

MINUTES
TOWN BOARD
October 26, 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
	Alissa Italiano, Councilor
	William Nicholson, Councilor
Absent	Katelyn M. Kriesel, Councilor

The following Town Officers were present:

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

The following Town Officers Attending Virtually:

Michael Crowell, Police Chief. Rob Cushing, Highway Superintendent.

1. Attendees

In-Person Meeting Attendees: Don Grevelding, Minoa Fire Chief. Bill Brazill, Minoa Mayor. James Knittel, Syracuse. Roseann & George Lorefice, Manlius. Brian & Deborah Kelly, Manlius. Dan Silky, Manlius. Joseph Resti, Manlius. Hillary Damon, Manlius. Michelle & Chad Burgess, Manlius. William & Mary Anne Macaulay, Manlius. Joshua Waldby, Manlius. Tom Lischak, Manlius. Robert Wheeler, Manlius. Bill Cross, Manlius. Karen Tarala, Manlius. Trevon Edkin, Manlius.

Virtual Meeting Attendees: Grazi Zazzara, Keith Ewald, Jennifer Edkin, Scott M.

2. The Pledge of Allegiance

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

3. 6:33 PM Open Podium

Thomas Lischak, 7761 Rolling Ridge Dr. stated he is concerned about the traffic issues in his neighborhood with cars speeding and passing stopped school buses. Mr. Lischak is concerned for his grandchildren and would like to see more police in the area.

Dan Silky, 7753 Rolling Ridge Dr. stated he is also concerned about traffic with there being younger families with children moving into the neighborhood. Mr. Lischak stated there was a frightening situation recently when a car flipped over into a neighbor's yard. Mr. Lischak suggested dropping the MPH, no passing signs, more police patrols.

Joe Resti, 7787 Rolling Ridge Dr. stated he lives at the bend where the accident occurred and stated it is a blind turn. Mr. Resti requested seasonal speed bumps.

Michelle Burgess, 4535 Hunters Ridge Dr. asked for a traffic study of the area to be completed by the Town, as had been discussed in December.

Karen Tarala, 4534 Pauli Dr. stated she agrees with the neighbors' comments. Ms. Tarala stated the recent accident has caused her great concern for her children's safety. Ms. Tarala stated in her research she found there is 53% to 60% reduction in injury or death in neighborhood children struck by a vehicle.

4. 6:46 PM Public Hearing – Minoa Fire Contract 2023

Bill Brazill, Village of Minoa Mayor, gave a presentation on the 2022-2023 Minoa Fire Budget. The Town Board discussed the fire budget with Mayor Brazill and asked questions.

Councilor Bollinger made a motion, seconded by Councilor Denton, to waive the reading of the public notice in the matter of the 2023 Minoa Fire Protection Contract in the amount of \$1,241,693 as prepared by the Attorney for the Town and to authorize the Supervisor to sign the contract.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to open the public hearing at 6:47 PM in the matter of the 2023 Minoa Fire Protection Contract in the amount of \$1,241,693 as prepared by the Attorney for the Town and to authorize the Supervisor to sign the contract.

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

Nayes: 0 All in Favor. Motion Carries.

With there being no further comments from the public, Councilor Bollinger made a motion, seconded by Councilor Italiano, to close the public hearing at 7:03 PM in the matter of the 2023 Minoa Fire Protection Contract in the amount of \$1,241,693 as prepared by the Attorney for the Town and to authorize the Supervisor to sign the contract.

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

Nays: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the 2023 Minoa Fire Protection Contract in the amount of \$1,241,693 as prepared by the Attorney for the Town and to authorize the Supervisor to sign the contract.

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

Nays: 0 All in Favor. Motion Carries.

IN THE MATTER

of

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

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 26th 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

Alissa Italiano	Councilor
Katelyn Kriesel	Councilor
William Nicholson	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 October 12, 2022, called a Public Hearing on October 26th 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 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 26th day of October 2022 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 26, 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;

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, 2023, the Town shall pay a total sum of \$1,241,693, via payments of \$ 1,200,193 to the Village and \$ 41,500 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 with 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 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 on the 26th day of October 2022.

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 26th 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 26th day of October 2022

DATED: October 26th, 2022
Fayetteville, New York

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

5. 7:03 PM Continuation Public Hearing – Zone Change for Seven Pines Project located at 8104, 8108, 8112 and 8116 Manlius-Cazenovia Rd., from CA & RA to RM

Jim Kittel, AIA in-Architects, stated the buildings on this property are under used and would benefit by incorporating some residential space. The three smaller buildings have stairs and a lift and would fit three one-bedroom apartments and the larger building would fit four one-bedroom apartments. Mr. Kittel stated that building number three will not have any housing at this time. Mr. Kittel stated that would be a total of ten one-bedroom apartments. Mr. Kittel stated currently there are ninety-three parking spaces with the changes to partial residential ninety-three would work. Mr. Kittel thinks changing the zoning to RM would fit the neighborhood setting and would eliminate the possibility of high traffic business coming in if it stayed CA.

Roseann Loreface, 4694 Whetstone Rd. thanked the board for being communicative with the neighbors. Ms. Loreface stated she does not believe the zoning has to be the same for all the parcels. Ms. Loreface would like to see the one building that is zoned RA stay at its present zoning designation as protection from future development.

Trevor Edkins, 4674 Whetstone Rd. discussed the different zoning options and how that would affect parking and the use intensity of this property. Conversation ensued about the use intensity of different zoning and what it could be if the zone change was denied. Mr. Edkins stated that he is opposed to the zone change.

The Town Board tabled the matter for further consideration.

With there being no further comments from the public, Councilor Denton made a motion, seconded by Councilor Waters, to close the public hearing at 7:39 PM in the matter of the Zone Change for Seven Pines Project located at 8104, 8108, 8112 and 8116 Manlius-Cazenovia Rd., from CA & RA to RM.

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

Nayes: 0

All in Favor.

Motion Carries.

6. 7:40 PM Zone Change Request – 4600 Enders Rd. (tax map # 117.2-01-04.0) – Request amended to RA to RM

Grazi Zazzara, applicant for 4600 Enders Rd., Manlius Zone Change explained that the original request was for a zone change of Restricted Agricultural Districts (RA) to Commercial District A (CA) to allow for a Banquet/Events Venue. Mr. Zazzara stated they are now requesting the zone change of Restricted Agricultural Districts (RA) to Residential Multiple-Use Districts (RM) with the plan for office space and apartments.

Councilor Denton made a motion, seconded by Councilor Italiano to refer the zone change request for the parcel located at 4600 Enders Road to change the zoning from Restricted Agricultural Districts (RA) to Residential Mixed Use to the Town Planning Board and Onondaga County Planning Board.

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

Nayes: 0

All in Favor.

Motion Carries.

7. 7:46 PM Update on the Comprehensive Plan from Keith Ewald from Barton & Loguidice

Barton & Loguidice gave a presentation on the status of the Comprehensive plan and encouraged all residents to take the comprehensive plan survey.

8. 7:56 PM Kirkville 2023 Approved Fire Budget

Councilor Denton gave a presentation on the 2022-2023 Kirkville Fire District Budget.

9. 7:58 PM CNY Stormwater Coalition Staff Services and Education

Councilor Bollinger made a motion, seconded by Councilor Italiano 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 as presented.

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

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

16. Adjournment

There being no further business to come before the Board, upon a motion duly made by Councilor Denton and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 8:05 PM.

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

Nayes: 0

All in Favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk