

MINUTES
TOWN BOARD
October 12, 2022

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here;

<https://www.youtube.com/channel/UC3pS9-uTiX4l7aEgciGEVSA>

Supervisor John Deer presided, and the following Board members were present:

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Katelyn M. Kriesel, Councilor
Alissa Italiano, Councilor
William Nicholson, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Rob Cushing, Highway Superintendent
Kayandra Blythe, Deputy Town Manager
Allison A. Weber, Town Clerk
Ann Oot, Town Manager

The following Town Officers Attending Virtually:

Michael Crowell, Police Chief. Tom Poitras, Code Enforcement Officer

1. Attendees

In-Person Meeting Attendees: David Tyler, Jamesville. Christine Santella Agrippino, Manlius. Trevor Edkin, Manlius. William & Mary Ann Macaulay, Manlius. David Ciccone, Manlius. Roseann & George Lorefice, Manlius. Leonard Savedoff, Manlius. Brian & Deborah Kelly, Manlius. Lisa Baker, Village of Manlius. Paul Whorrall, Village of Manlius. Jansen Casscles, Village of Manlius. Mark Olson, Village of Fayetteville. Bill Cross, Manlius. Dan Tyrel, Fayetteville. Dan Kinsella, Fayetteville. Joshua Waldbay, Manlius.

Virtual Meeting Attendees: Jennifer Edkin, Beth M. K. Speciale, Vicki Meguid, Adam Wasileski.

2. The Pledge of Allegiance

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

3. 6:32 PM Open Podium

Dave Barnwell asked if the results of the ARPA fund survey results will be made public?

Supervisor Deer answered yes. Mr. Barnwell suggested that the ARPA funds be used to install gas tanks at the highway garage.

Mr. Barnwell asked for the status of the proposed town hall, if the police department would be included and if any of the old plans would be used. Supervisor Deer answered yes.

4. 6:36 PM Public Hearing – Zone Change for Seven Pines Project located at 8104, 8108, 8112 and 8116 Manlius-Cazenovia Rd., from CA & RA to RM

The applicant or a representative for the applicant was not present at the meeting.

SEQR

Councilor Bollinger made a motion, seconded by Councilor Denton, to declare the Town of Manlius lead agency for SEQR purposes in the matter of the proposed zone change for 8104,8107,8112 and 8116 Manlius-Cazenovia Rd. from CA & RA to RM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nays: 0

All in Favor.

Motion Carries.

PART II – Short Environmental Assessment Form

Attorney Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board determined that each of the environmental factors would have no more

than a small to moderate impact. After further discussion, the Board agreed that there would be no significant environmental impact by issuing (approving for LL) the Zone Change request based on the reasons set forth in the Resolution drafted by the Attorney for the Town.

Councilor Bollinger made a motion, seconded by Councilor Denton, to issue a negative declaration for SEQR purposes in the matter of the proposed zone change for 8104,8107,8112 and 8116 Manlius-Cazenovia Rd. from CA & RA to RM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Denton, to waive the reading of the public notice in the matter of the proposed zone change for 8104,8107,8112 and 8116 Manlius-Cazenovia Rd. from CA & RA to RM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Bollinger, to open the public hearing at 6:43 PM in the matter of the proposed zone change for 8104,8107,8112 and 8116 Manlius-Cazenovia Rd. from CA & RA to RM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Dr. Savedoff, Manlius, stated that he has a practice in the Seven Pines Office Park. Dr. Savedoff discussed his legal interactions with the applicant and the applicant has been unresponsive and difficult to work with. Dr. Savedoff stated that his practice requires a lot of parking, which he tried to get an amendment for. Dr. Savedoff stated the walls in the building are paper thin and not built for commercial use.

Roseann Lorefice, Whetstone Rd. stated that she lives nearby, and she has the following concerns about the proposed zone change. Mrs. Lorefice stated that traffic will be significantly impacted on Route 92 (Manlius-Cazenovia Rd.) and this is already an issue. Mrs. Lorefice stated that she is concerned about privacy to include protection from cut throughs on our property to Mill Run Park. Mrs. Lorefice stated that she has concerns about the environment as Limestone Creek has already been impacted by the erosion at the Bluffs. Mrs. Lorefice stated that she is concerned about future development and increased stormwater problems. Mrs. Lorefice stated that she is opposed to any change that would limit their ability to comment on further development.

Councilor Denton shared the allowed uses in Restricted Agricultural Districts (RA) and Residential Multiple-Use Districts (RM) zoning districts.

Trevor Edkin, Whetstone Rd. stated he shares a property line with the applicant. Mr. Edkin discussed the zoning of parcels, how they came to be zoned, what they are zoned as. Mr. Edkin discussed his concerns about the increased use and asked what the Town will get out of this change. Mr. Edkin stated that the applicant is not even present at the meeting.

