

Agenda
Town Board Meeting
October 4, 2023
6:30 PM

1. Virtual Meeting Instructions

Documents:

[10-4-23 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

1) Derek Underwood - IC-SRO Request

Documents:

[IC-SRO-REQUEST-MANLIUS.PDF](#)
[LEBANON-COUNCIL-SRO.PDF](#)

4. Public Hearing - Zone Change - 7078 East Genesee St., Fayetteville (Tax Map # 092.-01-05.0) R1 To RM

View Zone Change Proposal Documents [HERE](#)

5. Public Hearing - Zone Change - Highbridge St. (Tax Map # 093.-01-05.1) Garden Park

View Zone Change Proposal Documents [HERE](#)

6. Continued Public Hearing - Zone Change (R5 To PUD) - Twin Ponds, N. Burdick St.

View District Proposal Documents [HERE](#).

7. Local Law Amending Definitions Section And RT Zoning For Cannabis

Documents:

[LOCAL LAW 2023 - AMENDING DEFINITIONS SECTION AND RT ZONING FOR CANNABIS 4895-8498-0355 V.3.PDF](#)

8. Police Building Lease - Village Of Manlius

Documents:

[TMPD LEASE 23-25.PDF](#)

9. OCWA-Skyridge Water District - Pump Replacement

Documents:

[OCWA QUOTE.PDF](#)

10. Selection Of Professional Services - Highway Garage

Documents:

HIGHWAY PROFESSIONAL SERVICES.PDF

11. Approval Of Abstract # 19

Documents:

ABSTRACT 19.PDF

12. 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



October 4, 2023

6:30 PM

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/83150778087?pwd=UVJycDIWVUNOTVpRYW9ua3B6VGZaZz09>

Password to join when prompted:

Password: **474949**

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: 831 5077 8087

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

Password: **474949**

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

DEREK UNDERWOOD, ESQ.
The White House
Fayetteville, NY
(315)440-1300
dsu@me.com

VIA ONLINE SUBMISSION

October 2, 2023

Manlius Town Board
Town of Manlius, New York
301 Brooklea Drive
Fayetteville, NY 13066

re: Pending Non-Public School Request for a School Resource Officer
Time-Sensitive

Dear Members of the Manlius Town Board:

I am writing in support of a non-public school, Immaculate Conception ("I.C."), who has a request before the Town Board for a School Resource Officer (or similar), and offers to cover the Town's cost for the same. I am a resident of the Town of Manlius and I have been an attorney for over 25 years. I.C.'s request is reasonable and would result in a clear benefit to the Town of Manlius. Resistance to I.C.'s request does not appear to be justified in fact or law and I am one of many in the community that are not satisfied with the pace of progress towards fulfillment of the request.

Funding is Resolved

Five years ago, the New York State Sheriff's Association urged the state legislature to affirmatively fund SROs at all public and non-public schools in New York State. Unfortunately, such funding has not yet been enacted but there is a relevant pending bill before the NYS Senate Education Committee (NYS Senate Bill S6148). However, funding is not an issue for the current request before the Town. Just like the public schools within the Town who currently cover the cost of SROs assigned, the non-public school will also cover the cost.

Misunderstandings

Based on some comments from Town Board members made at the last Town Board meeting, there seem to be misunderstandings about this issue. Further, some of the comments made by Town Board members sounded like a general bias against non-public schools.

There is a very long history of liberty and freedom of school choice for parents in New York State and across the United States. A large percentage of students in New York State, and beyond, attend non-public schools. The US Supreme Court has protected a parent's right to choose a non-public school through numerous decisions perhaps beginning in 1925 with the case *Pierce v. Society of Sisters of the Holy Names of Jesus and Mary*.

Due to the essential nature of education, non-public schools, such as I.C., are subject to extensive compliance with all manner of school rules and regulations in New York State. In reviewing I.C.'s specific request before the Town Board, there is no useful or relevant distinction in New York State between public and non-public schools for the Town Board to consider.

Please be advised that taxpayers in New York State paid in excess of \$300 million to non-public schools for the 2022-2023 school year. Non-public schools receive all manner of aid and resources from state taxpayers, including but not limited to, books, technology, library resources, health and safety, special education needs, renovations and improvements. In addition, public school buses transport students to and from non-public schools, throughout the state, and specifically within the Town of Manlius to and from I.C. There are thoughtful well-established legal measures in place towards creating significant equality between public and non-public schools in New York State for the benefit of everyone. As a Town Board, it is very important to act in harmony with this framework of striving for equality when dealing with a non-public school. It is possible that the Town Board has not previously understood the critical importance of all schools, including non-public schools, and the extent to which parental choice and non-public schools are already extensively protected by law and supported by taxpayer funds.

All schools, public and non-public, are integral to the functioning of society and are essential elements of the community. Benefits to schools, regardless of whether they are public or non-public schools, are benefits to the community. In regards to New York state education policy, even the United States Supreme Court has specifically supported non-public schools in New York State including, for example, their right to receive public funds for testing and other services (*Committee for Pub. Educ. v. Regan, 1980*), and their right to receive textbooks from public schools (*Board of Education v. Allen, 1968*).

