

Agenda  
Manlius Town Board  
August 26, 2020  
6:30 PM

1. Virtual Meeting Instructions

Documents:

[8-26-20 ZOOM TOWN BOARD MEETING INSTRUCTIONS .PDF](#)

2. Pledge Of Allegiance

3. Approval Of Minutes - July 22, 2020 And August 12, 2020

Documents:

[7-22-20 DRAFT.PDF](#)

[8-12-20 DRAFT.PDF](#)

4. Approval Of Abstract # 16

5. Public Hearing - Part Time Special Patrol Officer - Fayetteville Manlius School District

Documents:

[2020-21 SPO AGREEMENT COMPLETE.PDF](#)

6. Correspondence/ New Business

7. Highway Superintendent

8. Planning & Development

9. Attorney

10. Town Clerk

11. Police Chief

12. Town Manager

13. Town Board

14. Supervisor

15. Adjournment

This meeting is being recorded and live-streamed. The recording will be broadcast live and will be posted to the town website at [www.townofmanlius.org](http://www.townofmanlius.org)



August 26, 2020

## Virtual Town Board Meeting

Instructions to attend the August 26th virtual board meeting:

The easiest way to join is to go to our website [www.TownOfManlius.org](http://www.TownOfManlius.org) and click on the link that is located on the Town Board page. You can also watch on our Facebook page by searching for "Town of Manlius"

Enter the meeting url web address as listed below:

<https://us02web.zoom.us/j/82012449514?pwd=TEN0YjJ4UUVseVdTcXJZRTBsO3RaZz09>

Password to join when prompted:

Password: **756536**

Enter your email address and name and join the meeting!

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 820 1244 9514

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

Password: 756536

MINUTES  
TOWN BOARD  
July 22, 2020

The Town of Manlius Town Board assembled at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, with Supervisor Edmond Theobald presiding and the following Board members present:

Karen Green, Councilor  
Sara Bollinger, Councilor  
Elaine Denton, Councilor  
John Deer, Councilor  
Heather Waters, Councilor  
Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town  
Mike Crowell, Police Chief  
Doug Miller, Town Engineer  
Randy Capriotti, Director of Codes  
Allison A. Weber, Town Clerk  
Rob Cushing, Highway Superintendent  
Ann Oot, Town Manager

Supervisor Theobald read aloud the annual historian report from the Town of Manlius Historian Barbara Rivette.

**1. The Pledge of Allegiance**

Supervisor Theobald, called the meeting to order at 6:30 pm. Councilor Waters led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

**2. Approval of Abstract # 14**

Councilor Bollinger made a motion, seconded by Councilor Green, to approve Abstract # 14 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 14 - 2020		
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$68,355.55
B	General Fund Town	\$37.91
DA	Highway Fund Townwide	\$14,748.84
DB	Highway Fund Town	\$62,461.27
SR1	Manlius Trash District	\$102,617.96
SR2	Manlius Res Brush District	\$11,703.90
SS1	Manlius Con Sewer District	\$4,003.30
TA2	Trust & Agency	\$627.10

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

**3. Approval of Minutes – June 24, 2020**

Councilor Bollinger made a motion, seconded by Councilor Waters, to approve the minutes of June 24, 2020 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

**4. Discussion Continuation – Zone Change Brolex Properties, 7430 Highbridge Rd., Zone change from R1 (Residential District) to R3 (Residential District 3) Tax Map # 101.-02-02.1.**

Supervisor Theobald stated that OCPB (Onondaga County Planning Board) has submitted their findings based upon the amended zone change application to amend the zoning of the entire parcel to R-3.

Attorney Frateschi stated that the Town Board sent the amended zoning application to the OCPB for its review and the OCBP has submitted a resolution that the board is not opposed to the zone change and the proposed zone change will not cause any county wide impact.

Councilor Bollinger stated she felt the resolution from the OCPB was very helpful.

Councilor Denton stated that a town-wide comprehensive zoning plan will make these types of decisions easier and zone changes are some the most important decisions before the Town Board. Councilor Denton stated that there are other parcels in the Town of Manlius that are zoned with two different zoning classifications.

Councilor Denton stated that she does not support the proposed zone change application to change the entire zoning of the parcel to R-3 due the flood plains located on the parcel and the density concerns.

Councilor Deer stated he is in favor of the zone change after receiving the recommendation from the County. Councilor Deer stated that if residents have further concerns with the proposed project the Planning Board will be a place to voice those concerns.

Councilor Green made a motion, seconded by Councilor Bollinger, to approve the Zone Change for Brolex Properties, 7430 Highbridge Rd. Tax Map # 101.-02-02.1 from R1 (Residential District) and RA (Restricted Agricultural) to R3 (Residential District 3) for the entire parcel.

Councilor Kriesel stated she is still undecided.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Deer, Councilor Waters

Nays: Councilor Denton

Abstain: Councilor Kriesel

Motion Carries.

Attorney Frateschi stated he will review the Town Board's concern with the Planning Board Chairman and the Attorney for the Planning Board.

**5. Continuation of Public Hearing – 3Gi Zone Change for Central New York**

Supervisor Theobald stated this is a continuation of a public hearing for a zone change request for the 3Gi Inland Port from RA (Restricted Agricultural) to ID (Industrial).

With there being no further comments from the public, Councilor Bollinger made a motion, seconded by Councilor Green, to close the public hearing at 6:54 PM in the matter of a zone change request for the 3Gi Inland Port from Ra (Restricted Agricultural) to ID (Industrial).

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Councilor Waters stated that 3Gi has presented a proposal that would mitigate traffic and there are people that will not admit that we are having more traffic. Councilor Waters stated the true impact of traffic may not be felt at the moment due to the COVID-19 Pandemic. Councilor Waters stated that the Town has to be ready to be partners for this sort of a logistical venture and the Town does not have the ability to support or regulate trade in any way. Councilor Waters stated that the highest priority right now is mitigating traffic and taking care of the needs of the people that live in our community.

Councilor Kriesel stated she has had many residents contact her with their confusion and concerns about the project and that will impact her decision.

Councilor Green stated that this has been a difficult process for many years and the Town Board has received a lot of input and given feedback. Councilor Green stated she has spoken with residents about the proposal. Councilor Green stated that she is concerned about traffic and the detriment this proposal would have on the community.

Councilor Denton stated that she is opposed to the zone change due to the traffic concerns, poor soil, wetlands, and floodplains on the parcel.

Councilor Deer stated there have been a lot of good conversations with the board and residents about this project. Councilor Deer stated that traffic is a big problem in the area.

Councilor Bollinger stated that the application process makes this a regional issue that is much larger than the Town of Manlius. Councilor Bollinger stated that input is needed from the Town of DeWitt and possibly the Town of Clay. Councilor Bollinger does not want to make a decision that would force the hand of another municipality.

Supervisor Theobald stated this project became a much more delicate project than what was thought when it started.

Chris Beck, Applicant, stated he has spent a lot of time to make Central New York part of an international market. Mr. Beck stated that he had to make it clear that the traffic had to be managed and discussed international commerce with CSX.

Mr. Beck reviewed the time and work that he has put into the Inland Port project. Mr. Beck stated he had sent a letter to the Town of Manlius modifying his request to only pertain to two acres behind the storage company on Fremont Rd.

Mr. Beck stated that the amendment would allow him to build the two acres site using the NYSERDA grant and allow his company to hold on to NYSERDA as a funding agency for the future.

Vita Demarchi, Applicant, stated the proposed project went through several state funded feasibility studies which is a very large-scale vetting of whether this is feasible or not. Ms. Demarchi stated it was concluded this was the best, highest use of the land and the site is a good place for a container yard and inland port.

Ms. Demarchi expressed frustration that the Town Board would ignore the scientific feasibility studies and not approve a two-acre container yard.

Matt Napierala stated that the amended application for a two-acre parcel zone change is surrounded by Industrial zones and has no environmental issues. Mr. Napierala asked if the pending application could be amended rather than starting over.

Attorney Frateschi stated that the application can be amended but the vote that will be taken at the current meeting will be for the entire acreage as previously submitted.

Councilor Waters stated that she would be in favor of getting further clarity and then vote.

Supervisor Theobald stated there is a concern that anything could be developed on that parcel if the proposed project does not get developed.

Councilor Deer made a motion, seconded by Councilor Kriesel, to approve the Zone Change for 3Gi Inland Port from RA (Restricted Agricultural) to ID (Industrial) on the property located on 4 parcels, totaling 75.7 acres (tax map #'s 054.-01-28.1, 054.-01-06.1, 054.-01-4.1, and 054.-04-02.1).

Ayes: Councilor Waters

Nays: Councilor Denton, Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Deer, Councilor Kriesel

Motion Denied.

Councilor Kriesel reviewed all the information presented to the Town Board including resident comments and professionals reports that went into the decision of the Town Board. Councilor Kriesel stated that at this time, on this parcel, the proposal is not the right project for this community.

## **6. Planning Process Committee – Commercial Zone Classification Amendments**

Councilor Bollinger asked that everyone review the materials posted on the website and the reporting from today's informational session. Councilor Bollinger thanked everyone that participated in the informational session. Councilor Bollinger stated that there is more work to be done on the zoning code updates and there will be an updated version submitted before a public hearing is held.

## **7. SEQR Town of Manlius Landfill Solar Project**

Attorney Frateschi stated the applicant, Abundant Energy has submitted Part 1 of the Short Environmental Assessment Form and reviewed the proposal for a solar farm located on 13 acres on the Town's Landfill.

