

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Marnell, Councilor Giordano, Councilor Green

Nayes: 0 All in Favor. Motion Carries.

Approval of Abstract # 20

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 20 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 20- 2016	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 27,256.83
B	General Fund Town	\$ 153.85
CM1	Police Trust	\$ 12,696.65
DA	Highway Fund Townwide	\$ 14,479.13
DB	Highway Fund Town	\$ 1,924.93
SR1	Manlius Trash District	\$ 88,192.74
SR2	Manlius Res Brush District	\$ 11,048.33
SS1	Manlius Con Sewer District	\$ 199.09
TA2	Trust & Agency - Other	\$ 15,990.00

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Marnell, Councilor Giordano, Councilor Green

Nayes: 0 All in Favor. Motion Carries.

Public Hearing – Fayetteville Fire Protection Contract 2017

Councilor Marzola reviewed the 2016-2017 fire and EMS budget for the Fayetteville Fire Department. Councilor Marzola stated that the overall budget decreased by 2.95% and the Town’s share of the total budget is \$1,415,050.

Chief Hildreth stated that the number of ambulance calls in 2016 are down and will be reflected in the current revenue for the next budget review.

Councilor Marnell made a motion, seconded by Councilor Rossetti, to waive the reading of the public notice for the public hearing on the 2017 Fayetteville Fire Contract.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries.

Councilor Giordano made a motion, seconded by Councilor Green, to open the public hearing at 7:18 PM for the 2017 Fayetteville Fire Contract.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries.

There being no comment from the public, Councilor Marnell made a motion, seconded by Councilor Rossetti, close the public hearing at 7:19 PM for the 2017 Fayetteville Fire Contract.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries.

Councilor Marnell made a motion, seconded by Councilor Green, to approve the 2017 Fayetteville Fire Contract as prepared by the Attorney for the Town and authorize the Supervisor to sign the contract.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

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 a contract be executed on behalf of the Town Board by the

members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

AGREEMENT

THIS AGREEMENT, made this 26th day of October 2016, 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 of Fayetteville maintains a Volunteer Fire Department under the supervision of the Village Board of the Village of Fayetteville (“Village Board”); and

WHEREAS, there has heretofore been duly established in the Town of Manlius a Fire Protection District known as “FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS” (hereinafter designated the “District”), embracing territory in the Town surrounding the 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 (“Town Board”) adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on October 28, 2015, the Town Board duly authorized a Contract with the Village upon the terms and provisions herein set forth; and

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

WHEREAS, the Fire Department of the Village, the Fayetteville Volunteer Fire Company, and the Emergency Rescue and First Aid Squad of said Fire Department and Company has heretofore duly consented to the furnishing of emergency ambulance service and to the execution of this Contract;

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) That said Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in the 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 of the Village shall provide emergency ambulance service 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 apparatus of said Village in answering, attending upon, or returning from a call for assistance in the said District whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. The Town shall pay to the Village the sum of \$1,415,050 to be levied and assessed against the real property in said District liable to assessment for such purpose, and the Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its 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.

4. 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 Town, Village or District may be liable, by reason of operations within the limits of said District or Volunteer Fire Departments, whether the Department of the Village, or otherwise, or imposed by law upon the District or upon the Town by reason thereof, and in the event that the Village shall be unable to secure such policy or policies of insurance insuring the Town, Village and District against liabilities hereinabove set forth in the same policy or policies, then, and in that event, the Village shall secure, at its own expense, such a policy or policies of insurance as will insure the Town or District against those liabilities and shall deliver to the Town satisfactory evidence of the issuance thereof, and the Village shall keep all insurance required hereunder in full force and effect during the term of this Agreement. The limits of liability for coverages furnished by the Village to the Town and District pursuant to this paragraph shall be acceptable to the Town.

5. The Village shall hold the Town harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection to the District during the term of this Agreement.

6. All moneys to be paid under this Agreement shall be a charge upon the District to be assessed and levied upon the taxable property of the District liable to taxation for such purposes and to be collected with the Town taxes.

7. Members of the Volunteer Fire Department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, 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 2017, commencing January 1, 2017 and remaining in effect through December 31, 2017.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 26th day of October, 2016.

ATTEST

TOWN OF MANLIUS

Town Clerk

By: _____
Supervisor

ATTEST

VILLAGE OF FAYETTEVILLE

Village Clerk

By: _____
Mayor

**FAYETTEVILLE FIRE
PROTECTION DISTRICT**

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 26th day of October, 2016; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 26th day of October, 2016.

DATED: October 26, 2016
Fayetteville, New York

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

7:15PM - Public Hearing – Manlius Fire Protection Contract 2017

Councilor Marzola reviewed the 2016-2017 fire and EMS budget for the Manlius Fire Department. Councilor Marzola stated that the overall budget decreased by 6.97% and the Town's share of the total budget is \$952,620.

Village Clerk Dygert gave an update on the financing for the construction of the new fire station. Village Clerk Dygert stated that the Village has spent less than originally borrowed and the Village hopes to sell the current fire stations to help offset the construction costs.

