area on map





## Volunteer with Fayetteville Fire & EMS!

Learn how at <https://www.fayettevillefd.org> or  
email [recruitment2012@fayettevillefd.org](mailto:recruitment2012@fayettevillefd.org)



**Thank You!**

---

**IN THE MATTER**

**of**

**Contracting with the Village of  
Fayetteville, New York, for Fire Protection  
and Emergency Ambulance Service for the  
FAYETTEVILLE FIRE PROTECTION  
DISTRICT of the TOWN OF MANLIUS**

---

**RESOLUTION AUTHORIZING  
FIRE PROTECTION AND  
EMERGENCY AMBULANCE  
SERVICE AGREEMENT AFTER  
PUBLIC HEARING**

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, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on 22<sup>nd</sup> day of September, 2021 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 |
| Sarah Bollinger    | Councilor  |
| John Deer          | Councilor  |
| Elaine Denton      | Councilor  |
| Karen Green        | Councilor  |
| Katelyn Kriesel    | Councilor  |
| Heather Waters     | Councilor  |

The following resolution was moved, seconded and adopted:

**WHEREAS**, there has been duly established in the Town of Manlius a Fire Protection District known as “**FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS**”; and

**WHEREAS**, the Town Board of the Town of Manlius by Resolution duly adopted on September 22, 2021 called a Public Hearing on October 13<sup>th</sup>, 2021 at 6:45 p.m., to be held virtually and in-person, to consider the proposition of contracting with the Village of Fayetteville, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Fayetteville Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

**WHEREAS**, a notice of said Public Hearing was duly published as required by law; and

**WHEREAS**, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

**NOW, THEREFORE, be it**

**RESOLVED**, that the Town Board of the Town of Manlius contract with the Village of Fayetteville, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Fayetteville Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

## **AGREEMENT**

**THIS AGREEMENT**, made this 22nd day of September 2021, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the “Town”), and the Village of Fayetteville, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the “Village”):

### **WITNESSETH:**

**WHEREAS**, the Village maintains a Volunteer Fire Department (hereinafter designated as the “Fire Department”) and an emergency ambulance service, each comprised of volunteer and paid personnel under the supervision of the Village Board of the Village (hereinafter designated as the “Village Board”); and

**WHEREAS**, there has heretofore been duly established in the Town a Fire Protection District known as “FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS” (hereinafter designated as the “District”), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the “Town Board”) adopted October 6, 1971; and

**WHEREAS**, following a Public Hearing duly called and held on October 13, 2021, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

**WHEREAS**, this Agreement has been duly authorized by the Village Board; and

**WHEREAS**, the Fire Department, the Fayetteville Volunteer Fire Company (hereinafter designated as the “Company”), and the Emergency Rescue and First Aid Squad of said Fire

Department and said Company has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement;

**NOW, THEREFORE,** in consideration of the payment herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Emergency Rescue and First Aid Squad of the Fire Department and the Company shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 209-b(1)(a) of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2022, the Town shall pay to the Village a total sum of \$1,845,448.00 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenses budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report by the Village for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage

to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department or the Emergency Rescue and First Aid Squad of the Fire Department and the Company.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of \$1,000,000/\$2,000,000 and \$3,000,000/\$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of \$5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that \$5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Emergency Rescue and First Aid Squad of the Fire Department and the Company, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2022, commencing January 1, 2022 and remaining in effect through December 31, 2022.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement this       day of       , 2021.

**TOWN OF MANLIUS**

By: \_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Town Clerk

**VILLAGE OF FAYETTEVILLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**FAYETTEVILLE VOLUNTEER FIRE  
COMPANY and the EMERGENCY RESCUE and FIRST AID SQUAD**

By: \_\_\_\_\_  
Fire Chief

; and be it further

**RESOLVED,** that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

**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 22<sup>nd</sup> day of September, 2021; 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 22<sup>nd</sup> day of September, 2021.

**DATED: September 22, 2021**  
**Fayetteville, New York**

---

**ALLISON WEBER**  
**Town Clerk of the Town of Manlius**  
**Onondaga County, New York**

# KIRKVILLE FIRE COMPANY



ONONDAGA COUNTY, NEW YORK

## Kirkville Fire District

The Kirkville Fire Company is 100% volunteer and provides fire, rescue and EMS first responder service. Our first due area includes Green Lakes State Park, a three-track rail line used by CSX freight and Amtrak trains, numerous single family homes, farms and businesses as well as state and county highways.

# Kirkville Fire District

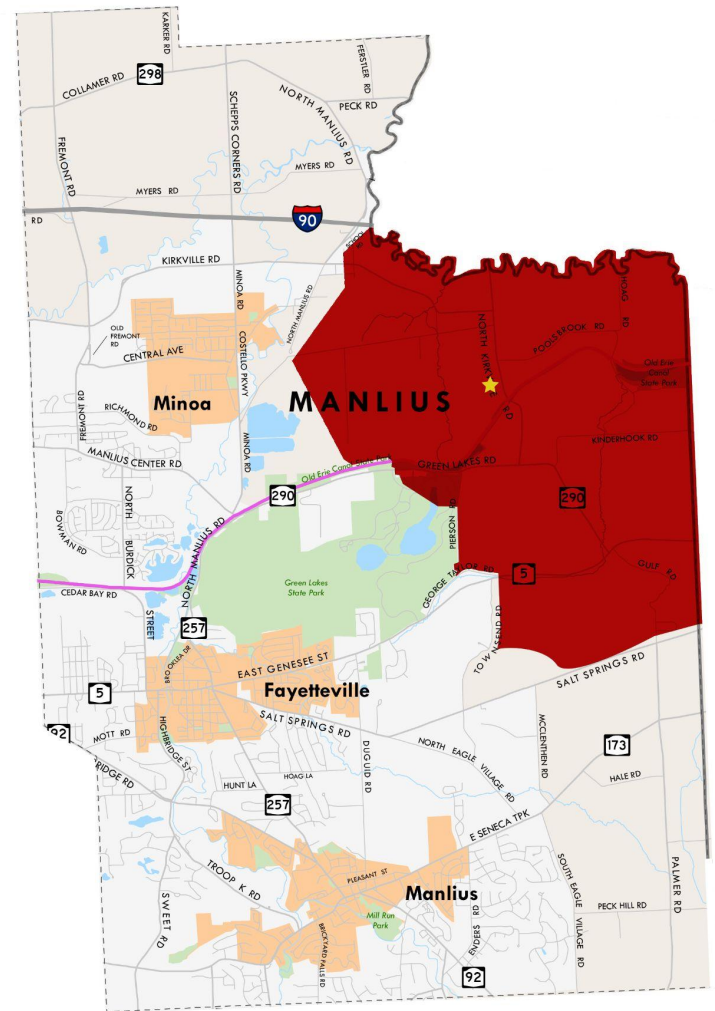
The Kirkville Fire District is 16 square miles located within the Town of Manlius.

