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Agenda
Manlius Town Board
October 11, 2017
7:00PM

1. The Pledge of Allegiance
2. Approval of Minutes – September 27, 2017
3. Approval of Abstract # 19
4. 7:05 PM - Public Hearing – Fayetteville Fire Contract
5. 7:10 PM – Public Hearing – Manlius Fire Contract
6. 7:15 PM – Public Hearing – Minoa Fire Contract
7. 7:20 PM – Public Hearing – Override the Property Tax Cap for Fiscal Year 2018
8. Correspondence/New Business
 - a. Highway Superintendent
 - b. Planning & Development
 - c. Attorney
 - d. Town Clerk
 - e. Police Chief
 - f. Town Board
 - g. SupervisorSupervisor's Monthly Report
9. Adjournment

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 11th day of October, 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
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Vincent Giordano	Councilor
John R. Loeffler	Councilor
Karen Green	Councilor
Absent: Richard Rossetti	Councilor

The following resolution was moved, seconded and adopted:

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

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 27, 2017, called a Public Hearing on October 11th, 2017, at 7:10 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 Fayetteville, 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 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 11th day of October, 2017, 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 26, 2016, 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 2018, commencing January 1, 2018 and remaining in effect through December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 11th day of October, 2017.

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

Town Clerk

VILLAGE OF FAYETTEVILLE

By: _____
Mayor

ATTEST:

Village Clerk

**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 11th day of October, 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 11th day of October, 2017.

DATED: October 11, 2017
Fayetteville, New York

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

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 11th day of October 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
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 "**MANLIUS FIRE PROTECTION DISTRICT OF THE TOWN**

OF MANLIUS"; and

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 27, 2017, called a Public Hearing on October 11th, 2017 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 11th day of October 2017, 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 26th, 2016, 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, 2018, the Town shall pay to the Village a total sum of \$1,248,914 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 2018, commencing January 1, 2018 and remaining in effect through December 31, 2018.

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 11th day of October, 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 11th day of October, 2017.

DATED: October 11th, 2017

Fayetteville, New York

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

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 11th day of October, 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
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 27, 2017, called a Public Hearing on October 11th, 2017 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 11th day of October, 2017 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 11th, 2017, 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 \$ 906,991 as follows: by paying the sum of \$871,552 to the Village on or before February 1, 2018; and by paying the sum of \$35,439

directly to the Minoa Fire Department, Inc., on or before February 1, 2018, 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 2018 commencing January 1, 2018 and remaining in effect through December 31, 2018.

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 11th day of October, 2017.

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 11th day of October, 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 11th day of October, 2017

DATED: October 11, 2017
Fayetteville, New York

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

IN THE MATTER
Of
OVERRIDING THE PROPERTY TAX CAP
IN THE TOWN OF MANLIUS FOR FISCAL
YEAR 2018

LOCAL LAW 2017-__
ENACTING LOCAL LAW

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 11th of October, 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
Karen Green	Councilor
Vincent Giordano	Councilor
John R. Loeffler	Councilor
David M. Marnell, Sr.	Councilor
Nicholas J. Marzola	Councilor
Richard Rossetti	Councilor

Absent:

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2017-__, amending Article XI of Chapter 134 (“Taxation”) to override the tax levy limit established by General Municipal Law Section 3-c (the “Property Tax Cap”);

**LOCAL LAW 2017-___, A LOCAL LAW AMENDING
AND REPLACING CHAPTER 134 ARTICLE XI, TAX
LEVY LIMIT OVERRIDE 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. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Manlius County of Onondaga pursuant to General Municipal Law § 3-c, and to allow the Town of Manlius, County of Onondaga to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2018 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Manlius County of Onondaga is hereby authorized to adopt a budget for the fiscal year 2018 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

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

WHEREAS, upon review of the projected expenses facing the Town, especially State pension costs and other state mandated costs for which the Town has no control, collective bargaining agreements, and contracts for fire protection and the most recent projection that the property tax cap will be under two percent (2%) the Town Board hereby finds that this override is a necessary prudent step to avoid potential penalties from the State Comptroller's Office;

WHEREAS, on October 11, 2017, the Town Board held a public hearing on the adoption of Local Law 2017-___ at which time the public was given an opportunity to speak for and against the local law;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby enacts Local Law 2017-___; and be it

FURTHER RESOLVED, that the Town Clerk shall file Local Law 2017-___ with the NYS Secretary of State within 20 days of the adoption of this 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 11th day of October, 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 11th day of October, 2017.

DATED: October 11, 2017
Fayetteville, New York

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