Conversation ensued regarding the construction of the new fire station. Mayor Whorral stated that the construction of the new fire station is going well and is on schedule.

Councilor Giordano made a motion, seconded by Councilor Rossetti, to waive the reading of the public notice for the 2017 Manlius Fire Contract public hearing.

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

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 28, 2016, called a Public Hearing on October 26th, 2016 at 7:15 p.m., at the Town of Manlius Town Hall, located at 301 Brooklea Drive in the Village of Fayetteville, New York, 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 Fire Protection District 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 a contract be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

AGREEMENT

THIS AGREEMENT, made this 26th day of October 2016, 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 (Fire Department) and an emergency ambulance/EMS service (Ambulance Service), each comprised of volunteer and paid personnel under the supervision of the Board of Trustees (“Village Board”) of the Village; and

WHEREAS, the Manlius Fire Company has heretofore duly consented to the furnishing of fire protection services and this Agreement, and

WHEREAS, the Ambulance Service has heretofore duly consented to the furnishing of emergency ambulance/EMS service and this Agreement; and

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

WHEREAS, following a Public Hearing duly called and held on October 28th,

2015, 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/EMS 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 the said District, and when notified of a fire within the District, such 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 at all times during the period of this Agreement provide, as needed, emergency ambulance/EMS service within the district as 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 ambulance apparatus of the Village in answering, attending upon, or returning from a call for assistance in the 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, 2017, the Town shall pay to the Village a total sum of \$952,620.43 to be levied and assessed against the real property in the District liable to assessment for such purpose, and the Village hereby agrees to accept the said sums in full payment for furnishing aid and the use of its 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 herein set forth.

4. The Town acknowledges and consents that the Village shall charge fees to persons using the Ambulance Service within the District under this Agreement in accordance with the fee schedule attached hereto as Exhibit "1", which schedule may be modified by the Village from time to time.

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 shall exercise its best efforts to obtain Commercial General Liability Insurance and an Umbrella Liability Contract or Contracts with contractual coverage for the benefit of the District and Town in the aggregate amount of \$3,500,000.00, and will furnish certificates of insurance to the Town and District showing the aggregate coverage obtained. It is understood by the parties hereto that if despite the best efforts of the Village, the aggregate coverage actually obtained is less than \$3,500,000.00, it is agreed by the Town that such lesser coverage shall be acceptable upon adequate showing by the Village of the coverage actually obtained and the inability of obtaining coverage in the amount of \$3,500,000.00.

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/EMS service to the said District during the term of this Agreement up to a monetary limit of \$3,500,000.00 or such other monetary limit, as is equal to the maximum monetary limits of such Commercial General Liability insurance and the Umbrella Liability Contract(s) as the Village, exercising its best efforts, is able to secure pursuant to paragraph 5. It is agreed and understood by the parties hereto, however, that \$3,500,000.00 or such other policy limits as the Village may be able to obtain 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. All moneys to be paid under this Agreement shall be a charge upon the District to be assessed and levied upon the taxable property of the District liable to taxation for such purposes and to be collected with the Town taxes.

8. 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 of Manlius, New York.

9. This Agreement shall be for the calendar year 2017, commencing January 1, 2017 and remaining in effect through December 31, 2017.

10. Notwithstanding anything to the contrary contained herein, upon at least 90 days prior written notice to the Town, the Village reserves the right to discontinue the Ambulance Service, in which case all amounts paid or owing hereunder by the Town for Ambulance Service shall be prorated to the date such service is discontinued, and the parties shall thereupon promptly arrange for any appropriate payments, refunds and/or credits which may be consequent thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 26th day of October 2016.

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/EMS SERVICE

By: _____
Administrative Assistant

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 26th day of October, 2016; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 26th day of October, 2016.

DATED: October 26th, 2016
Fayetteville, New York

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

Edmond J. Theobald	Supervisor
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Vincent Giordano	Councilor

John R. Loeffler	Councilor
Richard Rossetti	Councilor
Karen Green	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 28, 2016, called a Public Hearing on October 26th, 2016 at 7:20 p.m., at the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, New York, to consider the proposition of contracting with the Village of Minoa, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Fire Protection District 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 a contract be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

AGREEMENT

THIS AGREEMENT, made this 26th day of October, 2016 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 (known as "Minoa Ambulance") and a Volunteer Fire Department, each under the supervision of the Village Board of the Village of Minoa ("Village Board"); and

WHEREAS, there has heretofore been duly established in the Town of Manlius a Fire Protection District known as "MINOA FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS", embracing territory in the Town surrounding the said Village, which such territory is more fully described in a survey prepared by O'Brien and Gere, L.S., and dated August, 1971, which survey is available for inspection at the Office of the Town Clerk;

WHEREAS, following a Public Hearing duly called and held on October 26th, 2016, the Town Board of the Town of Manlius duly authorized a Contract with the Village upon the terms and provisions herein set forth; and

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

WHEREAS, the Fire Department of the Village, and the Village on behalf of Minoa Ambulance have duly consented to the furnishing of fire protection and emergency

ambulance service and this Contract;

NOW, THEREFORE, in consideration of the payment herein agreed to be paid by the Town to the Village and the Minoa Fire Department, 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 Minoa Fire Protection District (hereinafter designated the "District") during the term of this Agreement in the manner following, to wit:

(a) That the Village Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in the District, and when notified of a fire within the District, such 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 Village shall provide emergency ambulance service in case of accidents, calamities or other emergencies, through an ambulance service operated by the Village directly or, at the sole discretion of the Village, by the emergency rescue and first aid squad of the fire department of the Village, or in any other manner permitted by law.