Councilor Bollinger stated the change from RA & CA to RM would make the potential uses of the parcel less intensive.

The Town Board discussed what could be developed in the CA zoning and how that would appear before the Planning Board and the Zoning Board of Appeals. The Board discussed what happens when you zone a property into non-conformity and discussed the required setbacks of the parcels. The Town Board discussed parking requirements.

Mr. Edkin stated that a topographical map would show that the parcel is higher than other parcels. Mr. Edkin states that this project would add residential properties without adding a tax base to support the schools and emergency services. Mr. Edkin stated that while there is an open

Town Clerk Weber stated that she has received letters of opposition from the following residents and added those letters to the official record:

Brian and Deborah Kelly, Manlius
Trevor Edkin, Manlius
Roseanne and George Loreface, Manlius
John Goodman, Manlius

Dr. Savedoff stated again that there is something amiss as the applicant doesn't communicate and is not responsive.

George Loreface, Manlius, stated that when the project was originally built in 1987 the neighbors were not even notified and thanked the Town Board for their notifications.

Brian Kelly, Whetstone Rd., stated his concern is the parcel that is zoned Restricted Agricultural. Mr. Kelly stated that he believes the parcel was zoned RA to create a buffer between the commercial areas and residential area and believes this is a message for any development that a buffer should remain.

Councilor Bollinger made a motion, seconded by Councilor Denton to Adjourn the Public Hearing until the October 26, 2022, meeting at 6:35 PM.

5. 7:27 PM Public Hearing – Fayetteville Fire Contract 2023

Councilor Bollinger made a motion, seconded by Councilor Denton, to waive reading of the public notice for the consideration of the 2023 Fayetteville Fire Protection Contract.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Kriesel made a motion, seconded by Councilor Italiano to open the public hearing at 7:27 PM for the consideration of the 2023 Fayetteville Fire Protection Contract.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Mark Olson, Village of Fayetteville Mayor, gave a presentation on the 2022-2023 Fayetteville Fire Budget. Discussion ensued regarding the contract, call volume, mutual aid and the cost of providing services.

Councilor Denton made a motion, seconded by Councilor Bollinger to close the public hearing at 7:46 PM in the matter of consideration of the 2023 Fayetteville Fire Protection Contract.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Bollinger to approve the 2023 Fayetteville Fire Protection Contract in the amount of \$1,994,075.00 as prepared by the Attorney for the Town and authorize the Supervisor to sign the contract.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

IN THE MATTER

of

**Contracting with the Village of Fayetteville,
New York, for Fire Protection and Emergency**

RESOLUTION AUTHORIZING Fire Protection and Emergency Ambulance Service Agreement After Public Hearing

**Ambulance Service for the FAYETTEVILLE
FIRE PROTECTION of the TOWN OF
MANLIUS**

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 12th day of October 2022 at 6:30 p.m.

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

John Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Katelyn Kriesel	Councilor
Alissa Italiano	Councilor
William Nicholson	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 28, 2022 called a Public Hearing on October 12th, 2022 at 6:35 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 12th day of October 2022, 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 12, 2022, 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, 2023, the Town shall pay to the Village a total sum of \$1,994,075.00 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 2023, commencing January 1, 2023 and remaining in effect through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 12th day of October, 2022.

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 12th day of October, 2022; 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 12th day of October, 2022.

**DATED: October 12, 2022
 Fayetteville, New York**

Councilor

Elaine Denton	Councilor
Katelyn Kriesel	Councilor
Alissa Italiano	Councilor
William Nicholson	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 "**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 28, 2022, called a Public Hearing on October 12th 2022 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 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 12th day of October 2022, 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 12th 2022, 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, 2023, the Town shall pay to the Village a total sum of \$1,582,416.55 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 2023, commencing January 1, 2023 and remaining in effect through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 12th day of October 2022.

ATTEST:

TOWN OF MANLIUS

By: _____

Town Clerk

Supervisor

ATTEST:

VILLAGE OF MANLIUS

Village Clerk

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 12th day of October 2022; 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 12th day of October 2022.

**DATED: October 12, 2022
 Fayetteville, New York**

Councilor Waters made a motion, seconded by Councilor Denton set a date for a public hearing in the matter of the 2023 Minoa Fire Protection and Emergency Ambulance Service contract of October 26, 2022, at 6:35 PM as outlined in the resolution prepared by the Attorney for the Town.

Nayes: 0 All in Favor. Motion Carries.

