

Agenda
Town Board Meeting
October 18, 2023
6:30 PM

1. Virtual Meeting Instructions

Documents:

[10-18-23 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing - Fayetteville Fire Contract 2024

Documents:

[FAYETTEVILLE FIRE CONTRACT 2024 - DRAFT CONTRACT.PDF](#)
[2024 FAYETTEVILLE FIRE BUDGET PRESENTATION.PDF](#)

5. Public Hearing - Manlius Fire Contract 2024

Documents:

[MANLIUS DRAFT FIRE CONTRACT 2024.PDF](#)
[2024 MANLIUS FIRE BUDGET PRESENTATION.PDF](#)

6. Public Hearing - Minoa Fire Contract 2024

Documents:

[2024 MINOA FIRE BUDGET PRESENTATION.PDF](#)
[MINOA DRAFT FIRE CONTRACT 2024.PDF](#)

7. Public Hearing - Local Law - Amending Residential Transitional Zoning Classification

Documents:

[SET DATE - RT ZONING CLASSIFICATION AMENDMENT - CANNABIS.PDF](#)

8. Local Law - Zone Change - 7078 E. Genesee St. Fayetteville (Tax Map No. 092.-01-05.0) - Residential 1 (R-1) To Residential Multi-Use (RM)

Documents:

[LOCAL LAW 2023 - ____ ZONE CHANGE BOTTAR LLC ENACTING 4894-7447-5143 V.1.PDF](#)

9. Bowman Road - Easement And Right Of Way - Verizon And Niagara Mohawk Power Corporation

Documents:

OH ELECTRIC TELEPHONE DIST EASEMENT - TOWN OF MANLIUS (003).PDF

10. Twin Ponds - Planned Unit Development (PUD) Request - 5440 Burdick Street

Documents:

[DISTRICT PLAN\(15796027.14\).PDF](#)

11. Police Department - Hiring Incentive -Peace Officer Sign On Bonus

Documents:

[PEACE OFFICER SIGN ON BONUS.PDF](#)

12. Set Date - Preliminary Budget Public Hearing

13. Set Date - Work Session - November 15

The Town of Manlius will be holding a Town Board Work Session to hold a discussion with Developers and Sustainability Advocates regarding implementation of goals identified in the Comprehensive Plan and other business matters as needed. The hybrid meeting will be held on Wednesday November 15, 2023, from 5:00 PM to 6:00 PM at Manlius Town Hall.

14. 2024 CNY Stormwater Resolution

Documents:

[2024 MEMBERSHIP DRAFT RESOLUTION.PDF](#)

15. Supervisor's Report's - May, June, July, August And September

[HTTPS://WWW.TOWNOFMANLIUS.ORG/DOCUMENTCENTER/INDEX/318](https://www.townofmanlius.org/documentcenter/index/318)

16. Town Hall Landscaping - Fall Clean-Up Contract - Edwards

Documents:

[2023-09-22 TOWN OF MANLIUS 2023 FALL CLEANUP.PDF](#)

17. Town Hall Sidewalk Shoveling Contract - Aspinalls

Documents:

[TOWN OF MANLIUS SIDEWALK SHOVELING.PDF](#)

18. Approval Of Minutes - September 27, 2023

Documents:

[9-27-23 DRAFT.PDF](#)

19. Approval Of Abstract # 20

Documents:

20. 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 18, 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/87386170352?pwd=VjAwVmdpTysyT2EydTdrZVZCSjd4UT09>

Password to join when prompted:

Password: **354377**

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: 873 8617 0352

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

Password: **354377**

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

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on 18th day of October 2023 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 27, 2023 called a Public Hearing on October 18th, 2023 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 18th day of October 2023, 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 18, 2023, 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, 2024, the Town shall pay to the Village a total sum of \$2,056,921.00 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 2024, commencing January 1, 2024 and remaining in effect through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this day of , 2023.

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 18th day of October, 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 18th day of October, 2023.

DATED: October 18, 2023
Fayetteville, New York

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



Fayetteville Fire Department

The Fayetteville Fire Department provides fire, rescue and EMS services to approximately 23,000 citizens over 18 square miles, with an average on scene time of just over five minutes. The membership of the Fayetteville Fire Department consists of approximately 62 volunteers and 19 career staff.

2024 Budget Presentation

Fayetteville Fire Department

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

2023 Calls (Jan - Aug)

- **634 Fire & Rescue Calls**

272 district 362 mutual aid

- **1,871 Ambulance Calls**

1,591 district 280 mutual aid

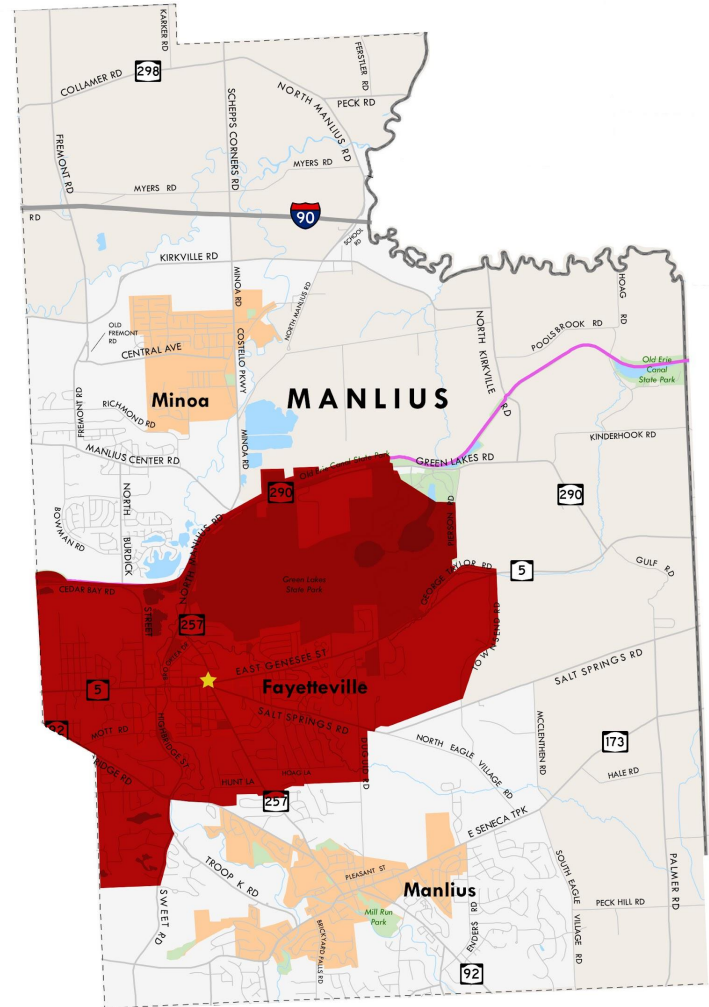
2022 Calls (Jan - Aug)

- **626 Fire & Rescue Calls**

264 district 362 mutual aid

- **2,017 Ambulance Calls**

1,427 district 590 mutual aid



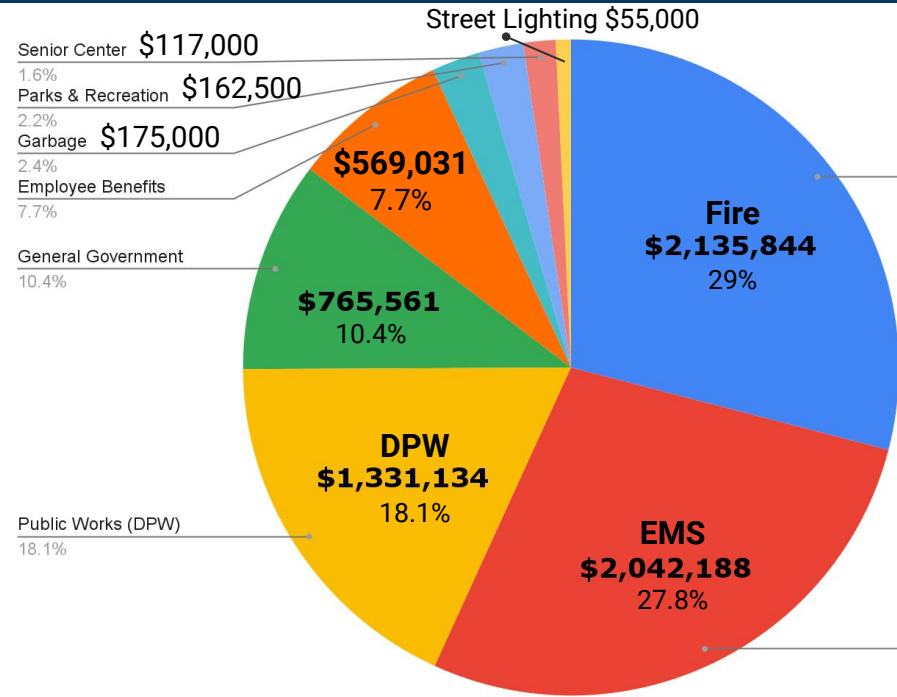
62 volunteers 19 career

Members provided approximately 6,587 hours in training during drills & classes.

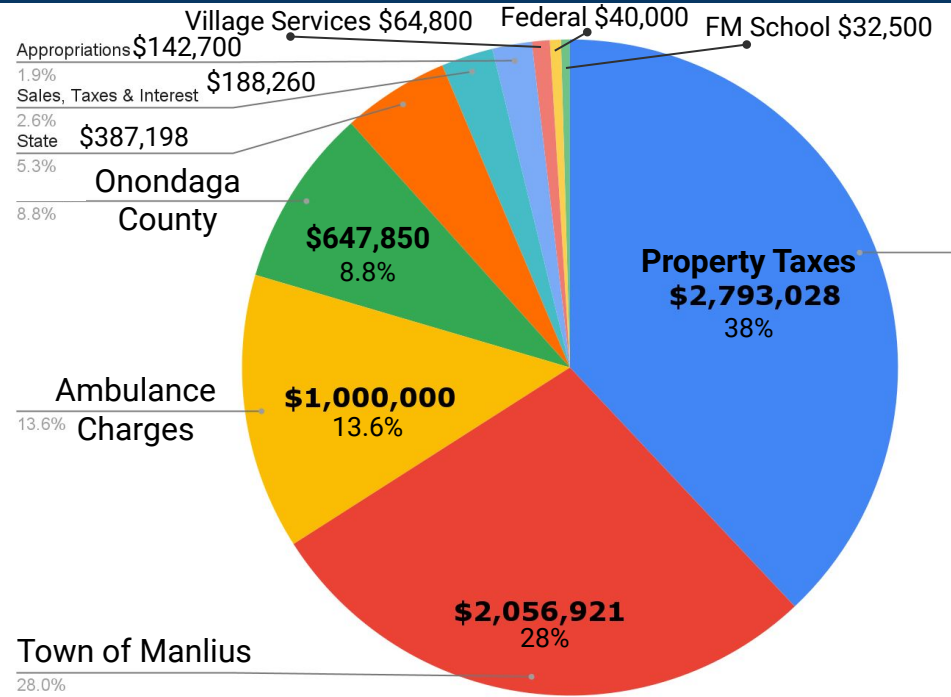
24,480 hours of in station standby.

THANK YOU!

Village of Fayetteville Budget 2023 - 2024



Expenses

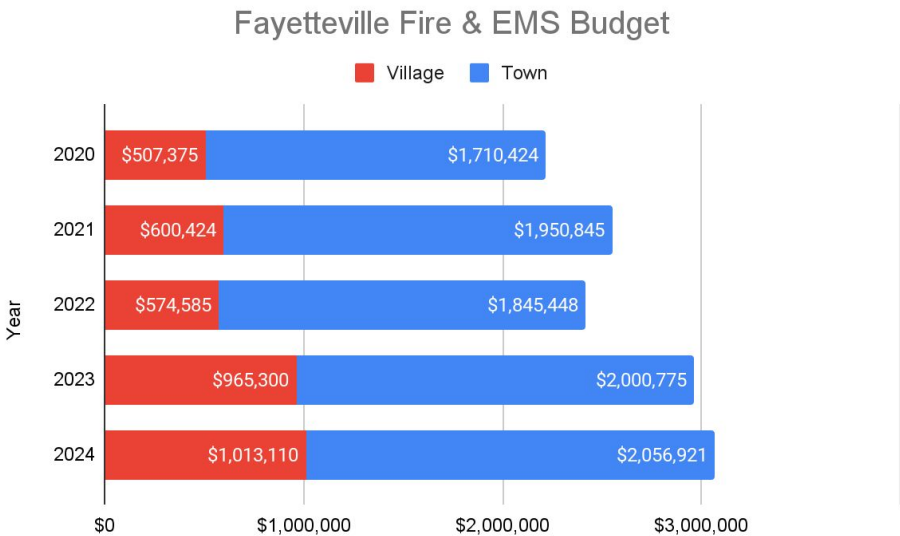


Revenue

2023-2024 TOTAL BUDGET

\$7,353,257

Village of Fayetteville Fire & EMS Budget



Total Budget 2023 - 2024

	Fire Budget	EMS Budget	Total Budget
Town of Manlius (67%)	\$1,051,087	\$1,005,834	\$2,056,921
Village of Fayetteville (33%)	\$517,699	\$495,411	\$1,013,110
Total	\$1,568,786	\$1,501,245	\$3,070,031

Village of Fayetteville Fire & Ambulance Budget 2023 - 2024

OPERATING EXPENSES

\$3,317,006

+

CAPITAL EXPENSES

\$861,025

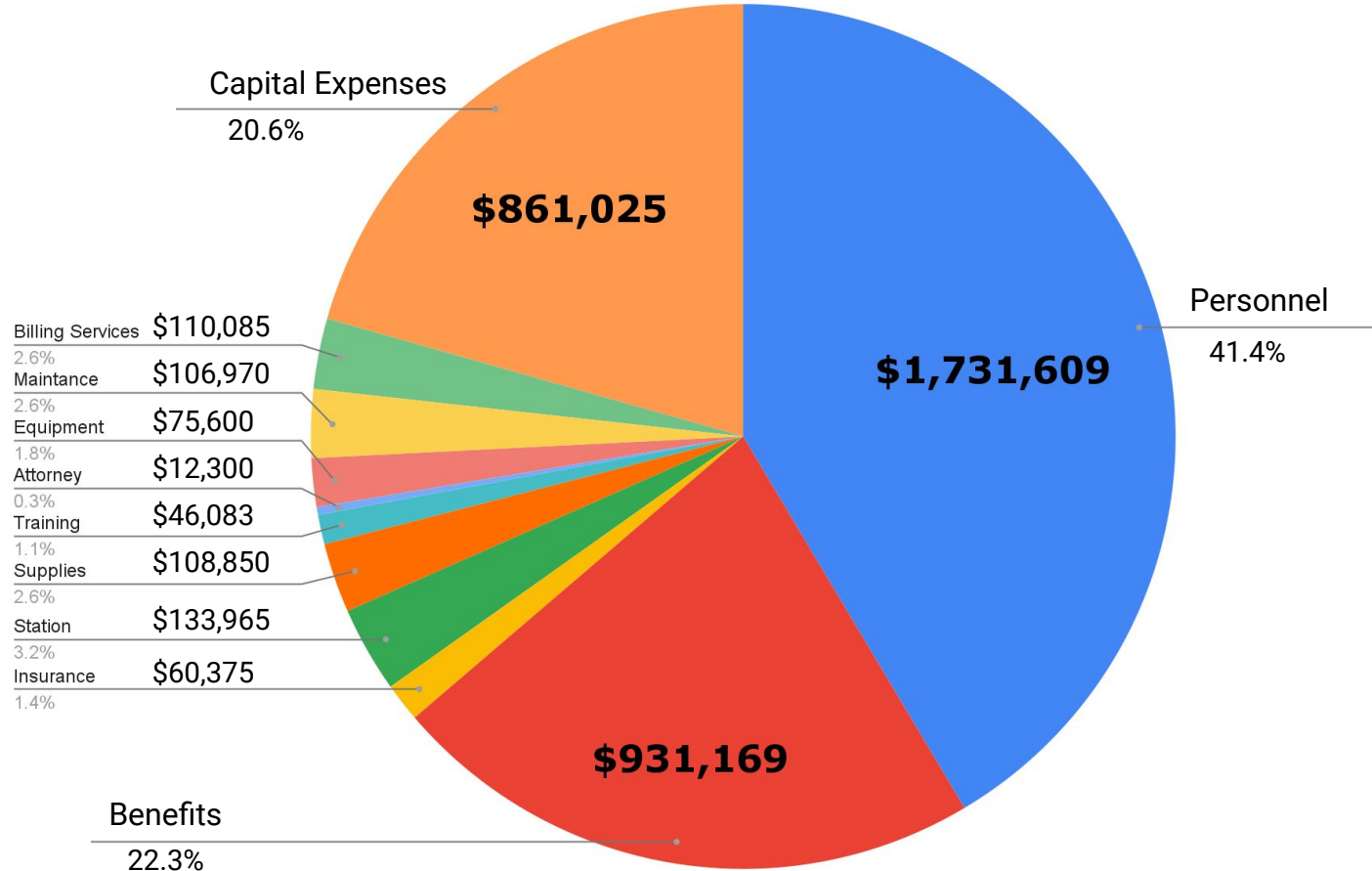
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REVENUE