It may be helpful to discontinue commenting and characterizing I.C. as an ordinary "private business" and thereby misapplying legal constructs such as New York's prohibitions against public "gifts and loans" which do not apply to I.C.'s request. The discussion of "gifts and loans" has little relevance to schools in general, no matter if they are public or non-public schools. A school is not the same as a private businesses such as a retail gift shop or a Starbucks. Schools are subject to distinct rules, regulations and essential standards.

Legal Advice

As of 2022, there are over 187,000 lawyers - just in New York State alone. Lawyers take positions and argue. They often do not agree for a variety of reasons. You can engage a lawyer to

argue for a position or against a position. Town Boards typically engage an attorney to advise them. However, the Town Board is the decision-maker and Town Board decisions are not required to mirror legal advice.

Selected Legal Distractions

I.C.'s request to the Town Board has faced some distracting legal concepts.

A. The Gift and Loan Clause of the NYS Constitution

The purpose of the "Gift and Loan" clause is "to curb raids on the public purse for the benefit of favored individuals or enterprises furnishing no corresponding benefit". *New Windsor Volunteer Ambulance Corps, Inc. v. Myers*, 442 F.3d 101, 112 (2d Cir. 2006).

The "Gift and Loan" clause was enacted in 1874 primarily due to public bonds sold for private railroad stock of no value. The expression "robber barons" was applied to railroad and industrial tycoons at the time who were accused of accumulating extreme personal wealth at the public's expense.

In general, interpretations of the "Gift and Loan" clause turn on a determination of some public purpose. For example, the purpose in fulfilling I.C.'s request is a public purpose - to better secure and protect a major school within the Town - for the benefit of everyone. Keep in mind that there is a constant police presence at Fayetteville Town Centre. There is even a police substation at Destiny Mall. Those are not schools, they are purely private for-profit retail businesses - yet, policing them is also a public purpose.

The "Gift and Loan" clause really has nothing to do with schools. Schools themselves, whether public or non-public, are themselves a benefit to society and are an integral part of the fabric of society. That is why non-public schools receive support in NYS from taxpayer funds. That is also why non-public schools, like I.C., are subject to compliance with extensive school rules and regulations in NYS.

Further, the concept of a "gift" is something received for free - meaning there is nothing in return. Or in legal terms, something received with no consideration.

With regards to I.C.'s request, I.C. is requesting to compensate the Town for a school resource officer. There is simply no "gift" requested or implied by I.C.'s request. In legal terms, I.C.'s request includes more than ample consideration.

The concept of a "loan" is something that is returned or paid back in the future. The concept of a "loan" has no relevance to I.C.'s request.

B. NYS Attorney General Opinions

The Office of the NYS Attorney General offers opinions. The opinions are not law. Lawyers do not always agree on the opinions, or their relevance over time, or their application to particular circumstances.

When the Office of the NYS Attorney General represents state agencies in courts, they do not always win. They operate within the legal system but do not have a Judiciary function to decide legal cases. They also do not act as legislators to pass and enact laws.

Potential Legal Challenges

It is unlikely that there would be a legal challenge to the Town fulfilling I.C.'s request. It is unlikely that any legal challenge would prevail.

By not fulfilling I.C.'s request, the Town could be publicly criticized as being unsophisticated and biased against non-public schools. A legal challenge could be made against the Town for failing to fulfill I.C.'s request. A legal challenge could depict the Town in a negative light. A legal challenge could wind up in consecutively higher courts. The crux of such a legal challenge might include that it is arbitrary to deny a school resource officer to a non-public school willing to pay for the same but where the same or similar request by a public school is granted, thereby depriving a non-public school of an indicia of protective equality, depriving the community of the benefits of another school resource officer, and showing unjustified bias against a non-public school and possibly even cast as an attack on the protected freedom of parents to choose a non-public school for their children.

Safety in Numbers

The Town of Manlius would not be the first or the only town to fulfill a school resource officer request from a non-public school. There are many examples in New York State and across the United States.

For a recent 2023 SRO assignment in NYS involving a non-public school, you might be interested in looking at the Town of Lima in Livingston County. They dealt with a more complex situation, where a public and a private school wanted to share SRO costs.

Just over the state border in Ohio, you might be interested in looking at Lebanon City Council and Deerfield Township - both established SROs for non-public schools in their municipalities in 2023.

Summary

There are no legal prohibitions against assigning a school resource officer to a non-public school in New York State. As a Town Board, you have the authority to fulfill I.C.'s request. You can

pass an ordinance or a resolution to fulfill I.C.'s request on the basis of ordinary health, safety and welfare for the Town of Manlius. You can also pass it on the principal of community policing. If it makes you feel more comfortable, you can also pass it as an "emergency" ordinance or resolution on the basis that the continued lack of armed protection on the campus of any major school in the Town of Manlius simply constitutes an emergency. Either way, these are public benefits, no matter whether they also benefit a non-public school.

In summary, I ask the Town Board to act out of common sense and out of an effort to better protect the entire community. I.C. is a major school within the community that just happens to be a non-public school. I.C. is willing to pay the Town. Everyone would benefit from this. There are no legal prohibitions. Other towns in NYS and around the country have assigned school resource officers to non-public schools. You will be doing the right thing.