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

3. The Town shall pay a total of \$859,223 as follows: by paying the sum of \$818,123 to the Village on or before February 1, 2017; and by paying the sum of \$41,100 directly to the Minoa Fire Department, Inc., on or before February 1, 2017, pursuant to Section 209-d of the General Municipal Law, such total sum to be levied and assessed against the real property in said District liable to assessment for such purpose, and the Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its 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 above set forth.

4. 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, volunteer firemen, or injury to, or death of, any other person, or of damage to property for which, under the law, either the Town, Village or District may be liable, by reason of operations within the limits of said District or Volunteer Fire Department, or imposed by law upon the District or upon the Town by reason thereof, and in the event that the Village shall be unable to secure such policy or policies of insurance insuring the Town, Village and District against liabilities hereinabove set forth in the same policy or policies, then, and in that event, the Village shall secure, at its own expense, such a policy or policies of insurance as will insure the Town or District against those liabilities and shall deliver to the Town satisfactory evidence of the issuance thereof, and the Village shall keep all insurance required hereunder in full force and effect during the term of this Agreement. The limits of liability for coverages furnished by the Village to the Town and District pursuant to this paragraph shall be acceptable to the Town.

5. The Village shall hold the Town harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection to the District during the term of this Agreement.

6. All moneys to be paid under this Agreement shall be a charge upon the District to be assessed and levied upon the taxable property of the District liable to taxation

for such purposes and to be collected with the Town taxes.

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

8. This Agreement shall be for the calendar year 2017 commencing January 1, 2017 and remaining in effect through December 31, 2017.

9. Notwithstanding anything else provided in this Agreement, the Village shall have the right to charge fees and/or charges to the persons receiving emergency ambulance service without in any way diminishing the compensation the Village is to receive from the Town under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 26th day of October, 2016.

ATTEST:

TOWN OF MANLIUS

Town Clerk

By: _____
Supervisor

ATTEST:

VILLAGE OF MINOA

Village Clerk

By: _____
Mayor

MINOA FIRE DEPARTMENT, INC.

By: _____
Fire Chief

By: _____
President

; and be it further

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

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a meeting of the Board duly called and held on the 26th day of October, 2016; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 26th day of October 2016.

Councilor Rossetti stated that the maximum lot coverage for a solar array installation is 50%.

Councilor Marnell made a motion, seconded by Councilor Giordano to close the public hearing at 8:11 PM on Local Law 2016-8 Amending Chapter 155 of the Code of the Town of Manlius to amend the Special Regulations for the Regulation of Solar Photovoltaic Systems.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries.

Councilor Loeffler made a motion, seconded by Councilor Marzola to adopt Local Law 2016-8 Amending Chapter 155 of the Code of the Town of Manlius to amend the Special Regulations for the Regulation of Solar Photovoltaic Systems as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries

IN THE MATTER Of Local Law 2016-8 Amending Chapter 155 of the Code of the Town of Manlius to amend Article IV entitled the Special Regulations	RESOLUTION ENACTING LOCAL LAW
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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, on the 26th day of October, 2016, at 7:00 p.m.

The meeting was called to order by Edmond J. Theobald, Supervisor, and the following were present, namely:

Edmond J. Theobald	Supervisor
Karen Green	Councilor
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Richard Rossetti	Councilor
Vincent Giordano	Councilor
John R. Loeffler	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, a Local Law has been introduced before the Board, to wit:

Local Law 2016-8, entitled “A LOCAL LAW AMENDING CHAPTER 155,

ARTICLE IV “SPECIAL REGULATIONS” OF THE CODE OF THE TOWN OF

MANLIUS,” the text of which is as follows:

LOCAL LAW 2016-8, A LOCAL LAW AMENDING CHAPTER 155, ARTICLE IV “SPECIAL REGULATIONS” OF THE CODE OF THE TOWN OF MANLIUS:

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

Section 1. That Chapter 155, Article IV, entitled “Special Regulations” of the Code of the Town of Manlius, as amended, is further amended to add the following new section 155-27.2 as follows:

§ 155-27.2 Solar Photovoltaic Energy Systems.

