Agenda
Manlius Town Board
November 20, 2019
6:30 PM

1. Pledge Of Allegiance
2. Minutes - November 13, 2019 (Tabled)
3. Abstract # 22
4. 6:35 PM Public Hearing To Consider A Proposed Local Law To Amend Chapter 155 Of The Zoning Code Related To Signage

   Documents:

   7 - 2019 PH LL 2019-7 AMENDING CODE OF SIGNAGE.PDF

5. 2020 Fire Contracts - Village Of Fayetteville, Village Of Minoa & The Village Of Manlius
   The public hearing for the fire contracts were held and closed on November 13, 2019. This agenda item is for approval of those contracts.

   Documents:

   FAYETTEVILLE DRAFT FIRE CONTRACT 2020.PDF
   MANLIUS DRAFT FIRE CONTRACT 2020.PDF
   MINOA DRAFT FIRE CONTRACT 2020.PDF

6. 2020 Town Budget - Final Adoption
7. CNYSPCA Dog Control Agreement 2020

   Documents:

   CNYSPCA DOG CONTROL CONTRACT 2020.PDF

8. CNYSPCA Dog Cruelty Agreement 2020

   Documents:

   CNYSPCA DOG CRUELTY CONTRACT 2020.PDF

9. Correspondence/ New Business
10. Highway Superintendent
11. Planning & Development
12. Attorney
13. Town Clerk

14. Police Chief
15. Town Board
16. Supervisor
17. Adjournment

This meeting is being recorded and the audio recording will be posted to the Town Website at www.townofmanlius.org

IN THE MATTER Of

Local Law 2019-7 amending Section 155-26 of Chapter 155 Zoning

A local law revising certain provisions of Chapter 155 Zoning of the Code of Manlius relating to Signage

RESOLUTION 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 23rd of October 2019, at 6:30 p.m.

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

Edmond J. Theobald	Supervisor
John R. Loeffler	Councilor
Nicholas J. Marzola	Councilor
Karen Green	Councilor
Richard Rossetti	Councilor
Sara Bollinger	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Town Board authorized the formation of a planning process committee ("Committee") to among other things, review and make recommendations with respect to the Chapter 155 Zoning of the Code of the Town or Manlius ("Zoning Code"); and

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WHEREAS, the Committee, after reviewing the provisions of the Section 155-25 and Section 155-26 of the Zoning Code relating to the regulation of temporary and permanent signs in the Town, recommended the modifications to the Zoning Code as set forth herein; and

WHEREAS, this Board has heard from the Committee and reviewed the recommendations of the Committee; and

WHEREAS, this Board finds that there is a need to address, clarify and revise the Zoning Code relating to commercial real estate signs, outdated temporary signs and certain banner and pennant type signs; and

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law 2019-7, entitled: "**Local Law 2019-7 amending Section 155-26 of Chapter 155 Zoning A local law revising certain provisions of Chapter 155 Zoning of the Code of Manlius relating to Signage"** the text of which is as follows:

LOCAL LAW 2019-7, A LOCAL LAW AMENDING CHAPTER 155 OF THE CODE OF THE TOWN OF MANLIUS, SECTION 155-26:

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 as follows:

§155-26 C (4) entitled "Annual Permit" shall be deleted in its entirety.

Section 2. That Chapter 155, Article IV, entitled "Special Regulations" of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (E) as follows:

§155-26 E. All signs not expressly permitted under this Article are prohibited, unless regulation of such signs are specifically pre-empted by State or Federal Law.

Section 3. That Chapter 155, Article IV, entitled "Special Regulations" of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (M) as follows:

§155-26 M. Temporary signs permitted pursuant to this Chapter shall be removed no later than two weeks after the last date of the event or activity for which the temporary sign was erected.

Section 4. That Chapter 155, Article IV, entitled "Special Regulations" of the Code of the Town of Manlius, as amended, is further amended to add §155-26 (N) as follows:

§155-26 (N) Notwithstanding anything to the contrary in this Chapter, any sign which is in the nature of a banner, beacon or pennant, or which is inflated by air, helium or gas, may be erected and/or used for no more that 30 total days in any calendar year, provided such temporary sign is otherwise permitted under this Chapter.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2019-7, and that such Hearing shall be held at the Town Hall of the Town of Manlius, located at 301 Brooklea Drive, Fayetteville, New York, on November 20, 2019 at 6:35 p.m. and be it further

RESOLVED, that the Town Clerk give notice of such Public Hearing by the publication of a notice in at least one newspaper circulated in the Town, specifying the time when and the place where such Public Hearing will be held, and in general terms, describing the proposed Local Law. Such notice shall be published once at least five (5) days prior to the Public Hearing.