Very Truly Yours,

Derek Underwood

ORDINANCE NO. 2023-078

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF
LEBANON AND LEBANON CHRISTIAN SCHOOLS FOR A SCHOOL RESOURCE
OFFICER AND DECLARING AN EMERGENCY**

WHEREAS, the City of Lebanon wishes to assist Lebanon Christian Schools in establishing a School Resource Officer program to reduce and prevent crime committed by juveniles and adults on school property to provide safety for students, faculty, staff and all persons involved with the school district; and

WHEREAS, the City of Lebanon and Lebanon Christian Schools, have agreed to enter into a Memorandum of Understanding for the development and implementation of a School Resource Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON, OHIO:

SECTION 1. That the City Manager is hereby authorized to execute a Memorandum of Understanding between the City of Lebanon and Lebanon Christian Schools outlining the School Resource Officer Program in substantially the same form as the document attached hereto as "Exhibit 1".

SECTION 2. This Ordinance is hereby declared an emergency measure for the immediate preservation of the public peace, health safety, morals, and welfare of the City of Lebanon, Ohio; and, for the further reason, to allow for timely execution of the MOU for the purpose of filling the position, then this ordinance shall take effect immediately upon its adoption.

Mayor

Passed: August 8, 2023

Attest:

Clerk of Council

Sponsors:

Messer, Norris, Eggers, Sellers, Smith

City
Manager

City
Auditor

City
Attorney

LEBANON CHRISTIAN SCHOOLS AND CITY OF LEBANON SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Agreement and Memorandum of Understanding entered and effective as of the date last signed below is between the City of Lebanon, Ohio, on behalf of the Lebanon Division of Police (hereinafter "LPD"), and Lebanon Christian Schools (hereinafter "LCS") (collectively referred to as "the parties").

Whereas, LCS requires a safe and orderly environment in order to successfully educate its students and requires school resource officer(s) (hereinafter individually referred to as a "SRO") for this purpose and;

Whereas, LPD desires to provide police officer(s) to act as SROs to provide law enforcement public safety services to LCS for the SRO Program.

Whereas, pursuant to Section 3313.951 of the Ohio Revised code the parties join in this agreement and memorandum of understanding with the goal of collaboration between the parties to ensure school administrators, staff, and students have the resources and expertise to maintain safety, order and discipline on its school campuses (this activity is hereinafter referred to as the "SRO Program"). The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

Whereas, this agreement and memorandum of understanding clarifies the roles of the SRO and school administrators, the scope of their authority, their duties to provide effective communication, and other responsibilities of the parties.

Now therefore, the parties agree as follows:

1. LPD Responsibilities:

- 1.1. LPD, shall be responsible to provide a total of **1 police officer** to perform duties as an SRO for LCS.
- 1.2. LPD shall be responsible to provide uniforms, weapons, salary and benefits in accordance with the applicable salary schedules and employment practices of the LPD, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance.
- 1.3. LPD shall be responsible for supplying necessary marked patrol vehicles and will bear the cost of all vehicle operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.

1.4. LPD shall be responsible for the cost of the SROs continued professional education and training pertaining to all functions of LPD sworn personnel.

1.5. LPD will invoice LCS quarterly in advance of SRO services being provided.

1.5.1 LPD will return any overpayments to LCS 60 days after the current calendar year.

2. LCS Responsibilities:

2.1 LCS shall be responsible to pay The City of Lebanon, Ohio, an annual amount of \$140,000.00 for the services of the SRO. If circumstances arise where there is a period of time when the City cannot provide an SRO to LCS, beyond such expected time off such as sick leave and vacation leave, said annual fee will be reduced by a prorated amount based on the length of time that an SRO is not available for assignment to LCS.

2.2 LCS may be responsible for the cost of training specifically pertinent to the SRO Program, in an annual amount not to exceed \$1,500.00, and any additional training costs may be paid by LPD. SRO Program should focus on understanding child and adolescent development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crises intervention methods, and school safety.

2.3 If LCS shall cause any overtime to be owed to an SRO due to LCS seeking SRO services for school related activities including but not limited to athletic events, student performances, dances, field trips or other extracurricular activities, LCS shall be solely responsible to pay the SRO for any such overtime. LPD will include the overtime on the applicable invoices.

2.4 LCS shall pay any quarterly invoices it received from LPD within 30 days of receipt.

3. Relationship of the Parties

3.1 LPD shall provide all SRO services pursuant to this contract as an independent contractor. The SRO will, at all times, be under the sole and direct supervision and control of LPD, and subject to the rules, regulations, and policies of the LPD, and the laws of the State of Ohio and the United States Government. In no event shall the SRO be considered an employee of LCS. The SRO, as the employee of an

independent contractor, is not authorized to make a contract, agreement, or promise on behalf of LCS, or to create any implied obligation on behalf of LCS.

4. Term and Termination

4.1 The terms of this contract shall commence upon final signature below and continue through and terminate at 11:59 p.m., August 1st, 2026. However, this contract may be renewed for an additional term by a written addendum executed by both parties. Either party may terminate this contract without cause by giving 90 days written notice to the other party, or upon 30 days written notice if such termination is “for cause.” The contract shall also terminate automatically at 11:59 p.m. on August 2nd of every calendar year after 2026, in the event the parties fail to agree upon the division of SRO payroll costs for the subsequent calendar by that day and time.

5. Responsibilities of SRO

5.1 The SRO is a sworn employee of LPD assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and support of the Campus' of LCS. The SRO will be considered an active member of the administrative team.

5.2 The SRO's assigned school buildings, grounds, and surrounding will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO. In an emergency, in the absence of the SRO, the school shall call 911.