Intent and Purpose

The Town of Manlius, through these regulations, seeks to promote the safe, effective and efficient use of Solar Photovoltaic Energy Systems that reduce on-site and off-site consumption of utility-supplied energy while protecting the health, safety and welfare of adjacent and surrounding land uses and properties. The Town of Manlius recognizes that solar energy is an abundant, renewable, nonpolluting energy resource and that its conversion to electric energy will reduce our dependence on nonrenewable energy resources and decrease the air and water pollution that results from the use of conventional energy sources. It is therefore the intent and purpose of these regulations to balance the encouragement of this renewable resource with any impacts such use may have on health, welfare and safety to the community and preserving and protecting the aesthetic qualities of the Town of Manlius.

Definitions

The definitions set forth in this section are meant to be applicable to solar photovoltaic energy systems. Nothing contained herein is meant to change the definitions of other sections of Chapter 155 of the Manlius Code.

Accessory Structure: A structure, the use of which is customarily incidental and subordinate to that of the principal building, and is located on the same lot or premises as the principal building.

Accessory Use: A use which is clearly incidental to a principal structure or use, and is located on the same lot with the principal structure or use, is an accessory use. All accessory uses are subject to the restrictions in this section.

Array: Any number of electrically connected photovoltaic (PV) modules providing a single electrical output.

Building-Integrated System (BIS): A solar photovoltaic energy system that is constructed as an integral part of a principal or accessory building or structure and where the building-integrated system features maintain a uniform profile or surface of vertical walls, window openings and roofing. Such a system is used in lieu of a separate mechanical device, replacing or substituting for an architectural or structural component of the building or structure that appends or interrupts the uniform surfaces of walls, window openings and roofing. A building-integrated system may occur within vertical facades, replacing view glass, spandrel glass or other façade material; into semitransparent skylight systems; into roofing systems, replacing traditional roofing materials; or other building or structure envelope systems.

Drip line: The outermost edge of a roof including eaves, overhangs and gutters.

Ground-Mounted System (GMS): A solar photovoltaic energy system mounted on a structure, pole or series of poles constructed specifically to support the solar photovoltaic energy system and not attached to any other structure.

Interconnection: The technical and practical link between the solar photovoltaic energy system and the grid providing electricity to the greater community.

Kilowatt (kW): A unit of electrical power equal to 1,000 watts, which is a metric measurement of instantaneous power (not energy).

Large Solar Photovoltaic Energy System (LSES): A solar photovoltaic energy system with a rated capacity larger than 200kW. An LSES is considered an accessory use of the property, if the principal purpose is: (i) to provide electrical power to be consumed onsite and for sale to the general power grid or (ii) to provide electrical power to be consumed onsite and to be sold to other power customers through a power purchase agreement. An LSES is not considered an accessory use if the principal purpose is to provide electrical power for offsite consumption.

Medium Solar Photovoltaic Energy System: A solar photovoltaic energy system with a rated power generation greater than 25kW and up to and including 200kW. It may be roof or ground-mounted, providing power for the property and/or additional offsite buildings or customers.

Megawatt (kW): A unit of electrical power equal to 1,000,000 watts, which is a metric measurement of instantaneous power (not energy).

Net Metering Agreement: An agreement with a local electric utility company that allows customers to receive a credit for surplus electricity generated by certain renewable energy systems.

Photovoltaic (PV): A semiconductor-based device that converts light directly into electricity.

Principal Use: The primary or main use of land, building or structure, as distinguished from an accessory use, building or structure.

Qualified Solar Installer: A person who has skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. Persons who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research and Development Authority (NYSERDA), or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), shall be deemed to be qualified solar installers for the purposes of this definition. Persons who are not on NYSEERDA's list of eligible installers or NABCEP's list of certified installers may be deemed to be qualified solar installers if the Town of Manlius determines such persons have had adequate training to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the installation safely. Such training shall include, but not be limited to, the proper use of special precautionary techniques and personal protective equipment, as well as the skills and techniques necessary to distinguish exposed energized parts from other parts of electrical equipment and to determine the nominal voltage of exposed live parts.

Rated Solar Energy System Capacity: Aggregate sum of the AC kW ratings of all of the inverters in the system.

Roof Mounted System (RMS): A solar photovoltaic energy system in which solar panels are mounted on top of the structure of a roof either as a flush-mounted system or as modules fixed to frames which can be tilted toward the south at an optimal angle.

Small Solar Photovoltaic Energy System (SSES): A solar photovoltaic energy system with a rated capacity up to and including 25kW. It may be roof or ground-mounted, and serve any residential, commercial, agricultural, institutional, or industrial building to which it is attached. The electrical power may also be supplied to accessory structures or for the supply of energy for other uses on the same parcel.

Solar based Architectural Element: A structural/architectural element that provides protection from weather that includes awnings, canopies, porches or sunshades and that is constructed with the primary covering consisting of solar photovoltaic cells and may, or may not, include additional solar photovoltaic related equipment.

Solar Photovoltaic (PV) Related Equipment: Various items related to photovoltaic installations, including solar photovoltaic cells, modules, panels or arrays, cables, inverters, panelboards, disconnect switches, mounting brackets, framing and foundations used for or intended to be used for collection of solar photovoltaic energy.