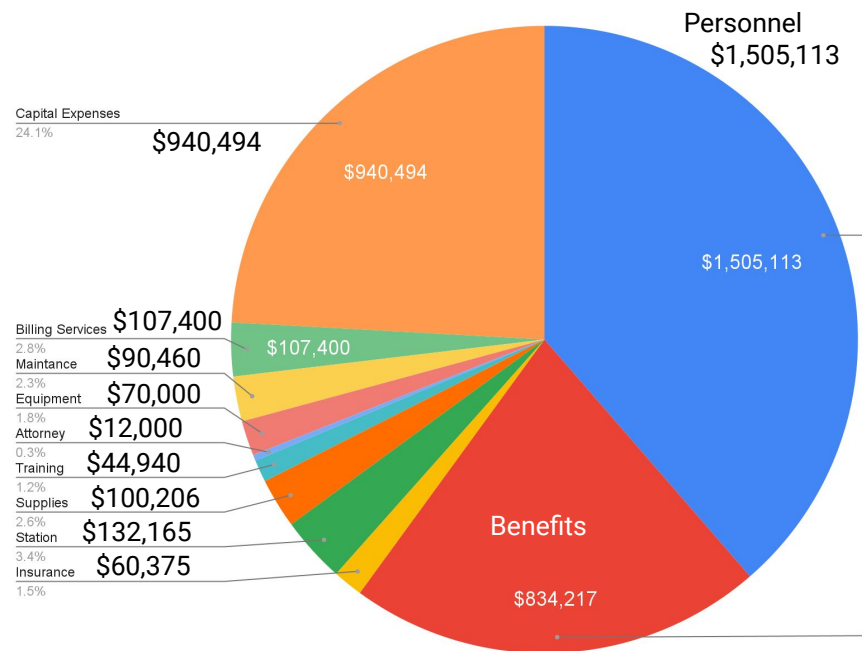
\$1,108,000

TOTAL

\$3,070,031



Village of Fayetteville Fire Department Operating Expenses 2022-23 to 2023-24

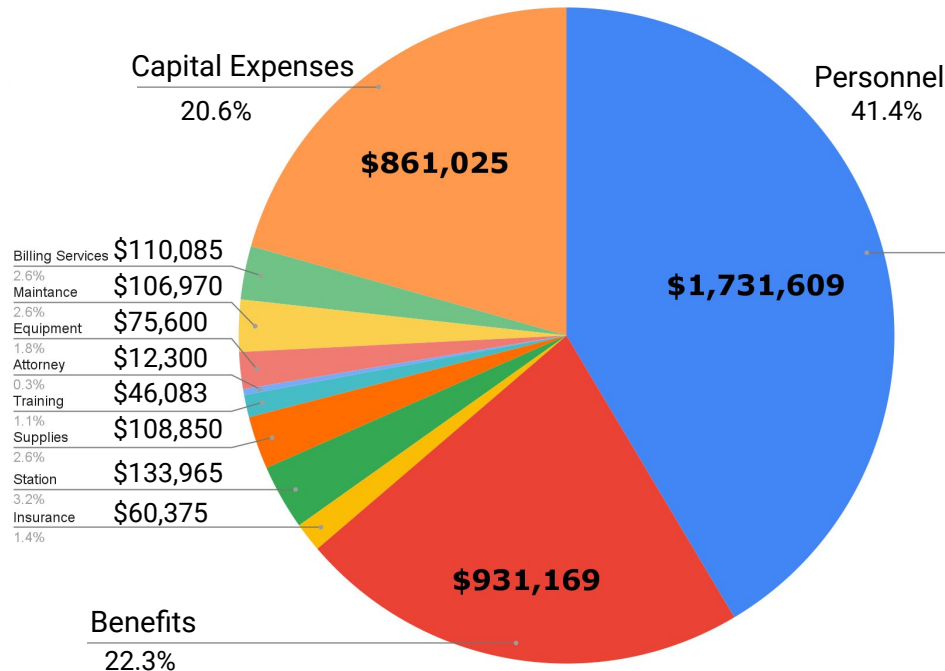


2022-23

OPERATING EXPENSES

\$3,897,370

+ 3.5% increase



2023-2024

OPERATING EXPENSES

\$4,178,031

This map shows the Manlius, Fayetteville, and Minoa areas in Onondaga County, New York. Key features include:

- Towns:** Manlius (dark red), Fayetteville (orange), and Minoa (light orange).
- Roads:** Major roads include I-190, I-19, I-190A, I-190B, I-190C, I-190D, I-190E, I-190F, I-190G, I-190H, I-190I, I-190J, I-190K, I-190L, I-190M, I-190N, I-190O, I-190P, I-190Q, I-190R, I-190S, I-190T, I-190U, I-190V, I-190W, I-190X, I-190Y, I-190Z, I-190AA, I-190AB, I-190AC, I-190AD, I-190AE, I-190AF, I-190AG, I-190AH, I-190AI, I-190AJ, I-190AK, I-190AL, I-190AM, I-190AN, I-190AO, I-190AP, I-190AQ, I-190AR, I-190AS, I-190AT, I-190AU, I-190AV, I-190AW, I-190AX, I-190AY, I-190AZ, I-190BA, I-190BB, I-190BC, I-190BD, I-190BE, I-190BF, I-190BG, I-190BH, I-190BI, I-190BJ, I-190BK, I-190BL, I-190BM, I-190BN, I-190BO, I-190BP, I-190BQ, I-190BR, I-190BS, I-190BT, I-190BU, I-190BV, I-190BW, I-190BX, I-190BY, I-190BZ, I-190CA, I-190CB, I-190CC, I-190CD, I-190CE, I-190CF, I-190CG, I-190CH, I-190CI, I-190CJ, I-190CK, I-190CL, I-190CM, I-190CN, I-190CO, I-190CP, I-190CQ, I-190CR, I-190CS, I-190CT, I-190CU, I-190CV, I-190CW, I-190CX, I-190CY, I-190CZ, I-190DA, I-190DB, I-190DC, I-190DD, I-190DE, I-190DF, I-190DG, I-190DH, I-190DI, I-190DJ, I-190DK, I-190DL, I-190DM, I-190DN, I-190DO, I-190DP, I-190DQ, I-190DR, I-190DS, I-190DT, I-190DU, I-190DV, I-190DW, I-190DX, I-190DY, I-190DZ, I-190EA, I-190EB, I-190EC, I-190ED, I-190EE, I-190EF, I-190EG, I-190EH, I-190EI, I-190EJ, I-190EK, I-190EL, I-190EM, I-190EN, I-190EO, I-190EP, I-190EQ, I-190ER, I-190ES, I-190ET, I-190EU, I-190EV, I-190EW, I-190EX, I-190EY, I-190EZ, I-190FA, I-190FB, I-190FC, I-190FD, I-190FE, I-190FF, I-190FG, I-190FH, I-190FI, I-190FJ, I-190FK, I-190FL, I-190FM, I-190FN, I-190FO, I-190FP, I-190FQ, I-190FR, I-190FS, I-190FT, I-190FU, I-190FV, I-190FW, I-190FX, I-190FY, I-190FZ, I-190GA, I-190GB, I-190GC, I-190GD, I-190GE, I-190GF, I-190GG, I-190GH, I-190GI, I-190GJ, I-190GK, I-190GL, I-190GM, I-190GN, I-190GO, I-190GP, I-190GQ, I-190GR, I-190GS, I-190GT, I-190GU, I-190GV, I-190GW, I-190GX, I-190GY, I-190GZ, I-190HA, I-190HB, I-190HC, I-190HD, I-190HE, I-190HF, I-190HG, I-190HH, I-190HI, I-190HJ, I-190HK, I-190HL, I-190HM, I-190HN, I-190HO, I-190HP, I-190HQ, I-190HR, I-190HS, I-190HT, I-190HU, I-190HV, I-190HW, I-190HX, I-190HY, I-190HZ, I-190IA, I-190IB, I-190IC, I-190ID, I-190IE, I-190IF, I-190IG, I-190IH, I-190II, I-190IJ, I-190IK, I-190IL, I-190IM, I-190IN, I-190IO, I-190IP, I-190IQ, I-190IR, I-190IS, I-190IT, I-190IU, I-190IV, I-190IW, I-190IX, I-190IY, I-190IZ, I-190JA, I-190JB, I-190JC, I-190JD, I-190JE, I-190JF, I-190JG, I-190JH, I-190JI, I-190JJ, I-190JK, I-190JL, I-190JM, I-190JN, I-190JO, I-190JP, I-190JQ, I-190JR, I-190JS, I-190JT, I-190JU, I-190JV, I-190JW, I-190JX, I-190JY, I-190JZ, I-190KA, I-190KB, I-190KC, I-190KD, I-190KE, I-190KF, I-190KG, I-190KH, I-190KI, I-190KJ, I-190KK, I-190KL, I-190KM, I-190KN, I-190KO, I-190KP, I-190KQ, I-190KR, I-190KS, I-190KT, I-190KU, I-190KV, I-190KW, I-190KX, I-190KY, I-190KZ, I-190LA, I-190LB, I-190LC, I-190LD, I-190LE, I-190LF, I-190LG, I-190LH, I-190LI, I-190LJ, I-190LK, I-190LL, I-190LM, I-190LN, I-190LO, I-190LP, I-190LQ, I-190LR, I-190LS, I-190LT, I-190LU, I-190LV, I-190LW, I-190LX, I-190LY, I-190LZ, I-190MA, I-190MB, I-190MC, I-190MD, I-190ME, I-190MF, I-190MG, I-190MH, I-190MI, I-190MJ, I-190MK, I-190ML, I-190MM, I-190MN, I-190MO, I-190MP, I-190MQ, I-190MR, I-190MS, I-190MT, I-190MU, I-190MV, I-190MW, I-190MX, I-190MY, I-190MZ, I-190NA, I-190NB, I-190NC, I-190ND, I-190NE, I-190NF, I-190NG, I-190NH, I-190NI, I-190NJ, I-190NK, I-190NL, I-190NM, I-190NN, I-190NO, I-190NP, I-190NQ, I-190NR, I-190NS, I-190NT, I-190NU, I-190NV, I-190NW, I-190NX, I-190NY, I-190NZ, I-190OA, I-190OB, I-190OC, I-190OD, I-190OE, I-190OF, I-190OG, I-190OH, I-190OI, I-190OJ, I-190OK, I-190OL, I-190OM, I-190ON, I-190OO, I-190OP, I-190OQ, I-190OR, I-190OS, I-190OT, I-190OU, I-190OV, I-190OW, I-190OX, I-190OY, I-190OZ, I-190PA, I-190PB, I-190PC, I-190PD, I-190PE, I-190PF, I-190PG, I-190PH, I-190PI, I-190PJ, I-190PK, I-190PL, I-190PM, I-190PN, I-190PO, I-190PP, I-190PQ, I-190PR, I-190PS, I-190PT, I-190PU, I-190PV, I-190PW, I-190PX, I-190PY, I-190PZ, I-190QA, I-190QB, I-190QC, I-190QD, I-190QE, I-190QF, I-190QG, I-190QH, I-190QI, I-190QJ, I-190QK, I-190QL, I-190QM, I-190QN, I-190QO, I-190QP, I-190QQ, I-190QR, I-190QS, I-190QT, I-190QU, I-190QV, I-190QW, I-190QX, I-190QY, I-190QZ, I-190RA, I-190RB, I-190RC, I-190RD, I-190RE, I-190RF, I-190RG, I-190RH, I-190RI, I-190RJ, I-190RK, I-190RL, I-190RM, I-190RN, I-190RO, I-190RP, I-190RQ, I-190RR, I-190RS, I-190RT, I-190RU, I-190RV, I-190RW, I-190RX, I-190RY, I-190RZ, I-190SA, I-190SB, I-190SC, I-190SD, I-190SE, I-190SF, I-190SG, I-190SH, I-190SI, I-190SJ, I-190SK, I-190SL, I-190SM, I-190SN, I-190SO, I-190SP, I-190SQ, I-190SR, I-190SS, I-190ST, I-190SU, I-190SV, I-190SW, I-190SX, I-190SY, I-190SZ, I-190TA, I-190TB, I-190TC, I-190TD, I-190TE, I-190TF, I-190TG, I-190TH, I-190TI, I-190TJ, I-190TK, I-190TL, I-190TM, I-190TN, I-190TO, I-190TP, I-190TQ, I-190TR, I-190TS, I-190TT, I-190TU, I-190TV, I-190TW, I-190TX, I-190TY, I-190TZ, I-190UA, I-190UB, I-190UC, I-190UD, I-190UE, I-190UF, I-190UG, I-190UH, I-190UI, I-190UJ, I-190UK, I-190UL, I-190UM, I-190UN, I

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

2023	2024	Change
2.9182	2.7305	- .1877

Example Fire Tax Calculation

Assessed Value	2023	2024	Change
200,000	\$583.64	\$546.10	- \$37.54
220,000		\$600.71	+ 17.07

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





Volunteer with Fayetteville Fire & EMS!

Learn how at <https://www.fayettevillefd.org> or
email recruitment2012@fayettevillefd.org

Thank You!



IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 18th of October, 2023, 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 "**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 27, 2023, called a Public Hearing on October 18th 2023 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 18th day of October 2023, 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 18th 2023, 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, 2024, the Town shall pay to the Village a total sum of \$ 1,839,164.44 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 2024, commencing January 1, 2024 and remaining in effect through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 18th day of October 2023.

ATTEST:

TOWN OF MANLIUS

Town Clerk

By: _____
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 18th day of October 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 18th day of October 2023.

DATED: October 18, 2023

Fayetteville, New York

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



Manlius Fire Department

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

2024 Budget Presentation

Manlius Fire Department

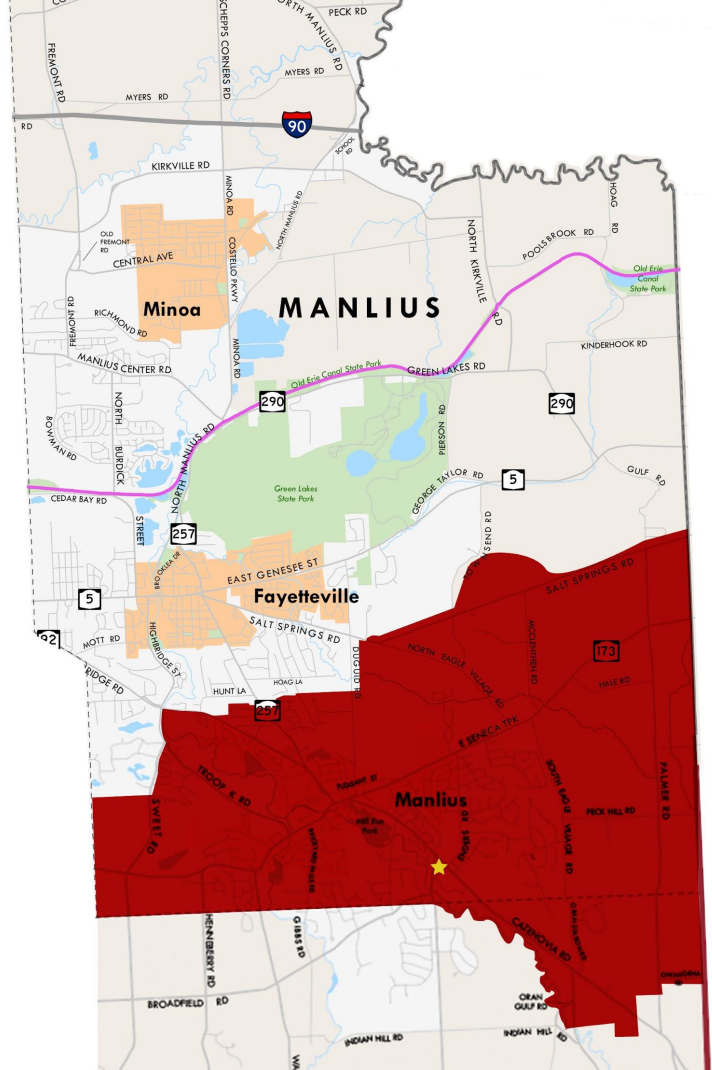
The Manlius Fire Coverage is 27 square miles and covers the Village of Manlius, the Town of Manlius and the Town of Pompey.