5.3 The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. When school is not in session during summer months and when not requested by the school for school functions, the SRO's schedule shall be determined by LPD. When possible, LPD shall assign a substitute SRO to perform all SRO duties whenever the primary SRO is unavailable due to illness, vacation or emergency.

- 5.4 The SRO shall wear the regulation LPD uniform and operate a marked patrol vehicle while on duty unless otherwise authorized. The SRO supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of LPD to students and staff.
- 5.5 The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- 5.6 The SRO may also become informally involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instruction in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.
- 5.7 When it is in the best interest of LPD and the school, the SRO may make formal presentation to, or participate in, school-based community organization meetings. The SRO supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the SRO supervisor informed of the status of such additional activities.
- 5.8 A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. The SRO shall make himself/herself reasonably available to meet weekly, or more frequently, if necessary, with the assigned school principal or their designee for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- 5.9 The SRO is expected to be familiar with school rules and how they are applied by the school. Routinely, rule infractions will not be handled as violations of law, but instead will be referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal, but the SRO will make the final determination. This specifically applies to general standards of conduct. The following procedures will be adhered to where arrests of students, staff or trespassers become necessary:

- 5.9.1 Arrests of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical.
- 5.9.2 Persons who have been deemed as non-students without legitimate reason to be on school grounds or those, including students, whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.
- 5.9.3 The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.
- 5.9.4 The SRO shall make every effort to affect each arrest in a manner as to provide minimal disruption to school operations.
- 5.9.5 The SRO shall make notification to a juvenile offender's parent or guardian in accordance with LPD policies and procedures.
- 5.10 It is agreed that SROs shall not transport students except:
 - 5.10.1 When the student is a victim of crime, under arrest, when a student is suspended and sent home from school and the student's parent or guardian has refused or is unable to transport the student within a reasonable time and it has confirmed that the student's parent is at the destination to which the student is to be transported, or some other exigent circumstances exist.

6. Responsibilities of School Principal

- 6.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal or their designee shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues.
- 6.2 The principal shall ensure the SRO is provided a designated work area equipped with a telephone and computer. The principal shall also ensure the SRO has unrestricted access to a photocopier and fax machine. The principal shall provide the SRO access to the internet but will follow the guidelines set forth in the school's acceptable use policy.
- 6.3 The principal shall meet with the SRO supervisor at the request of either party when needed to ensure adequate communication between the school and LPD. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the annual evaluation of the SRO's performance. The principal is also

encouraged to consult with the SRO supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school district.

6.4 The principal shall ensure the school staff are trained and have an understanding of the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly participate in routine emergency drills, the principal shall facilitate this effort and cooperation.

6.5 The principal or their designee shall ensure there is always an administrator onsite. The SRO is not given sole charge of the building in the absence of the school administrator(s).

7. Responsibilities of SRO Supervisor

7.1 The SRO supervisor shall ensure the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.

7.2 The SRO supervisor shall act as liaison between the LCS and LPD. The SRO supervisor will immediately address any personnel concerns LCS brings forward regarding the SRO.

8. Entire Agreement

8.1 This agreement and memorandum of understanding contains the entire agreement between the parties with respect to the SRO program and supersedes all prior written or oral agreement between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

9. Modification or Amendment

9.1 No modification or amendment of any provisions of this agreement and memorandum of understanding shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which referred specifically to this memorandum of understanding and states that amendment or modification is being made in the respects as set forth in such amendment.

10. Execution

In execution whereof, the undersigned duly authorized parties hereby agree to the above agreement and memorandum of understanding and all of its terms and conditions.

IN THE MATTER

Of

**LOCAL LAW 2023 -__ AMENDING
CHAPTER 155 OF THE TOWN CODE
SECTION 155-3 (DEFINITIONS) AND 155-
20.1 RESIDENTIAL TRANSITIONAL
DISTRICT (RT) TO ALLOW FOR SHORT
TERM AGRICULTURAL RETAIL
(INCLUDING CANNABIS SALES) IN THE
RESIDENTIAL TRANSITIONAL (RT)
DISTRICT AND REQUIRING AN
OPERATING PERMIT FOR SAME UNDER
CHAPTER 59 OF THE TOWN CODE**

**RESOLUTION CALLING FOR
A 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, the Town Facebook page and YouTube on the ____th of _____, 2023, at 6:30 p.m.

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

John T. Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town Board has been approached by several cannabis growers that have inquired about short term sales of cannabis and other agricultural products in the Town;

WHEREAS, the State of New York has authorized the dispensing and on-site use of cannabis in the State and the Town of Manlius has opted into allowing such uses in the Town;

WHEREAS, the Residential Transitional District (“RT”) is the most appropriate zoning district to consider these types of short-term retail in existing buildings;

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2023 - ____, amending Chapter 155 of the Town Code entitled “Zoning” as follows:

**LOCAL LAW 2023 - ____, A LOCAL LAW AMENDING
CHAPTER 155 ENTITLED “ZONING” TO CHANGE THE
DEFINITIONS OF RETAIL TO INCLUDE
AGRICULTURAL USES, INCLUDING CANNABIS, IN THE
RT ZONING DISTRICT AND AMENDING CHAPTER 59
TO REQUIRE AN OPERATING PERMIT REGARDING
SAME:**

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

Section 1. Article I Section 3B (Definitions) of Chapter 155 of the Town Code shall be amended as follow:

§ 155-3 Definitions.