Solar Photovoltaic Energy System (PVS): A power generation system that utilizes cells that convert solar radiation directly to piezoelectric power.

PVS's do not include inverterless systems with photovoltaic modules that cover less than 6 square feet in area (such systems may be furnished with solar powered lights for example or other small solar powered devices). This does not apply to non-interconnected systems under 100w.

Solar Tracking System: A PVS that is mounted in a way to track the movement of the sun across the sky to maximize energy production, either with a single-axis or dual-axis mechanism.

Unregulated Yard Area: Area not within a building and not in a defined setback or yard area.

Applicability

This Local Law applies to all roof-mounted and/or ground-mounted PVS's installed and constructed after the effective date of the Local Law. Any building mounted photovoltaic systems mounted on any vertical side of a structure are not allowed within the Town except for BIS's. In addition, it does not apply to other types of systems that convert solar energy, including Concentrated Solar Power Systems and Hot Water Systems.

After the effective date of these regulations, any upgrade, modification or structural change that materially alters the size or placement of a PVS's constructed prior to the effective date of these regulations, shall comply with the provisions of this Local Law.

Permitted Locations

No PVS or device shall be installed or operated in the Town of Manlius except in compliance with this Section, State and local laws and, if applicable, in compliance with NYSEDA, New York State PSC and the local utility company.

Small and Medium GMS's – Accessory Use

- b.** Small and Medium GMS's are permitted based on the requirements for accessory structures in the property's zoning district subject to the following conditions:
 - i. Building permits are required for the installation of all GMS's
 - ii. The location of the GMS must meet all applicable setback requirements for accessory structures in the zoning district in which it is located.
 - iii. GMS's shall be screened through the use of architectural features, earth berms, landscaping or other means. This screening should harmonize with the character of the property and the surrounding area and minimize the view of the solar energy system from a public right of way and from neighboring properties.
 - iv. Proper security of the site for GMS's is required. This can be accomplished with a security fence, or by other means proposed by the applicant as part of an overall security plan to be accepted by the Town Board.

- v. The minimum distance between the ground and any part of the solar panel must be at least two (2) feet.
- vi. It is required that solar panels shall not exceed a total height of twenty (20) feet measured from the ground to the top of the highest point of the panel.
- vii. Small GMS's shall not be allowed as a principal use.

Building-Integrated Solar Energy Systems

BIS's, as defined by this Local Law, are not considered an accessory use and are not subject to the requirements of this Local Law, but are subject to other building, electrical, and safety codes.

Ground Mounted Systems as Principle Use

- a. Medium and Large GMS's are permitted as primary structures in the Town of Manlius, subject to the following conditions:
 - i. These solar systems are subject to all zoning restrictions in allowed zoning districts.
 - ii. These solar systems are only allowed on parcels that would provide at least 50 ft. setbacks, or more, as determined by the Planning Board while conforming to all other site restrictions.
 - iii. These solar systems are subject to the issuance of a special use permit by the Town Board, pursuant to § 155-27 of the Town Code and upon site plan approval by the Planning Board pursuant to § 155-28 of the Town Code.
- b. In addition to the criteria established pursuant to § 155-27, the following criteria are hereby established for purposes of the Town Board granting a special use permit for these solar systems under this chapter:
 - i. **Noninterference.** These solar systems shall not be installed in any location along the major axis of an existing microwave communications operation where the solar system operation, or similar solar system operations have been demonstrated to produce an electromagnetic interference in the existing microwave communications operation, unless such interference can be mitigated.
 - ii. **Proximity to radio, television and telephone systems.** These solar systems shall not be installed in any location where the solar system operation, or similar solar systems operations have been demonstrated interfere with existing fixed broadcast, retransmission, or reception antennae for radio, television or wireless phone, unless such interference can be mitigated.
 - iii. **View sheds and Screening.** GMS's shall be installed in a location and position that would minimize visibility from neighboring properties. A screening plan, to be reviewed and accepted by the appropriate Board, shall be required as part of the site plan review or special use permit review. For purposes of this section, consideration shall be given to any relevant portions of the current, amended and/or future officially recognized Town Code. In addition, adequate measures shall be taken to screen through landscaping, grading or other means to reasonably mitigate the view of the solar panels and other equipment of the solar systems from roadways and neighboring residential properties.
 - iv. **Fencing and Security.** Proper security of the site for Large and Medium GMS's is required. This can be accomplished with a security fence, or by other means proposed by the applicant as part of an overall security plan to be accepted by the Town Board.