## 2020 Calls

- 154 Fire & Rescue Calls

## 2019 Calls

- 162 Fire & Rescue Calls



# 30 volunteers



# THANK YOU!

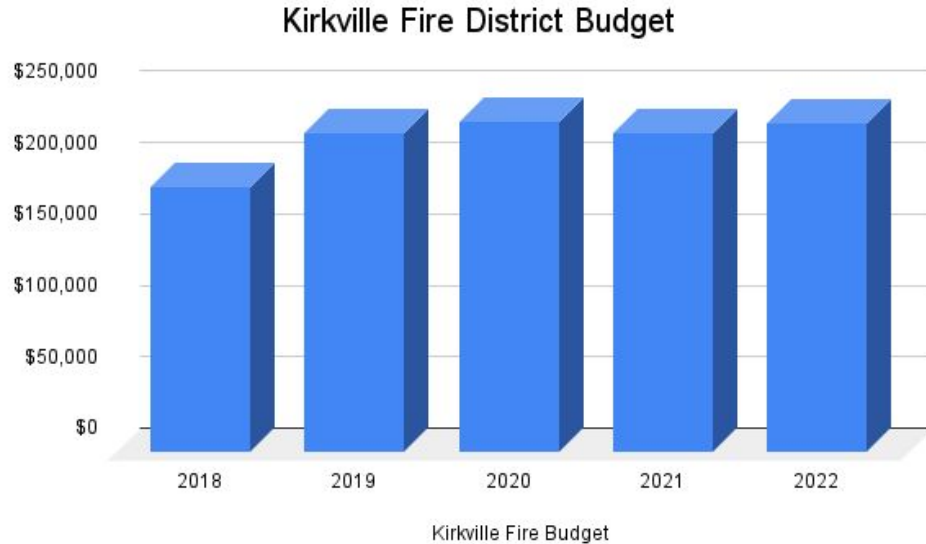
# Kirkville Fire District Budget

## Public Hearing on Kirkville Fire District's 2022 Budget

October 19, 2021

7PM

Kirkville Fire House



## 2022 Proposed Budget

# \$230,025

In an emergency,  
*seconds count...*

## CAN WE FIND YOU?

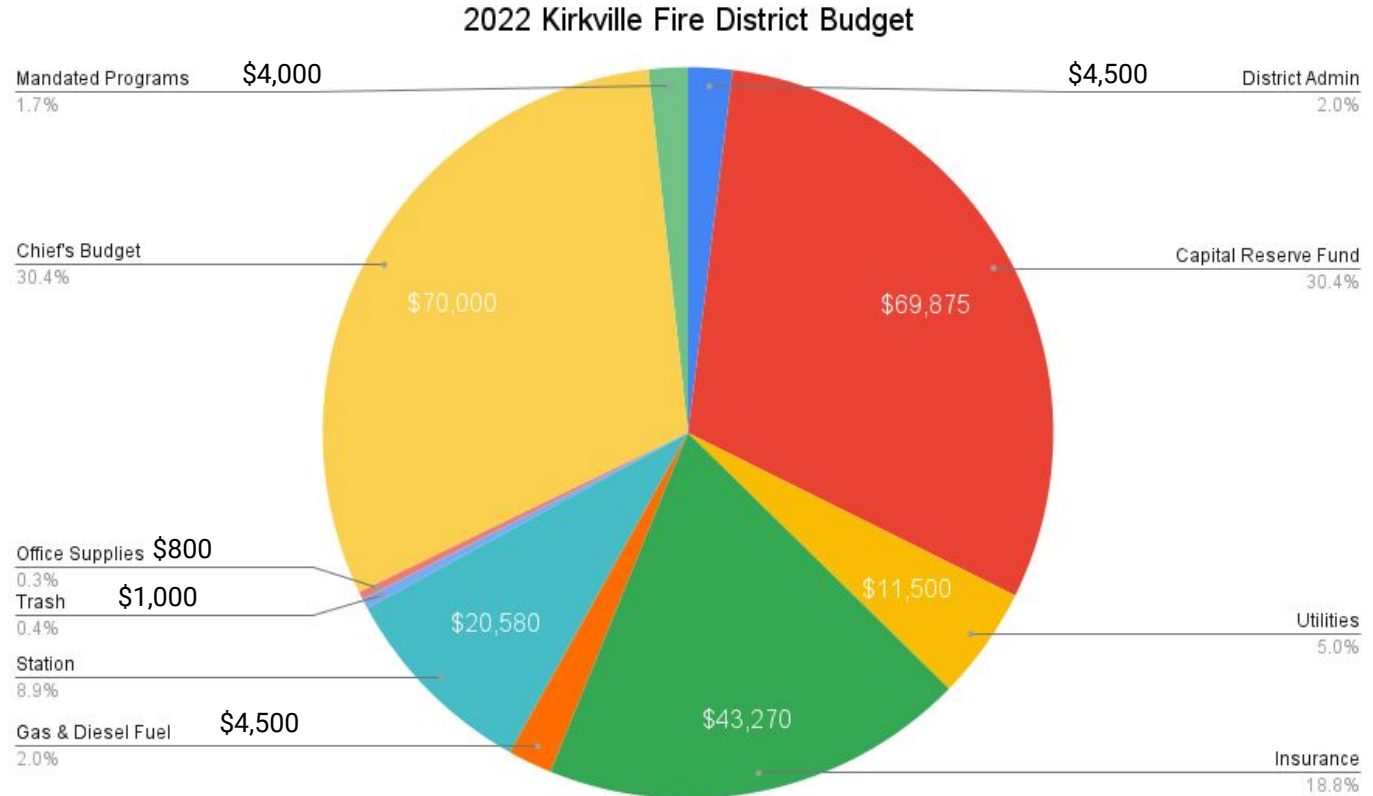


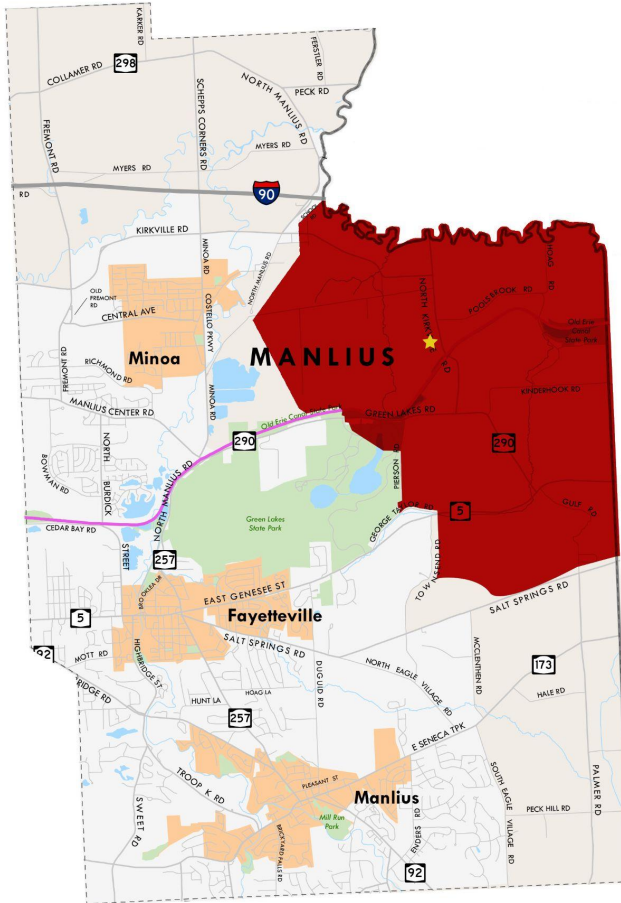
**KIRKVILLE FIRE CO.**  
[www.kirkvillefire.com](http://www.kirkvillefire.com)  
email: [AddressSigns@kirkvillefire.com](mailto:AddressSigns@kirkvillefire.com)

# 2022 Kirkville Fire District Budget

## OPERATING EXPENSES

**\$230,025**





# Kirkville Fire Protection

(Special District)

**Tax Rate** (per \$1,000 of Assessed Value)

| 2021   | 2022   | Change  |
|--------|--------|---------|
| 2.1281 | 2.1078 | - .0203 |

## Example Fire Tax Calculation

| Assessed Value | 2021     | 2022     | Change   |
|----------------|----------|----------|----------|
| 200,000        | \$425.62 | \$421.56 | - \$4.06 |

# Apparatus

Rescue Pumper 4 - 2009



Kirkville Fire Co.  
Copyright 2021. All Rights Reserved.