2023 Calls (Jan - Aug)

- **486 Fire & Rescue Calls**
209 in district 277 mutual aid
- **1323 Ambulance Calls**
1065 in district 258 mutual aid

2022 Calls

- **715 Fire & Rescue Calls**
346 district 369 mutual aid
- **2203 Ambulance Calls**
1,558 in district 645 mutual aid





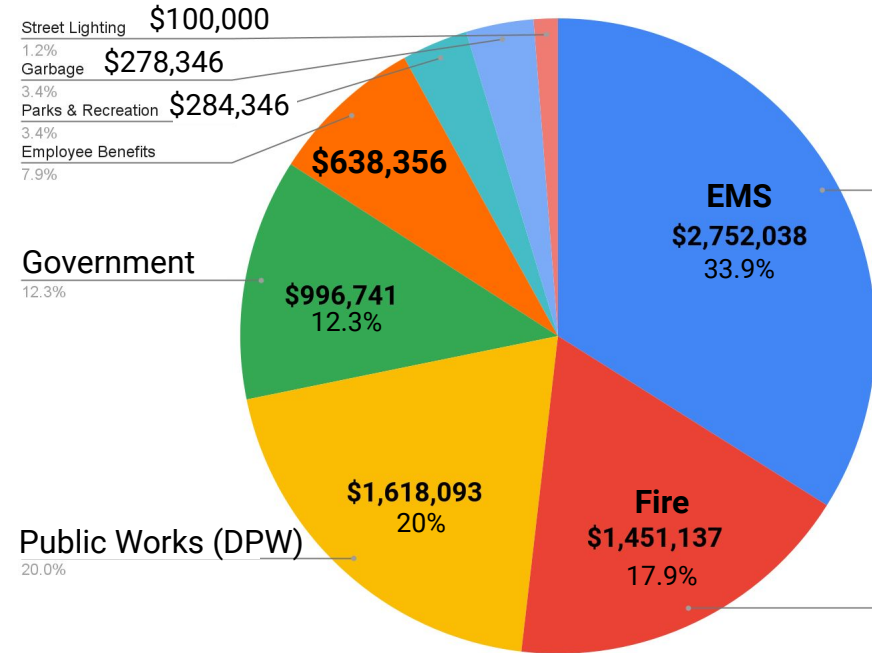
51 volunteers 19 career

Members provided approximately 5809
hours in training during drills & classes.

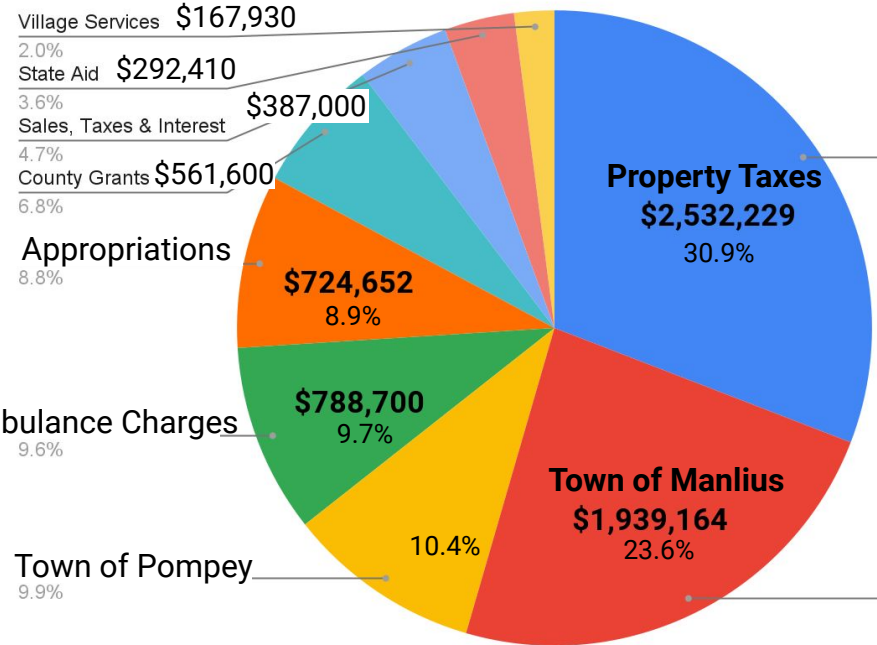
37,486 volunteer & career duty hours
in 2022

THANK YOU!

Village of Manlius Budget 2023 - 2024



Expenses



Revenue

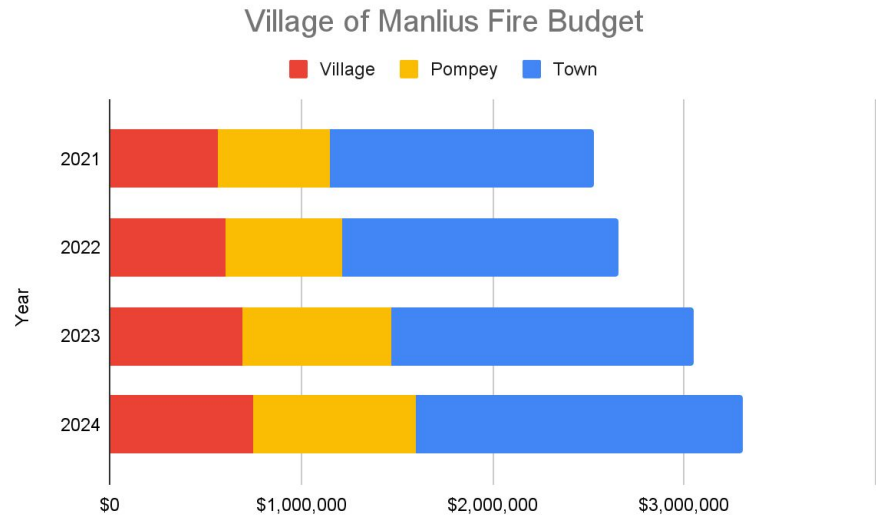
2023-2024 TOTAL BUDGET

\$8,107,692

Village of Manlius Fire & EMS Budget

Total Budget 2023 - 2024

	Fire Budget	EMS Budget	Total Budget
Town of Manlius (55.4%)	\$606,924	\$1,232,240	\$1,839,164
Town of Pompey (24.5%)	\$267,870	\$543,858	\$881,728
Village of Manlius (20.1%)	\$270,707	\$1,776,098	\$667,282
	Fire Total \$1,145,501	EMS Total \$2,172,673	Total \$3,318,175



Village of Manlius Fire Operating Expenses 2023 - 2024

OPERATING EXPENSES

\$1,167,324

+

CAPITAL EXPENSES

\$283,813

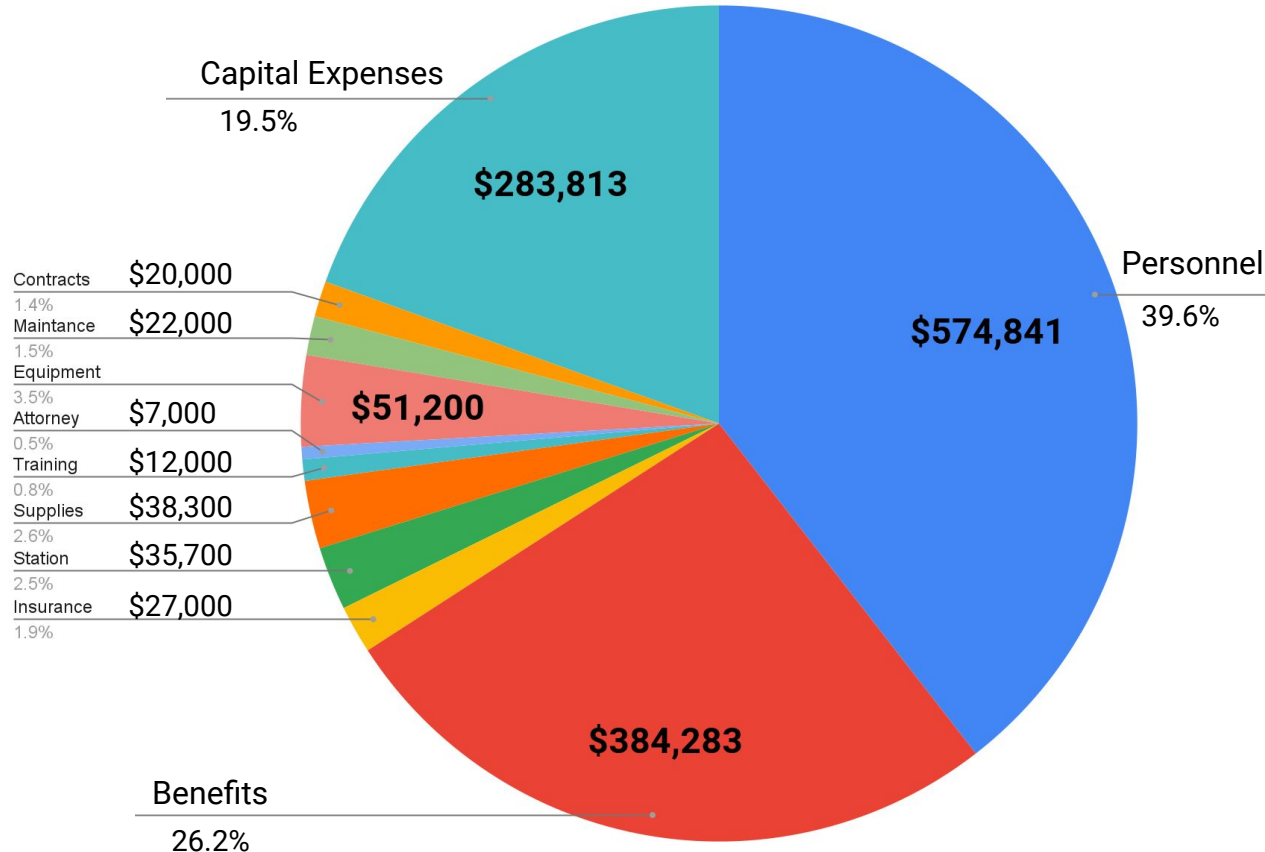
-

REVENUE

\$105,000

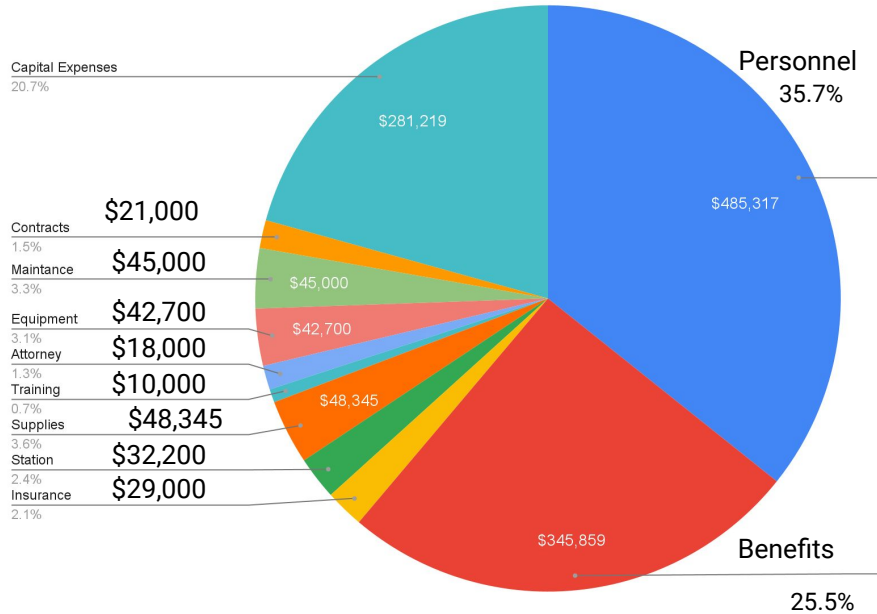
TOTAL

\$1,346,137



Village of Manlius Fire Operating Expenses 2022-23 to 2023-24

Village of Manlius Fire Operating Expenses 2022-23



2022-2023

OPERATING EXPENSES

\$1,358,640

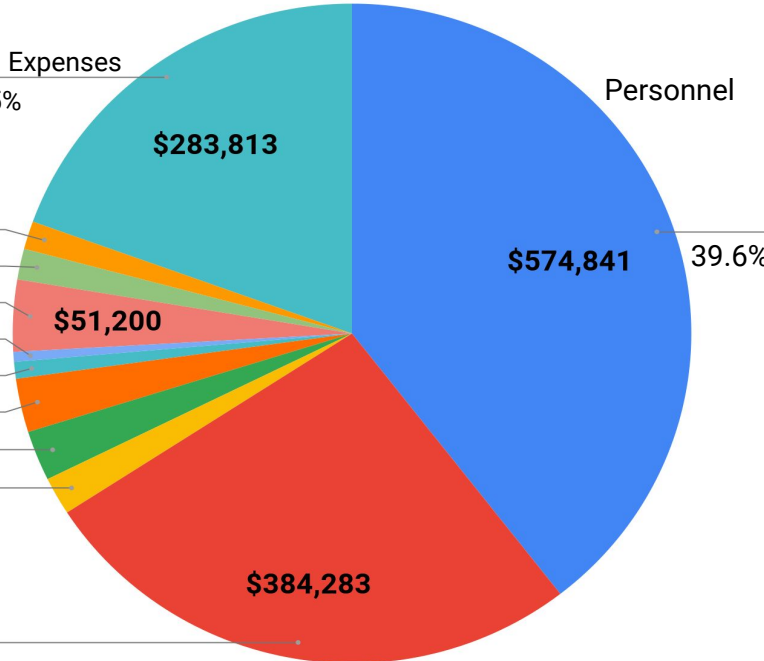
Capital Expenses

19.5%

Contracts	\$20,000
Maintenance	\$22,000
Equipment	\$7,000
Attorney	\$12,000
Training	\$38,300
Supplies	\$35,700
Station	\$27,000
Insurance	

Benefits

26.2%



2023-2024

OPERATING EXPENSES

\$1,451,137

6.2% increase

Village of Manlius EMS Operating Expenses 2023 - 2024

OPERATING EXPENSES

\$2,201,106

+

CAPITAL EXPENSES

\$550,932

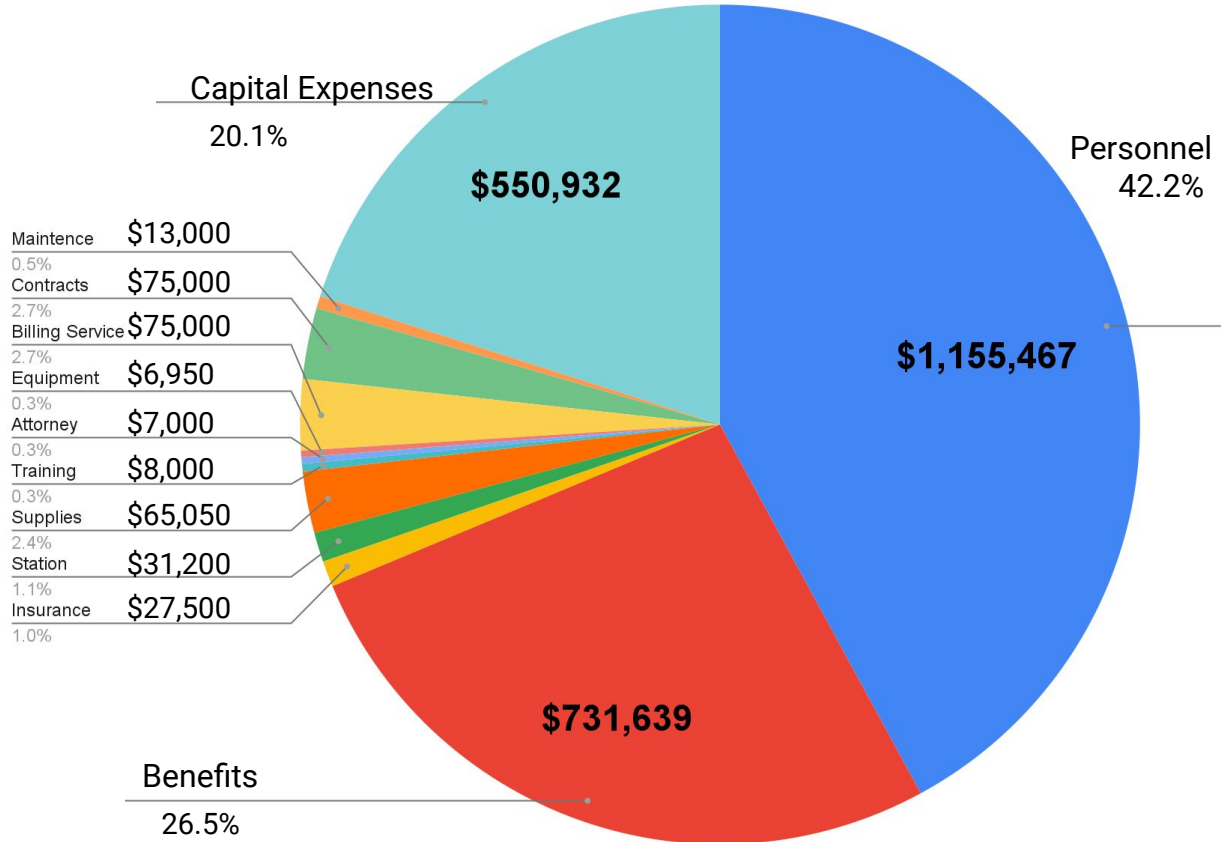
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REVENUE