- v. **FAA requirements.** If the proposed site is near an airport, seaplane base, or established flight zone, such solar system must meet all Federal Aviation Administration requirements.
- vi. **Ground clearance.** The minimum distance between the ground and any part of the solar panel must be at least two (2) feet. If the array can rotate and/or change pitch, this is the minimum with the array extended at its maximum pitch.
- vii. **Emergency shutdown/safety.** The applicant shall post an emergency telephone number so that the appropriate entities may be contacted should any portion of the solar system need immediate repair or attention. This telephone number should be clearly visible on signs located on the security fence, placed periodically around the perimeter.
- viii. **Lightning protection.** All solar systems shall have adequate lightning protection via internal lightning arrestors, surge protectors or adequate grounding.
- ix. **Ownership.** Ownership of the property shall be clearly established by the Applicant and if the Applicant is not the owner, the Applicant shall provide proof that the owner agrees to submit to the regulations set forth herein.
- x. **Utility Notification and Approval.** No solar system shall be constructed until evidence has been given to the Town Board that the utility company that operates the electrical grid where the installation is to be located has been informed of the construction of the solar system and has agreed to an interconnection.
- xi. **Lighting.** No solar system, under this provision, shall be continually artificially lighted. Lighting shall be limited to lights as needed by Solar Array personnel while present at the site. Lighting to be arranged and angled to not spill onto adjacent properties.
- xii. **Access road.** To the greatest extent possible, existing roadways shall be used for access to the site and its improvements. In the case of constructing any roadways necessary to access the solar energy systems, they shall be constructed in a way that allows for the passage of emergency vehicles in the event of an emergency.
- xiii. **Property Operation and Maintenance Plan.** The applicant shall submit a Property Operation and Maintenance Plan.
- xiv. **Notice of Decommissioning.** The applicant shall also submit to the Town Board (with a copy to the Planning Board) a letter of intent committing the owner, and its successors-in-interest, to notify the Building Inspector within 30 days of the discontinuance of the use of the solar system. This letter of intent shall be filed with the Office of Planning and Development prior to the issuance of a building permit.

Should the Solar System be non-operational for a continuous period of 6 months or greater, the owner shall submit a letter to the Office of Planning and Development indicating when it is expected to resume operations or whether the decommissioning of the site, in accordance with the DRP, shall commence. If the owner plans to continue operations, it shall have up to 6 months more to begin operations. If operations do not commence within said 6 months, decommissioning of the site, in accordance with the DRP shall immediately commence.

- xv. **Decommissioning and Removal Plan.** The applicant shall submit a Decommissioning and Removal Plan (DRP) to the Town Board. The DRP shall include specific plans on how the owner plans to remove the obsolete or unused

solar panel arrays and accessory structures and return the property to a state acceptable to the Town within a specific time period after the cessation of operations. This plan shall be approved by the Town Board and prior to the granting of the special use permit.

Failure to conform to the DRP, in the time period provided, shall be a violation of this Section and the cost to complete the plan shall be placed as a lien on the property owner's tax bill.

- xvi. **Reclamation Bond.** A reclamation bond, for a term and in an amount to be determined during special use permit review, shall be filed with the Town Clerk to cover the costs of reclamation of the site. The amount shall be commensurate with the DRP submitted by the applicant.
 - xvii. **Setbacks.** These solar systems shall comply with all setbacks within the affected zoning district. Additional setbacks may be required during the site plan review process in order to provide for the public's safety, health and welfare.
 - xviii. **Public hearing.** No action shall be taken by the Town Board to issue a special use permit for a solar system until after public notice and public hearing.
 - xix. **Saturation.** In considering whether to issue a Special Use Permit, the Town Board shall consider the proximity of similar large solar energy systems to the one being proposed. In no event, shall an LSES be placed within one mile of an existing LSES, without specific findings by the Town Board that such placement does not adversely affect the community character of the surrounding properties.
- c. Upon a Special Use Permit being issued by the Town Board, the Planning Board shall review the site plan for the GMS's pursuant to § **155-28** of the Code. The following submission requirements must be observed regarding a site plan application.
- i. Completed application form as supplied by the Town of Manlius for site plan approval for a solar system.
 - ii. Proof of ownership of the premises involved or proof that the applicant has written permission of the owner to make such application and copies of all relevant agreements and documents between the owner and the applicant have been turned over to the Planning Board for their review.
 - iii. Submit a storm water management plan, certified by a professional engineer that demonstrates storm water runoff will infiltrate into the ground beneath at a rate equal to that of the infiltration rate prior to the placement of the system.
 - iv. A plot plan and development plan drawn in sufficient detail, as prepared by a licensed engineer or surveyor, clearly describing:
 - a) Property lines and physical dimensions of the proposed site, including contours at five-foot intervals both before and after construction;
 - b) Location, approximate dimensions and types of all existing structures and uses on the site;
 - c) Location and elevation of the proposed solar system;
 - d) Blueprints or drawings of the proposed solar system installation showing the proposed layout of the solar system;
 - e) Electrical diagram detailing the installation, associated components, electrical interconnection methods with all National Electrical Code compliant disconnects and overcurrent devices;
 - f) Documentation of the major system components to be used, including PV panels, mounting system and inverter;