A. Except where specifically defined herein, all words in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the singular includes the plural; the word "lot" includes "plot"; the word "shall" is mandatory; "occupied" or "used" shall be considered as though followed by "or intended, arranged or designed to be used or occupied"; "person" includes individual, partnership, association, corporation, company or organization. Doubt as to the precise meaning of any word used in this chapter shall be clarified by the Board of Appeals under its powers of interpretation.

B. When used in this chapter, unless otherwise expressly stated or unless the context or subject matter otherwise requires, the following terms shall have the meanings indicated:

RETAIL SALES

A commercial enterprise that provides goods directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the consumer. Examples include, but are not limited to, apparel shops, appliance sales, auto parts stores without service, bookstores, department stores, factory outlet stores, florists, gourmet/specialty food stores, grocery stores, cannabis dispensaries (not including onsite consumption) and similar agricultural and consumer goods.

Section 2. Article III of Chapter 155 of the Town Code (District Regulations) shall be amended to allow certain Farm Products to be sold retail in the Residential Transitional District (RT) as follow:

§ 155-20.1. Residential Transitional District (RT).

B. The following uses shall be permitted in a Residential Transitional (RT) District, provided that no major alterations in the exterior appearance of existing buildings shall be allowed, except in conformity with Subsection H hereof:

(2) Uses as set forth below and other uses of a substantially similar kind, upon approval of a combined site plan and accessory use permit (requiring the fee for site plan only) pursuant to Article IV, §§ 155-28 and 155-29, provided that such uses are confined to buildings existing on the effective date of this amendment:

- (a) Offices of religious and educational institutions.
- (b) Offices of physicians, surgeons, dentists, lawyers, architects, engineers, planners, real estate agents, public stenographers, mailing service without presses, telephone answering services.
- (c) Funeral homes.
- (d) Day-care center.
- (e) Care home.
- (f) Teaching of music, dance or other similar types of instruction when limited to five pupils at a time.
- (g) Bed-and-breakfast accommodations.
- (h) Dressmaker and/or tailoring.
- (i) Decorator.
- (j) Photographer.

(k) Art studio.

(l) Apartment(s) for residential use.

(m) Sale of Farm Products, including cannabis, which the Code Enforcement Officer is authorized to approve with a Operating Permit pursuant to Chapter 59 of the Town Code if there are no permanent alterations to the exterior of existing building(s) and such retail sales will for less than 30 consecutive days. Retail sales of Farm Products, including cannabis, for more than 30 consecutive days shall be approved pursuant to Section 155-28 of the Code.

Section 3. Section 59-10, entitled Operating Permits, of Chapter 59 of the Town Code shall be amended to required operating permits for the short-term sale of Farm Products as follow:

§59-10 Operating permits.

A. Operation permits required. Operating permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

(9) Other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Town Board. Any person who proposes to undertake any activity or to operate any type of building listed in this § 59-10 shall be required to obtain an operating permit prior to commencing such activity or operation, and

(10) Sale of Farm Products, including cannabis, if there are no permanent alterations to the exterior of existing building(s) and such retail sales will for less than 30 consecutive days and pursuant to Section 155-20.1B(2)(m).

Section 4. Effective Date

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

*Underline indicates New Language

WHEREAS, the Town Board desires to hear from the public on the Application;

NOW, THEREFORE, BE IT 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 2023 -____, and that such Hearing shall be held in persona and virtually on the Internet platform commonly referred to as ZOOM, directions for attendance which will be on the Town's

Website and such hearing shall take place on the ____th day of _____ 2023 at approximately 6:35 p.m. and be it further

RESOLVED, that the Town Clerk shall 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 the instructions by which the public can access the virtual meeting, 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 ___th day of _____ 2023; 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 _____ th day of _____, 2022.

DATED: _____, 2023
Fayetteville, New York

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

The Village of Manlius
One Arkie Albanese Avenue
Manlius, New York 13104

**LEASE AGREEMENT BETWEEN
THE VILLAGE OF MANLIUS AND
THE TOWN OF MANLIUS**

PARTIES:

THIS LEASE is made as of the 11 day of July, 2023 by and between the **VILLAGE OF MANLIUS** with an office for the transaction of business at One Arkie Albanese Avenue, Manlius, New York 13104 (hereinafter referred to as "Landlord") and the **TOWN OF MANLIUS** with an office of the transaction of business at 301 Brooklea Drive, Fayetteville, New York 13066 (hereinafter referred to as "Tenant").

WITNESSETH

PREMISES:

Landlord hereby demises and leases to Tenant and Tenant hereby hires from Landlord the following premises: that portion of the Manlius Village Centre consisting of 8541 square feet of office space and 900 square feet of garage, located in the southwest portion of the building, adjacent to the Manlius Village Court.

TERM:

The term of the lease shall be for Three (3) years, to commence on the ~~1st~~ day of **January 2023** and expire on the 31st day of **December 2025**.

RENTAL:

The rent for calendar year 2023 shall be \$100,077.30 (2%), \$102,078.85 (2%) in 2024, \$104,120.43 (2%) in 2025.