\$780,000

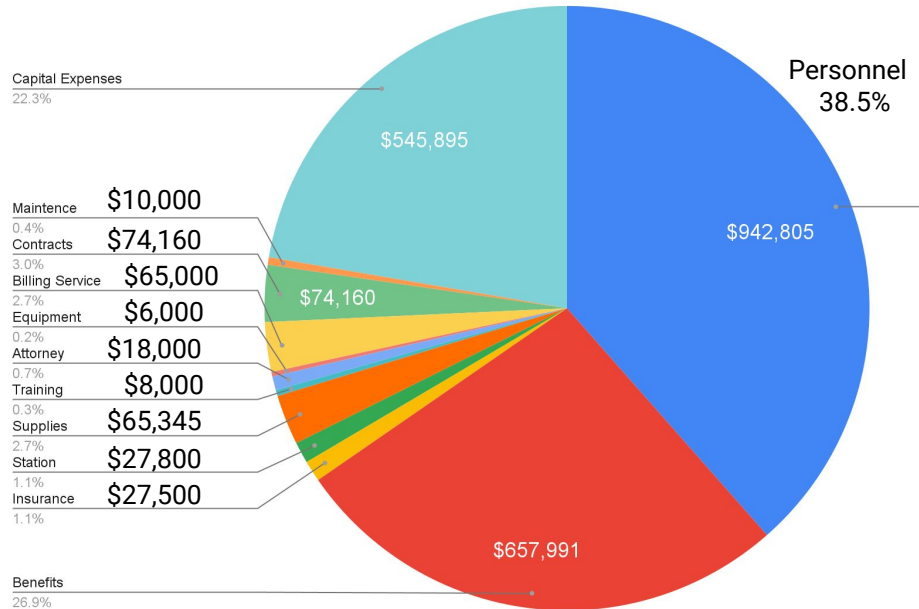
TOTAL

\$1,972,038



Village of Manlius EMS Operating Expenses 2022-23 to 2023-24

Village of Manlius EMS Operating Expenses 2022-23



2022-2023

OPERATING EXPENSES

\$2,448,496

10.6% increase

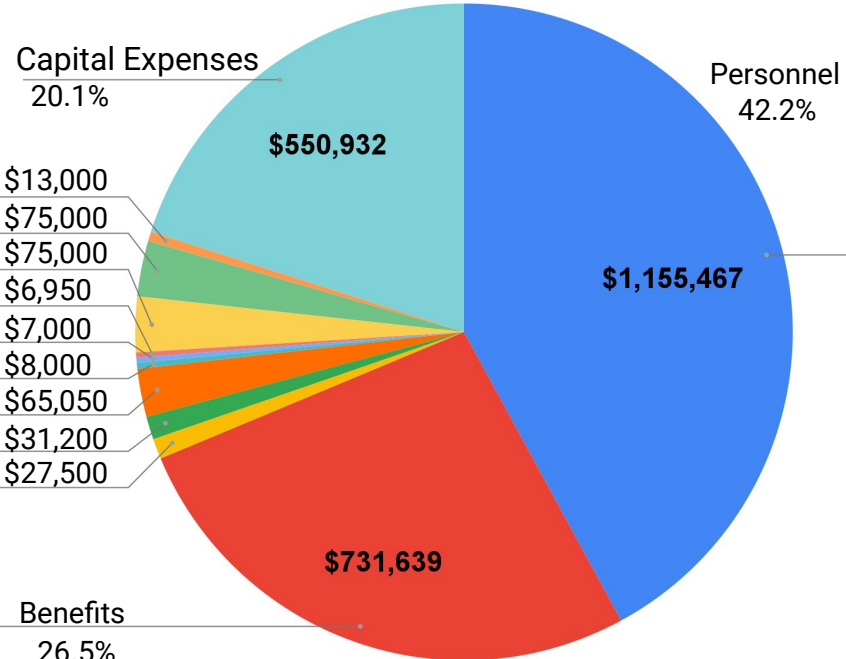
Capital Expenses

20.1%

Maintenance	\$13,000
Contracts	\$75,000
Billing Service	\$75,000
Equipment	\$6,950
Attorney	\$7,000
Training	\$8,000
Supplies	\$65,050
Station	\$31,200
Insurance	\$27,500

Benefits

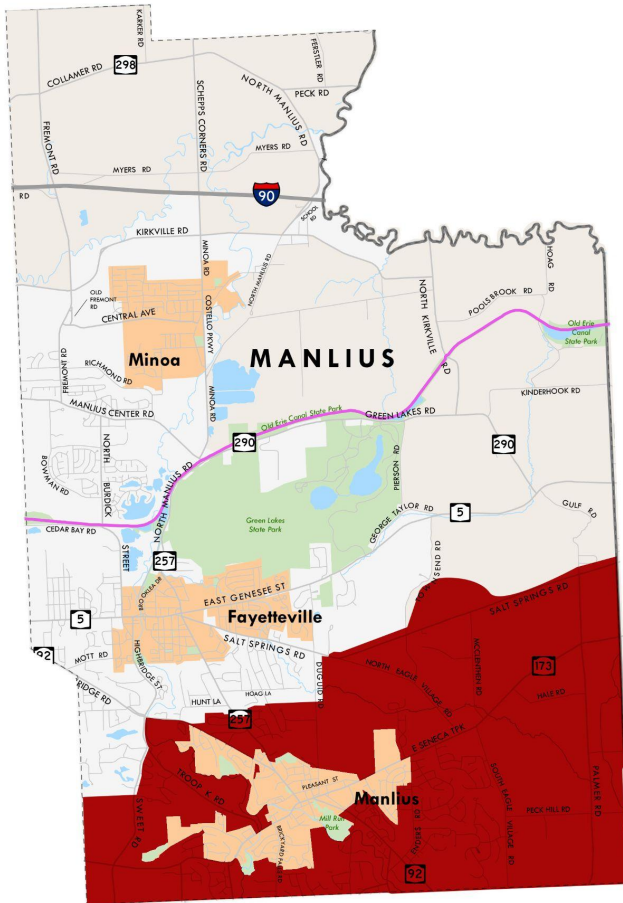
26.5%



2023-2024

OPERATING EXPENSES

\$2,752,038



Manlius Fire Protection*

(Special District)

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

2023	2024	Change
1.95	1.8091	- .1409

Example Fire Tax Calculation

Assessed Value	2023	2024	Change
200,000	\$390	\$361.82	-28.18
220,000		\$398	+8

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



Truck 2



Ambulance 1 & 2



M1



TP-6 - Tanker



MC1 - Medic Car

A firefighter in full gear, including a helmet and oxygen tank, is shown in silhouette. They are positioned in a dark, smoky environment, likely inside a building during a fire. The firefighter is holding a tool, possibly a pike pole, and is looking towards a bright opening in the background where light is streaming in, creating a strong backlight effect. The smoke is thick and fills the air, obscuring some details of the interior. The overall mood is dramatic and heroic.

Volunteer with Manlius Fire & EMS!

Learn how at www.manliusfire.com

Thank You!



Minoa Fire Department

The Minoa Fire Department provides fire, rescue and EMS services to 3,449 residents in the Village of Minoa and a portion of the Town of Manlius; totaling 11,000 residents.

2024 Budget Presentation

Minoa Fire Department

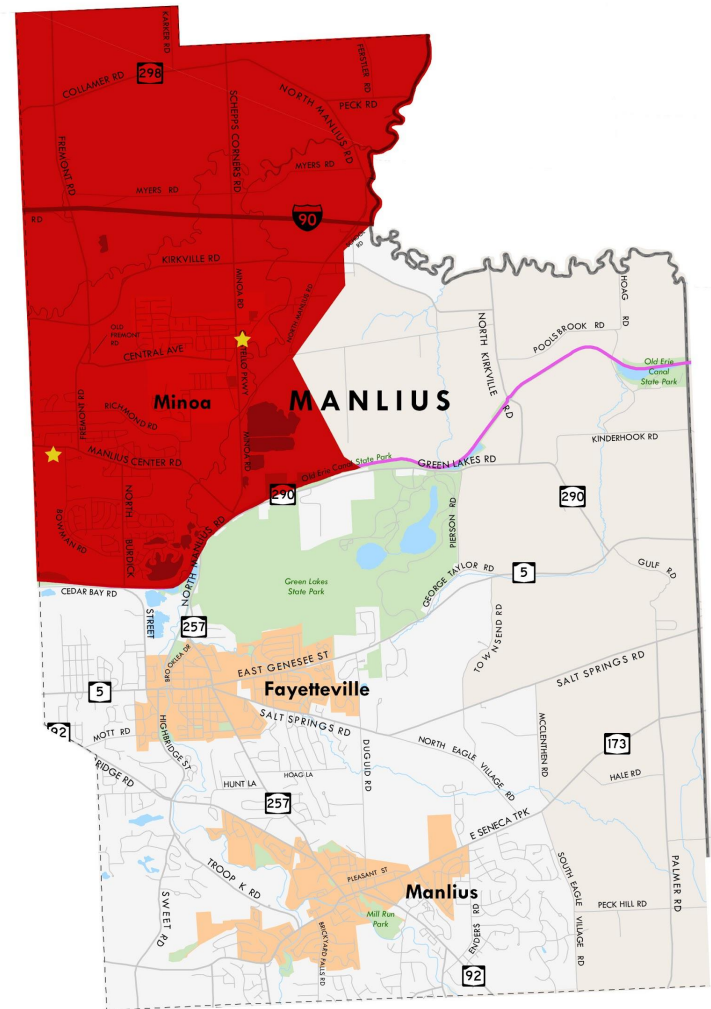
The Minoa Fire Coverage is 33 square miles and covers the Village of Minoa and a large portion of the northern half of the Town of Manlius.

2023 Calls (January - August)

- **327 Fire & Rescue Calls**
245 district 82 mutual aid
- **1,374 Ambulance Calls**
1,018 district 356 mutual aid

2022 Calls

- **572 Fire & Rescue Calls**
412 district 160 mutual aid
- **1,894 Ambulance Calls**
1,237 district 657 mutual aid



41 volunteers

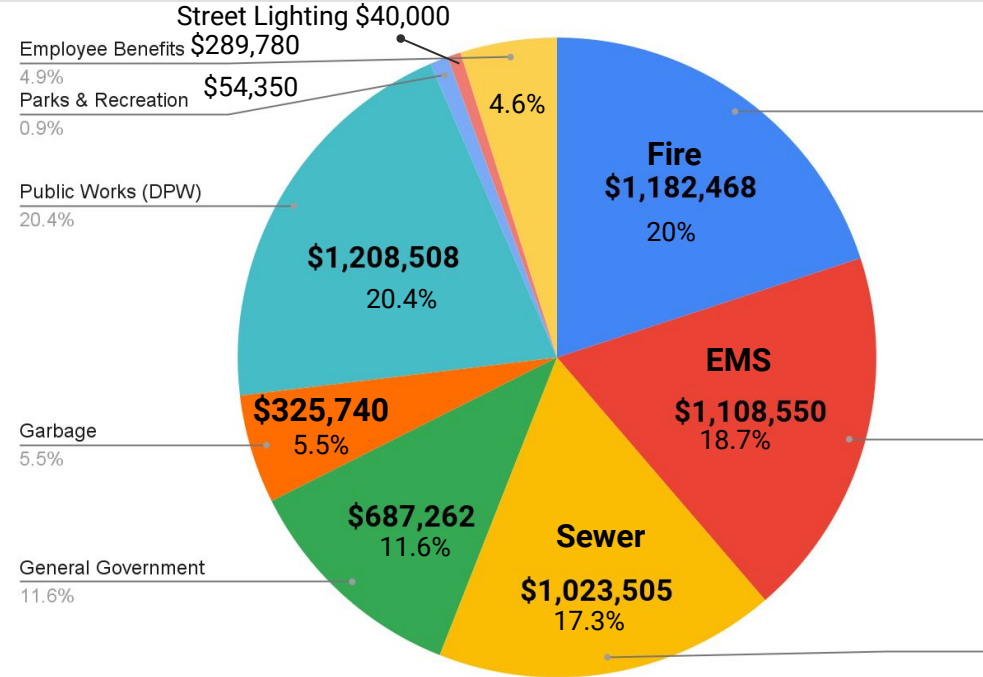
EMS Staff provided by WAVES

Members provided approximately 2,591 hours in training during drills & classes.

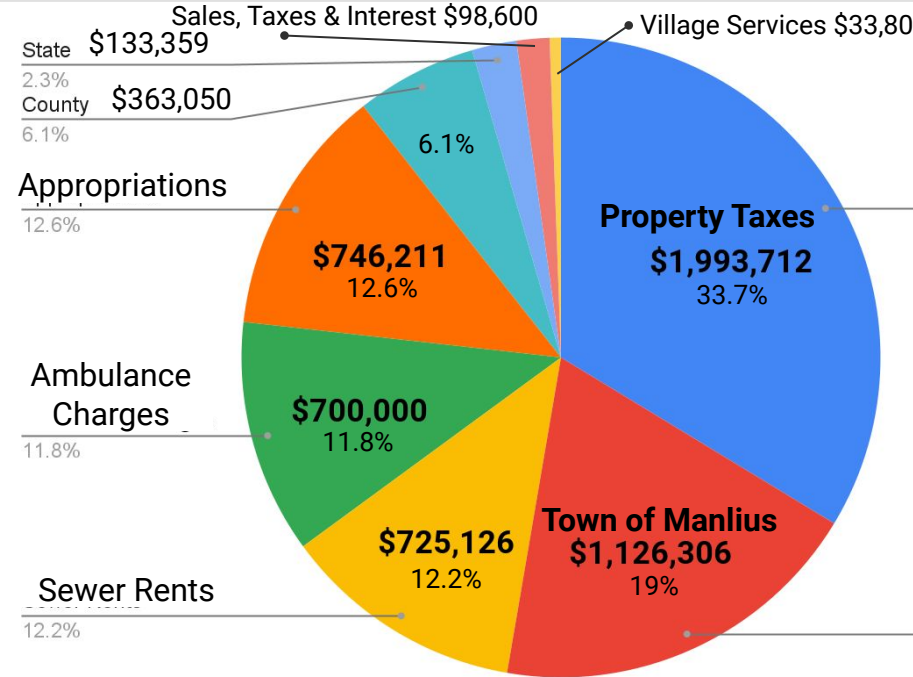
3,665 hours of in station standby.

THANK YOU!