- g) Location of all existing above ground utility lines and other on-site solar energy conversion systems within 1,200 linear feet of the site;
 - h) Where applicable, the location of all transmission facilities proposed for installation;
 - i) Location of all roads and other service structures proposed as part of the installation;
 - j) Landscape plan showing all existing natural land features, trees, forest cover, streams, wetlands and all proposed changes to these features, including size and type of plant material;
 - k) Plan showing proposed changes to the site including grading, clearing, lighting, screening and structures;
 - l) Soil type at construction site.
- v. All applications shall be accompanied by a long environmental assessment form, including a visual impact analysis. The following additional material may be required by the Planning Board:
- a) Digital elevation model-based project visibility map showing the impact of topography upon visibility of the project from any affected locations.
- vi. In addition to the above, no action shall be taken to issue site plan approval until after public notice and public hearing by the Planning Board and unless the Planning Board determines that the proposed solar system complies with the following:

That the use is oriented in its location upon the site, as to layout, coverage, screening, means of access and aesthetics so that:

- a) The flow control and safety of traffic and human beings shall not be adversely affected to an unreasonable degree;
- b) Fire department and EMT services shall be given notice of the site plan showing the proposed ingress and egress to the facility and an opportunity to submit comments (either in writing or in person) regarding the ability of the proposed ingress and egress to accommodate emergency vehicles.
- c) That there be reasonable compatibility on all respects with any structure or use in the neighborhood, actual or permitted, which may be directly substantially affected;
- d) That there should not be any unreasonable detriment to any existing structure in the neighborhood.

The Planning Board may, upon review and with due consideration, waive one or more of the submission requirements imposed herein. Relief from all other requirements must be made by way of area or use variance from the Zoning Board of Appeals.

Roof-Mounted Solar Photovoltaic Energy Systems – Accessory Use

- a. RMS's may only be mounted on lawfully permitted principal or accessory structures. RMS's shall be considered a modification to an existing structure in the Town of Manlius subject to the following requirements:
 - i. Building permits are required for installation of all RMS's.
 - ii. At the discretion of the Town of Manlius Code Enforcement Officer, the structure may be subject to engineering review for suitability.
 - iii. For installations on a sloped roof:
 - (1) The system must be installed at the same angle as the roof on which it is installed with a maximum distance, measured perpendicular to the roof, of twelve (12) inches between the roof and highest edge or surface of the system.

- (2) The highest point of the system shall not exceed the highest point of the roof to which it is attached.
 - (3) RMS's on a sloped roof do not need to be screened.
- iv. For Medium and Large RMS's installed on a flat roof:
 - (1) The highest point of the system shall be permitted to extend up to six (6) feet above the roof to which it is attached.
 - (2) It shall be screened in a manner similar to other rooftop HVAC and mechanical equipment. This can be accomplished with architectural screening such as a building parapet and by setting the system back from the roof edge.
 - (3) These systems shall comply with the following conditions as presented in section IV – C – b
 - (a) Non-interference
 - (b) Proximity to Radio, Television and Telephone systems
 - (c) FAA requirements
 - (d) Ownership
 - (e) Utility notification and approval
 - (f) Lighting
 - (g) Property Operation and Maintenance Plan
- v. Any height limitations of the Town of Manlius Code shall be applicable to solar systems.
- vi. Under no circumstance shall the solar panels be mounted to the façade of a structure.

Permitted Zoning Districts

- 1. RMS's are permitted in all zoning districts as an accessory structure to any lawfully permitted principal use on the same parcel upon issuance of the proper permit pursuant to §59-13 and upon compliance with all requirements of this Section and as elsewhere specified in this Local Law.
- 2. Small and Medium RMS's are permitted on parcels larger than 40,000 square feet in all zoning districts as an accessory structure to any lawfully permitted principal use on the same parcel upon issuance of the proper permit pursuant to §59-13 and upon compliance with all requirements of this section and as elsewhere specified in this Local Law.
- 3. Large RMS's are permitted as Principle Use upon issuance of the proper permit pursuant to §59-13 and upon compliance with all requirements of this section and as elsewhere specified in this Local Law. They shall be allowed in the following zoning districts:
 - a. Industrial
 - b. R/A

Design and Installation Standards

- 1. The solar photovoltaic energy system must be constructed to comply with the New York State Uniform Fire Prevention and Building Code, as amended, and any additional electrical and safety regulations adopted by the State of New York.

2. All wiring must comply with the National Electrical Code, most recent edition, as amended and adopted by the State of New York.
 - a. For GMS's, all exterior electrical lines must be buried below the surface of the ground where possible or be placed in conduit or in aluminum cable tray. Cable tray shall be covered where ever conductors will be exposed to direct sunlight.
3. The solar energy system must be constructed to comply with the most recent fire code as amended and adopted by the State of New York.
4. The solar energy system shall be properly maintained and be kept free from hazards including, but not limited to, faulty wiring, loose fastenings, or the creation of an unsafe condition or detriment to public health, safety or general welfare.

Signage and/or Graphic Content

1. No signage or graphic content may be displayed on the solar panels except the manufacturer's badge, the installer's name, safety information and equipment specification information. Said information shall be depicted within an area no more than thirty-six (36) square inches in size.
2. Disconnect and other emergency shutoff information will be clearly displayed on a light reflective surface.
3. Systems and sites may not be used for displaying advertising except for reasonable identification of the owner/operator and shall comply with all signage restrictions.