The rent shall be paid in quarterly installments, with the 1st quarter due within 15 days of approval of lease; 2nd quarter shall be due on or before April 15; 3rd quarter shall be due on or before July 15, and the 4th quarter shall be due on or before October 15.

All rent payments are to be made at the Landlord's address as set forth above.

The above letting is upon the following terms, covenants and conditions, all and every one of which the said Tenant agrees with Landlord to keep and perform. It is agreed that the words "Tenant" and "Landlord" include and bind and benefit the legal representatives, successors and assigns of Landlord and Tenant.

**PEACEFUL
POSSESSION:**

First - Landlord covenants that Tenant, on paying the said rent and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

PURPOSE:

Second - Tenant covenants and agrees to use the demised premises as a police department or for any other purpose not in violation of any applicable law.

**COVENANT TO PAY
RENT:**

Third - Tenant shall without any previous demand therefore, well and truly pay the above specified rent at the time and place above mentioned.

**DEFAULT IN
PAYMENT
OF RENT:**

Fourth - In the event of the nonpayment of said rent or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for twenty (20) days after the same shall become due, Landlord may use any available legal remedy, including summary proceeding, to re-enter the demised premises or to recover any delinquent rent.

TAXES:

Fifth - Landlord agrees to pay all real property taxes, charges, and special assessments levied against the premises during the term of this Lease.

UTILITIES:

Sixth - Landlord agrees to furnish heat, electricity, and water through existing building systems.

REPAIRS:

Seventh - Landlord shall be responsible for reasonable routine maintenance of the premises including painting, lawn care, snow removal from sidewalks and entranceways, snowplowing of parking lots and repair of permanent electrical and plumbing fixtures. Tenant shall not make any alterations, additions, or improvements to the premises without the prior written consent of Landlord. The Tenant shall be responsible for cleaning the

premises.

All requests for repairs shall be made to the Village DPW Superintendent and be approved by the Village Board. Any repairs made by Tenant without following this procedure shall be the sole responsibility of Tenant.

All emergency repairs shall follow the same procedure of notification to the DPW Superintendent and will be remediated as soon as possible.

**INSURANCE
COVERAGE:**

Eighth - Tenant shall add Landlord as a named insured to Tenant's commercial general liability policy and Landlord shall add Tenant as a named insured to Landlord's commercial general liability policy for the term of the Lease. These policies shall meet the following general requirements: (1) commercial general liability insurance covering the premises rented with a minimum combined single limit of liability for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate; and (2) umbrella excess liability insurance coverage covering bodily injury and property damage with a minimum limit of liability of Five Million Dollars (\$5,000,000.00) per occurrence. Such coverage shall provide that the insurer will not cancel, change or non-renew the insurance without first giving Landlord and Tenant at least thirty (30) days prior written notice. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York. Upon request, the certificates or other proof of said coverage shall be furnished by Tenant to Landlord and by Landlord to Tenant.

FIRE:

Ninth - Tenant, in case of fire, shall immediately give notice thereof to Landlord who shall thereupon cause the damages to that portion of the demised premises to be repaired, but if the premises are so excessively damaged that Landlord shall decide not to rebuild, the term shall cease and the accrued rent shall be paid up at the time of said fire or refunded to the extent Tenant has paid in advance, as the case may be. In case, however, the destruction of the premises by fire shall be only partial and a portion thereof shall during the period of repairs be fit for occupancy by Tenant for which the premises are leased, then the rent shall be equitably apportioned and paid for the parts so fit for occupancy.

**SUBLETTING
ASSIGNMENT:**

Tenth - Tenant, at its option, may sublet the premises or assign this Lease, or any part thereof, subject to Landlord's prior review and consent, which will not be unreasonably withheld.

**WALKWAYS AND
DRIVEWAYS:**

Eleventh - Landlord shall allow public use of the parking lots and grounds for the Manlius Village Centre for either Village, School, or Town business, subject to Landlord's reasonable rules and regulations.

NOTICES:

Twelfth - All notices required are agreed to be given hereunder by either party in writing and shall be sent by certified mail addressed to the party intended to be notified at the address set forth above and notice given aforesaid shall be sufficient service thereof.

TERMINATION:

This agreement may be terminated, without penalty or further obligation of Tenant to pay rent, should the parties enter into and complete the sale of the current facilities located at the Manlius Village Centre. Termination for any other reason requires written notice in accordance with the notice provisions in Paragraph "Twelfth" above. If notice is given by Tenant at any time in calendar year 2023, Tenant shall be responsible for payment of all rent through calendar year 2023. If notice is given by Tenant at any time in calendar year 2024, Tenant shall be responsible for payment of all rent through calendar year 2024. If notice is given by Tenant at any time in Calendar years 2025, Tenant shall be responsible for payment of all rent through the end of that calendar year.

The parties hereto agree that this Agreement cannot be changed or terminated orally.

It will be the responsibility of the Tenant to make sure the premises are left in the condition they originated in at the time of lease and that any damage or repairs that need to be made are the responsibility of the Tenant.

WITNESS, the hands and seals of the parties hereto the day and year first above written.

VILLAGE OF MANLIUS, LANDLORD

by Paul D. Whorrall
Paul D. Whorrall, Mayor

TOWN OF MANLIUS, TENANT

by _____
John T. Deer, Supervisor

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS:

On August 3, 2023, before personally came Paul D. Whorrall, to be personally known who being by me duly sworn, did depose and say that he resides in Manlius, NY, that he is the Mayor of the Village of Manlius; that he signed his name thereto by order of the Board of Trustees of said corporation.