Village of Minoa Budget 2023 - 2024



Expenses

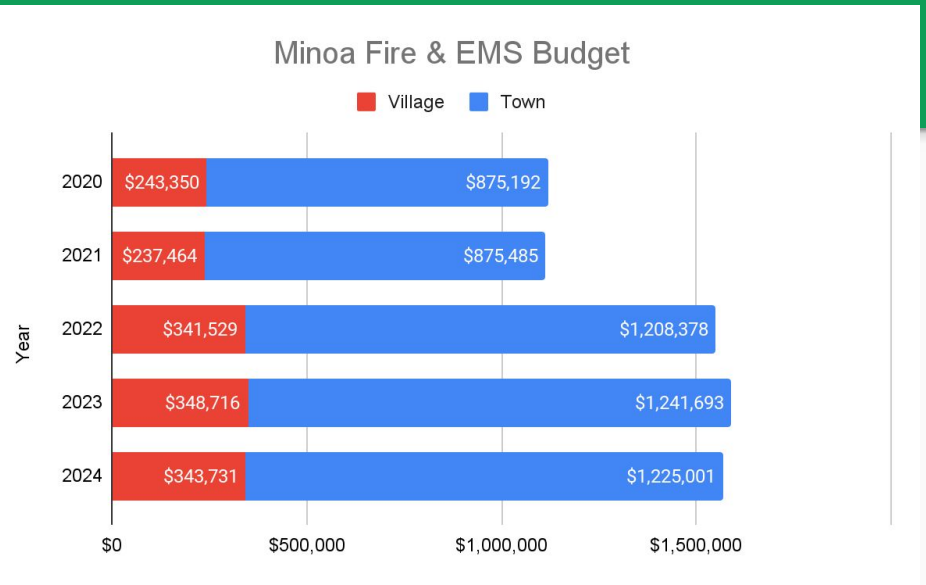


Revenue

2023-2024 TOTAL BUDGET

\$5,920,164

Minoa Fire & EMS Budget



Total Budget 2023 - 2024

	Fire Budget	EMS Budget	Total Budget
Town Share (77%)	\$927,578	\$297,423	\$1,225,001
Village Share (23%)	\$217,039	\$131,677	\$348,716
	Fire Total \$1,182,468	EMS Total \$386,264	Total \$1,568,732

Minoa Fire Department Budget

2023-2024

OPERATING EXPENSES

\$948,233

CAPITAL EXPENSES

\$234,235

TOTAL

\$1,182,468

Attorney **\$30,000**

2.5%

Stations

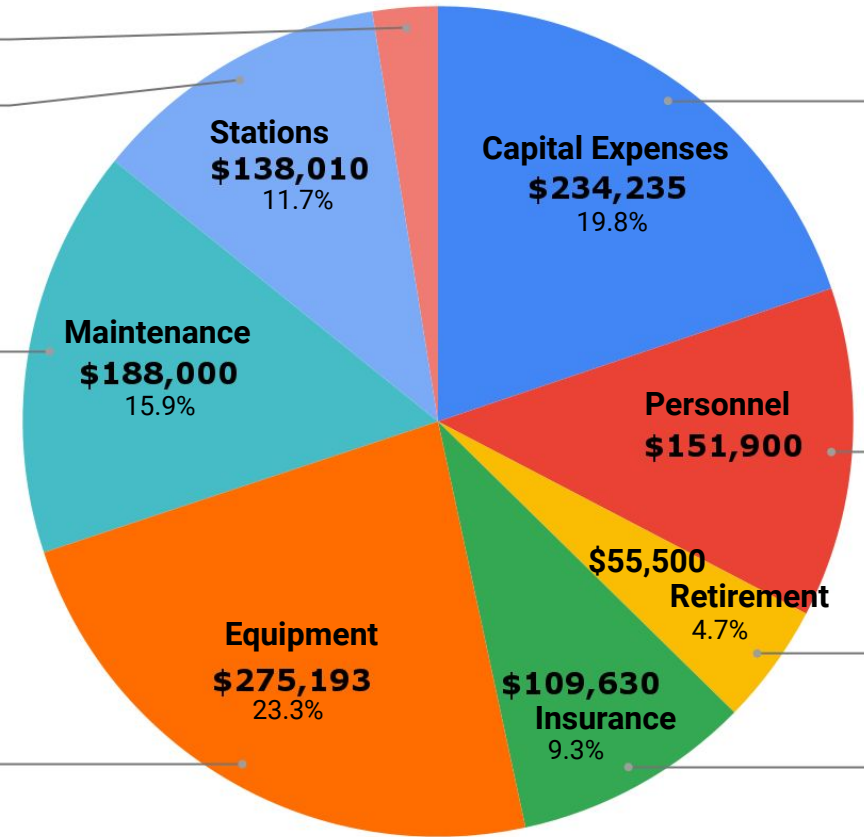
11.7%

Maintenance

15.9%

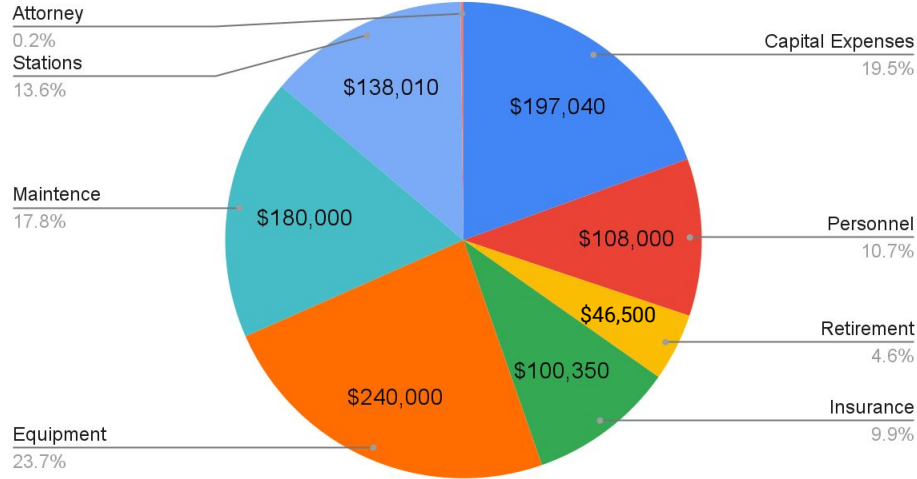
Equipment

23.3%

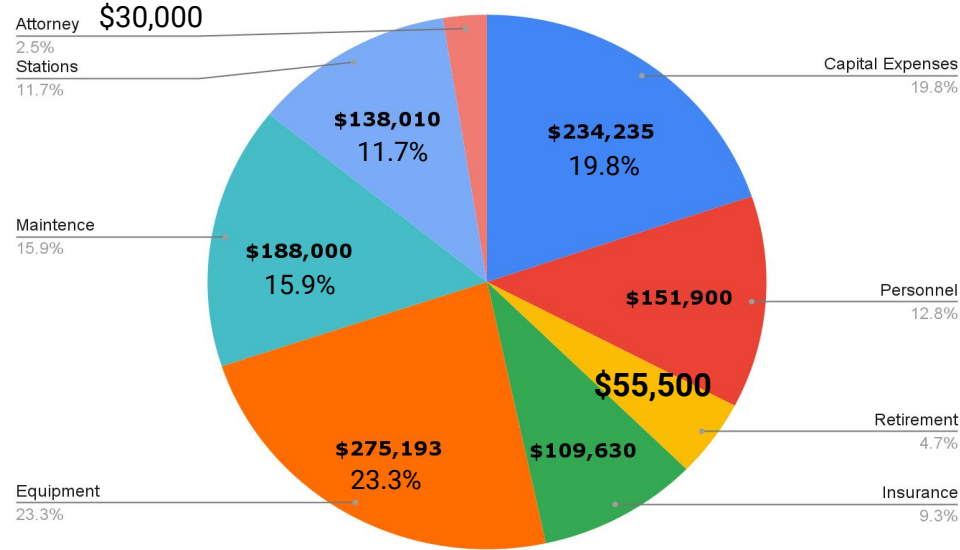


Village of Minoa Fire Department Operating Expenses 2022-23 to 2023-24

Minoa Fire Operating Expenses 2022-23



2022-2023
OPERATING EXPENSES
\$1,017,900



2023-2024
OPERATING EXPENSES
\$1,182,468

16.17% increase

Minoa Ambulance Budget

2023-2024

OPERATING EXPENSES

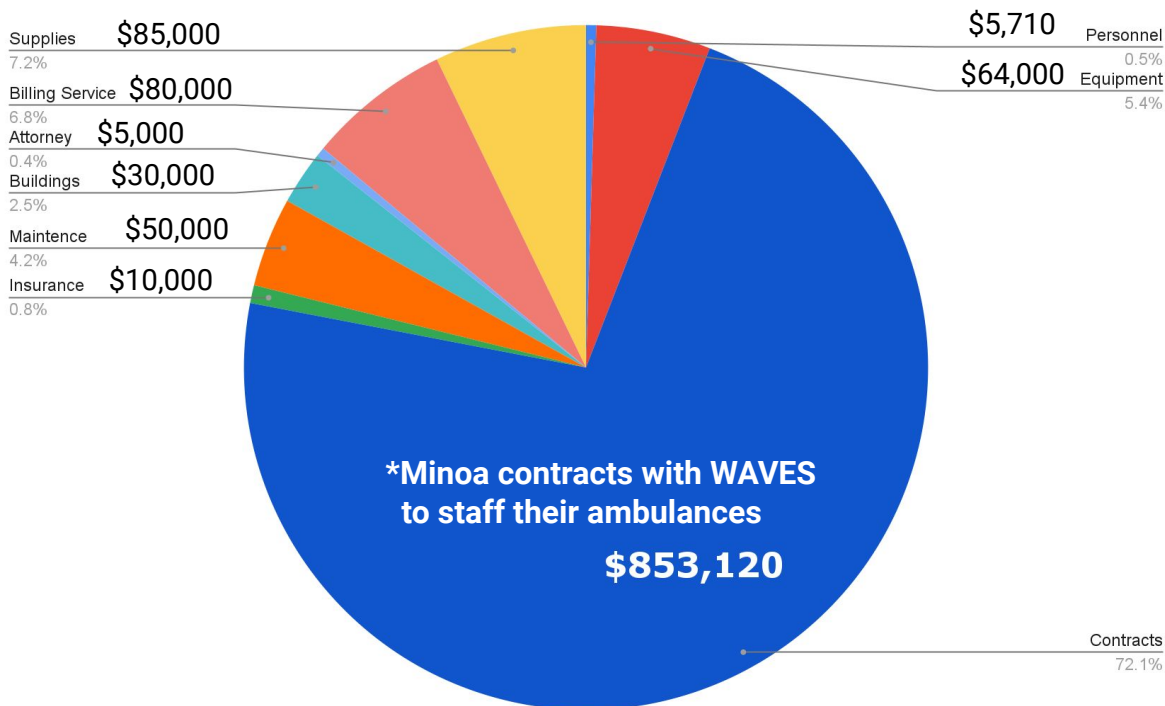
\$1,182,830

REVENUE

\$796,566

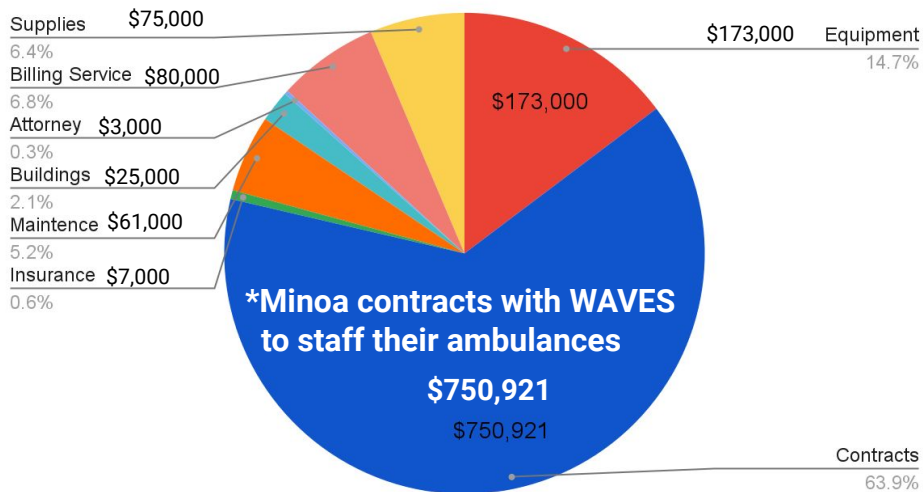
TOTAL

\$386,264



Village of Minoa EMS Department Budget 2021-22 to 2022-23

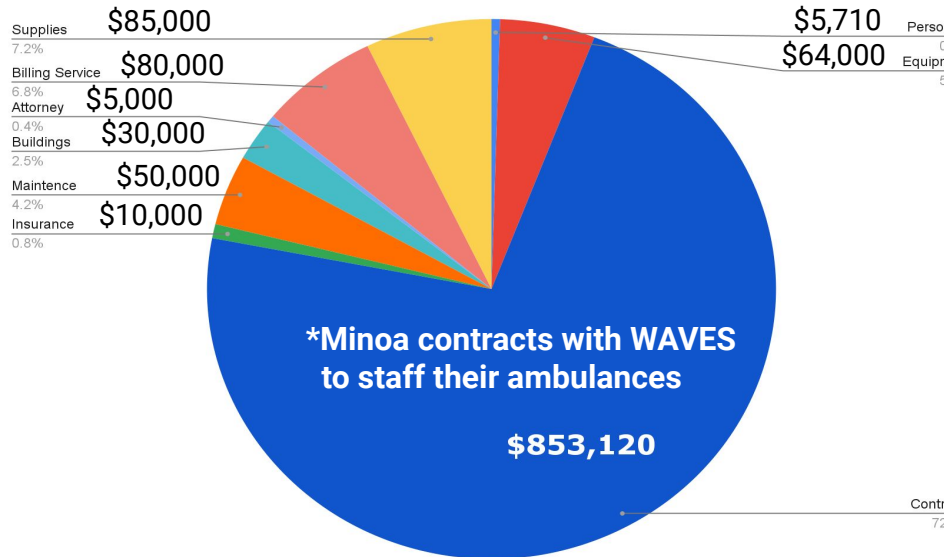
Minoa Ambulance Operating Expenses 2022-23



2022-2023

OPERATING EXPENSES

\$1,174,921



2023-2024

OPERATING EXPENSES

\$1,182,830

0.67% increase

Minoa Fire Protection*

(Special District)

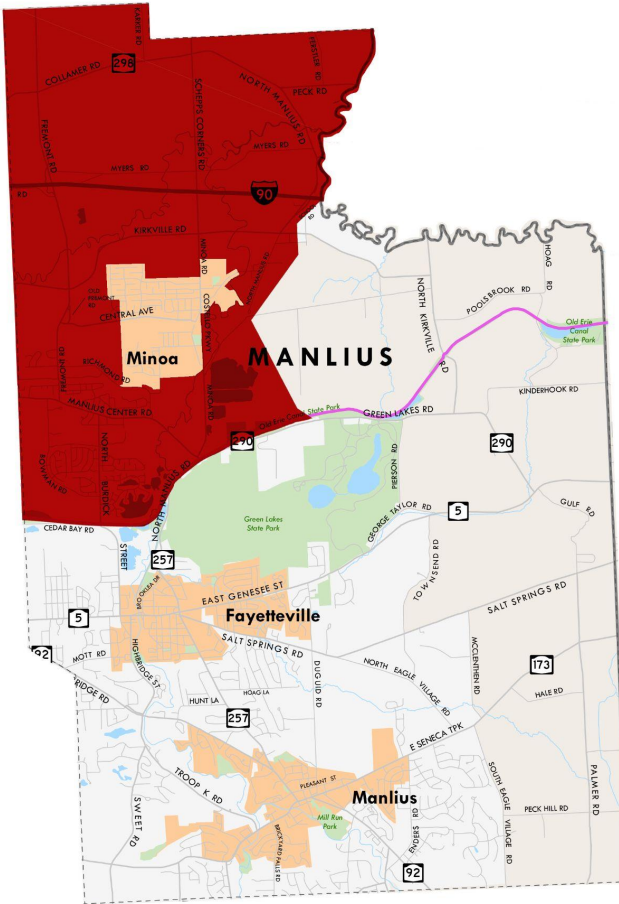
Tax Rate (per \$1,000 of Assessed Value)

2023	2024	Change
2.1476	1.8218	- .3258

Example Fire Tax Calculation

Assessed Value	2023	2024	Change
200,000	\$429.52	\$364.36	- \$65.16
220,00		\$400.80	-28.72

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



Apparatus





Volunteer with Minoa Fire Department!

Learn how at www.minoafire.org



Thank You!

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 18th of October, 2023, 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 September 27, 2023, called a Public Hearing on October 18th 2023 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 18th day of October, 2023 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 18, 2023, 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 \$1,225,001, via payments of \$1,183,501 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 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 2024 commencing January 1, 2024 and remaining in effect through December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 18th day of October, 2023.

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 18th day of October, 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 18th day of October, 2023

DATED: October 18th, 2023
Fayetteville, New York

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

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 4th of October, 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

(Virtual Attendee – Not Voting) 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 18th day of October 2023 at approximately 6:35 p.m. and be it further

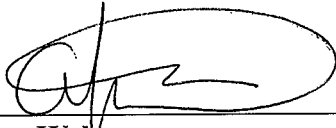
RESOLVED, that the Town Clerk shall give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held and the instructions by which the public can access the virtual meeting, 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 4th day of October 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 4th day of October, 2023.

DATED: October 4, 2023
Fayetteville, New York



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

IN THE MATTER

Of

LOCAL LAW 2023 -___ THE APPLICATION
OF BOTTAR LLC FOR A CHANGE OF
ZONE FROM RESIDENTIAL-1 (R1) TO
RESIDENTIAL MULTIPLE USE (RM)

RESOLUTION ENACTING
LOCAL LAW

**ATTORNEY DRAFT FOR CONSIDERATION BY THE TOWN BOARD – SUBJECT
TO CHANGE BY TOWN BOARD**

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, an application has been made to the Town Board by BOTTAR LLC (the “Applicant”) for approval of a zone change from Residential 1 (R-1) to Residential Multiple

Use (RM) (the “Application”) for a 4.53 acre parcel of land situated at 7078 East Genesee Street, Fayetteville, New York (tax map no. – 092-01-05.0 - the “Property”) on which a residential house located;

WHEREAS, the Applicant is requesting the zone change so that the existing residential home that is located on the property can be used for professional offices, which is an allowed use under the RM zone;

WHEREAS, the Town Board is considering this zone change under Local Law 2023-____, as set forth below:

**LOCAL LAW 2023-____, A LOCAL LAW AMENDING
THE ZONING MAP OF THE TOWN OF MANLIUS:**

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

Section 1. That “The Revised Zoning Ordinance of the Town of Manlius”, as amended, and the “Zoning Map of the Town of Manlius”, which by provisions of said Zoning Ordinance shall be, and the same hereby are, amended to change the zoning for the 4.53 acres of improved land identified as tax map no. 092-01-05, as further set forth on that certain survey prepared by Dussing Land Surveying, LLC, dated 8/2/23, File No. 23-668, as set forth more particularly on Schedule A, from Residential 1 (R-1) to Residential Multiple Use (RM):

See Schedule A, Legal Description

Section 2. This local law shall take effect upon filing with the New York State Department of State.

WHEREAS, on October 4, 2023, the Town Board held a public hearing on Local Law 2023-____ at which time the public was given an opportunity to speak for and against the Local Law;

WHEREAS, the concerns raised by the public generally were related to: (i) clients of the Law firm that is proposing the zone change “cutting through” their neighborhood by taking Draycott Road to connect from NYS RT. 5 and NYS RT. 92; (ii) the amount of traffic that would

be generated by the law firm; (iii) the potential uses that would be possible for an RM use district; (iv) maintaining the historic nature of the buildings on the Property;

WHEREAS, at its October 18, 2023 meeting, the Town Board reviewed the Part I and Part II Short Environmental Assessment form and based on the information provided, their personal knowledge of the neighborhood, the traffic analysis provided by the Applicant and the comments made at the public hearing, the Town Board declared itself Lead Agency on the Unlisted Action and issued a negative declaration for the following reasons: (i) NYS RT. 5 between the Town of Dewitt Line and the Village of Fayetteville (the “RT. 5 Corridor”) has numerous RM Zoned properties within close proximity to the Property; (ii) there are numerous professional office buildings, including law offices, in the RT. 5 Corridor that would complement the proposed use of the Property as a law firm; (iii) the existing house on the Property is unique in terms of size and value and has been on the real estate market for many years without a successful purchaser as a single family residential home and the alternative to the zone change would potentially be a large vacant building; (iv) the recently approved Comprehensive Plan recognizes the nature of the RT. 5 Corridor as a transitional corridor and Local Law 2023-___ would be consistent with the Comprehensive Plan; (v) RM zoning requires that the uses fit within the existing structures that are on any given property and that the historic and residential nature of the buildings on the property be preserved; (vi) based on the testimony of the Applicant, the type of law office that would be situated on the Property, a personal injury firm, does not generate significant traffic because the consultation between attorney and client is made by appointment or can take place through virtual meetings; (vii) the traffic analysis provided by the Applicant, prepared by GTS Consulting and dated September 30, 2023, indicates that the level of traffic generated by the proposed law firm will be minimal and will not have a

significant impact on traffic along the RT. 5 Corridor; (viii) the entrance along NYS Rt. 5 can be re-configured to discourage “cutting through” the neighborhood along Draycott Road the Town Board intends to work with the neighbors and the Planning Board to design a better entrance into the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby approves Local Law 2023-___ as set forth in this Resolution, which paragraphs are hereby incorporated into the Board’s decision; and be it

FURTHER RESOLVED, that the Town Clerk is hereby directed to file Local Law 2023-___ with the Secretary of State within 20 days of its adoption, pursuant to the Municipal Home Rule Law.

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 _____, 2023.

DATED: _____, 2023
Fayetteville, New York

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

GRANT OF EASEMENT

TOWN OF MANLIUS, having an address at **301 Brooklea Drive, Fayetteville, New York 13066** (hereinafter referred to as “Grantor”), is the owner of that certain parcel of real property commonly known as **5701 Bowman Road** located in the Town of **Manlius**, County of **Onondaga** in the State of New York, identified on the tax maps of the County of **Onondaga** as Section **074/Block 01/Lot 06.1** (SBL #074.-01-06.1) **FL 53 & 64** and pursuant to that certain deed recorded with the County Clerk of the County of **Onondaga** on **12/31/1975** in Liber **2571** at Page **863**, that certain deed recorded with the County Clerk of the County of **Onondaga** on **12/31/1986** in Liber **3321** at Page **232**, Instrument #**1986-00018808**, that certain deed recorded with the County Clerk of the County of **Onondaga** on **04/10/1958** in Liber **1899** at Page **347**, and that certain deed recorded with the County Clerk of the County of **Onondaga** on **04/10/1958** in Liber **1899** at Page **351** (the “Grantor’s Land”), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON** having an address at **140 West Street, New York, New York 10007** (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor’s Land (the “Easement”) under the following terms and conditions.

Section 1 – Description of the Easement. The Easement provides the Grantees with the right, privilege, and authority to:

- a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the purpose of transmitting intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that certain portion of the Grantor’s Land described in Section 2 below (the “Easement Area”), and any highways abutting or running through the Grantor’s Land, and to renew, replace, remove, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and
- b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and
- c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor’s Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees’ existing or proposed Facilities; and
- d. excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation. Grantor approves and agrees to the installation of the Facilities as shown on Exhibit A, however any further excavations of the Easement Area shall require Grantor’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed; and
- e. pass and repass on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor’s Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketches entitled, “**Easement Sketch - Exhibit A2, WR #11-23-30267687**” and “**Easement Sketch - Exhibit A1, WR #11-23-30634008**”, which sketches are attached hereto as Exhibit A1 and Exhibit A2 and recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A1 and Exhibit A2 hereto.

Section 3 – Facilities Ownership.

Section 4- Insurance

Section 5 – General Provisions.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this

TOWN OF MANLIUS

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

State of _____)
)
County of _____) **SS:**

On the ____ day of _____ in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

GRANTEE:

NIAGARA MOHAWK POWER CORPORATION

By: _____
(signature)

Name: _____
(printed)

Its: _____
(title)

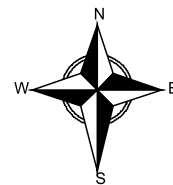
State of _____)
County of _____) ss:

On the ____ day of _____ in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

RETURN TO:

National Grid
Attention: Michelle Trentmann
Right of Way, D-Mezz.
300 Erie Boulevard West
Syracuse, NY 13202



Lands of St Michael's Carpatho Cemetery
Tax ID: 076.01-04.0

Lands of Brozaitis Jack & Catherine
Tax ID: 076.-02-06.0

< Coventry Rd

Existing
NG Pole

Existing
NG Pole

Bowman Rd

Proposed
NG Pole & Anchor
Centerline of approximately 22'
Approximately 850' west of
intersection of Lampglow Ln
and Bowman Rd

Lampglow Ln >

Existing
NG Pole

LANDS OF TOWN OF MANLIUS
TAX ID 074.-01-06.1

EASEMENT #:

EASEMENT SKETCH - EXHIBIT A1

NOT TO SCALE

DESIGNER: Villnave, Douglas

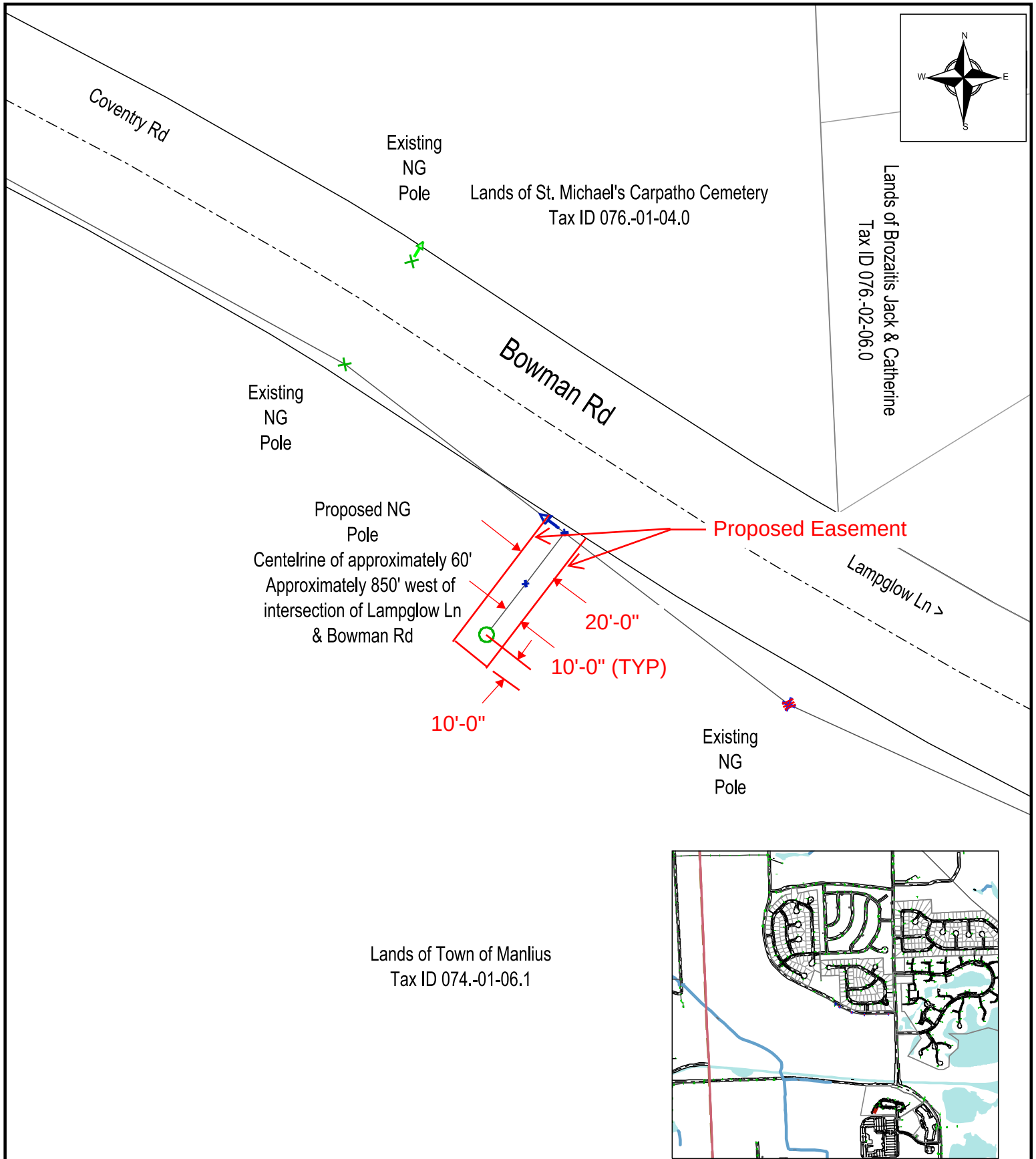
DATE: 02/15/2023

WORK ORDER #: 11-23-30634008

LANDS OF TOWN OF MANLIUS
5701 BOWMAN ROAD
TOWN OF MANLIUS, NEW YORK
ONONDAGA COUNTY
TAX ID: 074.-01-06.1

nationalgrid

SHEET 1 OF 1



	EASEMENT SKETCH - EXHIBIT A2	NOT TO SCALE
DESIGNER: Villnave, Douglas DATE: 07/07/2023 WORK ORDER #: 11-23-30267687	LANDS OF TOWN OF MANLIUS 5701 BOWMAN ROAD TOWN OF MANLIUS, NEW YORK ONONDAGA COUNTY TAX ID: 074.-01-06.1	 SHEET 1 OF 1

Twin Ponds District Plan

A. Intent. This district is intended to be used primarily for multiple-family dwelling units in order to provide unique housing and outdoor recreation choices that may not be available in the other residential zoning districts within the Town. The design of the PUD District Plan provides for relatively high-density residential housing options with pedestrian access to outdoor recreation amenities. The PUD District Plan shall also include a limited amount of non-residential uses that do not interfere with the intent of the project and compliment its objectives.

B. PUD District Plan Description.

1. Types of land uses. The following structures and uses shall be permitted within the district, pursuant to site plan approval:
 - a. Multi-family dwellings
 - b. Townhouses
 - c. Personal Service
 - d. Professional Offices
 - e. Restaurants
 - f. Retail Sales
 - g. Day-care facilities
 - h. Parks and trails
 - i. Artisan, maker
 - j. Commercial business which are permitted in the Regional Shopping District (RS)
 - k. Accessory structures and uses incidental to multiple-family dwellings (including parking structures)
2. Bulk requirements
 - a. Minimum Lot Area: 0.5 acres non-residential / 2 acres for residential
 - b. Maximum Building height: 6 stories

3. Off-Street Parking requirements. A minimum of one off-street parking space for each one bedroom Dwelling and two off-street parking spaces for each two or three bedroom Dwelling shall be required. Up to 25 % of the required parking may be “banked” by the Owner until they are needed in order to minimize the amount of impermeable surface. The term “banked” parking spaces shall refer to the Planning Board approving the placement and construction of parking spaces, but allowing the Owner the option to not construct the approved spaces until and if those spaces are needed to accommodate conditions at the site. Off-street parking for non-residential uses shall be in accordance with Manlius Town Code §155-31, however, the Planning Board shall have the discretion to lower those requirements to fit unique site circumstances and uses.
 4. Vehicle Circulation. Provisions for smooth internal vehicle circulation shall be made with storage space for snow which will not block parking spaces and with provision for access of emergency vehicles. The design for vehicular ingress and egress to the site from a public highway and for interior streets shall be approved by the Town Highway Superintendent and the Chief of the Fire Protection District in which the project is to be located. Access to an emergency fire road across neighboring parcel(s) must be sufficient to allow fire-fighting equipment to enter the property from the south in the event of an emergency.
- C. PUD District Plan Map. Attached as **Appendix A** is a map identifying the location of permissible land uses, public roads, sidewalks and the total acreage of the proposed PUD District Plan.
- D. Phasing Plan. The Project will be constructed in no more than four phases.
- E. Application Timeline.
1. The Owner shall be required to apply for Site Plan Approval no later than 180 days after approval of the PUD District Plan.
 2. The Owner shall be required to apply for a building permit to begin construction of the project no later than 18 months after receiving site plan approval.
- F. Public Roadways. Appendix A depicts the location of lands that shall be dedicated to the Town for public use as roadways. The public roadways depicted in the District Plan Map shall be improved with sidewalks.
- G. Recreational Areas. The PUD District Plan Map includes recreational areas in the form of an outdoor activity space, walking trails and clubhouse. The map attached as Appendix A depicts the location of these amenities.
- H. Signage. All signage shall be in accordance with § 155-25 of the Manlius Town Code.
- I. Utilities. All buildings will be served by public water and sewer systems.

- J. Workforce Housing. 5 % of the Dwellings within the PUD District shall be designated for “Workforce Housing.” Workforce Housing shall be available for a period of ten (10) years of a building being occupied.
1. Rent for a Dwelling that does not exceed 30 percent of the income of a family whose income equals 80 % of the Area Median Income (AMI) for Syracuse Metropolitan Area, shall qualify as Workforce Housing. AMI is determined annually by the U.S. Department of Housing and Urban Development.
 2. In order to occupy a unit set aside as Workforce Housing, the occupant’s income may not exceed 80 % of the Area Median Income (AMI) for Onondaga County.
 3. The Town Board may reduce the number of Workforce Housing units required or the method for calculating the rent ceiling to be considered Workforce Housing if such an adjustment is necessary to support the continued financial viability of the project.
 4. Temporary noncompliance with paragraph J is permitted if such noncompliance is caused by increases in the incomes of existing tenants. The Owner shall reduce the rent for the next available equivalent vacant unit in the event that a unit previously designated as Workforce Housing no longer qualifies due to an increase in a tenant’s income.
 5. The Owner shall provide information on an annual basis to the Codes Officer to confirm compliance with these Workforce Housing requirements.
 6. The Town Board may enact policies to confirm compliance with the requirements of this paragraph.
 7. Existing tenants shall be permitted to continue their tenancies under the terms of this paragraph following the termination of the ten (10) year term of this program.
- K. Mixed-use. The Owner shall offer no less than 2,500 square feet of space for rent for non-residential purposes. Non-residential uses shall be limited to the locations identified in the PUD District Map.
- L. Trail Connections. The Owner will cooperate with the Town to connect walking trails within the PUD District with other trails constructed by the neighboring property owners in order to provide pedestrian access.
- M. Sustainability. The project will include no less than 10 charging plugs for electric vehicles and all Dwellings will utilize electric rather than gas for heat and cooking appliances.
- N. Accessibility For Persons With Disabilities. The Owner shall convert no less than one (1) apartment per one hundred (100) to be “handicap accessible” for use by persons with disabilities (wheelchair, vision, hearing, as needed).