Inspection, Safety and Removal

1. The Town of Manlius reserves the right to inspect a solar energy system for building or fire code compliance and safety.
2. If upon inspection the Town of Manlius determines that a fire code or building code violation exists, or that the system otherwise poses a safety hazard to persons or property, the Town of Manlius may order the Owner of the land or the operator of the facility to repair or remove the system, within a reasonable time. Such an order shall be in writing, shall offer the option to repair, shall specify the code violation or safety hazard found and shall notify the Owner of the land or the operator of the facility of their right to appeal such determination.
3. If the Owner of the land or the operator of the facility fails to repair or remove a solar energy system as ordered, and all appeal rights have been exhausted, the Town of Manlius may enter the property, remove the system and charge the Owner of the property or the operator of the facility or both for all costs and expenses of removal, including reasonable attorney's fees or pursue other legal action to have the system removed at the Owner of the land or the operator of the facility's expense.
4. In addition to any other available remedies, any unpaid costs resulting from the Town of Manlius' removal of a vacated abandoned or de-commissioned solar energy system shall constitute a lien upon the property against which the costs were charged. Legal counsel of the Town of Manlius shall institute appropriate action for the recovery of such cost, plus attorney's fees, including, but not limited to filing of municipal claims pursuant to 53 P.S. § 7107, et seq., for the cost of such work, 6% interest per annum, plus a penalty of 5% of the amount due plus attorney's fees and costs incurred by the Town of Manlius in

connection with the removal work and the filing of the Town of Manlius' claim.

Severability

If any word, phrase, sentence, part, section, subsection or other portion of this Local Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection or other portion or the proscribed application thereof, shall be severable, and the remaining provisions of this Local Law, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

Conflict with Other Laws

Where this Local Law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government the more restrictive or protective of the Town and the public shall apply.

WHEREAS, the Town Board, of the Town of Manlius has held public hearings on this local law on January 13, May 25, October 26, 2016 and modified same after hearing from the public;

WHEREAS, at its May 25, 2016 meeting, the Town Board declared itself lead agency for purposes of SEQRA and issued a negative declaration for the reasons set forth in the Short Environmental Assessment Form and for the reasons set forth in the minutes of that meeting;

WHEREAS, the Onondaga County Planning Agency has reviewed the local law and has made a recommendation that the Town work with the CNY Regional Planning Board on drafting the local law, which the Attorney for the Town and the CNY Regional Planning Board staff did;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby adopts and approves Local Law 2016 -8 as set forth herein; and be it further

RESOLVED AND ORDERED, that the Town Clerk file this local law with the New York State Department of State within 20 days of this approval.

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 26th day of October; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I HEREBY CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 26th day of October 2016.

DATED: October 26, 2016

Fayetteville, New York

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

Fire Hydrant – Manlius Fire Station

Town Clerk Weber stated that the Manlius Fire Department has requested the installation of fire hydrant located on NYS Route 92 near the site of the new fire station. The developer will pay for the installation of the fire hydrant. The annual hydrant maintenance rate will be \$71.61 per year in the existing Southtown Water District.

Councilor Loeffler made a motion, seconded by Councilor Marzola to authorizing the Supervisor to sign the application from OCWA for a fire hydrant located on NYS Route 92 near the new Manlius Fire Station and pay the annual rate of \$71.61.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries

Set Date - Public Hearing – Local Law 2016- () – to remove a property tax exemption from solar, wind and farm waste energy systems.

Attorney Frateschi reviewed the proposed local law to remove the existing State exemption for real property taxes for the construction of solar, wind and farm waste energy systems. Attorney Frateschi stated that this is a full exemption for 15 years and there is the option for a PILOT (Payment in Lieu of Taxes) agreement.

Discussion ensued regarding opting out of the tax exemption vs. requiring a PILOT agreement for the construction of solar, wind and farm waste energy systems.

Councilor Marnell made a motion, seconded by Councilor Loeffler to set a date for a public hearing on November 16, 2016 at 7:05 PM in the matter of Local Law 2016- () to remove a property tax exemption from solar, wind and farm waste energy systems.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing presented a contract from Hi-Way Equipment Company to enter into an agreement to allow the Town to test a piece of snowplow equipment at no charge to the Town. Highway Superintendent Cushing stated that this equipment will allow the Town to try a new salting method from fall 2016 to spring 2017 with no requirement to purchase at the end of the contract.

Councilor Marzola made a motion, seconded by Councilor Rossetti to authorize the Highway Superintendent enter into an agreement with Hi-Way Equipment Company to install the XZALT model for the 2016/2017 plowing season to test a new salting method at no cost to the Town.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Marzola, Councilor Rossetti, Councilor Marnell

Nayes: 0 All in Favor. Motion Carries

B) Planning & Development – No New Business

C) Attorney – No New Business

D) Town Clerk

Tim Frateschi
Attorney for the Town