I, ALLISON A. 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 23th day of October, 2019 ; 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 23rd day of October 2019.

DATED: October 23, 2019
Fayetteville, New York

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

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS,** in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 30l Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 13th day of November 2019, at 6:30 p.m.

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

Edmond J. Theobald	Supervisor
John R. Loeffler	Councilor
Nicholas J. Marzola	Councilor
Karen Green	Councilor
Richard Rossetti	Councilor
Sarah Bollinger	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 October 23, 2019 called a Public Hearing on November 13th, 2019, at 6:35 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 Fayetteville Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Fayetteville, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Fayetteville Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

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AGREEMENT

THIS AGREEMENT, made this 13th day of November 2019, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Fayetteville, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

WITNESSETH:

WHEREAS, the Village maintains a Volunteer Fire Department (hereinafter designated as the "Fire Department") and an emergency ambulance service, each comprised of volunteer and paid personnel under the supervision of the Village Board of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, there has heretofore been duly established in the Town a Fire Protection District known as "FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the "Town Board") adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on November 13, 2019, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

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

WHEREAS, the Fire Department, the Fayetteville Volunteer Fire Company (hereinafter designated as the "Company"), and the Emergency Rescue and First Aid Squad of said Fire

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Department and said Company has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement;

NOW, THEREFORE, in consideration of the payment herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Emergency Rescue and First Aid Squad of the Fire Department and the Company shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 209-b(1)(a) of the General Municipal Law of the State of New York.

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

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3. On or before February, 15, 2020, the Town shall pay to the Village a total sum of $1,710,424 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenses budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report by the Village for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage

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to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department or the Emergency Rescue and First Aid Squad of the Fire Department and the Company.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

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7. Members of the Fire Department and the Emergency Rescue and First Aid Squad of the Fire Department and the Company, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2020, commencing January 1, 2020 and remaining in effect through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 13th day of Novemeber, 2019.

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

_____
Town Clerk

VILLAGE OF FAYETTEVILLE

By: _____
Mayor

ATTEST:

_____
Village Clerk

FAYETTEVILLE VOLUNTEER FIRE COMPANY and the EMERGENCY RESCUE and FIRST AID SQUAD

By: _____
Fire Chief

; and be it further

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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.

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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 13th day of Novemeber, 2019; 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 13th day of November, 2019.

DATED: November 13, 2019
Fayetteville, New York

_____

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

DRAFT

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS,** in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 13th day of November, at 6:30 p.m.

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

Edmond J. Theobald	Supervisor
Sara Bollinger	Councilor
Nicholas J. Marzola	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 October 23, 2019, called a Public Hearing on November 13th at 6:45 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 Manlius Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Manlius, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Manlius Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

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AGREEMENT

THIS AGREEMENT, made this 13th day of November 2019, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

WITNESSETH:

WHEREAS, the Village maintains a Volunteer Fire Department (hereinafter designated as the "Fire Department") and an emergency ambulance service (hereinafter designated as the "Ambulance Service"), each comprised of volunteer and paid personnel under the supervision of the Board of Trustees of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, the Manlius Fire Company has heretofore duly consented to the furnishing of fire protection and emergency ambulance service and to the execution of this Agreement, and

WHEREAS, the Fire Department and the Ambulance Service has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement; and

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

WHEREAS, following a Public Hearing duly called and held on October 10th, 2018, the Town Board duly authorized an Agreement with the Village upon the terms and provisions

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herein set forth; and

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

NOW THEREFORE, in consideration of the payments herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service within the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save the life and property in connection herewith; and

(b) The Ambulance Service shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 122-b of the General Municipal Law of the State of New York.

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

3. On or before February 15, 2020, the Town shall pay to the Village a total sum

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of $1,405,884 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of the sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenditures budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report submitted by the Village to NYS for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the Ambulance Service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason

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of operations within the limits of said District by the Fire Department or the Ambulance Service.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificates of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expenses of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Ambulance Service, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided

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for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2020, commencing January 1, 2020 and remaining in effect through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 13th day of November 2019.

ATTEST:

_____
Town Clerk

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

_____
Village Clerk

VILLAGE OF MANLIUS

By: _____
Mayor

The undersigned hereby consent to the written Agreement for outside service.

MANLIUS FIRE COMPANY

By: _____
President

VILLAGE OF MANLIUS AMBULANCE SERVICE

By: _____
Administrative Assistant

VILLAGE OF MANLIUS MANLIUS FIRE DEPARTMENT

By: _____
Fire Chief

; and be it further

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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 13th day of November, 2019; 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 13th day of November 2019.

DATED: November 13th, 2019

Fayetteville, New York

_____

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

DRAFT

IN THE MATTER

of

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

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

The **TOWN BOARD OF THE TOWN OF MANLIUS,** in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 13th day of November 2019, at 6:30 p.m.