RESOLUTION CALLING FOR PUBLIC HEARING

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

WHEREAS, the cost of such services as proposed in the contract is approximately \$1,241,693 for a one-year period beginning January 1, 2023 through December 31, 2023;

WHEREAS, pursuant to Section 184(2) of the Town Law, a public hearing, upon at least 10 days notice, is required before the Board can enter into such contract;

WHEREAS, a copy of said contract has been filed with the Clerk of the Town of Manlius and is available for inspection during ordinary business hours of the Town;

NOW, THEREFORE, BE IT ORDERED that a public hearing before the Town Board shall be held at 301 Brooklea Drive, Town of Manlius, State of New York on the 26th day of October 2022 at 6:35 p.m. to consider said contract to enter into fire and ambulance services for the Minoa Fire Protection District.

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 12th day of October, 2022; 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 HEREBY 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 12th day of October 2022.

DATED: October 12th, 2022
Fayetteville, New York

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

8. 8:07 PM Bid Results – Floating Kayak Dock at Poolsbrook Lakes

The Town received one bid for the proposed floating kayak dock at Poolsbrook. The bid was received from BoardSafe in the amount of \$57,844.21. The bid received was much higher than anticipated. The Town Board tabled the matter to discuss the bid further with BoardSafe.

9. 8:08 PM Drainage District #1 – Clark Hill Storm Sewer Rehabilitation – Bid Documents

Councilor Bollinger made a motion, seconded by Councilor Italiano, to issue a bid for Clark Hill Storm Sewer Rehabilitation as outlined in the specifications prepared by M.J. Engineering.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

10. 8:09 PM Drainage District #2 – Muirfield Drive Drainage Improvement – Proposal for Engineering Services

The Town Board discussed the proposal received from M.J. Engineering for the engineering services related to the repair and expansion of the Muirfield Drainage System. The Town Board

tabled the matter to gather more information from the Engineer for the Town. The Town Board requested that M. J. Engineering present more information on this at the November 2nd meeting.

11. Police Chief

8:17 PM Surplus Radios – TMPD

Councilor Waters made a motion, seconded by Councilor Nicholson to declare the Motorola radios and accessories surplus, and transfer the radios and accessories to the Kirkville Fire District as presented by Chief Crowell.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nays: 0

All in Favor.

Motion Carries.

8:19 PM Body Worn Camera Discussion

Chief Crowell stated the current body cameras have been discontinued. Chief Crowell stated at this time they cannot buy new cameras of the current model and they cannot have the current cameras serviced. Chief Crowell stated the only option now is to purchase new model cameras as outlined in the proposal presented. The Town Board discussed the proposal received for new cameras. After a lengthy discussion it was noted that the proposal for body cameras submitted by Motorola Solutions was part of a state bid. The Town Board requested that the department gather more information on whether or not a physical server needs to be purchased as outlined in Section 8 of the bid.

Councilor Waters made a motion, seconded by Councilor Italiano to accept quote # 1783730 for the updated new compatible Motorola body cameras and accessories subject to review of line Section 8 of the bid which is for the server. Funding is authorized during the current year. Funds transfer from the 100's to the 400's is authorized if necessary.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nays: 0

All in Favor.

Motion Carries.

8:35 PM Flock Camera Agreement & Grant

Chief Crowell discussed Flock Camera technology. The cameras are license plate readers. Town of Manlius Police Department stated that this camera grant funding could be used for hardening soft target areas that could be susceptible to domestic terrorism. Chief Crowell stated he applied for three cameras and will receive one which will be placed in the Village of Fayetteville on Route 5 if approved.

The Town Board discussed some concerns that they have regarding the camera which include data security, privacy, and resident awareness of the program.

The Town Board tabled the matter for a presentation before the Police Committee and gathered input from the public.

12. 8:52 PM Town Manager

Deputy Town Manager, Blythe shared that there are two events coming up for Manlius Town Employees.

- Flu Shot Clinic for Town employees will be held October 19, 2022.
- Employee Benefits Fair for Town employees will be held October 20, 2022.

8:54 PM Amendment to Novis PILOT

Town Manager Oot presented amendments for the PILOT agreements with Novis for the Solar Arrays on N. Eagle Village Road and Green Lakes Road. Town Manager Oot stated that the amendments will bring the agreements into alignment with the Town's fiscal year.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the amendments to the PILOT agreements with Novis for the solar arrays on N. Eagle Village Road and Green Lakes Road as outlined in the agreements presented by Town Manager Oot.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

13. 8:58 PM Town Clerk

Town Clerk Weber stated that the annual dog control contract and cruelty prevention services contract with the CNYSPCA is up for renewal. The CNYSPCA has requested that the Town Board enter into a 3-year contract for both dog control and cruelty prevention with the below increases:

DATE	Dog Control - SPCA	Proposed Increase DC	Increase Amount DC	Dog Cruelty - Contract	Proposed Increase	Increase Amount
1/1/2023 - 12/31/2023	\$ 30,087.00	\$3,000	\$3,000	\$ 5,972.27	2.50%	\$ 145.67
1/1/2024 - 12/31/2024	\$ 30,839.18	2.50%	\$ 752.17	\$ 6,121.57	2.50%	\$ 149.31
1/1/2025 - 12/31/2025	\$ 31,610.15	2.50%	\$ 770.98	\$ 6,274.61	2.50%	\$ 153.04

The Town Board discussed the increase and tabled the matter for the new contracts to be drafted.