Engine 5 - 2021

M1 - 2000



Kirkville Fire Co.  
Copyright 2021. All Rights Reserved.



Kirkville Fire Co.  
Copyright 2018. All Rights Reserved.

Squad 2 - 2016



**Volunteer with Kirkville Fire Company!**

Learn how at <https://www.kirkvillefire.com> or  
email [admin@kirkvillefire.com](mailto:admin@kirkvillefire.com)



**Thank You!**

## **Kirkville Fire District**

Office of the Commissioners

6225 Kirkville Road North

Kirkville, NY 13082

### **2022 Proposed Budget**

|                                                       |                  |
|-------------------------------------------------------|------------------|
| District Administrative Expenses                      | \$4,500          |
| Capital Reserve Fund                                  | \$69,875         |
| Utilities                                             | \$11,500         |
| Workman's Compensation Insurance & District Insurance | \$43,270         |
| Gas & Diesel Fuel                                     | \$4,500          |
| Rental of Fire House                                  |                  |
| Rental                                                | \$20,580         |
| Trash                                                 | \$1,000          |
| Office Supplies                                       | \$800            |
| Chief's Budget                                        | \$70,000         |
| Mandated Programs                                     | \$4,000          |
| Emergency Repair Fund                                 | \$0              |
| <b>Total Budget:</b>                                  | <b>\$230,025</b> |

Town of Manlius  
Town Clerks Office

**OCT 01 2021**

Received and Filed

---

**IN THE MATTER**  
**Of**  
**OVERRIDING THE PROPERTY TAX CAP**  
**IN THE TOWN OF MANLIUS FOR FISCAL**  
**YEAR 2022**

---

**LOCAL LAW 2021-\_\_**  
**CALLING FOR PUBLIC**  
**HEARING**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met virtually in regular session online, County of Onondaga, State of New York, on the 13<sup>th</sup> of October, 2021, 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  |

Absent:

**WHEREAS**, a Local Law has been introduced before the Board, to wit: Local Law No. 2021-\_\_ , amending Article XI of Chapter 134 (“Taxation”) to override the tax levy limit established by General Municipal Law Section 3-c (the “Property Tax Cap”);

**LOCAL LAW 2021-\_\_\_, A LOCAL LAW AMENDING  
CHAPTER 134 ARTICLE XI, TAX LEVY LIMIT  
OVERRIDE 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. Legislative Intent**

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Manlius County of Onondaga pursuant to General Municipal Law § 3-c, and to allow the Town of Manlius, County of Onondaga to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2019 and 2020 and 2021 and 2022\* that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

**Section 3. Tax Levy Limit Override**

The Town Board of the Town of Manlius County of Onondaga is hereby authorized to adopt a budget for the fiscal year 2020 and 2021 and 2022\* that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date.**

This local law shall take effect immediately upon filing with the Secretary of State.

\* Added Language

**WHEREAS**, upon review of the projected expenses facing the Town, especially State pension costs and other state mandated costs for which the Town has no control, the Town Board hereby finds that this override is a necessary prudent step;

**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 2020-\_\_\_\_, 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 October \_\_\_\_, 2021 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 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 \_\_\_\_<sup>th</sup> day of October, 2021; 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 \_\_\_\_ day of October 2021.

**DATED:      October \_\_\_\_\_, 2021**  
**Fayetteville, New York**

---

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

**ASPINALL'S**  
TREE NURSERY & LANDSCAPING L.L.C.  
WWW.ASPINALLSTREE.COM

**315-687-5282**



SERVING CNY FOR OVER **35** YEARS

8797 E. GENESEE ST.  
CHITTENANGO, NY 13037

PHONE: (315) 687-5282

EMAIL: ASPINALLS@ASPINALLSTREE.COM

WWW.ASPINALLSTREE.COM

## ***2021-2022 Seasonal Sidewalk Snow Contract***

Town of Manlius

301 Brooklea Dr.

Fayetteville, NY 13066

### ***Walkway Snow and Ice Removal***

Walkways will be cleared when there is an accumulation of 2-3" of snowfall. Ice melting material (Calcium or Magnesium Chloride) will then be spread on the walkways to help keep them clear of ice. Walkways will be cleared for a 7 a.m. arrival into the building and until 2:30 p.m. This contract will be billed monthly based on the number of times the service is performed for the previous month.

***Per time rate: \$180.00***

Acceptance of proposal: \_\_\_\_\_ Date: \_\_\_\_\_



**Central New York's Water Authority**  
**www.ocwa.org**

200 NORTHERN CONCOURSE  
P.O. BOX 4949  
SYRACUSE, NY 13221-4949

PHONE: (315) 455-7061  
FAX: (315) 455-8510

September 29, 2021

Mr. Edmond Theobald, Supervisor  
Town of Manlius  
301 Brooklea Dr.  
Fayetteville, NY 13066

Re: OCWA Project No. 9004072  
Install Hydrant  
Austin Meadows, Sec. 5  
Town of Manlius



Dear Mr. Theobald:

Enclosed please find Map File No. 1680, sheet 2, showing proposed hydrant #14700 in the existing Manlius Consolidated WD Ext. for your review.

If the above hydrant meets with your approval, we request that the Town Board duly approve it. Sign and insert date on the enclosed three (3) Applications for Fire Hydrants. Return two (2) copies to our office and retain one (1) copy for your files.

The Developer, Sharon Caron, will pay for the hydrant installation in conjunction with the 8" Water Main Extension. The Town will be notified when the hydrant is in service, and they will be billed the annual hydrant maintenance rate, which is currently \$74.50 per hydrant per annum.

OCWA will install this hydrant at no charge to the Town upon receipt of Application for Fire Hydrants. The Town will be notified when the hydrant is placed in service, and the above Water District will be billed the annual hydrant maintenance rate, which is currently \$ per hydrant per annum.

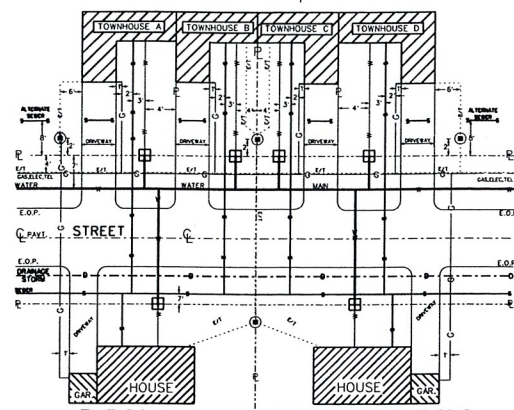
Thank you for your attention to this matter.

Very truly yours,  
OCWA

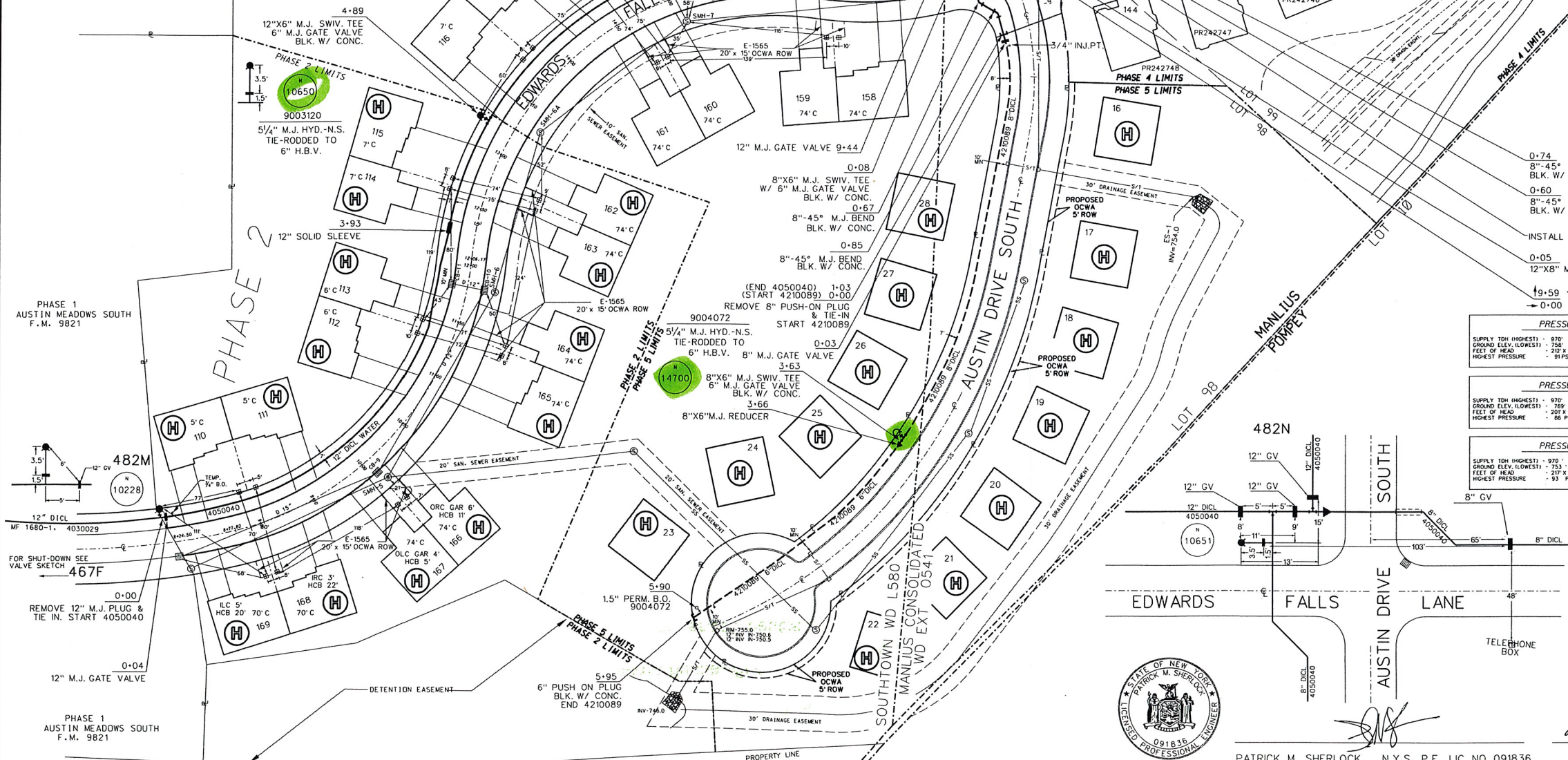
A handwritten signature in black ink, appearing to read 'PSherlock', is written over a horizontal line.