Councilor Bollinger made a motion, seconded by Councilor Green, to declare the Town of Manlius lead agency for SEQR purposes in the matter of the proposed lease for the Landfill Solar Project located at 5701 Bowman Rd. E. Syracuse NY

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Green, to declare the proposed lease for the Landfill Solar Project located at 5701 Bowman Rd. E. Syracuse NY a Type II Action for purposes based on the attorney's review of the SEQR regulations.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Councilor Kriesel left the meeting at 7:38 PM

Attorney Frateschi stated that for purposes of the lease on a solar farm the Town has now agreed that the environmental impact will be minimal which is a Type II Action.

Attorney Frateschi stated that SEQRA has been completed and the Town will now have to consider the proposed lease at a future meeting.

Supervisor Theobald asked if the lease would bind the town to use Abundant Energy? Attorney Frateschi answered if the town leases it to them, yes.

#### **8. Correspondence/New Business**

#### **9. Highway Superintendent**

Highway Superintendent Cushing stated that he would like to move forward with the purchase of a pickup truck as budgeted for. Highway Superintendent Cushing stated that he will prepare a mini bid that will be run through the County bid process (OGS).

Highway Superintendent Cushing stated that some municipalities have received their full refunds through CHIPS funding, and he is optimistic but cautious.

#### **10. Planning & Development**

Director Capriotti reported that the department is busy with building permits.

#### **11. Attorney**

Attorney Frateschi requested executive session to discuss ongoing litigation.

#### **12. Town Clerk – No New Business**

#### **13. Police Chief**

Police Chief Crowell gave the following report:

- Chief Crowell thanked the community for their continued support
- Sergeant John Paul retired and will be missed.
- Law Enforcement Review coming up on August 6<sup>th</sup> to discuss the first steps for the review as related to the Governors Special Order.
- There has been a complaint of a stop sign being removed from the ground on Palmer Rd.
- There have been a many car larcenies in the area and two cars were stolen.

#### **14. Town Manager**

Town Manager Oot requested budget adjustments for Watchguard brand body worn cameras (BWC) extended one-year, no fault warranty in the amount of \$3, 800.00 and two special patrol officers (SPO) to be equipped with new cameras, docking stations, mounting equipment, and extended warranty in the amount of \$2,850.00

Councilor Green made a motion, seconded by Councilor Waters, to approve a budget transfer in the amount of \$6,650.00 in additional funding from Personnel (5.321.100) to maintenance Contracts (5.3120.446) for the purchase of equipment and the extended warranties.

Ayes: Supervisor Theobald, Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters

Nays: 0

All in Favor.

Motion Carries.

Town Manager Oot stated the budget calendar will be submitted soon.

Town Manager Oot stated she is working on the FEMA application for reimbursement for items purchased during the COVID -19 Pandemic.

Town Manager Oot stated that Town Hall is now open to the public with safety procedures in place, such as taking names of people as they enter and directing them in the building. Town Hall is open to the public from 9 AM – 2 PM with appointments available if needed.

#### **15. Town Board**

Councilor Bollinger stated the finance committee will be holding their first meeting on July 28<sup>th</sup> on Zoom with Councilor Bollinger, Councilor Kriesel and Supervisor Theobald.

Councilor Deer stated he met with Garam Group to discuss an audio solution to move towards having the board members meet in person in the board room. Councilor Deer discussed the increased resident participation in the Zoom meeting platform. Residents can see document before the board using screen share and the audio quality is much better than what was previously provided over the livestream.

Councilor Deer reviewed the following microphone quotes / audio solutions:

1. A wireless system with four microphones that sit on the desk that would provide audio that people at home would feel as though they were in the room. With installation and one service and up to twelve microphones would be a little less than \$12,000.
2. A wired system with two added microphones and installation would be a little less than \$6,000.
3. Also looking at a system to start a podcast with the simplest wired microphones or lapel microphones could be in the \$3000 to \$4000 range.

Councilor Deer stated he will forward more detail to the board members for their review.

Councilor Denton stated she has been looking into creating a Public Safety Advisory Committee to address Governor Cuomo's Executive Order 203. Councilor Denton stated the committee will include herself, Councilor Deer and a least 9 community members. Councilor Denton stated there will be a form posted on the Town 's website and Facebook page for anyone interested in applying. Councilor Denton is hoping to have the committee's first meeting by the end August.



MINUTES  
TOWN BOARD  
August 12, 2020

The Town of Manlius Town Board live streaming from their homes, with Deputy Supervisor Karen Green presiding and the following Board members present:

Absent	Edmond Theobald, Supervisor
	Sara Bollinger, Councilor
	Elaine Denton, Councilor
	John Deer, Councilor
	Heather Waters, Councilor
	Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town	Allison A. Weber, Town Clerk
Mike Crowell, Police Chief	Rob Cushing, Highway Superintendent
Doug Miller, Town Engineer	Ann Oot, Town Manager
Randy Capriotti, Director of Codes	

**1. Introduction to the Virtual Town Board Meeting**

**2. The Pledge of Allegiance**

The Town Board recited the Pledge of Allegiance, Deputy Supervisor Karen Green called the meeting to order at 6:30 pm.

**3. Approval of Minutes – July 8, 2020**

Councilor Bollinger made a motion, seconded by Councilor Denton, to approve the minutes of July 8, 2020 as submitted by Town Clerk Weber.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

**4. Approval of Abstract # 15**

Councilor Bollinger made a motion, seconded by Councilor Deer, to approve Abstract # 15 as submitted by Town Clerk Weber.

TOWN OF MANLIUS		
Fund Summary		
Abstract # 15 - 2020		
CODE	FUND	TOTALS
A	General Fund Townwide	\$219,492.28
B	General Fund Town	\$11,151.50
CM1	Police Trust	\$429.28
DA	Highway Fund Townwide	\$29,641.35
DB	Highway Fund Town	\$137,404.59
SL1	Overhead Lighting	\$1,484.09
SL2	Underground Lighting	\$2,101.21
SL3	Entry Lighting	\$95.64
SL4	Garden Park Lighting	\$608.61
SL5	Ratnaur Bridge Lighting	\$2,407.12
SR1	Manlius Trash District	\$168.44
SR2	Manlius Res Brush District	\$168.44
SS1	Manlius Con Sewer District	\$1,569.89
TA2	Trust & Agency - Other	\$4,900.00

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

**5. Part Time Special Patrol Officer - Fayetteville Manlius School District**

Chief Crowell reviewed the proposed contract for Part-time Special Patrol Officers with the Fayetteville Manlius School district. Chief Crowell stated that an SPO (Special Patrol Officer) is a peace officer, not a police officer and would most likely be a retired police officer. Chief Crowell stated the SPO would be in the schools to provide safety, security and to form partnerships and relationships with the students.

Chief Crowell stated that the Fayetteville-Manlius School District formed a safety committee which gave a series of recommendations for the schools to implement. Chief Crowell stated one of those items is the addition of uniformed SPO on every campus in the F-M district. Chief Crowell stated the committee voted and came up with a contractual agreement which has been reviewed and approved by the F-M School Board. Chief Crowell requested that the Town Board authorize the Supervisor to sign the agreement which would allow for two SPOs initially.

Deputy Supervisor Green asked if the SPOs would be part-time and the duration of the contract? Chief Crowell stated the SPO's will only work during the school year with summers off and the contract would be an annual agreement.

Councilor Kriesel asked for background information as to why the school district is interested in having the SPOs in the schools. Chief Crowell stated the need was identified by the school's safety committee and the committee decided that it was prudent to have additional officers in the school.

Councilor Kriesel asked who served on the school's safety committee. Chief Crowell stated the committee was chaired and organized by a Professor from Oswego and included School Superintendent, Police Department, Fire Department, members of the School Board and community members.

Councilor Kriesel asked if this issue had been brought to the community for their input?

Councilor Waters outlined information about the start of the committee formed in 2018 stating it was called the safety and security task force, covering four key areas.

- Medical Health
- Threat assessment
- Facilities Training
- Personal

The committee was a twenty-seven-member group comprised of:

- Representatives from each of the school buildings.
- Parents
- High School Students

This committee presented its report to the Board of Education and it was reported in the newsletter.

Councilor Deer asked if there would be any additional training the SPO's would receive? Chief Crowell stated the SPO's will receive all the normal in-service training that all Town of Manlius Police Officers receive as well as the training all SIRO's receive.

Dr. Craig Tice, Fayetteville Manlius School District Superintendent, stated the safety committee found there is a need for additional officers in case of an emergency and the committee wanted to have every school campus covered.

Councilor Denton stated the agreement appears to be a two-year agreement. Dr. Tice answered it should be a one-year agreement.

Councilor Denton asked about the language in the agreement that refers to confidential counseling as it related to dealing with a Police Officer. Dr. Tice stated that officers can not engage in student discipline and that any discipline would be addressed by school administrators.

Councilor Kriesel asked who the officers would be protecting the students from? Dr. Tice answered it could be bike safety, Halloween safety as well as fire and active shooter drills. Councilor Kriesel stated she would like to hear thoughts from community members and students about the program.

Attorney Frateschi stated he has reviewed the agreement and will need to adjust the terms and the language concerning town officers giving confidential counseling.

Councilor Bollinger asked if waiting two weeks for a public hearing would jeopardize any potential SPO hires? Chief Crowell stated it could the officers that have shown interest could go to other schools. Chief Crowell stated if the agreement is signed then the Police Department and the School would start the hiring process, which will take time to complete.

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to set the date for a public hearing in the matter of the proposed agreement for a Part Time Special Patrol Officer with the Fayetteville Manlius School District to be held on August 26, 2020 at 6:35 PM at the virtual Town Board Meeting.

Ayes: Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: Councilor Green

Motion Carries.

Residents that are interested in participating can find more information at the town website [www.townofmanlius.org](http://www.townofmanlius.org).

#### **6. Set Date – Public Hearing – JS Penizotto Real Estate – Zone Change**

Attorney Frateschi stated that the Planning board has issued a positive recommendation and presented a resolution to set a date for a public hearing. Attorney Frateschi stated that Town Board will need to complete the SEQRA process at the next meeting.

Councilor Bollinger made a motion, seconded by Councilor Waters, to set the date for a public hearing to be held on August 26, 2020 at 6:40 PM in the matter of a proposed Zone Change for JS Penizotto Real Estate for property located at 4581 Enders Rd., Manlius NY (tax map # 114.-01-13.1) at the virtual Town Board meeting.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

Residents that are interested in participating can find more information at the town website [www.townofmanlius.org](http://www.townofmanlius.org).

#### **7. Proposed Hydrant – Wellwood Middle School**

Town Engineer Miller reviewed the application submitted by OWCA to relocate a hydrant and install a new hydrant at Wellwood Middle School as a result of the expansion.

Councilor Deer made a motion, seconded by Councilor Kriesel, to authorize the Supervisor to sign the agreement as submitted by OCWA to install one fire hydrant # 14631 and relocate one hydrant on the property of Wellwood Middle School, 700 S. Manlius St., Fayetteville NY, at the annual rate of \$73.04 per hydrant.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nayes: 0

All in Favor.

Motion Carries.

#### **5. Correspondence/New Business**

**6. Highway Superintendent – No New Business**

Highway Superintendent Cushing stated that he received 2 bids and would like to proceed with the purchase of a new 2021 Ford Model F350 at a price of \$43,000 from Genesee Valley Ford, as budgeted for and submitted.

Councilor Bollinger made a motion, seconded by Councilor Deer, to authorize the purchase of a new 2021 Ford Model F350 at a price of \$43,000 from Genesee Valley Ford.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

Highway Superintendent Cushing requested authorization to purchase an extendable snowplow assembly for the F350 as submitted.

Councilor Kriesel made a motion, seconded by Councilor Bollinger, to authorize the purchase of a snowplow assembly, which will be approximately \$7,300 from Genesee Valley Ford.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

Highway Superintendent Cushing gave an update on the NYS CHIPS funding. Highway Superintendent Cushing stated he received an email stating the CHIPS funding letters are being held indefinitely. Highway Superintendent Cushing is confident the funding will come at some point.

**7. Planning & Development – No New Business**

Deputy Supervisor Green congratulated Randy Capriotti, Director of Codes for the Town's improved ISO rating.

Director of Codes, Randy Capriotti stated that the NYS Unified Solar Process adopted by the town was finalized today and has been uploaded to the Town's website and is ready to use.

**8. Attorney – No New Business**

**9. Town Clerk – No New Business**

**10. Police Chief**

Chief Crowell gave an update on the department:

- The new officer is doing well and is still in field training.
- In-service training program continues this month.
- The Police Department Offices are working in the trailers now during the construction.

- Chief Crowell attend his first meeting for the Onondaga County wide New York State law enforcement reform process, which is an executive order from the Governor.

### **11. Town Manager**

Town Manager Oot stated Town Court held their first court session since the COVID shut down last evening and it went well. Town Manager Oot stated the Justice Court Assistants program reimbursed the court \$1,300 dollars for the plexiglass barriers that were installed in the courtroom.

### **12. Town Board**

Councilor Bollinger stated the New Commercial Zoning Document is still being revised, which will delay the public hearing until sometime in September.

Councilor Bollinger stated they had their first meeting with the Town of Sullivan regarding the Salt Springs Water Project and monthly meetings will be held in the future. Councilor Bollinger stated they are anticipating a public meeting in November and permitting in 2021.

Councilor Deer stated he is working on trying to get the Town Board meetings back in the board room.

Councilor Kriesel stated she attended her first meeting of the Town's Budget Committee and as a new councilor learning the process. Councilor Kriesel stated the Sustainable Manlius has had to take a back seat for the last few months and are hopeful to get started back up.

Councilor Denton gave an update on the Town of Manlius Advisory Committee stating they had over fifty residents apply to participate. Councilor Denton and Councilor Deer will be reviewing the applications and will be notifying residents later in the week.

Councilor Waters stated they have set up resident notifications on the town's website that residents can sign up for which include:

- Agendas and Minutes
- Comprehensive Plan
- Sustainable Manlius
- Public Safety Advisory Committee

Councilor Waters stated there will be a meeting of the Town of Manlius Tree Commission on August 18<sup>th</sup> at 3:30 PM.