Jenna R. Spindle
Notary Public

JENNA R. SPENDLE
Notary Public, State of New York
No. 01SP6218198
Qualified in Onondaga County
My Commission Expires March 1, 2026

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS:

On _____, before personally came John T. Deer, to be personally known who being by me duly sworn, did depose and say that he resides in Manlius, NY, that he is the Supervisor of the Town of Manlius; that he signed his name thereto by order of the Town Board of said corporation.

Notary Public

Proposal

Page No.

1 of

f Pages

A.W. KINCAID
WATER SYSTEMS, INC.
8487 North Main Street
CANASTOTA, NEW YORK 13032
(315) 697-7720

PROPOSAL SUBMITTED TO Onondaga County Water Authority		PHONE 455-7061X3156	DATE September 18, 2023
STREET P O Box 4949		JOB NAME same	
CITY, STATE and ZIP CODE Syracuse, NY 13221-4949		JOB LOCATION Skyridge upper well	
ARCHITECT	DATE OF PLANS	Water System Upgrade Quote	
		JOB PHONE	

We hereby submit specifications and estimates for:

Remove existing pump from well and replace with new.
Furnish and install:
1 1/2 HP submersible pump, control box, misc materials, labor & equipment
Total Estimated Cost \$3420.00

Notes:

Total cost determined by actual units used.
Ownership to materials with access and egress to them, remains with contractor until paid for in full.
All collections and legal fees are the responsibility of the customer if necessary to turn this account over for collection.
Signed and returned copy shows acceptance of Proposal.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

Net 15 days, 2% over 30 days, 24% per annum

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Pamela R Smith

CPI
President
30

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Item for Board Action on Wednesday 10.4.23

Approve selection professional services related to the proposed expansion of the Highway garage.

SURVEY:

CNY Land Surveying:	\$6,928
Ianuzi & Romans:	\$8,500

GEOTECHNICAL:

Kenney Geotechnical:	\$12,640
CME Associates	\$19,346.25

The geotechnical proposals are both estimates (they typically are), based on expected boring depth, types of soils, obstructions encountered, etc.

The work is being overseen by Schopfer Architects.

Bob Seigart, AIA, LEED A.P., Partner
Schopfer Architects LLP
[1111 James Street](#)
[Syracuse, New York 13203](#)

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	A00-1.380	Accounts Receivable	2,113.93						
	A00-2.700	Rec Dept Clearing Acct	3,743.43						
	A00-5.1220.401	Supervisor - Office Suppli	232.16	3,000	302.36		71,600	4,954.73	
	A00-5.1220.402	Supervisor - Seminar/Confe	45.00	7,000	2,441.96-	Y	71,600	4,954.73	
	A00-5.1220.403	Supervisor - Associations/D	244.00	2,600	314.00-	Y	71,600	4,954.73	
	A00-5.1330.401	Receiver of Taxes -Office	362.95	3,172	2,470.02		7,787	3,168.22	
	A00-5.1410.408	Town Clerk - Printing/Ads	185.27	1,200	870.77-	Y	11,516	3,111.41	
	A00-5.1450.400	Elections-Contractual Serv	300.00	0	7,536.90-	Y	0	10,310.08-	Y
	A00-5.1450.401	Elections-Office Supplies	155.88	0	2,773.18-	Y	0	10,310.08-	Y
	A00-5.1620.200	Buildings - Equipment	869.31	30,000	40,185.78		30,000	40,185.78	
	A00-5.1620.405	Buildings - Information Te	2,392.39	389,763	204,112.53		477,873	241,044.37	
	A00-5.1620.424	Buildings - Internet	113.83	2,500	528.17		477,873	241,044.37	
	A00-5.3120.400	Police - Contractual	983.92	46,781	17,641.87		669,227	368,096.71	
	A00-5.3120.401	Police - Office Supplies	167.89	15,285	7,858.92		669,227	368,096.71	
	A00-5.3120.402	Police - Seminars/Conferen	5,016.13	32,225	9,153.70		669,227	368,096.71	
	A00-5.3120.412	Police - Vehicle Repair	2,699.82	119,236	51,570.29		669,227	368,096.71	
	A00-5.3120.421	Police - Phone	543.38	31,820	11,572.25		669,227	368,096.71	
	A00-5.3120.423	Police - Security Service	30.00	420	269.90		669,227	368,096.71	
	A00-5.3120.430	Police - Cleaning Supplies	862.31	3,500	1,579.37		669,227	368,096.71	
	A00-5.3120.446	Police - Maintenance Contr	7,502.34	63,651	10,897.43		669,227	368,096.71	
	A00-5.3120.448	Police - Uniforms & Cleani	1,068.02	68,879	43,098.69		669,227	368,096.71	
	A00-5.3120.462	Police - Community Relatio	103.74	4,550	446.71		669,227	368,096.71	
	A00-5.3120.464	Police - Protection Gear	110.91	59,042	47,014.57		669,227	368,096.71	
	A00-5.3120.465	Police - Forensic	233.46	44,828	26,877.71		669,227	368,096.71	
	A00-5.5010.402	Sup of Highways -Confernce	100.00	1,600	955.14		27,650	27,005.14	
	A00-5.5132.426	Garage - Dumpster	481.89	6,136	1,317.10		409,431	340,025.53	
	A00-5.7310.401	Recreation - Office Suppli	121.78	1,275	630.66		91,419	29,740.51	
	A00-5.7310.402	Recreation -Seminars/Confe	483.75-	11,670	5,571.42		91,419	29,740.51	
	A00-5.7310.408	Recreation - Printing & Ad	3,979.01-	3,779	5,834.94		91,419	29,740.51	
	A00-5.7310.410	Recreation - Program Expen	437.53	66,650	15,334.38		91,419	29,740.51	
	CM1-5.3120.493	DWI Equipment - Contractu	331.00	0	6,321.00-	Y	0	6,321.00-	Y
	CM3-5.6789.400	Sustain Manlius - Contract	501.00	0	24,798.40-	Y	0	24,798.40-	Y
	DA0-5.5130.411	Machinery - Vehicle Expens	3,054.59	140,000	41,836.44		231,591	90,492.73	
	DA0-5.5130.440	Machinery - Equipment Expe	61.20	70,000	45,032.41		231,591	90,492.73	
	DA0-5.5130.447	Machinery - Shop Supply/St	106.70	10,200	2,418.22-	Y	231,591	90,492.73	
	DA0-5.5130.473	Machinery - Shop Tools	94.40	7,000	1,651.10		231,591	90,492.73	
	DA0-5.5142.400	Snow Removal - Miscellaneo	637.50	975	289.47		744,920	720,888.22	
	DA0-5.5142.441	Snow Removal - Safety/Trai	1,064.68	7,000	5,597.79		744,920	720,888.22	
	DA0-5.5142.447	Snow Removal - Shop Suppli	143.28	37,891	26,289.58		744,920	720,888.22	
	DA0-5.5142.448	Snow Removal - Uniforms/Cl	497.80	15,000	5,150.82		744,920	720,888.22	
	DA0-5.5142.474	Snow Removal - Tires	7,600.00	19,000	4,311.66		744,920	720,888.22	
	DB0-5.5110.474	General Repairs - Tires	875.00	5,500	321.12-	Y	1,452,190	148,978.98	
	DB0-5.5110.478	General Repairs - Drainage	2,291.27	43,575	2,441.71		1,452,190	148,978.98	
** 2023-2024 YEAR TOTALS **			44,016.93						

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE
								BUDG
2023	A00-5.1620.420	Buildings - Gas/Electric	1,774.82	35,000	18,948.15		477,873	239,269.55
	A00-5.1620.430	Buildings - Cleaning	126.25	16,560	2,603.47		477,873	240,918.12
	A00-5.1640.410	Central Garage - Gasoline	5,215.18	100,000	17,214.60		104,500	20,684.35
	A00-5.1670.407	Central Printing - Copier	789.42	6,800	613.52-	Y	64,100	17,045.12
	A00-5.3120.424	Police - Building Lease	100,077.30	98,115	1,962.30-	Y	669,227	268,019.41
	A00-5.3120.461	Police - Accreditation	1,919.00	40,461	18,406.24		669,227	366,177.71
	A00-5.3120.465	Police - Forensic	1,408.00	44,828	25,469.71		669,227	366,688.71
	A00-5.3310.400	Traffic Control - Contract	21.03	3,060	2,813.94		3,060	2,813.94
	A00-5.5132.420	Garage - Gas/Electric	619.07	39,200	24,488.59		409,431	339,406.46
	A00-5.5182.400	Street Lighting - Contract	378.84	5,500	1,649.73		5,500	1,649.73
	A00-5.9055.800	Disability Insurance	489.05	5,800	2,296.77		5,800	2,296.77
	A00-5.9060.800	Health Insurance	168,533.58	2,095,745	420,028.30		2,095,745	420,028.30
	B00-5.8010.450	Zoning - Attorney	212.50	4,000	105.50-	Y	5,650	593.72
	B00-5.8020.450	Planning - Attorney	850.00	20,000	9,823.80		37,020	16,305.45
	B00-5.9055.800	P & D - Disability Insuran	20.66	250	41.63		250	41.63
	B00-5.9060.800	P & D - Hospital & Medical	4,816.61	59,567	11,400.90		59,567	11,400.90
	DB0-5.9055.800	Disability Insurance	179.09	1,100	19.08		1,100	19.08
	DB0-5.9060.800	Hospital & Medical Insuran	27,879.00	192,693	81,177.00		192,693	81,177.00
	SL1-5.5182.400	Street Lighting - Contract	1,675.84	25,000	5,516.63		25,000	5,516.63
	SL2-5.5182.400	Street Lighting - Contract	2,320.90	33,000	9,870.57		33,000	9,870.57
	SL3-5.5182.400	Street Lighting - Contract	111.57	1,700	587.27		1,700	587.27
	SL4-5.5182.400	Street Lighting - Contract	694.82	10,000	3,149.76		10,000	3,149.76
	SL5-5.5182.400	Street Lighting - Contract	2,537.86	37,000	11,589.65		37,000	11,589.65
	SR1-5.9060.800	Hospital & Medical Insuran	185.87	2,795	936.30		2,795	936.30
	SR2-5.9060.800	Hospital & Medical Insuran	185.87	2,795	936.30		2,795	936.30
		** 2023 YEAR TOTALS	323,022.13					