Patrick Sherlock, P.E.  
Engineering Manager

PS:sa  
cc: Project # 9004072  
Accounting  
D. Hughes  
Hyd File #13  
Enc. M.F. 1680\_2  
3 Applications for Fire Hydrant  
Billing Symbol - GOMR



TYPICAL UTILITIES SERVICE LOCATIONS



### LEGEND

- 
- |  |                                                         |
|--|---------------------------------------------------------|
|  | EXISTING WATER MAINS & HYDRANTS                         |
|  | WATER MAINS & HYDRANTS INSTALLED UNDER 4210089, 9004072 |
|  | HYDRANT THREAD CODE<br>HYDRANT NUMBER                   |
|  | GATE VALVE                                              |
|  | WATER SERVICE & CURB BOX.                               |
|  | STORM SEWER W/ CATCH BASINS                             |
|  | SANITARY SEWER W/ MANHOLES                              |
|  | GAS MAIN                                                |
|  | UNDERGROUND ELECTRIC CABLE                              |
|  | UNDERGROUND TELEPHONE CABLE                             |
|  | SEWER FORCE MAIN                                        |
|  | MONUMENT, PROPERTY LINE, POINT OF TANGENT & IRON PIPE   |
|  | CENTERLINE OF ROAD                                      |
|  | • HIGH PRESSURE PRV REQUIRED                            |

ALL POLYWRAPPED  
HIGH PRESSURE  
PRVs REQUIRED

DESIGN DRAWING

THIS DRAWING IS INTENDED FOR CONSTRUCTION.  
SEE RECORD DRAWING WHEN COMPLETE,  
FOR AS BUILT INFORMATION.

MANLIUS CONSOLIDATED WD EXT 0541  
SOUTHTOWN WD L580 '400' Pg. 79-12

[illegible]

PATRICK M. SHERLOCK N.Y.S. P.E. LIC. NO. 091836

9/27/2

**Town of Manlius**

Bid Results – Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables for the Town of Manlius Trash District

Bid Opening: September 29, 2021 11:00 AM

Present: Supervisor Edmond Theobald, Town Manager Oot, Town Clerk Weber, Town Attonrey Timothy Frateschi, Kevin Beverine Syracuse Haulers.

| <u>Years</u>              | <u>Estimated Quantity</u> | <u>Unit Price</u> |
|---------------------------|---------------------------|-------------------|
| Base Years 2022,2023,2024 | 6000 - 6999               | \$358.00          |
| Optional Year 1 – 2025    | 6000 - 6999               | \$358.00          |
| Optional Year 2 – 2026    | 6000 - 6999               | \$358.00          |

**Town of Manlius**

Bid Results – Collection and Disposal of all Brush for the Town of Manlius Brush District

Bid Opening: September 29, 2021 11:00 AM

Present: Supervisor Edmond Theobald, Town Manager Oot, Town Clerk Weber, Town Attonrey Timothy Frateschi, Kevin Beverine Syracuse Haulers.

| <u>Years</u>              | <u>Estimated Quantity</u> | <u>Unit Price</u> |
|---------------------------|---------------------------|-------------------|
| Base Years 2022,2023,2024 | 4000 - 4999               | \$62.00           |
| Optional Year 1 – 2025    | 4000 - 4999               | \$65.00           |
| Optional Year 2 – 2026    | 4000 - 4999               | \$65.00           |

**LOWER CHITTENANGO CREEK MAINTENANCE AGREEMENT  
2020 to 2025**

Cooperative Agreement By and Between

The Town of Manlius  
301 Brooklea Drive  
Fayetteville, NY 13066

The Town of Sullivan  
7507 Lakeport Road  
Chittenango, NY 13037

The Madison County Soil & Water Conservation District  
5603 Wes Road  
Hamilton, NY 13346

**CHITTENANGO CREEK MAINTENANCE AGREEMENT  
2014 to 2019**

**This Agreement**, made by and between the Madison County Soil and Water Conservation District, called the Sponsor; and the Towns of Manlius and Sullivan , called the Towns.