### **13. Supervisor**

Deputy Supervisor Green stated she attended the CRC Committee and received an update from Onondaga County Commissioner of Emergency Management; Dan Wears speak.

Deputy Supervisor Green gave recognition to Town Clerk Allison Weber who was recently voted in as district director for the New York State Town Clerk's Association.

Councilor Bollinger made a motion, seconded by Councilor Denton, to accept the Supervisor's monthly report for July 2020 as presented.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters,  
Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

**14. Adjournment**

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Waters the Board voted unanimously to adjourn regular session at 7:49PM.

Ayes: Councilor Green, Councilor Bollinger, Councilor Denton, Councilor Deer, Councilor Waters,  
Councilor Kriesel

Nays: 0

All in Favor.

Motion Carries.

Respectfully Submitted by:

Allison A. Weber  
Town Clerk

DRAFT

**Special Patrol Officer Agreement Between the  
Town of Manlius and the Fayetteville-Manlius Central School District**

This Special Patrol Officer Agreement (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town"); and the Fayetteville-Manlius School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 8199 East Seneca Turnpike Manlius, New York 13104 (the "School District"). The Town of Manlius Police Department ("Manlius Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

**WHEREAS**, Article 5-G of the New York State's General Municipal Law ("GML") provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the School District and the Town are both deemed to be "municipal corporations" as that term is defined by GML 119-n(a); and

**WHEREAS**, the School District and the Town have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of dedicated officers of the Manlius Police Department to serve as Special Patrol Officer(s) in the School District.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1.0 TERM OF AGREEMENT**

**1.1** The this Agreement is for the academic school years of 2020-2021 and 2021-2022 and begins on September 1, 2020 and expires on June 30, 2022, without notice, unless terminated earlier as provided in this Agreement (the "Term").

**2.0 General Terms and Conditions**

**2.1** The Town and School District have voluntarily chosen to enter into the Agreement in order to have Peace Officer(s) placed within the School District.

**2.2** These Peace Officer(s) shall be referred to under this Agreement as Special Patrol Officers ("SPOs"). For the purposes of this Agreement, the term "SPO" shall include those officers specifically selected for (and assigned to) the Schools for a specific academic year.as SPOs will be responsible to serve and perform the job duties described herein, to the extent consistent with the parties overall objectives and responsibilities described herein (collectively "SPO Services").

**2.3** The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School

District's academic calendar. The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.

- 2.4 The Town agrees that the SPO Services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

### **3.0 SPO Program Objectives**

The objectives of the SPO program are to:

- 3.1 Provide a police presence in the Schools in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors;
- 3.2 Provide a law enforcement resource to students, teachers, school administrators and parents, so as to increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention, restorative justice and peer mediation;
- 3.3 Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- 3.4 Facilitate crime prevention, law enforcement and security consultation;
- 3.5 Build lines of communication and promote positive attitudes between students and the Manlius Police Department;
- 3.6 Provide a confidential counseling resource to students who may be experiencing a variety of school, family, or social problems;
- 3.7 Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.);
- 3.8 Provide a positive role model for students; and
- 3.9 Provide education in law enforcement, as requested and appropriate.

### **4.0 Qualifications for SPO**

The SPO shall:

- 4.1 Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
  - 4.1.1 Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);

**4.1.2** If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

**5.0 HIRING AND IMPLEMENTATION OF THE SPO**

**5.1** The School District reserves the right to participate in the Town’s hiring and interview process for any individual proposed to perform SPO Services at the School.

**5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of, proper Peace Officer policies, protocols and procedures.

**5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so

**5.4** In the event the SPO is absent from work, the SPO shall notify the School District clerk prior to the SPO's scheduled arrival time. The Town shall, in such event, provide a substitute SPO for that day.

**6.0 Fingerprints and Criminal Clearance**

**6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.

**6.2** The Town shall be responsible for all costs associated with the required fingerprinting and criminal background checks and clearance for SPOs under the Agreement.

**7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT**

**7.1** In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.

**7.2** The Town – through the Manlius Police Department – may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.

7.3 the Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

## **8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT**

In addition to any other responsibilities of the School District set forth in the Agreement, the School District will:

- 8.1 Designate a School Building Administrator who shall serve as the building-level School representative for the SPO program;
- 8.2 Provide the SPO with access to its School facilities, personnel and students as reasonably required to fulfill the SPO's duties under this Agreement;
- 8.3 Ensure that school personnel, School Board Members, students and parents are informed of the duties and presence of the SPO in the School;
- 8.4 Provide time and appropriate space for the SPO to conduct approved staff, student and parent training;
- 8.5 Provide space for the SPO to store instructional materials and perform necessary tasks directly related to the SPO program;
- 8.6 Cooperate with the Town to supply any relevant information needed for purposes of submitting retirement waivers for the SPOs; and
- 8.7 Cooperate with the Manlius Police Department and SPO relative to the scheduling of time off in the event of an SPO's illness or injury.

