

Agenda
Manlius Town Board
July 26, 2017
7:00PM

1. The Pledge of Allegiance
2. Approval of Minutes – July 12, 2017
3. Approval of Abstract #
4. 7:05PM - Public Hearing – Local Law 2017-3 to Amend the CA zoning classification to allow for outdoor sales upon issuance of a special permit
5. Special Permit – Solar Array -Tetra Tech - Green Lakes Rd. (Tax Map # 082.-02-15.1)
6. OCWA – Hydrant Installation – Quarter Horse Run
7. SIRO Agreement – Fayetteville Manlius School District
8. Hope for Heather Run – Agreement
9. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - Fireworks Permit – Traditions
 - e. Police Chief
 - f. Town Board
 - g. Supervisor
10. Adjournment

IN THE MATTER

Of

Local Law 2017-3

**RESOLUTION CALLING FOR
PUBLIC HEARING ON LOCAL
LAW**

**Amending Chapter 155, Article III of the Code
of the Town of Manlius to amend Sections 155-
15(E) entitled Commercial District A (CA)**

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 28th day of June 2017, 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
Vincent Giordano	Councilor
Karen Green	Councilor
John R. Loeffler	Councilor
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Richard Rossetti	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2017- 3, entitled **“A LOCAL LAW AMENDING CHAPTER 155, ARTICLE III, “Commercial District A (CA)” OF THE CODE OF THE TOWN OF MANLIUS BY ADDING SECTION 155-15-G”** the text of which is as follows:

**LOCAL LAW 2017-3, A LOCAL LAW AMENDING
CHAPTER 155, ARTICLE III "COMMERCIAL DISTRICT
A (CA)" 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 III, entitled "District Regulations" of the Code of the Town of Manlius, as amended, is further amended as follows:

§ 155-15. Commercial District A (CA)

All structures and uses permitted in Residential Districts R-3 and Neighborhood Shopping Districts shall be permitted in the Commercial District A, subject to the same restrictions. In addition thereto, the following structures and uses shall be permitted with site plan approval pursuant to Article IV, § 155-28:

- A. Hotels.
- B. Any retail business or personal service carried on in enclosed buildings and such manufacturing which is incidental to the preparation of products to be sold on the premises to the ultimate consumer.
- C. Banks, including drive-through services.
- D. Retail establishments with associated drive-through services.
- E. Indoor theaters.
[Amended 1-25-2017 by L.L. No. 1-2017]
- F. Restaurants serving patrons indoors. Such indoor restaurants may serve patrons outdoors upon the issuance of a special use permit pursuant to Article IV, § 155-27.
[Added 1-25-2017 by L.L. No. 1-2017]
- G. *Outdoor sales on a small scale, as determined by the Town Board, shall be permitted only upon the issuance of a special use permit, pursuant to Article VI, § 155-27. +*

Section 2. This Local Law shall take effect upon filing with the Secretary of State.

* Language Removed

+ Language Added

WHEREAS, the Town Board desires to clarify the issue of outdoor sales in a CA District by adding language that will specifically allow such sales in the CA District upon the issuance of a special permit and site plan approval;

WHEREAS, the Town Board declares itself as lead agency for the project, finds this to be an Unlisted Action and based upon the application, the short environmental assessment form, the criteria set forth in 6 NYCRR 617.7 and personal knowledge of the site, hereby issues a negative declaration pursuant to the State Environmental Quality Review Act based on and analysis of the proposed application by the Town's Engineer and the Director of Planning and Development for the following reasons: (1) the outdoor sales contemplated under the Local Law will be regulated through a special use permit issued by the Town Board at which time any specific environmental concerns for a local project will be considered; (2) if done properly, outdoor sales will improve the ability of businesses in the CA district to improve their economic offerings; (3) outdoor sales is allowed in other zoning districts in the Town of Manlius and such sales have not created any significant environmental problems;

NOW, THEREFORE, the Town Board of the Town of Manlius hereby shall hold a public hearing on Local Law 3, on the 26th day of July, 2017 to hear all those in favor and opposed to said Local 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 28th day of June, 2017; 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 28th day of June, 2017.

DATED: June 28, 2017
Fayetteville, New York



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



200 NORTHERN CONCOURSE
P.O. BOX 4949
SYRACUSE, NY 13221-4949

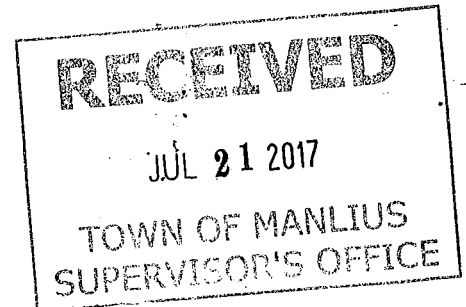
Central New York's Water Authority
www.ocwa.org

PHONE: (315) 455-7061
FAX: (315) 455-8510

July 20, 2017

Mr. Edmund Theobald, Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Re: OCWA Project No. 9003839
Install 2 Hydrants
Megnin Farms, Phase IV
Town of Manlius



Dear Mr. Theobald:

This is to inform you that the Onondaga County Water Authority has installed the following two (2) hydrants in the Mycenae Water District, Town of Manlius.