TOWN OF MANLIUS POLICE DEPARTMENT

Definitions

“Fulltime”: defined as forty (40) hours per week;

“Minimum employment qualifications”: as defined by the Municipal Police Training Council and the New York State Division of Criminal Justice Services and Office of Public Safety;

“Probationary period”: as defined by the New York State Civil Service Law and the Classified Service Rules;

Employment Incentive Program for Peace Officers

This incentive applies to a fulltime Police Officer position when being filled by a Peace Officer.

Candidates must meet all the minimum employment qualifications of a Peace Officer. In addition, eligible candidates must have sufficient training at the time of the transfer to allow for the Town of Manlius Police Department to provide additionally required training in-house in order to be certified as a Police Officer???

Specifics of Agreement: Peace Officer applicants selected for employment by the Town of Manlius Police Department will receive a \$6,000 employment incentive as follows:

- 1) \$2,000 will be paid in their first paycheck after being formally hired.
- 2) \$2,000 will be paid upon successful completion of the Probationary period.
- 3) \$2,000 will be paid upon the completion of the Police Officer's third year of employment from the date of hire.

Negation of Agreement and Consequences

A Police Officer hired under this program who voluntarily leaves or because of their actions are required to leave the Police Department prior to the successful completion of the Probation period shall be required to pay back a prorated portion of this hiring incentive. How about if they leave during the 3rd year???? Should we consider the claw back through year 4 or 5?

Any employee previously employed as a Police Officer by the Town of Manlius is not eligible for the Employment Incentive Program.

This is a NYS Civil Service position (See certification requirements on-line)

Basic Certification by the NYS Division of Criminal Justice (DCJS) Police Officer Certification or the graduate of another state's municipal or regional Basic Law Enforcement training academy or equivalent as accepted by DCJS.

The Town of Manlius is an Equal Employment Opportunity (EEO) employer.

**Resolution Supporting Participation in the
CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program**

Resolution authorizing the items listed below pursuant to requirements of the New York State Pollutant Discharge Elimination System Municipal Separate Storm Sewer System General Permit.

WHEREAS, _____
(Legal Name of Municipality)

herein called the “Municipality”, after thorough consideration of the various aspects of the problem and consideration of available information, has hereby determined that certain work, as described in Attachment A, herein called the “Project”, is desirable, is in the public interest, and is required to implement the Project; and

WHEREAS, the Central New York Regional Planning & Development Board, herein called the “Board”, has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES) Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002, and

WHEREAS, the Board has proposed staff and education assistance services in support of sustaining the CNY Stormwater Coalition and to provide a regional public education, outreach and training compliance program to reduce municipal staff burdens, ensure consistency, provide widespread priority audience targeting the most efficient use of limited municipal funds by distributing total program costs over a number of entities within a twelve-month timeframe.

NOW, THEREFORE, BE IT RESOLVED BY _____
(Governing Body of Municipality)

1. That _____
(Name and Title of Chief Elected Official)

or such person’s successor in office is the representative authorized to act on behalf of the Municipality’s governing body in all matters related the Project;

2. That the Municipality agrees that it will fund its portion of the program cost in the amount of \$3,600, and that those funds will be made available to the Board upon receipt of invoice.

3. That one (1) certified copy of this Resolution will be prepared and sent to the Board upon adoption.

4. That this Resolution take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the _____
(Name of Governing Body of Applicant)

duly held on the _____ day of _____, 2023; and further that such Resolution has been fully recorded in the _____ in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this _____ day of _____, 2023.

Signature of Recording Officer

Title of Recording Officer

Impress Official Seal here.

CNY Stormwater Coalition Staff Services Proposal

2023 Program Year

December 2022

Lauren Darcy
Senior Environmental Planner

ldarcy@cnyrpdb.org

SUMMARY

This proposal for staff services and education assistance responds to the need for staff and administrative services necessary to sustain the CNY Stormwater Coalition, and to comply with the Minimum Control Measure 1 requirements of NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) or its successors.

The purpose of the CNY Stormwater Coalition is to provide regulated MS4 communities with support in meeting requirements of the NYS MS4 General Stormwater Permit. The CNY Stormwater Coalition has been active since 2011, hosted by the Central NY Regional Planning and Development Board (CNY RPDB). Stormwater Coalitions are encouraged by both the NYS DEC and the U.S. EPA as an effective strategy for regional compliance, shared services, and peer learning. Participation in a regional coalition is looked upon favorably by both agencies in grant funding requests.

The proposed workplan includes administrative services and program services to be provided by the CNY RPDB. The primary goal is to assist MS4 operators in meeting requirements of the NYS General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) (GP-0-15-003) and its successors, specifically the requirements for Minimum Control Measure 1. The CNY RPDB will provide the following services to the members of the CNY Stormwater Coalition during the 2023 calendar year.

1. Administration and Staff Support for CNY Stormwater Coalition meetings,
2. Public Education and Outreach implementation and reporting, and
3. Direct Municipal Assistance

SCOPE OF SERVICES

1. CNY Stormwater Coalition Administration and Staffing

1.1 Staffing Support for the CNY Stormwater Coalition and Executive Committee

CNY RPDB will plan and facilitate four scheduled meetings of the CNY Stormwater Coalition, four scheduled in-person meetings of the CNY Stormwater Coalition Executive Committee, and meetings of Coalition working committees, as needed, to advance and sustain a fully functioning Coalition. Meetings may be held remotely or in person. For this program year we anticipate one working subcommittee, the MS4 Coordinated Mapping Subcommittee. This subcommittee will develop an approach to meeting the enhanced mapping requirements of the new General Permit.

Staff support for all scheduled meetings includes:

- meeting announcements,
- creating and circulating agendas and progress reports,
- recruiting topical speakers, and
- maintaining and circulating meeting minutes.

Staff support for the coalition also includes monitoring public and private grant opportunities, issuing appropriate Requests for Proposals, and overseeing implementation of any grant-funded projects. For this program year, it is anticipated that the Coalition will be awarded funds through the DEC Non-Agricultural Non-Point Source Pollution grant program. If awarded, CNY RPDB will administer the grant, issue an RFP for mapping services, and oversee contracting of consultants to complete the MS4 mapping work as described in the grant application.

1.2 Communications

Another key role in providing support to the Coalition is managing communications with statewide organizations and agencies. CNY RPDB will act as a liaison between the Coalition and regulatory agencies such as the NYS DEC and the U.S. EPA by staying in touch with the regional staff of these agencies.

We anticipate that an effective date for a new General Stormwater permit will be announced in 2023. In anticipation, CNY RPDB will monitor the timeline for this announcement and share any updates as appropriate. In the event a new permit is issued during this year, CNY RPDB will become familiar with the permit terms and work to keep MS4 operators informed of any changes in requirements and reporting needs. To aid in this, CNY RPDB will prepare a presentation and written materials for Coalition members to support regulatory compliance with the next version of the MS4 General Stormwater Permit upon its effective date.

Additionally, CNY RPDB will engage other NY State stormwater coalitions and non-regulatory partners involved in stormwater management to identify compliance opportunities that support the members of the CNY Stormwater Coalition. CNY RPDB will monitor training opportunities and resources prepared by others to share with Coalition members as appropriate.

1.3 Administration and Reporting

CNY RPDB will administer all contracted activities funded as part of this Scope of Services through December 31, 2023, including quarterly financial reporting, bookkeeping, and accounting, documentation of local match to support grant funded programs, subcontracting, and solicitations. Progress reports and financial reporting will be made available to the Coalition's Executive Committee on a quarterly basis.

2. Public Education and Outreach Implementation and Reporting

2.1 Maintain Regional Stormwater Website and Online Outreach

CNY RPDB will update and promote the CNY Stormwater website, which contains information about the General Permit requirements for municipalities as well as information for the public. CNY RPDB will provide the website link for posting on municipal websites when the update is complete. This website will be maintained and updated as needed.

CNY RPDB will send periodic email blasts to distribution lists focused on at-home strategies to mitigate stormwater as well as announcements for related community events, and state or local initiatives. Residents will be able to sign up for the email distribution on our website. All member municipalities will be automatically signed up for this distribution and are encouraged to share as well.

Online outreach will also include social media to make announcements about upcoming events, share notices, and encourage people to visit the Coalition website. Analytics will be used to quantify reach and reporting. The Coalition currently has a sizable Twitter following; however, the platform is going through significant changes in ownership and function; we will evaluate this and new platforms and adjust the social media strategy in the first quarter of 2023.

2.2 Print Handouts

CNY RPDB will refresh printed handouts, postcards, and brochures on various topics, including but not limited to, winter de-icing, pet waste, rain barrels, and residential scale green infrastructure. Handouts will be printed and delivered to municipal offices and libraries as well as other community centers upon request and handed out at related community events. These will also be made available online to be printed and used as needed.

2.3 Community Partnership

CNY RPDB will re-establish contacts with the Onondaga County Public Library and appropriate branch libraries in Madison and Oswego Counties to distribute stormwater educational materials to the public and identify opportunities for collaborative educational programming. CNY RPDB will pursue additional partnership opportunities, as appropriate, to integrate stormwater information into existing community initiatives. This includes coordinating with the annual OCCRA Earth Day Clean Up, tabling at the Rosamond Gifford Zoo's annual Party for the Planet and working on rain garden programming with the Cornell Cooperative Extension Master Gardeners Program.

CNY RPDB will work with partner agencies to establish a Watershed Educational collaborative to allow agencies, organizations, and other partners in the SUA whose focus is on water quality protection and/or education to share ideas, resources, and coordinate messaging. The purpose of this coordination is to align educational outreach and messaging on protection activities to residents that meet our various reporting and educational goals. This will pool agency creativity, resources, and capacity to create shared educational resources and a recognizable campaign, consistent messaging, workshops, and presence on the impacts of land use/ run off to water quality in the SUA. Partnerships to explore include, but are not limited to, Cornell Cooperative Extension, Onondaga County Department of Water Environment Protection (WEP), and Project Watershed.

CNY RPDB is available to present or table at any appropriate community events within the Syracuse Urbanized area. We will seek out opportunities for regional events, such as Party for the Planet, and are available for local community events at the request of Coalition Members. Tabling materials include informational handouts and displays, interactive children's activities and giveaways that align with our message such as dog waste bags.

2.4 Direct Outreach to Targeted Stakeholder Groups

At this time of writing there are two scheduled presentations: 1) Home Landscaping for Stormwater: Cornell Cooperative Extension Master Gardeners and 2) Municipal Stormwater Roles and Responsibilities: Syracuse Planning Federation. CNY RPDB will seek, and respond to additional opportunities

"The Municipal Stormwater Roles and Responsibilities" presentation will be offered to any Municipal Board or committee upon request.

CNY RPDB will offer presentations or workshops on a range of topics including, but not limited to green infrastructure, BMPs for homeowners or commercial businesses, and specifics of the permit program as requested. Information will be geared to the specific audience which may include, but is not limited to, construction professionals, landscaping professionals, the public, municipal committees, and educators.

Specifically, CNY RPDB will explore planning and facilitating an educational session on landscaping practices that can mitigate Stormwater impacts targeted to homeowners, property managers and/ or professional landscaping companies to take place in the Spring. This will be co-created with partner organizations and would include panelists to discuss alternatives to traditional turf lawn, such as the SUNY ESF Restoration Science Center, Cornell Turf Grass Program, and others.

2.5 MCM 1 Documentation and Reporting

CNY RPDB will document all education, training, and outreach compliance activities conducted on behalf of the Coalition and complete the Minimum Control Measure 1. Public Education and Outreach section of the MS4 annual report in compliance with MS4 annual reporting requirements, and Part 9b semi-annual reporting requirements for MS4s in the Onondaga Lake Watershed, as specified in the most current NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). CNY RPDB will deliver, electronically, the MCM 1 section to participating MS4s to include in their individual annual and semiannual reports following the end of each reporting period.

3. Direct Municipal Assistance

3.1 GP-0-22-002 Permit review and implementation assistance

CNYRPBD will review the finalized permit and provide guidance to members on the updated requirements and strategies to meet them. CNY RPDB will update the Stormwater Management Plan Template to match the conditions of the new permit. CNY RPDB will also update the 2011 Municipal Role Guidebook for redistribution. CNY RPDB will closely review the requirements for MCM 1 and will make the necessary adjustments to the education program and plan to meet the permit requirements upon its effective date.

CNY RPDB will update the 2011 “Stormwater Program Overview for Municipal Officials” and the template Stormwater Management Plan to reflect new permit requirements. These materials will be distributed to Coalition members.

3.2 Municipal Training Opportunities

CNY RPDB will work with other Stormwater Coalitions across the state to offer a Spring Training Series to MS4 operators and others working in stormwater that are eligible for PDH credits.

In addition, CNY RPDB will identify subject experts to present to local MS4 operators on issues including, but not limited to:

- Illicit Discharge Detection and Elimination,
- Municipal Good Housekeeping,
- Preparing for an MS4 Audit, and
- Sediment and Erosion Control with OCSWCD [tentative]

CNY RPDB will coordinate with other Region 7 Stormwater coalitions to provide expanded training opportunities in Central NY.

CNY RPDB will purchase a membership to the Center for Watershed Protection at a cost of \$1000. CNY RPDB will advertise relevant trainings provided through this resource to Coalition members and screen webcasts at the downtown office as appropriate.

CNY RPDB will monitor for outside training opportunities and keep coalition members informed of opportunities presented by the Center for Watershed Protection, local Soil and Water Conservation Districts, State Associations, and other training providers. CNY RPDB will also host screenings of prerecorded trainings regularly throughout the year, to provide opportunities for networking and peer information sharing.

3.3 Online System Map

CNY RPDB will compile new and existing data and information needed to expand the storm sewer system mapping effort. This may include additional field data collection and data post-processing, digitizing existing paper maps, and/or other tasks as needed to advance efforts to build a full, regional system map. CNY RPDB will secure all necessary software and hardware updates, storage credits, and perform ongoing maintenance of the online map platform as needed. CNY RPDB will aid member municipalities to support additional data collection efforts as required by draft GP-0-22-002 upon its effective date.

In 2022, CNY RPDB staff submitted a grant application to the NYS DEC for funding to complete the online system map for CNY Stormwater Coalition members. If this grant funding is awarded, CNY RPDB will utilize these funds to retain a firm to complete the fieldwork and online mapping necessary to create a complete system map, and to work with Coalition members to create a long-term plan for maintaining this geospatial inventory of system features.

3.4 Grant Writing Assistance

CNY RPDB is experienced in preparing and administering State and Federal Grants and is available to assist municipalities in identifying, writing, and administering grants. Most NY State grants are announced in May with applications due at the end of July. Grants for implementing Stormwater management actions include the DEC Water Quality Improvement Program and the Environmental Facilities Corporation Green Innovation Grant Program.

CNY RPDB will assist in identifying, writing, and implementing grant programs that work toward meeting MS4 Permit requirements and preventing stormwater pollution in municipalities as requested. As needed, the CNY RPDB will collaborate with multiple coalition members to develop intermunicipal stormwater projects.

CNY RPDB is also available for letters of support as appropriate.

3.5 Project Prioritization

Over the 2023 program year, CNY RPDB staff will meet with municipal staff to identify and prioritize potential green infrastructure and stormwater mitigation projects that would be strong grant funding opportunities.

PROGRAM FEE

The services described in this proposal will be conducted for a total fee not to exceed \$108,000 (\$3,600 per MS4 operator). To participate in the proposed program, MS4s are required to adopt and return a municipal resolution no later than December 1st, 2022 to CNY RPDB. CNY RPDB will issue a single invoice for the annual scope of work in January of 2023. Full payment will be due to CNY RPDB no later than March 1st.

STATEMENT OF QUALIFICATIONS

CNY RPDB has been active in water resources planning since the 1970s and has coordinated with NYS DEC for over 50 years. Activities have included:

- nonpoint source pollution control,
- outreach/education/training,
- public participation assistance,
- partnership building,
- watershed planning,
- support for county water quality coordinating committees, and
- SPDES Phase II Stormwater Permit assistance.

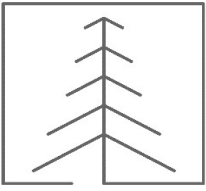
CNY RPDB has taken a leading role in Stormwater management through MS4s with municipal, public and contractor education and training, stormwater mapping assistance, and technical support related to developing required local laws.

CNY RPDB has been responsible for securing and administering grants on behalf of regulated MS4s and led the development of the CNY Stormwater Coalition in 2011. Since then, CNY RPDB has leveraged CNY Stormwater Coalition membership fees to secure over \$900,000 in state funding to support MS4 compliance efforts including mapping and modeling projects. CNY RPDB maintains strong working relationships with the regulated MS4s and is recognized as a valuable and trusted partner in the stormwater management arena.