## **9.0 INFORMATION SHARING**

9.1 The School District will share relevant information about school safety issues with the SPO including, but not limited to:

- 9.1.1 School District and School building safety/crisis plans, including for any other school to which the SPO may be assigned;
- 9.1.2 The School District's Code of Conduct;
- 9.1.3 Uniform violent incident reports in accordance with New York State Education Law and the Safe Schools against Violence in Education Act; and
- 9.1.4 Reports pertaining to alleged incidents of Child Abuse in an Educational Setting.

## **10.0 INFORMATION SHARING BY THE TOWN**

The Town and SPO will share relevant information, to the extent permitted by law, about school safety issues with the School District including, but not limited to:

- 10.1.1** Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and
- 10.1.3** Any training or educational opportunities for an SPO or School District representatives relative to school safety.

**11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)**

In addition to any other duties specifically set forth in the Agreement, an SPO assigned to the School District shall provide SPO Services intended to meet the program objectives, including, but not limited to the following:

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;
- 11.4** Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5** Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.;
- 11.6** Present educational programs to School employees, parents and School Board Members;
- 11.7** Build community relationships by serving a liaison between the Town (which includes the Manlius Police Department) and the School District;
- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and

- 11.15 Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16 The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;
- 11.17 The SPO shall not detain or question students regarding their immigration status;
- 11.18 In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19 The SPO shall comply with all Federal, State and local laws as well as school District policies.

**12.0 SUPERVISORY AUTHORITY**

- 12.1 The SPOs assigned to the School District pursuant to the Agreement are under the direct and sole supervision and authority of the Town's Chief of Police and other Command Officers within the Manlius Police Department. The SPOs assigned to the School District shall comply with all general and specific SPO policies or protocol/procedure directives prepared by the Manlius Police Department.
- 12.3 The Manlius Police Department will share a copy of any SPO policy or protocol/procedure direction with the School District.
- 12.4 The Manlius Police Department will also provide a copy of all SPO policies or protocol/procedure directives to SPOs assigned to the School District.
- 12.5 In the performance of the duties described herein, the SPO shall regularly coordinate and communicate with the Principal or the Principals' designee of the schools to which they are assigned. The Principal or designee shall contact the SPO Supervisor assigned by the Town for such purpose in the event of any question regarding the performance of duties by an SPO. However, the SPO shall remain under the direct and exclusive control and supervision of the Town on all matters relating to the duties of the SPO under this Agreement.
- 12.6 The SPO shall not be an employee of the School District.
- 12.7 The Parties shall confer and agree regarding the SPO's attire while on duty.

**13.0 PROGRAM EVALUATION**

- 13.1 The School District will provide timely evaluations to the Manlius Police Department to enable required progress reports to be completed in an efficient and timely manner.
- 13.2 Any evaluation instruments for completion by selected students, school staff, school administrators, and community members will be developed collaboratively by the School District and the Manlius Police Department in order to ensure objective evaluation criteria are established and applied.

#### **14.0 CONTRACT FEES AND ADDITIONAL COSTS**

- 14.1** The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.
- 14.2** SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Thirty Three dollars (**\$33.00**) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.
- 14.3** The SPO's regular duty hours shall be [redacted] a.m. until [redacted] p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.4** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.5** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced two times per year – once in December and once in June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.6** The School District further agrees to reimburse the Town for up to **\$10,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.7** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from year one to year two of this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.8** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.

#### **15.0 TOWN AS AN INDEPENDENT CONTRACTOR**

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.

- 15.2 The Town's employees, consultants, or agents shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, Disability benefits, New York State Retirement membership or credit, etc.
- 15.3 The Town shall not have, nor hold itself out as having, the authority or power to bind or create liability for the School District by the Town's acts or omissions.
- 15.4 It is agreed by the Town and the School District that neither federal, state, or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the School District on behalf of any Town employee, consultant, or agent in connection with this Agreement.
- 15.5 Said employment withholdings and/or payments are to be made by the Town in compliance with all federal, state, and local laws, rules or regulations.
- 15.6 Provided the School District timely pays the Town the Fees established, the Town agrees to pay and/or withhold all applicable taxes, including income taxes, Workers' Compensation Insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the Town or its relationship with the School District, and further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.
- 15.7 The School District acknowledges that it shall have no ability to control the manner, means, details or methods by which the Town or its agents perform SPO Services under this Agreement, unless otherwise addressed in this Agreement and except as required by federal, state, or local laws, rules, and regulations.
- 15.8 These provisions shall survive any expiration, termination, or non-renewal of the Agreement.