14. Supervisor

9:00 PM Conceptual Site Plan for New Town Hall – Proposal for Engineering Services

Town Supervisor Deer stated that the proposal for engineering services for a new Town Hall to determine if the potential site is suitable for a building.

Councilor Kriesel made a motion, seconded by Councilor Waters to authorize the Supervisor to sign and accept the proposal from M.J. Engineering dated September 30, 2022, for the engineering services for the development of conceptual site plans for the potential new town hall located along N. Burdick Street in the amount of \$5,000.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Opposed: Councilor Denton 6-1 Motion Carries

9:01 PM Aspinall’s – Town Hall Sidewalk Shoveling Contract

Councilor Waters made a motion, seconded by Councilor Italiano to approve the 2022-2023 Seasonal contract with Aspinall’s for the shoveling of the sidewalks at town hall at a rate of \$180 per visit.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson, Councilor Denton

9:02 PM Budget Timeline Update

Supervisor Deer gave an update on the budget process.

Councilor Bollinger made a motion, seconded by Councilor Italiano to hold a Special Town Board Meeting on November 9, 2022, at 6:30 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson, Councilor Denton

Nayes: 0 All in Favor. Motion Carries.

15. Committees

9:03 PM Councilor Nicholson – Deer Committee Report

Councilor Nicholson stated that he met with the Village of Fayetteville and the intermunicipal agreement should be finalized soon. Councilor Nicholson stated that the USDA is in the process of finalizing the locations and everything should be in place soon.

9:05 PM Sustainable Manlius

Councilor Kriesel made a motion, seconded by Councilor Denton, to adopt the resolution declaring support for the NYS climate action plan as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson, Councilor Denton

Nayes: 0 All in Favor.

16. 9:06 PM Approval of Minutes – September 28, 2022

The Town Board tabled the September 28, 2022, minutes.

17. 9:07 PM Approval of Abstract # 19

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve Abstract # 19 in the amount of \$166,579.33 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 19		
CODE	FUND	TOTALS
A	General Fund Townwide	\$73,554.87
B	General Fund Town	\$6,726.18
DA	Highway Fund Townwide	\$18,384.75
DB	Highway Fund Town	\$64,512.53
TA2	Trust & Agency - Other	\$3,401.00

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

18. 9:08 PM Adjournment

There being no further business to come before the Board, upon a motion duly made by Councilor Italiano and seconded by Councilor Kriesel the Board voted unanimously to adjourn regular session at 9:08 PM to discuss a pending litigation matter and a change to collective bargaining.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

EXECUTIVE SESSION MEETING MINUTES
Executive Session
October 12, 2022

There being no further business to come before the Board, upon a motion duly made by Councilor Italiano and seconded by Councilor Bollinger the Board voted unanimously to adjourn executive session at 9:14 PM and re-enter regular session.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Waters to enter into an agreement with CNY Pomeroy Appraisers to do an appraisal of the Towne Center Retirement Community, located at 3900 Medical Center Drive, Fayetteville at a cost of \$15,000.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson, Councilor Denton

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Waters to enter into an agreement with CNY Pomeroy Appraisers to do an appraisal of the Craftsman Inn, located at 7300 E. Genesee St., Fayetteville at a cost of \$12,000.

Councilor Bollinger made a motion, seconded by Councilor Waters to enter into an agreement with Bruckner, Tillett, Rossi, Cahill & Associates to do an appraisal of 400 Clinton St., Fayetteville at a cost of up to \$8,000.

Councilor Waters made a motion, seconded by Councilor Italiano to authorize the Supervisor to enter into an agreement with the PBA to amend our collective bargaining agreement with a side letter to be in effect in 2023, to adjust our scheduling from six day on to and three days off to four days on and three days off and adjust the shift times from eight hours to ten hours.

There being no further business to come before the Board, upon motion duly made by Councilor Italiano and seconded by Councilor Nicholson the Board voted unanimously to adjourn regular session at 9:20 PM.

Submitted by:
Allison A. Weber
Town Clerk