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

Edmond J. Theobald	Supervisor
John R. Loeffler	Councilor
Nicholas J. Marzola	Councilor
Karen Green	Councilor
Richard Rossetti	Councilor
Sara Bollinger	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 October 23, 2019, called a Public Hearing on November 13th, 2019 at 6:40 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 Minoa Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Minoa, New York, which maintains a Volunteer Fire department, for the furnishing of fire protection and emergency ambulance service to the Minoa Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance terms hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

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AGREEMENT

THIS AGREEMENT, made this 13th day of November, 2019 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"):

W I T N E S S E T H :

WHEREAS, the Village of Minoa maintains separately, an emergency ambulance service (hereinafter designated as "Minoa Ambulance") and a Volunteer Fire Department (hereinafter designated as the "Fire Department"), each under the supervision of the Village Board of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, there has heretofore been duly established in the Town a Fire Protection District known as "MINOA FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the "Town Board") adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on October 10, 2018, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

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

WHEREAS, the Fire Department, Minoa Ambulance, and the Minoa Fire Department, Inc. have duly consented to the furnishing of fire protection and emergency ambulance

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service and to the execution of this Agreement;

NOW, THEREFORE, in consideration of the payment herein agreed to be paid by the Town to the Village and the Minoa Fire Department, Inc. the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Minoa Ambulance shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 122-b of the General Municipal Law of the State of New York.

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

3. On or before February 15, 2020, the Town shall pay a total sum of $875,192, via payments of $836,789 to the Village and $38,403 to the Minoa Fire Department, Inc., pursuant to Section 209-d of the General Municipal Law, such total sum to be levied and assessed against

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the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village and Minoa Fire Department, Inc. hereby agrees to accept the said sums in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of the sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenditures budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report submitted by the Village to NYS for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer firemen, or injury to, or death

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of, any other person, or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department, Minoa Ambulance or Minoa Fire Department, Inc.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

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

8. This Agreement shall be for the calendar year 2020 commencing January 1, 2020 and remaining in effect through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 13th day of November, 2019.

ATTEST:

_____
Town Clerk

TOWN OF MANLIUS

By:_____
Supervisor

ATTEST:

_____
Village Clerk

VILLAGE OF MINOA

By:_____
Mayor

MINOA FIRE DEPARTMENT, INC.

By:_____
Fire Chief

By: _____
President

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; 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 13th day of November, 2019; 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 13th day of November, 2019

DATED: **November 13th 2019**
Fayetteville, New York

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

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Contract between Central New York Society For The Prevention of Cruelty to Animals and the Town of Manlius

THIS AGREEMENT is dated and effective as of January 1, 2020 and is entered into by and between Town of Manlius, a municipality of the State of New York, with its principal offices located at 301 Brooklea Drive, Fayetteville New York 13066 (hereinafter referred to as the "Municipality") and **Central New York Society for the Prevention of Cruelty to Animals** ("Contractor" or "CNYSPCA") with the office located at 5878 East Molloy Road, Syracuse, New York 13211.

WHEREAS, the Municipality is in need of a contractor who will provide "Dog Control" services for the Town of Manlius, and including the Villages of Manlius, Fayetteville and Minoa, which Villages the Town of Manlius Provides service to; and

WHEREAS, it is the intention of the Municipality to retain the CNYSPCA to provide Dog Control Services as described at §2(b) hereof (hereinafter the "Services");

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this agreement shall be effective January 1, 2020 and remain in effect through December 31, 2020.

2. SCOPE OF SERVICES:

The CNYSPCA shall:

a. Promptly respond to, enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Municipality pertaining to dogs, which are reported to CNYSPCA and which are occurring within the boundaries of Town of Manlius and including the Villages of Manlius, Fayetteville and Minoa. Such Services will include, as necessary, those services the Town of Manlius is required to provide under the foregoing laws including, without limitation, the seizure, removal and shelter of any animal found to be the subject of a violation of the above referenced law; and

b. Work in conjunction with local police and Municipality as is deemed necessary by CNYSPCA

c. c. All dogs brought to the shelter by a dog control officer shall be accompanied by Form approved by the NY State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

d. The redemption period will commence from the date of delivery of the dog to the CNYSPCA by a duly appointed dog control officer of the Municipality.

e. All animals shall be vaccinated, if warranted, upon arrival at the shelter by the CNYSPCSA at its own cost and expense.

f. All animals shall be spayed or neutered, if warranted, after the legally prescribed redemption period or prior to adoption by the CNYSPCA at its own cost and expense.

g. The shelter shall at all times during the term of this agreement be under the care of a competent employee and shall be open to the public Monday, Wednesday, Thursday 10:00am – 4:30 pm; Friday and Saturday from 10:00am – 4:00pm, except for legal holidays at which time the shelter will be closed.