CNY RPDB serves as the Statewide Water Quality Management Planning Coordinator on behalf the NYS Association of Regional Councils (NYSARC). In this capacity, CNY RPDB serves as an administrative liaison to NYS DEC for various priority water quality initiatives and serves at DEC's invitation on several water quality advisory councils and working groups.

ATTACHMENT A 2022 Member status

Syracuse Urban Area MS4s		2022 Member Status
1	Baldwinsville	Member
2	Camillus, Town	Member
3	Camillus, Village	Member
4	Central Square	Member
5	Cicero	Member
6	Clay	Member
7	DeWitt	Member
8	East Syracuse	Member
9	Fayetteville	Member
10	Geddes	Member
11	Hastings	Member
12	LaFayette	Member
13	Liverpool	Member
14	Lysander	Member
15	Manlius, Town	Member
16	Manlius, Village	Member
17	Marcellus, Town	Member
18	Marcellus, Village	Member
19	Minoa	Member
20	North Syracuse	Member
21	Onondaga County	Member
22	Onondaga, Town	Member
23	Phoenix	Member
24	Pompey	Member
25	Salina	Member
26	Solvay	Member
27	Sullivan	Member
28	Syracuse	Member
29	Van Buren	Member
30	NYS Fairgrounds	Member



Edwards Landscapes

17 Parkwood Dr.
East Syracuse, NY 13057
(315) 663-8855

Billed To

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Date

09/22/23

Proposal**Amount Due**

\$1,200.00

Maria Lenway: (315) 632-7308

Description	Price
Fall Cleanup: Removal of all fallen leaves, debris and litter from all landscape beds and lawn areas. Cut back all flowering perennials. Haul away all leaves, debris and litter.	\$1,200.00

Labor & Materials \$1,200.00
Tax Exempt

Total \$1,200.00

Deposit \$0.00

Amount Due \$1,200.00

Approved: _____

Date: _____

Print Name: _____

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2023-2024 Seasonal Sidewalk Snow Contract

Town of Manlius

301 Brooklea Dr.

Fayetteville, NY 13066

Walkway Snow and Ice Removal

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

Per time rate: \$ 200.00

Acceptance of proposal: _____ Date: _____

MINUTES
TOWN BOARD
September 27, 2023

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 Deer presided, and the following Board members were present:

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

The following Town Officers were present: Tim Frateschi, Attorney for the Town. Ann Oot, Town Manager. Kayandra Blythe, Deputy Town Manager. Jason Cassalia, Police Chief. Tom Poitras, Code Officer.

1. Attendees

In-Person Meeting Attendees: Craig Dudczak, Fayetteville. Cheryl & Mark Matt, Fayetteville. Madelyn Duffy, Baldwinsville. Reem Akkawi, Fayetteville. Heather Hastings, Manlius. Dawn Smalley, Manlius. Nancy Ferrarone, Fayetteville. Jessica & Patrick Gorton, Fayetteville. Frank McCarthy, E. Syracuse. Tony Waddell, Jamesville. Sarah Collins, Manlius. Mike Friend, Manlius. Tom Bassett, Manlius. Dan Kinsella, Fayetteville. Kelly Tormey, Robin & Shani Casper, Manlius. Bridget Devito, Manlius. Vittona Chandler, Syracuse. Brian Buchard, CHA Consulting. Charlie Breuer, Hueber-Breuer. Robert & Catherine Hough, Fayetteville. Jonathan Karp, Cicero. Vittoria Chandler, Syracuse. Giovanna Schiano, N Syracuse. Dan Miller, E. Syracuse. Margaret Mulvey, Fayetteville.

Virtual Meeting Attendees: Donna Smith. Carolyn Grady. Warren Linhart. Charlie Bruer. Mike and Donna Smith. Ingrid Gonzales-McCurdy. Sue Tormey.

2. The Pledge of Allegiance

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

3. 6:33 PM Open Podium

Ingrid Gonzalez-McCurdy thanked town and election officials for their hard work on the special election. Ms. Gonzalez-McCurdy stated that she will be following up with state elected officials to express concern that the law is written in such a way that it can force a special election that the town has to run and asked that the town provide the total cost of the special election.

4. 6:37 PM Statement of Canvass – Town Clerk – September 23 Special Meeting

The Special Election Statement of Canvass has been filed in the Town Clerk's Office and posted on the website. Supervisor Deer gave an update on the Special Election results reporting that 12-13% of the total registered voters voted in the election and the ward system was not adopted. Supervisor Deer stated that the Town will be reaching out to its state representatives to ask for legislative reform surrounding special elections.

5. 6:40 PM Immaculate Conception – Request for SIRO/SPO

Nancy Ferrone, Principal of Immaculate Conception School, and Johnathan Karp, Parent of Students at the Immaculate Conception School, made statements to the Town Board requesting that the Town enter into an agreement with the school to employ a Special Patrol Officer (SPO) to protect the school. The school is willing to pay for 100% of the cost of the officer and has a retired police officer that is ready to serve in that position at the school. Ms. Ferrone and Mr. Karp cited the fact that neighboring municipalities and municipalities in New York State have contracted with and provided SPOs to private schools.

A lengthy discussion ensued regarding the laws and opinions regulating a town's ability to contract with private entities.

Councilor Denton read aloud a statement regarding the request for a SPO at the Immaculate Conception School. Councilor Denton stated that the Town Police Department cannot provide security for private entities, the SIRO / SPO program does cost the taxpayers money and that parents can choose to send their children to private or public schools.

Town Supervisor Deer stated that the town will be compiling examples of potential agreements to send to the Attorney General's Office for opinion.

6. 7:26 PM Public Hearing – Zone Change (R5 to PUD) – Twin Ponds, N Burdick St.

Supervisor Deer discussed the history of this proposal and the purpose of a Planned Unit Development (PUD).

PART II – Short Environmental Assessment Form

Attorney Frateschi discussed the SEQR process for a PUD and how it would differ from the SEQR process for a zone change.

Attorney Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board discussed the PUD and answered the 18 questions on Part II as follows:

- 1) Impact on Land – Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.
- 2) Impact of Geological Features - Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.
- 3) Impacts on Surface Water - Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.

- 4) Impacts on Groundwater - Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.
- 5) Impact on Flooding – Yes. The town considered a letter from the engineer stating that water management is possible on the property without causing flooding.
- 6) Impact on Air – No
- 7) Impact on Plants and Animals - Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.
- 8) Impact on Agricultural Resources – No.
- 9) Impact on Aesthetic Resources – No.
- 10) Impact on Historic and Archeological Resources – No.
- 11) Impact on Open Space and Recreation – No.
- 12) Impact on Critical Environmental area – No.
- 13) Impact on Transportation - Yes. The engineering on the site will be completed during the Site Plan process at the Planning Board. The Planning Board will review the details of engineering including environmental impact during that process.
- 14) Impact on Energy – No.
- 15) Impact on Noise, Odor, and Light – No.
- 16) Impact on Human Health – No.
- 17) Consistency with Community Plan – No.
- 18) Consistency with Community Character – No.

Attorney Frateschi stated that the SEQRA determination will be made at a future meeting.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to declare the Town lead agency in the matter of the zone change (R-5 to PUD) and adoption of a District Plan for Twin Ponds Project – N. Burdick St.

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

Nays: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Italiano, to waive the reading of the public notice in the matter of the zone change (R-5 to PUD) and adoption of a District Plan for Twin Ponds Project – N. Burdick St.

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

Nays: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to open the public hearing at 7:51 PM in the matter of the zone change (R-5 to PUD) and adoption of a District Plan for Twin Ponds Project – N. Burdick St.

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

Nayes: 0

All in Favor.

Motion Carries.

Margaret Mulvey, Fayetteville, stated that she attended this meeting to learn more about how the Town handles PUDs. Ms. Mulvey stated that the Town refers to the Comprehensive Plan but the final plan is not on the website. Ms. Mulvey asked when the Town will start implementing action items within the plan? Ms. Mulvey asked the Town to take these proposals seriously.

Discussion ensued regarding the development of the proposed PUD, the role of the Planning Board in the PUD process and how the proposed PUD relates to the Comprehensive Plan.

Kathy Howe, Manlius, stated that she attended the Planning Board meeting and this Town Board meeting. Ms. Howe stated that at both of the meetings it was not clear what the actual proposal is and asked the Town to provide more information on the actual proposal. Ms. Howe asked for sidewalk and bicycle accessibility to be included in the proposal.

Discussion ensued regarding the previous applications on this process and how a PUD is different from a zone change. The board further discussed the Planning Board's role in the PUD / Site Plan approval process.

Tom Basset, Manlius, spoke in favor of the proposed PUD. Mr. Basset discusses the reasons why he believes the proposed PUD is favorable for the town and stated that the utilization of that property seems ideal.

7. 8:10 PM Town of Manlius Police Bike Patrol Presentation

Officer Tyrel and Seargent Lesperance gave a presentation on the Town of Manlius Police Department Bike Patrol.

8. 8:36 PM 2024 Tentative Budget Presentation and Adoption

Supervisor Deer presented the 2024 Tentative Budget to the Town Clerk.

Councilor Bollinger made a motion, seconded by Councilor Denton, to accept the 2024 Tentative Budget as presented by the Town Supervisor.

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

Nayes: 0

All in Favor.

Motion Carries.

9. 8:38 PM Set Date – Public Hearing Fayetteville Fire Contract 2024 – October 18, 2023

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to set a date for public hearing on October 18, 2023, at 6:35 PM in the matter of the 2024 Fayetteville Fire Contract.

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

Nayes: 0

All in Favor.

Motion Carries.

10. 8:38 PM Set Date – Public Hearing – Manlius Fire Contract 2024 – October 18, 2023

Councilor Kriesel made a motion, seconded by Councilor Denton, to set a date for public hearing on October 18, 2023, at 6:35 PM in the matter of the 2024 Manlius Fire Contract.

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

Nayes: 0 All in Favor. Motion Carries.

11. 8:38 PM Set Date – Public Hearing – Minoa Fire Contract 2024 – October 18, 2023

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to set a date for public hearing on October 18, 2023, at 6:35 PM in the matter of the 2024 Minoa Fire Contract.

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

Nayes: 0 All in Favor. Motion Carries.

12. 8:38 PM Unsafe Building – 6602 Fremont Road (tax map # 045.-02-06.0)

Tom Poitras, Code Officer, gave a brief presentation on the history of the unsafe building located at 6602 Fremont Rd., E Syracuse. The Town Board discussed the unsafe building proceeding process.

Councilor Kriesel made a motion, seconded by Councilor Bollinger, to adopt the resolution authorizing the adoption of the code enforcement officers report and setting a date for a public hearing on November 15, 2023, at 6:35 pm in the matter of the unsafe buildings proceedings for the property located 6602 Fremont Rd. (tax map # 045.-02-06.0).

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

Nayes: 0 All in Favor. Motion Carries.

13. 8:45 PM Public Hearing – Local Law Overriding Property Tax Cap

Councilor Denton made a motion, seconded by Councilor Bollinger, to waive the reading of the public notice in the matter of the proposed local law 2023-10 Overriding property tax cap for 2024.

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 Italiano, to open the public hearing at 8:46 PM in the matter of the proposed Local Law 2023-10 Overriding property tax cap for 2024.

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

Nayes: 0

All in Favor.

Motion Carries.

With there being no comments from the public, Councilor Kriesel made a motion, seconded by Councilor Italiano, to close the public hearing at 8:47 PM in the matter of proposed Local Law 2023-10 Overriding the property tax cap for 2024.

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 Kriesel, to adopt the proposed Local Law 2023-10 Overriding the Property Tax Cap in the Town of Manlius for fiscal year 2024.

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

Nayes: 0

All in Favor.

Motion Carries.

Local Law 2023-10 was adopted with 60% Town Board approval.

14. 8:48 PM Request Speed Limit Reduction

Supervisor Deer stated he received a letter from Alan Naples requesting a speed reduction on Wheeler Ave, Meadow Drive and Old East Dyke Way.

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to authorize the Town Clerk to submit a TE-9 for a speed study of Wheeler Ave, Meadow Drive and Old East Dyke Way.

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

Nayes: 0

All in Favor.

Motion Carries.

15. 8:51 PM Standard Workday Resolution

Councilor Italiano made a motion, seconded by Councilor Denton, to approve the 2023 Standard Workday Resolution as presented.

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

Nayes: 0

All in Favor.

Motion Carries.

16. 8:52 PM M&T/Wilmington Trust Purchase of Treasury Bill

Councilor Bollinger made a motion, seconded by Councilor Italiano, to authorize the purchase of a six-month treasury bill in the amount of \$2,000,000.00 at a rate of 5.42% with M&T / Wilmington Trust.

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

Nayes: 0

All in Favor.

Motion Carries.

17. 8:53 PM Councilor Nicholson – Deer Committee Update

Councilor Nicholson gave an update on the Deer Committee.

18. 8:56 PM Approval of Minutes – September 6, 2023 & September 13, 2023

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to approve the minutes for September 6, 2023, as presented by Town Clerk Weber.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the minutes for September 13, 2023, as presented by Town Clerk Weber.

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

Abstain: Councilor Nicholson.

Motion Carries.

19. 8:58 PM Don Macpherson Enterprises LLC Contract

Councilor Kriesel made a motion, seconded by Councilor Nicholson, to approve the scope of services letter dated September 26, 2023, with Don Macpherson Enterprises LLC for training services for the Town of Manlius Police Department.

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

Nayes: 0

All in Favor.

Motion Carries.

20. 8:59 PM Approval of Abstract # 18

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract # 18 in the amount of \$341,129.16 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 18 - 2023		
CODE	FUND	TOTALS

A	General Fund Townwide	\$61,469.16
B	General Fund Part Town	\$17,356.75
DB	Highway Fund Part Town	\$176.95
SR1	Trash	\$205,581.50
SR2	Brush	\$25,187.50
SW2	Manlius Con Water District	\$28,904.45
SW3	Skyridge Water District	\$221.00
TA2	Trust & Agency - Other	\$1,969.00
W80	Schepp Water District	\$224.62
W90	Watervale Water District	\$38.69
Total		\$341,129.16

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

Nays: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to approve Abstract # 18A in the amount of \$1,558.90 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 18A - 2023		
CODE	FUND	TOTALS
A	Elections-Contractual Services	\$1,558.90

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

Nays: 0 All in Favor. Motion Carries.

21. Adjournment

By motion made by Councilor Kriesel and seconded by Councilor Italiano, the Board voted unanimously to adjourn the regular session at 8:59 PM.

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

Nays: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	2,113.58
A00-1620	Buildings	18,255.77
A00-1640	Central Garage	2,448.45
A00-9050	Employee Benefits-Other	55.03
A00-9061	Employee Benefits	1,450.00

A00 TOTAL	General Fund Townwide	24,322.83
B00-3620	Codes Enforcement	741.00
B00-8020	Planning	1,294.76

B00 TOTAL	General Fund Part Town	2,035.76
SR1-8160	Refuse	205,581.50

SR1 TOTAL	Manlius Res Trash Dist	205,581.50

PM	DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER	PAGE: 12
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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
SR2-8160	Refuse	25,187.50

SR2 TOTAL	Manlius Res Brush Dist	25,187.50
TA2	NON-DEPARTMENTAL	1,253.00

TA2 TOTAL	Trust & Agency - Other	1,253.00

** TOTAL **		258,380.59

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	450.00
A00-1110	Justices	20.99
A00-1220	Supervisor	72.52
A00-1330	Receiver of Taxes	77.26
A00-1355	Assessors	11.58
A00-1410	Town Clerk	191.58
A00-1450	Elections	2,871.41
A00-1620	Buildings	778.99
A00-1670	Central Printing	2,580.42
A00-3120	Police	8,726.26
A00-3310	Traffic Control	196.37
A00-5132	Garage	603.26
A00-7310	Recreation	1,105.66

A00 TOTAL	General Fund Townwide	17,686.30
B00-3620	Codes Enforcement	46.33

B00 TOTAL	General Fund Part Town	46.33
CM1-3120	Police	5,990.00

CM1 TOTAL	Police Special Revenue	5,990.00
CM3	NON-DEPARTMENTAL	438.91

CM3 TOTAL	Sustainable Manlius	438.91

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
DA0-5130	Machinery	2,344.57
DA0-5140	Brush & Weeds	1,395.42
DA0-5142	Snow Removal	5,193.79

DA0 TOTAL	Highway Fund Townwide	8,933.78
DB0-5110	General Repairs	63,455.40

DB0 TOTAL	Highway -Part Town	63,455.40
SW3-8310	Water Administration	3,420.00

SW3 TOTAL	Skyridge Water District	3,420.00

** TOTAL **		99,970.72

NO ERRORS

** END OF REPORT **