1. Hydrant #14141 – located on Quarter Horse Run – 200' west of Strawmount Trail
2. Hydrant #14142 – located on Quarter Horse Run – 30' west of Strawmount Trail

These hydrants were installed in compliance with Application of Request, dated 11/15/16, from the Town of Manlius Town Board, and signed by Edmond Theobald, Supervisor.

A copy of our map file showing the hydrant(s) is enclosed.

The Developer, Oot Brothers, Inc., paid for the hydrant installations.

Service to these hydrants was effective as of 6/30/17 and the current maintenance rate for service is \$71.61 per hydrant per annum.

Very truly yours,

OCWA

Patrick Sherlock, P.E.
Engineering Manager

PS:sa
Encl: Map
cc: Project # 9003839
Accounting
Kirkville Fire Dept. (w/ map)
D. Hughes
File #18

HYDRANT CODE - GOMR
WATER DISTRICT CODE – O560
E:\WORD\ENG\HYD\9003839L-Hyd In-Service.doc

**AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT**

THIS AGREEMENT is made this 13th day of July, 2017 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

SIRO GOLDEN

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO Golden at an average per diem rate of \$538.86 for school year 2017-18. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO Golden.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO Golden shall be billed at a rate of \$66.07 per hour for the 2017 calendar year and at \$68.04 per hour for the 2018 calendar year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;
- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
- 5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in plain clothes, business attire.
- 8.2 The SIRO shall, on occasions agreed between the parties, wear a departmental issued uniform while on duty.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide an unmarked vehicle for the SIRO.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the

SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then a school administrator shall accompany the officer and the student in the vehicle.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

SIRO GOLDEN

- 12.1 The term of this agreement is one year commencing on July 1, 2017 and ending on June 30, 2018. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

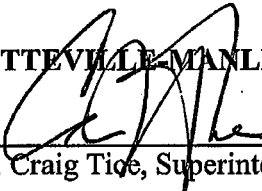
- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

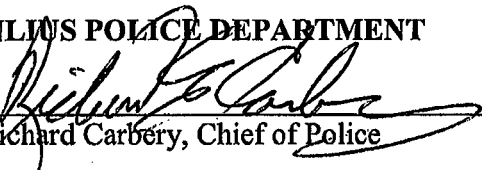
It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

By: 
Dr. Craig Tice, Superintendent of Schools

MANLIUS POLICE DEPARTMENT

By: 
Richard Carbery, Chief of Police

TOWN OF MANLIUS

By: _____
Edmond Theobald, Town Supervisor

SIRO GOLDEN

**AGREEMENT REGARDING HOPE FOR HEATHER TEAL RIBBON RUN
THROUGH THE VILLAGE OF MINOA, NEW YORK**

THIS AGREEMENT ("Agreement"), relative to the planning and conducting the 9th Annual Teal Ribbon 5K Run and 3K Family Fun Walk ("Event") within the corporate limits of the Village of Minoa, New York, is made and entered into as of **July __, 2017**, by and between the Village of Minoa, New York, a municipal corporation with offices located at 240 N. Main Street, Minoa, New York 13116 ("Village"), the Town of Manlius, New York, a municipal corporation with offices located at 301 Brooklea Drive, Fayetteville, New York 13066 ("Town"), and Hope For Heather, a not-for-profit corporation with a mailing address of P.O. Box 2208, Liverpool, New York 13089 ("Sponsor").

WITNESSETH:

WHEREAS, Sponsor is a not-for-profit corporation in memory of Heather Weeks, an advocate for women's cancer committed to raising funds to help find a cure, and who lost her life to cancer at age twenty four (24); and

WHEREAS, Sponsor's mission is to raise funds to support ovarian cancer research to promote education and awareness, and to help provide comfort to women and their families devastated by cancer;

WHEREAS, the Event is part of a series of events conducted by and/or on behalf of Sponsor to promote and fulfill its mission to end ovarian cancer as a life-threatening disease; and

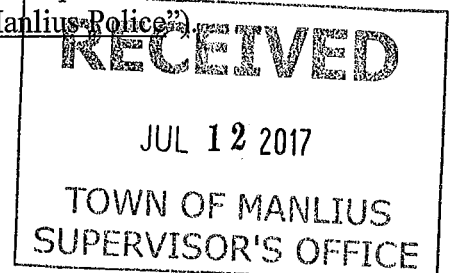
WHEREAS, Sponsor is organizing, planning and conducting the Event the morning of **September 23, 2017**, at Lewis Park in the Village;

WHEREAS, Village and Town are ready, willing, and able to offer such access and/or assistance to Sponsor, as hereinafter described, in regard to the conduct of the Event; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village, Town, and Sponsor covenant, represent and undertake as follows:

ARTICLE I

- A.** The Event shall be conducted by the Sponsor on **September 23, 2017** between **8:30 a.m. and 12:00 p.m.**
- B.** The Event is to generally be managed by Sponsor.
- C.** The specific route for the Event shall be as agreed by Village and Sponsor, upon consultation with the Town of Manlius Police Department ("Manlius Police").