**WITNESSETH THAT:**

**WHEREAS**, Chittenango Creek possesses a drainage area of 326 square miles and runoff from this area must flow to Oneida Lake by means of the Lower Chittenango Creek channel and the capacity of this channel between Bridgeport and the New York State Thruway has been reduced by the presence of logjams. The District and the Towns have agreed to cooperate to implement a plan to remove these logjams.

**NOW, THEREFORE**, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and the Towns do hereby agree as follows:

A. It is agreed that the maintenance work is to be completed at a cost of the money available to do the work according to Attachment 1.

B. The Sponsor will:

1. Upon acceptance of this agreement by any party, assume responsibility for acting as general contractor for the purposes and duration of this Agreement.
2. Be responsible for obtaining required permits, for working with the Towns to obtain necessary easements, and for doing the maintenance work needed.
3. Administer project funds, provide adequate accounting procedures, submit progress reports as needed, and submit annual and final financial reports.
4. Have no authority or right to exceed the amount of the funds available to do the work under Attachment 1.
5. Provide for technical services, including but not limited to obtaining basic information; preparation of specifications; and performance of inspection services and quality control during any maintenance activities.
6. Contract for any maintenance work and arrange for and conduct inspection of the completed work.
7. Take reasonable and necessary actions to dispose of all issues arising out of this Agreement. The Sponsor will advise, consult with, and obtain concurrence of the Towns on any such matters in which the parties could have a financial interest.

C. The Towns will:

1. Provide funds in accordance with the Cost Share Plan as attached to this Agreement designated as Attachment 1, and provide the Sponsor evidence of such commitment in the form of a resolution or similar documentation.
2. Assist the Sponsor in obtaining easements as necessary.

D. It is mutually agreed that:

1. Any additional funds contributed to the maintenance of Lower Chittenango Creek from any other source will be placed in the same fund account, as will any interest earned during the life of this Agreement, and any funds remaining at the end of one year's work season will be used during the following year.
2. Any maintenance activity may begin as funds are available and that the Sponsor need not have the concurrence of all parties to this Agreement as a prerequisite to beginning and /or completing maintenance activities.
3. **HOLD HARMLESS:** The Towns further covenant and agree to indemnify, defend and hold harmless the Madison County Soil and Water Conservation District, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Towns, their employees or agents in connection with this Agreement.
4. **HOLD HARMLESS:** Madison County Soil and Water Conservation District further covenants and agrees to indemnify, defend and hold harmless the Town of Manlius and the Town of Sullivan, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on part of Madison County Soil & Water Conservation District, its officers, agents or employees in connection with this Agreement.
5. Each Sponsor-Contractor Agreement shall be substantially identical to that annexed hereto and designated Exhibit "A", and in particular paragraph "(6)" and "(7)" thereof.
6. Modification of this Agreement and Exhibit A shall be allowed only upon the approval of the governing bodies of all the parties and effected with the same formality as entry into the original contract.

**INWITNESS THEREOF,** The Sponsor and the Towns have executed this Agreement.

Madison County Soil & Water Conservation District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Manlius

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Sullivan

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

To the Lower Chittenango Creek Maintenance Agreement

2020 to 2025 COST SHARE PLAN

Municipality

|                  |                 |
|------------------|-----------------|
| Town of Manlius  | \$1,350.00/year |
| Town of Sullivan | \$5,000.00/year |

All interest earned remains in the fund.

## **AGREEMENT**

**THIS AGREEMENT**, by and between the Madison County Soil and Water Conservation District, a special District authorized by the Madison County Board of Supervisors, by Doug Holdridge, Chairman, Madison County Soil and Water Conservation District Board of Directors, hereinafter called "District" and, \_\_\_\_\_, hereinafter called "Contractor";

## **WITNESSETH**

**WHEREAS**, the Contractor possesses the special skills and training required to perform services in connection therewith;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The District reserves the right to terminate this Agreement for cause at anytime.
- 2) **SCOPE OF SERVICES:** The Contractor shall provide services as outlined in Schedule A attached hereto and made a part hereof. The Contractor shall report directly to Michael Johnston, Sr. District Technician, or other designee.
- 3) **COMPENSATION:** The District hereby agrees to pay the Contractor an hourly rate of \_\_\_\_\_ in full and final satisfaction of all services and expenses. The total amount of compensation shall not exceed \_\_\_\_\_.

Payment shall be made in accordance with established District procedures, upon submission of itemized bills which specify dates and hours of work performed, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue service form W-9 (request for taxpayer identification number and certification.)

- 4) **ASSIGNMENT:** The Contractor agrees that he shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or his responsibility to perform under contract or his right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to him hereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the District.