3. FEE & PAYMENT:

a. The compensation for CNYSPCA'S rendering of the Services shall be Twenty-Seven Thousand Eighty-Seven ($27,087) for the term of this Agreement. Payment under this Agreement shall be made thirty (30) days from the effective date of this Agreement.

As a separate and distinct charge, the following fee(s) shall apply to the dog's owner:

1. $45.00 redemption fee if the dog is redeemed within the first 24 hours, to be collected by the CNYSPCA;
2. $90.00 redemption fee if the dog is redeemed there-after, to be collected by the CNYSPCA;
3. $10.00 rabies vaccination fee should there be no current and verifiable vaccine history, to be collected by the CNYSPCA;

As a separate and distinct charge, the following fee(s) shall apply to the Town of Manlius:
Any un-owned dog ordered held for a rabies quarantine and observation by any Police Officer, Dog Control Officer or Agent of the Town of Manlius acting pursuant to his or her duties, a fee of $100.00 for the 10-day hold will be the responsibility of the Town of Manlius and billed on a monthly basis, unless Onondaga County Health Department Animal Disease Control (OCHD-ADC) assumes such responsibility for such action. Under those circumstances CNYSPCA shall waive the fee it will be absorbed by OCHD-ADC.
All other terms and conditions of the original Contract shall remain the same and in full force and effect.

4. INDEMNIFICATION:

CNYSPCA agrees that it shall defend, indemnify and hold harmless Municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of CNYSPCA and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by CNYSPCA or failure on the part of CNYSPCA to comply with any of the covenants, terms or conditions of this agreement.

5. CNYSPCA STATUS:

a. It is intended by both CNYSPCA and Municipality that CNYSPCA's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between CNYSPCA and Municipality.

b. The CNYSPCA agrees that at no time shall the CNYSPCA indicate or represent that they are an employee of Municipality.

c. Municipality agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CNYSPCA will indemnify, defend and hold the municipality from all loss or liability incurred as a result of not making such payments or withholdings.

d. CNYSPCA understands, and represents to Municipality, that all such employee benefits, insurance and tax payments are the sole responsibility of CNYSPCA.

e. If the Internal Revenue Service or any other governmental agency questions or challenges CNYSPCA's independent contractor status it is agreed that both Municipality and CNYSPCA shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

f. Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 s amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

g. Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entitles relating to such employment and Civil Rights requirements.

h. Each and every provision of law and clause required by law to be inserted in services contracts with New York municipalities shall be deemed to have been inserted herein. In addition, if any such provision or clause is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith or shall otherwise be deemed to make such insertion.

7. INSURANCE:

a. CNYSPCA shall maintain general liability insurance and will provide the municipality with proof of coverage in the amount of $1,000,000 per incident and $3,000,000 aggregate throughout the term of this Agreement. CNYSPCA agrees to have the municipality named as an "additional insured" on the general liability policy and to provide the municipality with endorsements, unconditional certificates or similar conclusive evidence from said insurance company or companies showing the proof of insurance as stated heretofore.

b. CNYSPCA shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation law, and to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law.

9. TERMINATION:

a. This Agreement may be terminated by either party giving to the other at least ten (10) calendar days prior written notice of termination in the event of a default in the performance of any of such other party under this Agreement and its failure to cure same within such ten (10) day period obligations under this Agreement.

b. Upon termination, CNYSPCA shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

c. Upon termination, CNYSPCA shall immediately deliver to Municipality all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

10. LICENSES AND PERMITS:

CNYSPCA represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

11. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

DATED: _____

CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

By: _____

Title: _____

THIS AGREEMENT, made this, 1st day of January 2020 by and between the TOWN OF MANLIUS a municipal corporation in the State of New York, hereinafter called the "MUNICIPALTY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS'', a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA"

WITNESSETH

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

That the CNYSPCA will promptly respond to, investigate violations and enforce the provisions of Article 26 of the Agriculture and Markets Law of the State of New York reported to it by the Municipality occurring within the boundaries of the Municipality. Such services will include (if necessary) seizure of, removal and shelter of any animal found to be the subject a violation of the above mentioned law.

The Municipality shall pay to the CNYSPCA the sum of $5,826.60 for such services for the calendar year 2020. Payment shall be made annually by February 14, 2019.

This shall be considered as additional and separate services provided in addition to any other Agreement for services between the parties.

This agreement shall commence on January 1, 2020 and shall continue to and including December 31, 2020.

IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.

DATED: _____

TOWN OF MANLIUS

By: _____

Title: _____

DATED: _____

CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

By: _____

Title: _____