- D. Sponsor shall be seeking the temporary closure or alteration of such streets, roads and routes within the municipal boundaries of Village to motor vehicle traffic prior to, and at the time of Event on **September 23, 2017** as agreed to by the parties.
- E. Sponsor is seeking law enforcement assistance from the Manlius Police with respect to pedestrian and traffic safety and direction.

ARTICLE II

- A. The designated (agreed to) streets/roads will be closed, from approximately 9:00 a.m. to 11:45 a.m. on the scheduled day of the Event (**September 23, 2017**), and shall be re-opened as soon as practicable thereafter, with some parts of the Event route opening prior to others.
- B. Village agrees to permit Sponsor use of Lewis Park and facilities located thereon from approximately 7:00 a.m. to 12:00p.m. on the scheduled day of the Event (**September 23, 2017**).
- C. Town agrees to provide through the Manlius Police the following, related to traffic safety and direction:
 - 1. Manlius Police shall provide a total of five (5) police officers to Sponsor for the purpose of traffic control and general safety and to support the Event for the duration described at Article II(C)(2).
 - 2. Five (5) police officers shall be on duty for approximately three hours (3) hours, at a per hour rate of Forty-seven and 00/100 Dollars (\$47.00).
 - 3. The above is a good faith estimate only. Thus if circumstances warrant any increased presence, Sponsor agrees to pay same as invoiced from Town based upon the per officer hourly rate set forth herein.
 - 4. Manlius Police may provide supplemental services through its Explorer Post volunteers, however the decision to utilize same (versus its police officers) shall be solely within Manlius Police discretion.
 - 5. Notwithstanding the foregoing provisions for dedicated police officers for the Event, the parties agree that no special duty is or shall be thereby created.
- D. Sponsor shall be responsible for any and all other costs and expenses related to the Event not specifically referenced in Article II above, including but not limited to: services, grounds, manpower, vehicles, or equipment needed to sufficiently accommodate the

requirements of the Event and to safely and effectively plan, organize, set-up, conduct and clean-up after the Event.

ARTICLE III

- A. Sponsor shall provide comprehensive general liability and related insurance coverages for property damage, bodily injury, as follows:
1. General Liability Coverage. A general liability for not less than \$1,000,000.00 Each Occurrence / \$2,000,000.00 Aggregate coverage for Bodily Injury and Property Damage; same to be extended-broad form coverage in nature.
 - a. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this Agreement.
 - b. Additional Insureds. The Village of Minoa, 240 North Main Street, Minoa, New York 13116 and the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, shall be named additional insureds thereon.
 - c. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the Sponsor organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.
- B. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the coverages, insureds, additional insureds, date and specific place of event in form approved by the Village Attorney and Attorney for the Town not less than seven (7) days prior to the Event. The Village and/or Town reserves the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Agreement.
- C. The Village Board of Trustees of Village may (but is not obligated to) approve, by duly adopted resolution, and as permitted by its various carrier(s), an endorsement or additional policy coverage to the Village's own existing policies of insurance, where circumstances are such that insurance cannot, or cannot cost effectively, be provided by Sponsor. In such event the expense to Village in providing same shall be included in the fees charged to Sponsor.

ARTICLE IV

- A. Sponsor agrees to indemnify, defend and hold harmless Village and Town, its respective officers, agents and employees for and from any claims, suits, damages or liability made against or imposed upon Village or Town, its respective officers, agents and/or employees and the like arising from any and all acts or omissions, of Sponsor, its

contractors, vendors, agents, or any of their employees or subcontractors or any of their guests and/or invitees.

- B. The foregoing shall survive termination/expiration of this Agreement.

ARTICLE V

- A. In accordance with the provisions of section 109 of the General Municipal Law, Sponsor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of Village and Town. Any attempts to assign the contract without the Village and Town's written consent are null and void.
- B. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith or shall otherwise be deemed to make such insertion.
- C. This Agreement and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.
- D. The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on **July ____**, **2017**. William F. Brazill, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.
- E. The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on _____, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.
- F. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manlius has caused its corporate seal to be affixed hereto and these presents to be signed by _____ its Supervisor, duly

authorized to do so, and to be attested to by _____, Town Clerk; the Village of Minoa has caused its corporate seal to be affixed hereto and these presents to be signed by **William F. Brazill** its Mayor, duly authorized to do so, and to be attested to by Lisa DeVona, Village Clerk, and the Hope For Heather has caused its corporate seal to be affixed hereto and these presents to be signed by its _____, the day and year first above written.

TOWN OF MANLIUS

Attest:

By: _____

Edmond J. Theobald, Supervisor

By: _____

VILLAGE OF MINOA

Attest:

By: _____

John H Champagne
William F. Brazill, Mayor
John Champagne, Dep. Mayor
HOPE FOR HEATHER

By: _____

Lisa DeVona
Clerk - Treasurer

Attest:

By: _____

Name: Gary Weeks

Title: Treasurer

By: _____