**Exhibit A**

## Agreement Continued

5) **INDEPENDENT CONTRACTOR:** For the purpose of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of the District, the County of Madison (herein called the "County"), or the Towns of Sullivan, Manlius (herein called the "Towns"), and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the District, County or Towns.

6) **HOLD HARMLESS:** Regarding the operations and responsibilities concerning the Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the Madison County SWCD, the County of Madison, the Town of Sullivan, the Town of Manlius, their officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, his employees or agents in connection with this Agreement.

7) **INSURANCE:** The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations and Broad form Contractual with minimum limits of \$1,000,000.

The required insurance policies shall be endorsed to include Madison County Soil and Water Conservation District, The Town of Sullivan and the Town of Manlius, as additional insured. Also, to include the provision that the issuing company (s) will notify the Certificate of Insurance Holder, who shall be Patricia Casler, located at 6503 Wes Road, Hamilton, NY 13346 and Supervisor John Becker located at the Town of Sullivan Office, New Boston Road, Chittenango, NY 13037 and Supervisor Edmond Theobald, located at Town of Manlius Office, 301 Brooklea Drive, Fayetteville, NY 13601 by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation, or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

8) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State

## Exhibit A

and county laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

9) **CERTIFICATE OF INSURANCE:** The Contractor shall have furnished to the Madison County Soil and Water Conservation District a Certificate of Insurance which shall evidence all of the above requirements of insurance, including Worker's Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the District of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types,; amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as herein above required so as to include the District, The Town of Sullivan and the Town of Manlius, as additional insured and to notify the District of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, Madison County SWCD, 6503 Wes Road, Hamilton, NY 13346.

10) **LICENSES AND PERMITS:** The District hereby agrees to obtain necessary Protection of Waters permits from NYS DEC and US Army Corps of Engineers. Contractor hereby agrees that he will obtain at his own expense all other licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

11) **APPROPRIATIONS:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the District beyond monies appropriated and available for the purpose thereof.

12) **CONTRACT MODIFICATIONS:** This Agreements represents the entire and integrated Agreement between the District and the Contractor and supercedes all prior negotiations, representations or agreements either written or oral. The Agreement may be amended only by written instrument signed by both the District and the Contractor.

13) The contractor shall, during his regular working hours, permit observation of the work by the District, its authorized agents and public authorities who have a bonafide interest in the successful completion of the work.

## **Exhibit A**

- 14) The District will issue Internal Revenue Service form 1099-Miscellaneous to report payments to the contractor.
- 15) The District will provide the contractor with the Prevailing Rate Schedules for the applicable job classifications.
- 16) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 17) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clauses shall be deemed to have been inserted and shall have the full force and effect of law.

## **Exhibit A**

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

**MADISON COUNTY SOIL AND  
WATER CONSERVATION DISTRICT**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairman, Board of Directors

STATE OF NEW YORK)  
COUNTY OF MADISON) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public-State of New York

DATED: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MADISON) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public-State of New York

**Exhibit A**

## **SCHEDULE A**

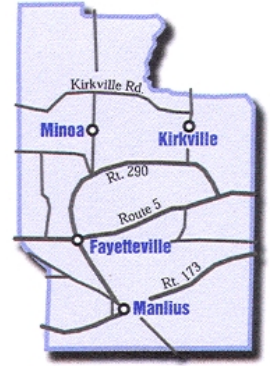
Logjams will be removed through the use of an excavator with thumb and cable attached. Logjam material will be chainsawed to a truckable size and loaded onto trucks provided by the local Highway Department. The contractor will provide an excavator with operator and another laborer to attach cables and chainsaw logjam materials, as well as at least two chainsaws and a boat.

### **General Provisions:**

- 1) Except where otherwise noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, power, water, and other items necessary to complete the work.
- 2) Workmanship shall be of good quality and all work completed in a workmanlike manner.
- 3) Work shall be performed only during regular work hours, 8:00 AM to 4:30 PM Monday through Friday, with the exception of holiday, except with the prior permission of the District Project Inspector.
- 4) The contractor shall be responsible for the repair or replacement of property that is damaged by the contractor and his/her employees.
- 5) The contractor shall comply with Article 8 (Section 220-223) of the New York State Labor Law whose provisions are listed in Appendixes A and B.

# Town of Manlius

Allison A. Weber, Town Clerk



October 13<sup>th</sup>, 2021

Nancy Lowery  
Onondaga County Office of Economic Development  
333 W. Washington Street, Suite 130  
Syracuse, NY 13202

Dear Mrs. Lowery,

The Manlius Town Board would like to voice their support for the Renewable Properties, LLC Kirkville Road Solar Project located at 7390 Kirkville Road in the Town of Manlius. The Board supports the \$4,000/MW PILOT and looks forward to the completion of the project.

Sincerely,

Edmond J. Theobald  
Town Supervisor

Edmond J. Theobald, Supervisor

Town Board - Karen Green, Sara Bollinger, Elaine Denton, John Deer, Heather Waters, Katelyn M. Kiesel