**16.0 TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement, at any time, for any reason, by providing thirty (30) days advance notice to the other party. Such notification shall be made, in writing, and sent via a trackable overnight delivery method (e.g., FedEx, UPS, USPS Express Mail, etc.) to the other party at its principal address.

**17.0 EXTENSION OR RENEWAL**

17.1 Negotiations for any contract renewal will begin during the month of May 2021.

**17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

**18.0 RECIPROCAL INDEMNIFICATION**

**18.1** The Town shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "Liabilities") to the extent such liabilities arise from the negligent or other wrongful acts or omissions, or any such legal or contractual duties or obligations assumed by the School District, of the Town, its officers, and employees, (including the SPO), or from the Town or any such person's or the Town's material breach of, or default hereunder.

**18.2** The School District shall indemnify and hold harmless the Town from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, "liabilities") to the extent such liabilities arise from negligent or other wrongful acts or omissions or of any such legal or contracted duties or obligations assumed by the School District, of the School District, its officers, and employees, or from the School District's material breach of, or default hereunder.

**19.0 CONTROLLING LAW AND VENUE**

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision. If an action is filed to enforce this Agreement, the parties agree that such action must be filed exclusively in a court of competent jurisdiction in Onondaga County, New York, and the parties expressly consent to the jurisdiction of such court.

**20.0 ASSIGNMENT**

This Agreement may not be assigned by either party.

**21.0 ENTIRE AGREEMENT**

This Agreement may not be altered except by a writing signed by both parties. Furthermore, this Agreement represents the entire agreement and understanding between the parties and supersedes all prior agreements between the parties, written or oral.

**22.0 INTERPRETATION**

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

**23.0 INSURANCES**

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate.

**24.0 PROTECTION OF CONFIDENTIAL DATA.**

The Town shall provide its Services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to the foregoing:

- 24.1** The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- 24.2** The Town will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR §121.
- 24.3** The Town will limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services.
- 24.4** The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- 24.5** The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- 24.6** The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- 24.7** The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- 24.8** The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- 24.9** In the event The Town engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Town shall apply to the subcontractor.

## **25.0 DATA BREACH**

In the event that Confidential Data is accessed or obtained by an unauthorized individual, The Town shall provide notification to the School District without unreasonable delay and not more than seven calendar days after the discovery of such breach. The Town shall follow the following process:

- 25.1** The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.

- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
- 25.3** Where a breach or unauthorized release of Confidential Data is attributed to The Town, and/or a subcontractor or affiliate of The Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- 25.4** The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- 25.4.1** The name and contact information of the reporting School District subject to this section.
- 25.4.2** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- 25.4.3** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- 25.4.4** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- 25.4.5** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- 25.4.6** Information about what the agency has done to protect individuals whose information has been breached.
- 25.4.7** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- 25.5** The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan

## **26.0 ADDENDUM**

The following addenda attached hereto shall be incorporated into the Agreement:

Addendum A: Parents’ Bill of Rights for Data Privacy and Security

Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum

Addendum C: The Town’s Data Security and Privacy Plan

**27.0 WAIVER**

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

**28.0 MUTUAL COVENANTS**

**28.1** The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below.

**28.2** It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

For the Town of Manlius:

For the Fayetteville - Manlius School District:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date

## Addendum A

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Fayetteville-Manlius is committed to ensuring student privacy in accordance with local, state and federal regulations and district policies. To this end and pursuant to U.S. Department of Education (DOE) regulations (Education Law §2-d), the district is providing the following Parents' Bill of Rights for Data Privacy and Security:

- A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.
- Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the Fayetteville-Manlius School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review in an Excel file at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>.
- Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Mary Coughlin, Assistant Superintendent for Instruction, Fayetteville-Manlius School District, 8199 E. Seneca Turnpike, Manlius, NY 13104. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is [cpo@mail.nysed.gov](mailto:cpo@mail.nysed.gov).

## Addendum B

### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Town of Manlius (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Fayetteville-Manlius Central School District (the “School District”) commencing on [insert contract date] and expiring on [redacted], 2022 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in [insert data format] format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored [insert location]. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

**TOWN'S DATA SECURITY AND PRIVACY PLAN**

## **DATA SECURITY AND PRIVACY PLAN**

**WHEREAS**, the \_\_\_\_\_ School District (hereinafter “School District”) and \_\_\_\_\_ (hereinafter “Contractor”) entered into an agreement dated \_\_\_\_\_ (hereinafter “Agreement”) for \_\_\_\_\_ (hereinafter “Services”).

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

*Specify date of each training*

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

*Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

7. Termination of Agreement.

a. Within \_\_\_ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within \_\_\_ days of termination of the Agreement, Contractor shall Return all data to the School District using \_\_\_\_\_; OR

Transition all data to a successor contractor designated by the School District in writing using \_\_\_\_\_.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Contractor hereto has executed this Data Security and Privacy Plan as of \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_  
By:  
Title: