

Swearing in Ceremony and Organizational Agenda  
Manlius Town Board  
January 5, 2022  
6:00 PM

1. Virtual Meeting Instructions

Documents:

[1-5-22 TOWN BOARD MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Town Board Member Appointment

4. Oath Of Office

5. Approval Of Abstract # 25

6. Technical Temperature Transfer 2022 (HVAC Town Hall)

Documents:

[TECHNICAL TEMPERATURE TRANSFER.PDF](#)

7. Zoning Board Of Appeals Chairperson Appointment

8. Planning Board Chairperson Appointment

9. Planning Board Member Appointment

10. Planning Board Member Appointment

11. Zoning Board Member Appointment

12. Zoning Board Member Appointment

13. Planning And Zoning Board Attorney - Baldwin, Sutphen & Frateschi

14. Planning, Zoning & Codes Contract - Miller Engineers

Documents:

[MANLIUS RATE SCHEDULE 2022.PDF](#)

[MANLIUS PLANNING ZONING CODES SCHEDULE A.PDF](#)

[MASTER AGREEMENT MANLIUS DECEMBER 2022 \(002\).PDF](#)

15. Tree Commission Co-Chair Appointments

16. Attorney For The Town - Baldwin, Sutphen & Frateschi

Documents:

[BALDWIN, SUTPHEN AND FRATESCHI, PLLC 2022 AGREEMENT.PDF](#)

17. Town Accountant

Documents:

[MATT DUNN , C.P.A. - ACCOUNTING PROPOSAL 2022.PDF](#)

18. Town Information Technology Services - Garam Group

Documents:

[GARAM CONTRACT - TOWN HALL.PDF](#)  
[GARAM CONTRACT - POLICE DEPT..PDF](#)

19. Police Department Accreditation Manager

Documents:

[BLU LINE 2022 ACCREDITATION MANAGER AGREEMENT.PDF](#)

20. Police Department Property Evidence Specialist

Documents:

[PROP-EVID SPECIALIST 2022 AGREEMENT.PDF](#)

21. Marriage Officer Appointment

22. Town Records Officer Appointment

23. Town Safety Coordinator Appointment

24. Town Historian Appointment

25. Town Historical Society

Documents:

[MANLIUS HISTORICAL SOCIETY - AGREEMENT 2022.PDF](#)

26. Deputy Supervisor Appointment

27. Health Insurance

28. Board Rules And Procedures

Documents:

[BOARD RULES AND PROCEDURES .PDF](#)

29. Prepaid Expenses

30. Procurement Policy

Documents:

[LL 2014-4 BEST VALUE METHODOLOGY \(PIGGYBACKING\) PROCUREMENT POLICY.PDF](#)

31. Meetings

32. Delegate To The Association Of Towns Annual Meeting

33. Meal Reimbursement

34. Holidays

Documents:

[HOLIDAYS 2022.PDF](#)

35. Committee Assignments & Liaison To Committee

36. Department Liaison Assignments

37. Village Liaisons

38. Banks

Documents:

[BANKS.PDF](#)

39. 2022 Town Board Meeting Schedule At 6:30 PM

Documents:

[2022 MANLIUS TOWN BOARD MEETING SCHEDULE.PDF](#)

40. Town Board Budget Workshops

Documents:

[BUDGET WORKSHOPS 2022.PDF](#)

41. Mileage Reimbursement

42. Highway Agreement To Spend Document

43. Highway Map, Highway Specification And Highway Agreement

44. Official Town Newspapers

45. Insurance

46. Handbook

47. 2022 Salaries

Documents:

[2022 SALARIES.PDF](#)

48. Code Fee Schedule

Documents:

[TOWN OF MANLIUS FEE SCHEDULE.PDF](#)

49. Professional Fees Schedule

50. Town Clerk Fee Schedule

Documents:

[TOWN CLERK FEE SCHEDULE.PDF](#)

51. Official Undertaking

Documents:

[OFFICIAL UNDERTAKING 2022.PDF](#)

52. Boxcast Contract

53. Resolution Implementing Executive Order 11.1 And Granting Taxpayer Relief By Extending The Senior And Individual With Disabilities And Limited Income Exemption To 2022

Documents:

[RESOLUTION EXTENDING TAX EXEMPTIONS TO 2022.PDF](#)

54. Budget Adjustment

55. Presentation Zone Change - Twin Shores Properties, N. Burdick St. - Set Date Public Hearing And Referral To Planning Board

Documents:

[TWIN SHORES ZONE CHANGE PACKET - NORTH BURDICK ST..PDF](#)

56. 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)

**Please silence cell phones.**



January 5, 2022 – 6:00PM

## Town Board Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

<https://us02web.zoom.us/j/82779928614?pwd=NS9Xa0dXZmZMSlhQbVROQ1M2eIZGdz09>

Password to join when prompted:

Password: **164178**

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: 827 7992 8614

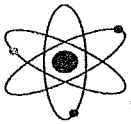
Press # again to skip the personal id and enter the password below followed by #

Password: **164178**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at <https://zoom.us/test>.

## RECEIVED

NOV 12 2021



## TECHNICAL TEMPERATURE TRANSFER

7703 Kirkville Rd Kirkville, NY 13082  
(315) 264-5925 lloyd.weigel@gmail.com

**Proposal No: 211110**

**Date:** November 10, 2021

**Proposal Submitted To: Manlius Town Hall**  
**Name: Ann Oot**  
**Street: 301 Brooklea Drive**  
**City, State: Fayetteville, NY**  
**Phone: 315-637-3414**

**Work to Be Performed At: Manlius Town Hall**  
**Name: Ann Oot**  
**Street: 301 Brooklea Drive**  
**City, State: Fayetteville, NY**  
**Phone: 315- 637-3414**

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Two Preventive Maintenance (PM) visits annually. Spring P.M. services in April and Fall P.M. in October.

Spring P.M. services to Trane Air Handler unit, 25 Ton AC condensing unit, Quietside ductless split system and 10 Packaged Terminal Air Conditioners (PTAC's).

Fall P.M. services to Trane Air Handler unit, Quietside ductless split system, 10 Packaged Terminal Air Conditioner (PTAC's), Lochinvar condensing hot water boiler and circulation pumps.

Professional maintenance services on each Preventive Maintenance visit are listed on pages 2,3,and 4. A report of services and conditions of equipment as based on equipment manufacturers recommendations will be provided on each visit. Emergency repairs and service are available 24/7/365.

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

**\$ 2,900.00**

With payments to be made as follows:

|    |                            |
|----|----------------------------|
| \$ | 1,450.00 - January 1, 2022 |
| \$ | 1,450.00- July 1,2022      |

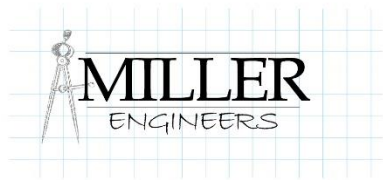
**Respectfully Submitted:**

**This proposal may be withdrawn by us if not accepted within 30 days.**

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Signature \_\_\_\_\_



SCHEDULE B  
TOWN OF MANLIUS  
2022 RATE TABLE

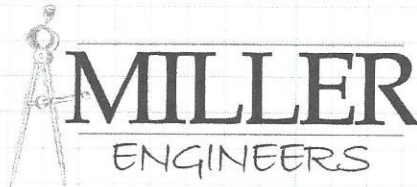
MILLER ENGINEERS – MANLIUS, NY

Travel: mileage .....at IRS published rates  
Subsistence..... at cost  
Telephone, outside printing, postage, etc. .... at cost  
Sampling – equipment .....at cost plus 10%  
Outside specialty services .....at cost plus 10%  
Expert testimony.....\$2,500 per day

| <u>Category</u>              | <u>Billing Rate \$/Hour</u> |
|------------------------------|-----------------------------|
| Senior Principal             | \$179.00                    |
| Senior Consultant            | \$172.00                    |
| Senior Professional Engineer | \$148.00                    |
| Project Specialist           | \$143.00                    |
| Professional Engineer        | \$129.00                    |
| Technical Assistant          | \$76.00                     |

In addition to these fees, clients will also be responsible for any sales tax that may apply to professional services performed

## SCHEDULE A



December 6, 2022

Town of Manlius  
301 Brooklea Drive  
Manlius, New York 13066

Re: Town Planning/Zoning & Codes Services

Miller Engineers is pleased to present the following scope of work for Town of Manlius Planning/Zoning & Codes Services.

### **Scope of Work**

Services for Planning/Zoning & Codes Services and assistance as follows:

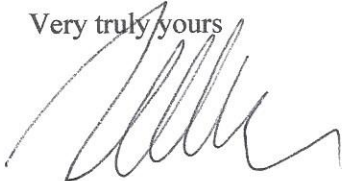
- Documentation required for plan review of local Building Permits for residential, commercial, and industrial proposed building activities. Conduct individual plan reviews for all project submissions
- Response to general resident questions associated with code compliance issues and coordination with local Town staff and Officials
- Building site construction observation as requested in accordance with plan reviews
- On call 24/7 response to staff and resident phone calls
- FEMA flood plain coordination and Municipal Separate Storm Sewer System Coordination/ NPDES MS4 permit monitoring and compliance as required by Town Codes Dept. including annual reporting, updates to Town specific SWMP (including environmental compliance: Highway, Police & Municipal Building Operations & Procedures) and assistance with regulatory audits.
- Assistance with annual compliance reporting from Codes Dept with New York State
- Interpretation of zoning questions and documentation of same as required
- Initial review of project submissions received by applicants, scheduling of meetings if required

[www.Millerengineers.com](http://www.Millerengineers.com) 131 W Seneca Street Suite B Manlius, New York 13104

- Code compliance documentation as requested by constituents for real estate transactions
- Oversight assistance for resolution of resident complaints
- Local site visits to address Town Code, International Building Code, Steep Slopes, and Wetland (ACOE & NYSDEC) compliance, complaints and concerns
- Assistance with safe structure compliance resolution and associated environmental and structural engineering
- Assistance with building life safety issues and coordination with local fire departments, Onondaga County Plumbing Control, Onondaga County Health Department, OCWA and National Grid
- Coordination, participation and reporting with CNY Stormwater coalition, County Planning, Local Hazard Mitigation and NYSDEC continuous landfill closure compliance.
- Special use district interpretation

Hours associated with Miller Engineer's Schedule A will be provided on an hourly basis and in accordance with the terms and rates of our Rate Table - "Schedule B" attached herewith. Through this agreement we will also continue to provide 24/7 on call services for the Town. Please visit our website at [www.millerengineers.com](http://www.millerengineers.com) and contact me at 315-558-8417 with any questions you may have.

Very truly yours



MILLER ENGINEERS  
Douglas A Miller, P.E.

SIGNATURE AUTHORIZATION

TOWN OF MANLIUS

## INTRODUCTION

This Agreement is made this \_\_\_\_\_ day of December 2022 by and

between: Town of Manlius  
301 Brooklea Drive  
Fayetteville, NY 13066 (“Owner”)

and: Miller Engineers  
131 West Seneca Street  
Suite B  
Manlius, NY 13104 (“Engineer”)

## RECITALS

WHEREAS Owner is a Town in Onondaga County, New York

WHEREAS Engineer is engaged in the business of providing professional Engineering, scientific and consulting services to public and private clients (Owner).

Owner desires to retain Engineer as an independent contractor and Engineer desires to be so retained by Owner to render services in accordance with the following terms and conditions.

NOW, THEREFORE, Owner and Engineer agree as follows.

## TERMS AND CONDITIONS

### **Article 1 – Scope of Services**

Owner hereby retains Engineer to perform services (“the work”) as requested by Owner and as specified in the Statement of Scope of Services and Cost which is attached as Schedule A which when authorized representatives of the Owner through issuance of a Purchase Order, shall become a part of this Agreement.

### **Article 2 – Compensation**

Owner shall pay Engineer compensation for the services rendered as set forth in Schedule A using hourly rates as set forth in schedule B.

### **Article 3 – Payment**

Engineer shall submit payment invoices to Owner during the accounting period following that in which the costs are incurred or entered into the Engineer’s accounts. Payment by the Owner shall be made within 30 days following receipt of the invoice. Payments received later than 30 days following receipt shall be subject to service charges of 1.5% per month.

### **Article 4 – Termination/Suspension**

Owner or Engineer shall have the right to terminate Engineer’s services or abandon or suspend any of the work under this Agreement at any time, for any reason so long as Owner or Engineer receives 30 days prior written notice. In the event of termination, abandonment, or postponement by the Owner at any time prior to completion of the work, the amount due and payable under Article 2 at the time shall represent the complete and final payment to Engineer under this Agreement and Owner shall have no further obligation to Engineer. In the event that the work is suspended by the Owner for more than 60 days, Engineer’s compensation for completing the work shall be subject to renegotiation.

## **Article 5 – Additional Services**

If the Owner desires additional services by Engineer, an amended Schedule A shall be prepared and signed by Owner and Engineer.

## **Article 6 – Assignment**

Engineer shall not assign any interest in this Agreement without written consent by Owner.

## **Article 7 – Owner to Secure Approvals**

The Owner shall secure any approvals from affected landowners or other parties which may be required for Engineer to perform the work under this Agreement.

## **Article 8 – Owner to Provide Information**

Owner, in a timely manner, shall provide Engineer with information which is necessary for Engineer to perform the work.

## **Article 9 – Ownership of Work Products**

All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by Engineer shall become Owner's property when the work is complete, and Engineer is paid for the services under this Agreement. All documents including Drawings and Specifications prepared by Engineer pursuant to this Agreement are instruments of service with respect to the Project. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project.

Any reuse without written approval or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify, defend, and hold harmless Engineer from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation requested by Owner will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

## **Article 10 – Patents**

Without Owner's prior written approval neither Engineer nor its subcontractors will use or designate for use in connection with the work, any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price, and Engineer agrees to indemnify Owner against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the Owner's prior approval is not obtained. The provision of this article shall survive the performance of this Agreement.

## **Article 11 – Confidentiality**

To provide the services under this Agreement, it may be necessary for the Owner to disclose certain confidential information to Engineer and for Engineer to disclose certain confidential information to Owner. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, any and all oral communications between Owner and Engineer in furtherance of this Agreement shall be presumed to be confidential information.

Each party agrees not to disclose any confidential information to any third party unless:

- (a) disclosure is required by law and, if so, advance written notice of disclosure is given.
- (b) the information was actually and demonstrably known to the disclosing party before it was obtained from or developed in cooperation with the other party.
- (c) the information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of secrecy to either of the parties to this Agreement.
- (d) the information is obtained or acquired by the disclosing party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of secrecy to the other party or:
- (e) a written release is obtained by the Engineer from the Owner.

The provisions of this article shall survive the performance of this Agreement. Furthermore, the provisions of this Article apply to any confidential information exchange between the parties prior to and including the date of this Agreement.

## **Article 12 – Insurance**

Engineer shall carry and maintain the following insurance, evidence of which will be provided to Owner, on request:

- (a) Worker's Compensation and disability benefits covering Engineer's employees or agents as required by law.
- (b) Commercial General and Employer's Liability, including premises and operations, products and completed operations, contractual liability, broad form property damage, independent contractors and personal injury written on an occurrence basis - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
- (c) Automobile Liability - \$ 1,000,000.00 combined single limit bodily injury and property damage covering motor vehicles owned, non-owned, hired or otherwise used by, or furnished for, or used in connection with, the services under this agreement.
- (d) Professional Liability and errors and omissions coverage - \$ 1,000,000.00 for all professional services to be provided by Engineer under this Agreement.

## **Article 13 – Indemnification**

Engineer shall indemnify, hold harmless and defend Owner from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to Engineer's services under this Agreement to the extent caused by any negligent or culpable act or omission of Engineer or the Engineer's Subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the Owner's negligence, Owner shall fully indemnify and hold harmless Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the Owner and Engineer, or its Subcontractor, Owner and Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of Owner and Engineer or as determined by adjudication of comparative negligence.

## **Article 14 – Status**

In the performance of this Agreement, Engineer shall be an independent contractor, and employees or agents of Engineer shall not be deemed to be employees of Owner.

## **Article 15 – Non-discrimination**

Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, sexual preference, or national origin and it agrees to comply with all laws or ordinances relating thereto, and all orders, rules and regulations issued pursuant thereto including, without limitation, Executive Order 11246 (as amended by Order 11375). Engineer further agrees to comply with Executive orders 11701 (Employment of Veterans) and 11758 (Employment of Handicapped). If any of the aforementioned laws, ordinances, orders, rules, or regulations require any particular provision, representation, or agreement to be set forth in this Agreement, the same is hereby incorporated by reference as if it were fully written.

## **Article 16 – Notices**

The Engineer agrees to accept service of process in any action by Owner or Owner against the Engineer arising out of this Agreement, by certified mail to the address as designated below.

All notices required or permitted under this Agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed to the party's address as set forth in this Agreement, or to such other address as party may be later designate by written notice. All notices shall be effective upon receipt.

Owner: Town of Manlius  
301 Brooklea Drive  
Fayetteville, NY 13066

Engineer: Miller Engineers  
131 West Seneca Street  
Suite B  
Manlius, NY 13104

**Article 17 – Force Majeure**

Any delay in or failure of performance of, either party to this Agreement shall not constitute a default nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority, affecting to a degree not presently existing, the supply, availability , or use of personnel or equipment, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, strikes or any causes a party unable , with reasonable diligence, to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

**Article 18 – Entire Agreement**

This Agreement contains the entire agreement between the Parties and supercedes all prior negotiations, whether written or oral. This agreement may be changed only in writing signed by the party against whom the change is sought to be enforced.

**Article 19 – Binding Effect**

This Agreement shall inure to the benefit of and be binding upon the party’s successors or assigns.

**Article 20- Governing Law**

This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

**Article 21 – Waiver**

The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or nonperformance and either party’s rights and remedies shall not be affected by any previous waiver or course of dealing.

The foregoing is established by the following signatures.

OWNER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments:     Schedule A – Statement of Scope of Services  
                             Schedule B Town of Manlius Rate Table

# BALDWIN, SUTPHEN & FRATESCHI, PLLC

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## ATTORNEYS AT LAW

126 North Salina Street, Suite 400  
Syracuse, New York 13202-1050

Robert F. Baldwin, Jr. \*  
Timothy A. Frateschi  
Charles M. Sprock, Jr.  
Jamie Lynn Sutphen \*\*

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Joseph V. Frateschi

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Of Counsel  
John J. Brunetti \*\*\*  
William F. Drexler

\*Admitted in FL; \*\*Admitted in PA & NJ  
\*\*\* Retired Judge of the Court of Claims

November 27, 2021

Hon. John Deer  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Re: Engagement Letter

Dear Supervisor Deer:

This letter will summarize the proposed terms of our firm's representation of the Town of Manlius (the "Client") regarding matters to be provided by BALDWIN, SUTPHEN & FRATESCHI, PLLC (the "Firm") and any of its successor firms.

### Scope of Engagement.

This engagement is upon the same terms and conditions as set forth in the previous engagements with the Town of Manlius.

The scope of our engagement will be representation of the Client in matters that fall within the jurisdiction of the Planning Board and any land use issues and related litigation, Zoning Board of Appeals and any related litigation, Employment/Labor Law Relations and any related arbitration or litigation, special districts, general litigation for the Town, tax certiorari proceedings, and any other matters determined as necessary by the Town Board (the "Services"). This will be billed at an hourly rate of \$170.00 per hour.

In addition to the Services set forth above, the Firm will act as general counsel to the Town and represent the Town in general town matters, including attending Town Board meetings, drafting legislation and resolutions, keeping regular hours at Town Hall for internal and external meetings (40 hours per month), and general contract drafting and negotiation (except for labor contract negotiations and drafting). The general counsel work will be billed on a flat fee monthly basis at \$5,500 per month, the amount appropriated in the 2022 FY Budget.

### Fee Arrangement.

Our fee will be based on the time spent by the attorneys and legal assistants who work on the matter. Legal fees will be billed at \$170.00 per hour for 2022. Should a fee dispute arise which is not resolved by discussion between us, you may seek arbitration. We will provide information concerning arbitration in the event of such a dispute or upon your request.

### Other Charges.

In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incident to the performance of our legal services.

### Billing Cycle and Retainer.

It is our normal practice to require the deposit of a retainer for legal services against which we bill our fees and disbursements and we request a retainer of \$0.00 for the Services. The retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Services. If the fees and disbursements exceed the retainer, prompt payment of the additional amount required is expected. An additional retainer amount may be requested if the retainer is exhausted before the Services is concluded. If the Services are concluded for less than the retainer, the unearned portion of the retainer will be returned. Fees for legal services and other charges are billed monthly and are payable within thirty (30) days of receipt.

### Termination of Engagement.

Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Services to provide additional advice on issues arising from the Services, the firm has no continuing obligation to advise you with respect to future legal developments.

### Client Responsibilities.

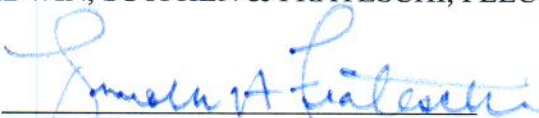
You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay in a timely manner our statements for services and expenses as provided above.

### Possible Conflicts.

The Firm represents other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

We appreciate the opportunity to represent the Town. It is our understanding that the Town Board has authorized you to execute this contract by resolution at its January \_\_, 2022 meeting. Please call me if you have with any questions.

BALDWIN, SUTPHEN & FRATESCHI, PLLC

By:   
Name: Timothy A. Frateschi  
Title: Member  
Date: 11-27-21

TOWN OF MANLIUS

By: \_\_\_\_\_  
Name: John Deer  
Title: Town Supervisor  
Date:

**Matthew Dunn, CPA**  
*Certified Public Accountant*

4586 Bloomsbury Drive  
Syracuse, NY 13215  
Mobile: (315) 420-3025  
matt@mdunncpa.com

November 18, 2021

Hon. Edmond J. Theobald  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Dear Supervisor Theobald:

The following is my proposal for continued services to the Town of Manlius, New York. Services provided will be coordinated through the Town of Manlius Town Manager.

General Accounting Services

- Maintain all accounting records per policies and procedures as mandated by Town Policy and NYS Law, including oversight of departmental accounting activity.
- Manage and reconcile bank accounts.
- Process monthly financial reports detailing the financial condition of the Town.
- Prepare and submit the Annual Financial Report Document (AUD) to the New York State Comptroller's office.
- Assist Supervisor and Budget Committee with annual budget preparation.
- Maintenance and support of the Town of Manlius Budget Builder database application.

Other Services

- Perform the annual audit of the Town of Manlius Police Department's cash funds and fiscal accounts per General Order No. 203.
- Maintenance and support of the Town of Manlius Police Department's Case Tracking database application.

### Fee Arrangement

The general accounting work will be billed on a flat fee monthly basis at \$3,333 per month (\$40k annually). Other charges will be included on the billing statement for expenses incurred incident to the performance of the general accounting services.

Additional special projects not covered under the General Accounting Services will be scoped and estimated on an individual project basis for Town approval.

### Termination of Engagement

Either party may terminate the engagement at any time for any reason by written notice, subject, on my part, to the rules of professional responsibility. No such termination, however, will relieve the Town of Manlius of the obligation to pay the accounting fees owed for services performed and other charges owed through the date of termination.

I appreciate the opportunity to service the Town and look forward to our working relationship with you. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Dunn', with a stylized flourish at the end.

Matthew Dunn, CPA



Town of Manlius

# **Business 360 Complete Service Agreement**

Date  
1/1/2022

Presented by:  
James LaValle

# Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1<sup>st</sup> day of January, 2022** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and **Town of Manlius**, headquartered at **301 Brooklea Drive Fayetteville, NY 13066** (the "Client").

## 1. Scope of Agreement

This agreement is to provide Garam Group's Business 360 Complete monthly break/fix and maintenance support Monday – Friday during the regular work day (8:00 am – 5:00 pm; hereafter referred to as the "Regular Work Day"). A detailed listing of included and optional services can be found in the attached services document.

## 2. Rates

Business 360 Complete Monthly Rate Plan (**Unlimited Support and Maintenance**)

| Service                                            | Rate     | Qty | Total             |
|----------------------------------------------------|----------|-----|-------------------|
| Business 360 - Complete                            | \$72.50  | 60  | \$4,350.00        |
| Enhanced Cyber Security Solution                   | \$8.25   | 60  | \$495.00          |
| BSN Cyber Security Training w/ Dark Web Monitoring | \$78.95  | 1   | \$78.95           |
| Cloud Image Backups                                | \$125.00 | 4   | \$500.00          |
| Cloud Backups - Servers                            | \$75.00  | 3   | \$225.00          |
| Cloud Backups - Workstations                       | \$15.00  | 1   | \$15.00           |
| Cloud Image Backups                                | \$12.50  | 9   | \$112.50          |
| Microsoft 365 License Subscriptions                | \$515.50 | 1   | \$515.50          |
| Total                                              |          |     | <b>\$6,291.95</b> |

### Additional Billing

All support performed outside of the Regular Work Day will be charged using the following rate schedule.

- **\$187.50** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$250.00** per hour, pro-rated at 15 minute intervals, for Services provided on Sundays and the following Holidays:
  - **New Year's Day**
  - **President's Day**
  - **Memorial Day**
  - **Labor Day**
  - **Thanksgiving Day**
  - **Day after Thanksgiving**
  - **Christmas Day**



### 3. Terms

- A monthly charge of **\$6,291.95 + tax** will be invoiced the first week of every month for that month's service.
- Any additional Moves, Adds & Changes will be billed at the end of the month that the service was provided.

### 4. Client's Responsibilities

Client will make the following resources available to Garam for the duration of this Agreement:

- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

### 5. Equipment Age Limitation

Client will make every reasonable effort to manage the age of their equipment inventory and replace equipment that has been in service for more than 4 years. The Garam Group may request that equipment older than 4 years be replaced and such equipment will receive limited support.

### 6. Agreement related expenses

- Travel will be billed to Client at the current Internal Revenue Service Standard Mileage Rate.

### 7. Limitation of Liability

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

### 8. Termination of Agreement

This Agreement shall remain in effect from the **1<sup>st</sup> day of January, 2022** until **31<sup>st</sup> day of December, 2022**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client thirty (30) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for good cause by giving thirty (30) days written notice to Garam.



## 9. Notices

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

## 10. Waiver

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

## 11. Entire Agreement

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties.

## Acceptance and authorization

The terms and conditions of the **Business 360 Complete Service Agreement** apply in full to the services and products provided under this Service Agreement.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Service Agreement, under seal.

|           |                        |
|-----------|------------------------|
| _____     | James LaValle          |
| Full name | Full name              |
| _____     | Director of Operations |
| Title     | Title                  |
| _____     | <i>James LaValle</i>   |
| Signature | Signature              |
| _____     | 1/1/2022               |
| Date      | Date                   |





Town of Manlius PD

# **Business 360 Complete Service Agreement**

Date  
1/1/2022

Presented by:  
James LaValle

# Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1<sup>st</sup> day of January, 2022** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and **Town of Manlius PD**, headquartered at **1 Arkie Albanese Ave Manlius, NY 13104** (the "Client").

## 1. Scope of Agreement

This agreement is to provide Garam Group's Business 360 Complete monthly break/fix and maintenance support Monday – Friday during the regular work day (8:00 am – 5:00 pm; hereafter referred to as the "Regular Work Day"). A detailed listing of included and optional services can be found in the attached services document.

## 2. Rates

Business 360 Complete Monthly Rate Plan (**Unlimited Support and Maintenance**)

| Service                                            | Rate       | Qty | Total             |
|----------------------------------------------------|------------|-----|-------------------|
| Business 360 - Complete                            | \$72.50    | 63  | \$4,567.50        |
| Enhanced Cyber Security Solution                   | \$8.25     | 63  | \$519.75          |
| BSN Cyber Security Training w/ Dark Web Monitoring | \$86.95    | 1   | \$86.95           |
| Vehicle support                                    | \$2,140.00 | 1   | \$2,140.00        |
| Microsoft 365 License Subscriptions                | \$521.50   | 1   | \$521.50          |
| Total                                              |            |     | <b>\$7,835.70</b> |

### Additional Billing

All support performed outside of the Regular Work Day will be charged using the following rate schedule.

- **\$187.50** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.
- **\$250.00** per hour, pro-rated at 15 minute intervals, for Services provided on Sundays and the following Holidays:
  - **New Year's Day**
  - **President's Day**
  - **Memorial Day**
  - **Labor Day**
  - **Thanksgiving Day**
  - **Day after Thanksgiving**
  - **Christmas Day**



### 3. Terms

- A monthly charge of **\$7,835.70 + tax** will be invoiced the first week of every month for that month's service.
- Any additional Moves, Adds & Changes will be billed at the end of the month that the service was provided.

### 4. Client's Responsibilities

Client will make the following resources available to Garam for the duration of this Agreement:

- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

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Client will make every reasonable effort to manage the age of their equipment inventory and replace equipment that has been in service for more than 4 years. The Garam Group may request that equipment older than 4 years be replaced and such equipment will receive limited support.

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### 8. Termination of Agreement

This Agreement shall remain in effect from the **1<sup>st</sup> day of January, 2022** until **31<sup>st</sup> day of December, 2022**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client thirty (30) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for good cause by giving thirty (30) days written notice to Garam.



## 9. Notices

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

## 10. Waiver

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

## 11. Entire Agreement

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties.

## Acceptance and authorization

The terms and conditions of the **Business 360 Complete Service Agreement** apply in full to the services and products provided under this Service Agreement.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Service Agreement, under seal.

|           |                        |
|-----------|------------------------|
| _____     | James LaValle          |
| Full name | Full name              |
| _____     | Director of Operations |
| Title     | Title                  |
| _____     | <i>James LaValle</i>   |
| Signature | Signature              |
| _____     | 1/1/2022               |
| Date      | Date                   |



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2022, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town") and Blu Line Accreditation Consulting, Inc., a New York State domestic business corporation with a business address of 207 Gulfbridge Road West Monroe, New York, 13167 ("Contractor").

### R E C I T A L S:

- A. The Town of Manlius Police Department ("TMPD") is accredited on a four-year basis by The Commission on Accreditation for Law Enforcement Agencies, Inc., ("CALEA"), and the New York State Law Enforcement Accreditation Council ("NYS").
- B. In the past, an employee of the TMPD provided all the necessary information, processing and paperwork to maintain CALEA and NYS accreditation;
- C. The TMPD has determined that using a full-time employee for such a role is not the best use of the resources of the Town;
- D. Contractor has demonstrated the requisite expertise and experience in the CALEA and NYS accreditation process;
- E. The Town desires to contract with Contractor to assist the TMPD's CALEA and NYS reaccreditation process under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide information gathering and filing of all the necessary documents and paperwork to maintain the CALEA and NYS accreditation certification for the TMPD, including, but not limited to the following:

- Maintain and update paper and electronic CALEA and NYS accreditation files;
- Create and update the CALEA and NYS accreditation files in the Power DMS electronic records system;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements;
- Ensure that time sensitive reports required by CALEA and NYS accreditation are completed on time;
- Draft and forward policy and procedure changes to the Chief of Police for review ;
- Be responsible for continued compliance with CALEA and NYS accreditation standards;
- Serve as the TMPD accreditation liaison with other law enforcement agencies, the Commission on Accreditation of Law Enforcement Agencies, and the New York State Law Enforcement Accreditation Council;

- Provide weekly updates to the Chief of Police (or designee) on the status of the CALEA and NYS accreditation process.

2. Duties. Contractor shall devote approximately 64 hours per month to work with the TMPD and its command staff to maintain CALEA and NYS accreditation. The exact number of hours per month will be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain CALEA and NYS accreditation. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in CALEA and NYS certification, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2022, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid thirty-eight dollars (\$38.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractors services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(b) This Agreement shall be construed and governed according to the laws of the State of New York.

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF MANLIUS

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

Name:

Title:

Blu Line Accreditation Consulting, Inc.

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

Name:

Title:

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1<sup>st</sup> day of January 2022, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the “Town”) and North Woods Services LLC (“Contractor”), a New York State limited liability company with a mailing address of 5246 Hoag Lane, Fayetteville, NY 13066.

### R E C I T A L S:

- A. The Town of Manlius Police Department (“TMPD”) secures and stores items of property and evidence as a normal course of business. These items of property and evidence are then stored in designated, secured areas within the police department and limited personnel have access to these areas;
- B. Specific policy, procedure and law must be followed when securing, processing, storing, testing and disposing of the items of property and evidence. This includes the continuous and complete inventory of every item of property and evidence received and stored by the TMPD;
- C. In the past, several employees of the TMPD completed all of these duties;
- D. The TMPD has determined that using full-time employees for all of these roles is not the best use of the resources of the Town;
- E. Contractor has demonstrated the requisite expertise and experience in securing, cataloguing, storing and disposing of items of property and evidence;
- F. The Town desires to contract with Contractor to assist the TMPD with property and evidence room operations under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide upkeep and maintenance of the Police Department property/evidence functions consistent with General Order #209, “Property Management.” Duties shall include:

- Maintain and update paper and electronic property reports, logs and files;
- Create and maintain the BEAST electronic property records management system;
- Monitor property/evidence intake and manage appropriate purge functions;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements related to the property/evidence functions of the department;
- Review policy and procedure related to the property/evidence functions of the department and forward any recommended amendments to the Chief of Police for review;
- Be responsible for continued compliance with property/evidence procedures pursuant to State and Federal laws;

2. Minimum Hours. Contractor shall devote approximately twenty (20) hours per week to work in the TMPD property/evidence storage areas. The exact number of hours shall be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain the property/evidence areas and complete routine operations. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in Property Room management, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2022, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid thirty dollars (\$30.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractor's services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(b) This Agreement shall be construed and governed according to the laws of the State of New York.

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF MANLIUS

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

Name:

Title:

North Woods Services LLC

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

Name:

Title:

### **Services Agreement**

**THIS AGREEMENT** made as of the 5<sup>th</sup> day of January, 2022 (the "**Agreement**"), by and between the Town of Manlius Historical Society, a New York not-for-profit corporation with offices located in Manlius, New York (the "**Society**") and the Town of Manlius, a New York municipal corporation with offices in Manlius, New York (the "**Town**").

**WHEREAS**, the Society was founded in 1976 and has continued to provide valuable services to the Town since its inception; and

**WHEREAS**, the Society requires funding to continue to provide valuable services to the Town; and

**WHEREAS**, the Town deems such services provided by the Society to be beneficial to the Town and to the Town residents.

**NOW THEREFORE**, in consideration of the foregoing and the promises contained hereinafter, the parties hereto mutually agree as follows:

1. **Social Services.** The society shall undertake the following services for the benefit of the Town and the Town residents (collectively, the "**Services**"):
  - a. The Society shall continue to collect, preserve and interpret documents and memorabilia related to the history of the Town,
  - b. The Society shall continue to maintain a reference library of local history and genealogy research information, which shall be available to the public from time to time at hours posted by the Society,
  - c. The Society shall continue to maintain social media pages and a website containing Town history information for the general public,
  - d. The Society shall continue to engage in community programming, including, but not limited to: education programs and presentations to local schools, libraries, organizations; historically education lectures, classes and programs within the community including tours suitable for any age group; preservation programs; newsletters; and publications,
  - e. The Society shall continue to provide space, resources and assistance to the Town Historian as needed.
  - f. The Society shall assist the Town Historian in providing exhibits at Town Hall and other places throughout the Town.

2. **Town Funding.** In consideration for the Services, the Town shall pay \$8000 to the Society. The Town shall make such payment to the Society within thirty (30) days of the commencement of the Term of this Agreement.
3. **Term.** The term of this Agreement shall be from January 1, 2022 to December 31, 2022.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their representatives indicated below on the first day indicated above

**TOWN OF MANLIUS**

**MANLIUS HISTORICAL  
SOCIETY**

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

By: Michael J. Small  
Name: Michael J. Small  
Title: President

### **Services Agreement**

**THIS AGREEMENT** made as of the 5<sup>th</sup> day of January, 2022 (the "Agreement"), by and between the Town of Manlius Historical Society, a New York not-for-profit corporation with offices located in Manlius, New York (the "Society") and the Town of Manlius, a New York municipal corporation with offices in Manlius, New York (the "Town").

**WHEREAS**, the Society was founded in 1976 and has continued to provide valuable services to the Town since its inception; and

**WHEREAS**, the Society requires funding to continue to provide valuable services to the Town; and

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  - a. The Society shall continue to collect, preserve and interpret documents and memorabilia related to the history of the Town.
  - b. The Society shall continue to maintain a reference library of local history and genealogy research information, which shall be available to the public from time to time at hours posted by the Society.
  - c. The Society shall continue to maintain social media pages and a website containing Town history information for the general public.
  - d. The Society shall continue to engage in community programming, including, but not limited to: education programs and presentations to local schools, libraries, organizations; historically education lectures, classes and programs within the community including tours suitable for any age group; preservation programs; newsletters; and publications.
  - e. The Society shall continue to provide space, resources and assistance to the Town Historian as needed.
  - f. The Society shall assist the Town Historian in providing exhibits at Town Hall and other places throughout the Town.

2. **Town Funding.** In consideration for the Services, the Town shall pay \$8000 to the Society. The Town shall make such payment to the Society within thirty (30) days of the commencement of the Term of this Agreement.
3. **Term.** The term of this Agreement shall be from January 1, 2022 to December 31, 2022.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their representatives indicated below on the first day indicated above

**TOWN OF MANLIUS**

**MANLIUS HISTORICAL  
SOCIETY**

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

By: Michael J. Small  
Name: Michael J. Small  
Title: President

## **Town of Manlius**

### **Rules of Decorum at Public Meetings**

**Last Adopted 1-25-12**

*Proposed Update 1-2-2020*

This document establishes the procedural rules and decorum guidelines for Town of Manlius public Board meetings. The purpose of these rules is to allow for the orderly conduct of Town business that is convenient for the public, fair to all Board Members and, above all else, essential for open, transparent and effective local governance.

Town Board meetings are required to be held in public for the purpose of allowing the public to observe the meetings. New York State law does not require that a Town Board set aside time at regular meetings for public comment, except for the case of public hearings. Public participation is the purpose of a public hearing, which is required prior to the adoption of a local law or ordinance and in other cases, as specified by law.

The Town Board believes that a public comment period should be scheduled for each meeting. However, it believes that it is important that all periods of public input – whether they are public hearings or a public comment period – should abide by a set of rules that are designed to ensure that good order and civility is maintained at meetings. The purpose of the public comment period is to discuss Town business only.

Personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board may, at the discretion of the Town Supervisor, incur a warning, recess of the meeting, or other appropriate actions, to allow the Board to resume the orderly conduct of Town business.

Individual problems, concerns or questions of the public should initially be addressed to the Town Supervisor's office, rather than be brought up at Town Board meetings. This will allow the Supervisor to gather the necessary information and /or personnel to address those concerns. If those concerns are not addressed to the satisfaction of the individual, then redress by the entire Town Board may be the next option.

In an effort to help the Town conduct efficient and productive meetings, the Town of Manlius, last adopted these rules on January 25, 2012, *and included here are proposed updates for January, 2, 2020:*

### **OPEN PODIUM /PUBLIC HEARING/PUBLIC INFORMATION MEETING**

The Town Supervisor, or in their absence, the Deputy Town Supervisor, is the Chair of every Town Board meeting. As such it is the Town Supervisor's right and responsibility to direct meetings and make decisions that will, in their judgment, inure to the benefit of all those attending.

Except for the case of Public Hearings or special Public Information Meetings, the Open Podium portion of the meeting is the only time when comments will be permitted by the public, unless a person is otherwise recognized by the Town Supervisor.

Open Podium is an opportunity for the public to address Town business. Examples of Town business, include, but are not limited to: action items before the Town Board; information related to Town business and issues or concerns related to Town operations; and issues or concerns related to Town property or infrastructure.

Examples of things that are NOT Town business, include, but are not limited to: private property matters; Village, County, State or Federal issues that do not affect the Town and litigated matters that have been settled to the Town's satisfaction. The Town Supervisor, as Chair of the meeting, shall determine if the matter being discussed is Town business.

Each regular business meeting of the Board will include an Open Podium period, in which any citizen may make a statement regarding an item on a past, present or future Board open-session agenda, or a matter of general policy over which the Board has jurisdiction.

1. To the extent practical, 15 minutes will be set aside for Open Podium.
2. A speaker must complete a speaker slip if intending to speak.
3. Comments shall be limited to three minutes per person. Total time allotted to public comment shall not exceed 15 minutes without the consent of the Town Supervisor.
4. Comments shall be directed to the Board as a whole, and not to individual members.
5. Comments shall be presented in a courteous manner, and not in a threatening or abusive manner.
6. It shall be the decision of the Town Supervisor if it is appropriate to respond to a question.
7. In the interest of allowing all viewpoints to be heard the Town Supervisor may ask speakers expressing similar viewpoints to elect one person from the group to speak on their behalf.
8. As time is limited, not all speakers may have a chance to speak, but they are welcomed to leave comments in writing at the meeting, attend a future meeting, or contact the Town, Town Supervisor, or Board Members via phone, meeting, or email beyond the meeting.
9. Discussion between speakers and attendees should be respectful. A speaker may disagree with or support prior speakers in comments directed to the Town Board.
10. In the case of a Public Hearing, and at the discretion of the Town Supervisor, speakers may be allowed to speak a second time, once everyone has been allowed to speak once.
11. If, in the opinion of the Town Supervisor, comments by a member of the public during the Open Podium, Public Hearing, or Special Public Information Meeting are not related to Town business or in any other way violates these Rules, the Town Supervisor will notify the speaker to either re-direct their comments to Town business or otherwise follow the Rules. If the individual persists to violate these Rules, they will be asked to stop speaking. If after a final warning, the speaker refuses to step down, the Town Supervisor may have the person removed from the Town Board meeting room.

## REGULAR TOWN BOARD AGENDA

While an agenda is not required, the Town Board believes to the extent possible, an agenda should be prepared before a regularly scheduled meeting. The agenda is prepared by the Town Clerk by the Friday before the next regularly scheduled Town Board Meeting and should be provided and posted for the public by the close of business on the day prior to the Town Board Meeting.

### TOWN BOARD

1. Town Board members must be recognized by the Town Supervisor before making motions and speaking.
2. A member, once recognized, shall not be interrupted when speaking unless to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and, if in order, such member shall be permitted to proceed.
3. There is no limit on the number of times a member may speak on a question.
4. A member may, with permission of the Town Supervisor, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
5. All members shall refrain from personal attacks, personal accusations, irrelevant or unduly repetitious communications or other disruptive behaviors that actually disrupt, disturb or impede the orderly conduct of the business of the Board.

Nothing contained herein shall be construed to limit the rights and responsibilities of a Town Board to conduct meeting under the Laws of the State of New York and the United States of America. Through these rules, it is the intent of the Town Board to offer general guidelines that may make attending Town Board meetings convenient for the public, fair to all Board Members and, above all else, essential for open, transparent and effective local governance.

# Local Law Filing

41 STATE STREET, ALBANY, NY 12231

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(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

## Town of Manlius

Local Law No. Four (4) of the year 2014.

**A local law to authorizing the use of a Best Value award methodology, in the competitive bidding process, for purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the (NYS) Labor Law).**

### Section One (1). Legislative Intent

The State Legislature and Governor amended General Municipal Law §103 on January 27, 2012 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of best value. The state legislation requires political subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process. Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The "best value" standard for selecting goods and services vendors, including janitorial and security contracts, is critical to efforts to use strategic sourcing principles to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors.

The federal government, approximately half the states and many localities have added best value selection processes to their procurement options, in recognition of these advantages. With the increased complexity of the goods and services that municipalities must obtain in order to serve taxpayers, it is critical to consider selection and evaluation criteria that measure factors other than cost in the strictest sense.

Taxpayers are not well served when a public procurement results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality's performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities' needs, including such important goals as the participation of small, minority and women-owned businesses, and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-

needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services.

## **Section Two (2). Authority**

This local law is adopted pursuant to (NYS) General Municipal Law §103.

## **Section Three (3). Definitions.**

“Best value” shall mean the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in (NYS) Executive Law §310(1), (7), (15) and (20), to be used in evaluation of offers for awarding of contracts for services.

## **Section Four (4). Requirements.**

- A. Where the basis for award is the best value offer, the Town Board shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. The Town Board shall select a formal sealed competitive bidding procurement process in accordance with GML§103 and the Town’s procurement policy and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerers to submit responsive offers; and a balanced and fair method of award. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.
- C. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town Board in its determination of best value.
- D. The Town Board shall develop procedures that will govern the award of contracts on the basis of best value. These procedures shall be included in the Town’s procurement policy and reviewed annually by the Town Board in conjunction with its annual review and approval of the Town’s procurement policy.

## **Section Five (5). SEVERABILITY.**

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstances is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances. Further, in adjudging such invalid provision, the court shall attempt to modify same to a provision which is not invalid, illegal or unconstitutional and which best achieves the intent of the invalid provision.

## Section Six (6). EFFECTIVE DATE.

This Local Law shall take effect upon its filing in the office of the Secretary of State and shall apply to the assessment rolls prepared on the basis of taxable status dates occurring on or after such date.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

### 1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. 4 of 2014 of the (County)(City)(Town)(Village) of Manlius was duly passed by the Town Board of the Town of Manlius on November 5, 2014 in accordance with the applicable provisions of law.

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_, 19\_\_, and was (approved)(not approved)(repassed

\_\_\_\_\_ (Name of Legislative Body) \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_, 199\_\_  
(Elective Chief Executive Officer\*)  
disapproval) by the \_\_\_\_\_

in accordance with the applicable provisions of law.

### 3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 199\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_, 19\_\_, and was (approved)(not approved)(repassed after

disapproval) by the \_\_\_\_\_ on \_\_\_\_\_, 19\_\_. Such local law was \_\_\_\_\_ (Elective Chief Executive Officer\*)  
to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_, 19\_\_, in accordance with the applicable provisions of law.

### 4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 19\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_, and was (approved)(not approved)(repassed after  
(Name of Legislative Body)

disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_ Such local law was subject to  
(Elected Chief Executive Officer\*)

permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 19\_\_\_\_, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

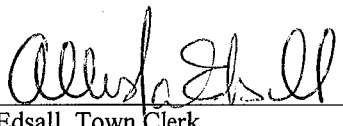
I hereby certify that the local law annexed hereto, designated as local law No \_\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 19\_\_\_\_, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No \_\_\_\_\_ of 19\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 19\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph one (1) above.

  
Allison Edsall, Town Clerk

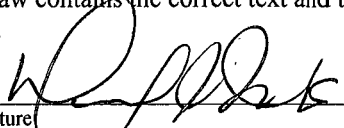
Date: November 5, 2014

(Seal)

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK  
COUNTY OF ONONDAGA

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

  
Signature  
Donald J. Martin

Attorney for  
Title  
County  
City of Manlius

Town ~~Village~~

Date: November 6, 2014

\*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a countywide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

## **2022 Holidays**

|                                  |                             |
|----------------------------------|-----------------------------|
| Martin Luther King Day           | Monday, January 17, 2022    |
| Presidents' Day                  | Monday, February 21, 2022   |
| Good Friday (1/2 day)            | Friday, April 15, 2022      |
| Memorial Day                     | Monday, May 30, 2022        |
| Juneteenth                       | Monday, June 20, 2022       |
| Independence Day                 | Monday, July 4, 2022        |
| Labor Day                        | Monday, September 5, 2022   |
| Columbus Day + Indigenous People | Monday, October 10, 2022    |
| Veterans' Day                    | Friday, November 11, 2022   |
| Thanksgiving Day                 | Thursday, November 24, 2022 |
| Day after Thanksgiving           | Friday, November 25, 2022   |
| Christmas Day                    | Monday, December 26, 2022   |
| New Year's Day                   | Monday, January 2, 2023     |

## **Banks**

M&T Bank

Key Bank of New York

NY Class

Pathfinder Bank

Investments – Savings & Certificate of Deposit

A model investment policy was adopted 11/26/97

Town of Manlius  
2022 Town Board Official Meeting Schedule

The following Town of Manlius Town Board Meetings will be held at Town Hall at 301 Brooklea Dr. Fayetteville NY 13066 in the Board Room at 6:30 p.m.

|             |           |              |
|-------------|-----------|--------------|
| January 12  | May 11    | September 14 |
| January 26  | May 25    | September 28 |
| February 9  | June 8    | October 12   |
| February 23 | June 22   | October 26   |
| March 9     | July 13   | November 2   |
| March 23    | July 27   | November 16  |
| April 13    | August 10 | December 7   |
| April 27    | August 24 | December 21  |

*2023 Organizational Meeting – January 4, 2023*

## Budget Workshops 2022

September 7, 2022 – 4:00 PM

September 14, 2022 – 4:00 PM

41. Salaries:

Motion to approve salaries as listed here and in the approved budget

|                          |                        |              |
|--------------------------|------------------------|--------------|
| Supervisor               | John Deer              | \$40,881     |
| Deputy Supervisor        | Sara Bollinger         | \$ 1,000     |
| Councilor                | Sara Bollinger         | \$12,911     |
| Councilor                | Elaine Denton          | \$12,911     |
| Councilor                | Katelyn Kriesel        | \$12,911     |
| Councilor                | William Nicholson      | \$12,911     |
| Councilor                | Heather Allison Waters | \$12,911     |
| Councilor                |                        | \$12,911     |
|                          |                        |              |
| Highway                  |                        |              |
| Superintendent           | Robert Cushing         | \$88,868     |
| Secretary to H'way Supt. | Janet Vollmer          | \$42,432     |
|                          |                        |              |
| Town Clerk               | Allison Weber          | \$57,210     |
| Deputy Clerk             | Deborah Witzel         | \$41,032     |
| Deputy Clerk             | Lisa Beeman            | \$40,531     |
| Clerk I                  | Tina Galvin            | \$39,925     |
|                          |                        |              |
| Records Officer          | Allison Weber          | \$4,000      |
|                          |                        |              |
| Receiver of Taxes        | Laura Peschel          | \$52,207     |
| Typist I                 | Sharon Lake            | \$18,578     |
| Clerk I                  | Reba Oper              | \$16.81/hour |
|                          |                        |              |
| Assessor                 | Patrick Duffy          | \$89,905     |
| Real Prop. Appraiser     | Cristine Del Fuoco     | \$54,838     |
| Assessment Clerk         | Kristin Howe           | \$41,000     |
| Clerk I                  | Pilar Lyons            | \$32,800     |
| Clerk I                  | Ryan Tyreman           | \$32,800     |
|                          |                        |              |
| Justice                  | Salvatore Pavone       | \$36,374     |
| Justice                  | David Rothschild       | \$36,374     |
| Clerk to Justice         | Janet Stanley          | \$52,783     |
| Clerk to Justice         | Jeanette Zacharias     | \$51,583     |
| Dep. Clerk to Court      | Megan Vieau            | \$19.00/hour |
|                          |                        |              |
| Rec. Director            | Peggy Kenyon           | \$73,339     |
| Rec. Supervisor          | Kristine Zingaro       | \$55,569     |
| Rec. Supervisor/Adm.     | Elaine Ferguson        | \$48,000     |
|                          |                        |              |
| Custodial Worker I       | Christopher Pecht      | \$20.47/hour |

|                          |                    |                   |
|--------------------------|--------------------|-------------------|
| Town Manager             | Ann Oot            | \$73,544          |
| Deputy Town Manager      | Kayandra Blythe    | \$40,000          |
| Trash/Brush Liaison      | Sharon Lake        | \$18,669          |
| Code Enforcement Officer | Thomas Poitras     | \$58,500          |
| Dep.Code Enf. Officer    | David Corbett      | \$19.53/hour      |
| Dep. Code Enf Officer    | Michael Grevelding | \$21.57/hour      |
| Town Historian           | Barbara Rivette    | \$4,000           |
| Planning Chairman        | Joseph Lupia       | \$3,090 per year  |
| Planning Board           | 7 members @        | \$3,471 per year  |
| Secretary                | Lisa Beeman        | \$6,000/year      |
| ZBA Chairman             |                    | \$125 per meeting |
| ZBA                      | 4 members @        | \$100 per meeting |
| Secretary                | Deborah Witzel     | \$3,000/year      |
| Police Committee Sec'y   | Allison Weber      | \$100 per meeting |
| Tree Commission Sec'y    | Tina Galvin        | \$1,500/year      |
| Crossing Guard           | Tom Peschel        | \$15.40/hour      |
| Crossing Guard           | Albert Smith       | \$15.40/hour      |
| Board of Assessment      | Arnold Poltenson   | \$45.00/hour      |
| Board of Assessment      | Celeste Greiner    | \$40.00/hour      |
| Board of Assessment      | Fred Lutzen        | \$40.00/hour      |
| Recreation Leader        | Darlene Houghton   | \$17.50/hour      |
| Recreation Leader        | Joanne Smith       | \$17.70/hour      |
| Recreation Attend.       | Mark Kenyon        | \$14.50/hour      |
| Recreation Attend.       | Honesty DeWolf     | \$14.50/hour      |
| Recreation Attend.       | Thomas Kenyon      | \$14.10/hour      |

## Town of Manlius Police

|                         |                     |            |
|-------------------------|---------------------|------------|
| Chief                   | Michael Crowell     | \$110,337  |
| Captain                 | Kevin Schafer       | 103,614    |
| Captain                 | Jeffrey Slater      | 103,614    |
| Lieutenant              | Tina Marie Stanton  | 95,025     |
| Sergeants               | Ross Carnie         | 84,265     |
|                         | Michael Desalvatore | 84,265     |
|                         | Kenneth Hatter      | 84,265     |
|                         | Benjamin Lesperance | 84,265     |
|                         | Gregory Snyder      | 84,265     |
| Police Officers         | Matthew Applebee    | 70,678     |
|                         | James Badger        | 67,067     |
|                         | Katlyn Beebe        | 67,067     |
|                         | Adam Bezek          | 77,941     |
|                         | Triston Campbell    | 75,526     |
|                         | Daniel Carr         | 67,067     |
|                         | Zackary Clarke      | 67,067     |
|                         | Anthony Compoli     | 57,999     |
|                         | Patrick Connelly    | 77,941     |
|                         | Louis Dashno        | 77,941     |
|                         | Daniel Filip        | 77,941     |
|                         | Damien Golden       | 77,941     |
|                         | Mitchell Grogan     | 77,941     |
|                         | Rebecca Kammar      | 77,941     |
|                         | Phillip Knittel     | 70,678     |
|                         | Justin Lefebvre     | 77,941     |
|                         | Matthew Mills       | 57,999     |
|                         | Angela Palmer       | 77,941     |
|                         | Ryan Perrin         | 57,999     |
|                         | Julia Quinlan       | 70,678     |
|                         | Daniel Schreiner    | 77,941     |
|                         | Brianna Sparks      | 75,526     |
|                         | Nathaniel Spinelli  | 67,067     |
|                         | Daniel Tyrel        | 77,941     |
|                         | Justin Williams     | 57,999     |
|                         | Samuel Williams     | 75,526     |
| Special Patrol Officers | Brian Damon         | 33.00/hour |
|                         | George Hack         | 33.00/hour |
|                         | Thomas LeRoy        | 33.00/hour |

|          |                   |              |
|----------|-------------------|--------------|
| Clerk 1  | Sharon Barkauskas | \$22.68/hour |
| Clerk 1  | Rachel Pollack    | \$19.99/hour |
| Clerk 1  | Jade Taggart      | \$19.99/hour |
| Mechanic | Steven Brookins   | \$24.75/hour |
| Laborer  | Jacqueline Thoms  | \$20.00/hour |

|                             |          |
|-----------------------------|----------|
| Police Officer Salary Level |          |
| Entry Level                 | \$57,999 |
| Step 1                      | 63,441   |
| Step 2                      | 67,067   |
| Step 3                      | 70,678   |
| Step 4                      | 75,566   |
| Step 5                      | 77,941   |

|                       |        |
|-----------------------|--------|
| Sergeant Salary Level |        |
| Entry Level           | 82,436 |
| Step 1                | 84,265 |

### **Town of Manlius Highway**

|                      | Hourly Rate |
|----------------------|-------------|
| Monty Albanese       | 25.52       |
| John Barnwell        | 28.95       |
| David Barnwell       | 25.52       |
| William Beeman       | 29.59       |
| Thomas Burns         | 28.32       |
| Peter Compoli        | 20.71       |
| David Daniels        | 30.04       |
| Christopher Dardaris | 27.78       |
| Peter Dougherty      | 25.52       |
| Brian Edwards        | 30.22       |
| Albert Emmons        | 25.52       |
| Thomas Emmons        | 27.78       |
| Justin Graser        | 25.13       |
| David Hale           | 28.95       |
| Justin Laroche       | 25.06       |
| Joseph Mapstone      | 28.23       |
| Matthew Pilcher      | 27.33       |
| Matthew Raterman     | 27.78       |
| Derek Rogers         | 25.13       |
| J. Robert Schepp     | 26.70       |
| Paul Stewart         | 28.73       |
| Kenneth Taylor-Roher | 19.62       |
| Mark Tily            | 26.61       |
| Randall Troast       | 27.78       |
| Zachary Van Auken    | 25.13       |
| Gary Vona            | 26.79       |

**Town of Manlius  
Fee Schedule  
Adopted 01-03-2018**

|                                        | <b>Application and Filing Fees</b>                |             |            |
|----------------------------------------|---------------------------------------------------|-------------|------------|
| Code                                   | Application                                       | Residential | Commercial |
| <b>Subdivision 127</b>                 |                                                   |             |            |
| 127-5.1                                | Administrative Division of Land                   | \$50.00     | \$100.00   |
| 127-8                                  | Preliminary Plat up to 4 Lots                     | \$200.00    | \$200.00   |
|                                        | 5 or more lots                                    | \$400.00    | \$400.00   |
|                                        | Amended Preliminary Plat                          | \$200.00    | \$200.00   |
| 127-10                                 | Final Plat if not approved at time of Preliminary | \$100.00    | \$200.00   |
| <b>Zoning 155<br/>Application Fees</b> |                                                   |             |            |
| 155-19                                 | Natural Resource Removal Permit                   | N/A         | \$250.00   |
|                                        | Natural Resource Removal<br>Renewal               | N/A         | \$100.00   |
| 155-21                                 | Mobile Home                                       | \$200.00    | N/A        |
| 155-27                                 | Special Permit                                    | \$250.00    | \$250.00   |
|                                        | Special Permit Renewal                            | \$100.00    | \$100.00   |
| 155-28                                 | Site Plan Approval                                | \$300.00    | \$300.00   |
|                                        | Site Plan Amendment                               | \$50.00     | \$100.00   |
| 155-29                                 | Accessory Use Permit                              | \$300.00    | \$300.00   |
|                                        | Accessory Use Renewal                             | \$100.00    | \$100.00   |
| 155-30                                 | Excavation, Grading, Filling Permit               | \$150.00    | \$300.00   |
| 155-48                                 | Appeals - ZBA Area Variance                       | \$100.00    | \$200.00   |
|                                        | Appeals - ZBA Use Variance                        | \$350.00    | \$400.00   |
| 155-50                                 | Zone Change Request                               | \$300.00    | \$300.00   |

**Town of Manlius  
Fee Schedule  
Adopted 01-03-2018**

| <b>General Construction (N.I.C. Houses)</b>            | Residential | Commercial |
|--------------------------------------------------------|-------------|------------|
| Permit Application and 1st \$1000 of construction cost | \$65.00     | \$100.00   |
| Cost per thousand or fraction thereof                  | \$4.00      | \$5.00     |
| Return Inspection Fee*                                 | \$50.00     | \$50.00    |
| Permit Renewal                                         | \$65.00     | \$100.00   |
| Building without a Permit                              | Double Fee  | Double Fee |
| Rescind Stop Work Order                                | \$50.00     | \$100.00   |
| Plan Review, No Permit Issued                          | 50% of fee  | 50% of fee |
| Building Demolition                                    | \$65.00     | \$100.00   |
| Sign Installation                                      | \$100.00    | \$100.00   |

|                                                                                                                                                                                  |            |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| Pool Permit                                                                                                                                                                      | \$100.00   | \$100.00 |
| Decks                                                                                                                                                                            | \$75.00    |          |
| Fireplace                                                                                                                                                                        | \$75.00    |          |
| Generator                                                                                                                                                                        | \$75.00    |          |
| Shed                                                                                                                                                                             | \$75.00    |          |
|                                                                                                                                                                                  |            |          |
| <b>New Residential Housing ***</b>                                                                                                                                               |            |          |
| Up to 1500 square feet                                                                                                                                                           | \$600.00   | N/A      |
| 1501 to 2000 square feet                                                                                                                                                         | \$800.00   | N/A      |
| 2001 to 2500 square feet                                                                                                                                                         | \$1,000.00 | N/A      |
| 2501 to 3000 square feet                                                                                                                                                         | \$1,200.00 | N/A      |
| 3001 to 4000 square feet                                                                                                                                                         | \$1,400.00 | N/A      |
| 4001 to 5000 square feet                                                                                                                                                         | \$1,600.00 | N/A      |
| each additional 100 sf                                                                                                                                                           | \$200.00   | N/A      |
|                                                                                                                                                                                  |            |          |
| * If work is not ready for inspection as requested                                                                                                                               |            |          |
| *** square footage of house, excluding garage and unfinished basement space. Discrepancies or added square feet will be addressed prior to issuance of Certificate of Occupancy. |            |          |
|                                                                                                                                                                                  |            |          |
| <b>Miscellaneous Fees</b>                                                                                                                                                        |            |          |
| Zoning Research Letter                                                                                                                                                           | \$30.00    |          |
| Annexation                                                                                                                                                                       | \$600.00   |          |
| Highway Agreement*                                                                                                                                                               | \$700.00   |          |
| Special Districts                                                                                                                                                                | \$600.00   |          |
| Zoning and Road Maps                                                                                                                                                             | \$20.00    |          |
| Zoning Ordinance Booklet                                                                                                                                                         | \$12.00    |          |
| Subdivision Booklet                                                                                                                                                              | \$7.00     |          |
| * Security for Highway Development. Amount to be determined by the Highway Superintendent and the Town Engineer based on current construction costs.                             |            |          |

## Town Clerk Fee Schedule

| Type                      | Amount                                                                                                   |
|---------------------------|----------------------------------------------------------------------------------------------------------|
| Marriage License          | \$40.00                                                                                                  |
| Marriage Certified Copies | \$10.00                                                                                                  |
| Dog (Altered)             | \$10.00                                                                                                  |
| Dog (Unaltered)           | \$18.00                                                                                                  |
| Decals                    | Per Ag. & Markets Schedule                                                                               |
| Dog Impoundments          | 1 <sup>st</sup> offense \$ 50.00<br>2 <sup>nd</sup> offense \$100.00<br>3 <sup>rd</sup> offense \$250.00 |
| Passports                 | \$35.00                                                                                                  |
| Games of Chance Licenses  | \$25.00                                                                                                  |
| Peddlers Permit           | \$50.00                                                                                                  |
| Zoning Maps               | \$20.00                                                                                                  |
| Zoning Ordinances         | \$12.00                                                                                                  |

## TOWN OF MANLIUS OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Manlius hereby require the Supervisor, Deputy Supervisor, Town Clerk, Tax Receiver, Town Justices and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Manlius approve the document entitled “Town of Manlius Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as, the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

### **TOWN OF MANLIUS OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, **John Deer**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Supervisor of the Town of Manlius, and

WHEREAS, **Allison Weber**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Clerk of the Town of Manlius, and

WHEREAS, **Laura Peschel**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Tax Receiver of the Town of Manlius, and

WHEREAS, **David Rothschild**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **Salvatore Pavone**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Town Justice of the Town of Manlius, and

WHEREAS, **Robert Cushing**, of the Town of Manlius, County of ONONDAGA, New York, has been elected to the Office of Superintendent of Highways of the Town of Manlius, and

WHEREAS, **Sara Bollinger**, of the Town of Manlius, County of ONONDAGA, New York, has been appointed to the position of Deputy Supervisor of the Town of Manlius, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Manlius that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

The Town does and shall maintain insurance coverage, presently with American Alternative Insurance Corp. , in the sum of \$1,000,000.00 public official liability: \$3,000,000 umbrella policy for all employees and NGM Insurance Corp., (commercial crime policy) in the sum of \$100,000 for all employees and additional \$900,000 for the Supervisor, \$1,900,000 for the Tax Collector, \$400,000 for each Town Justice, \$400,000 for Deputy Supervisor and \$400,000 for the Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered hereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered hereunder.

Dated January 05, 2022

Town of Manlius

---

Town Supervisor

---

Town Clerk

---

Tax Receiver

---

Town Justice

---

Town Justice

---

Highway Superintendent

---

Deputy Town Supervisor

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **John Deer**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

---

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Allison Weber**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Town Clerk** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

---

Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Laura Peschel**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as **Tax Receiver** and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Cushing**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Highway Superintendent** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
SS:  
COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **David Rothschild**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Salvatore Pavone**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Town Justice** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

---

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

On the \_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Sara Bollinger**, personally know to me or provided me or provided me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Deputy Town Supervisor** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

---

Notary Public

---

|                                                                                                                                                                                               |                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p><b>IN THE MATTER</b></p> <p><b>Of</b></p> <p><b>GRANTING TAXPAYER RELIEF BY<br/>EXTENDING THE SENIOR AND<br/>INDIVIDUAL WITH DISABILITIES AND<br/>LIMITED INCOME EXEMPTION TO 2022</b></p> | <p><b>RESOLUTION AUTHORIZING<br/>AND IMPLEMENTING<br/>EXECUTIVE ORDER 11.1</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

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The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 5<sup>th</sup> day of January, 2022, at 6:30 p.m. The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

|                        |            |
|------------------------|------------|
| John T. Deer           | Supervisor |
| Sara W. Bollinger      | Councilor  |
| Elaine M. Denton       | Councilor  |
| Katelyn M. Kriesel     | Councilor  |
| William Nicholson      | Councilor  |
| Heather Allison Waters | Councilor  |

The following resolution was moved, seconded, and adopted with the following vote:

|           |       |
|-----------|-------|
| Deer      | _____ |
| Bollinger | _____ |
| Denton    | _____ |
| Kriesel   | _____ |
| Nicholson | _____ |
| Waters    | _____ |

**WHEREAS**, the state disaster emergency related to COVID-19 has resulted in limited hours in municipal offices and rendered many seniors and individuals with disabilities homebound; and

**WHEREAS**, many seniors and individual with disabilities do not have the ability to file their real property tax exemption applications in person due to safety precautions and lack the ability to file such applications online; and

**WHEREAS**, Governor Hochul has issued Executive Order 11.1, which grants local governments the ability to adopt a resolution extending the exemption status for those seniors and individuals with disabilities entitled to certain real property tax exemptions;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Manlius Town assessor shall extend the 2021 exemptions status for those individuals receiving the senior exemption and the person with disabilities and limited income exemption through 2022 without a renewal application except in the circumstances described below; and be it

**FURTHER RESOLVED** that the assessor may require a renewal application if he or she believes that an owner that qualified for the 2021 exemption has since changed their primary residence, added another owner to the deed, transferred the property to a new owner, or died.

**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 5<sup>th</sup> day of January, 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 5<sup>th</sup> day of January, 2022.

DATED:        January 5, 2022  
                  Fayetteville, New York

---

**ALLISON WEBER**  
**Town Clerk of the Town of**  
**Manlius**



December 29, 2021

Allison Weber, Town Clerk  
TOWN OF MANLIUS TOWN BOARD  
301 Brooklea Drive  
Fayetteville, New York 13066

RE: Twin Shores – Fietta Properties  
Town of Manlius, Onondaga County, New York  
PROPERTY RE-ZONE REQUEST  
TDK Project No: 2021054

Dear Ms. Weber:

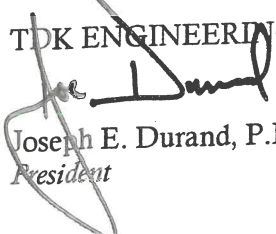
On behalf of our client, Twin Shores Properties, LLC, we are requesting to have the above-referenced project placed on the Town board meeting agenda for Wednesday, January 5, 2021. Enclosed for your review and distribution is an initial zone change application package that includes the following items:

- ✦ *Town of Manlius Zone Change Application* [12 copies]
- ✦ *Town of Manlius Disclosure Affidavit* [12 copies]
- ✦ *Corporate Acknowledgement* [12 copies]
- ✦ *Full Environmental Assessment Form* [12 copies]
- ✦ *Legal Description of Premises* (Dated 2021-12-27) [12 copies]
- ✦ *CNY Land Surveying Boundary Survey* (Dated 2021-12-28) [12 copies]
- ✦ *Zone Change Plan (Sheet ZN-1)* [12 copies]
- ✦ *Initial Zone Change Review Fee payment in the amount of \$300.00.*

We are also including an electronic copy of the submittal package on a thumb drive. If you have any questions or require anything additional, please give us a call.

Sincerely,

TDK ENGINEERING ASSOCIATES, P.C.

  
Joseph E. Durand, P.E.  
President

JED/SKO

Enclosure(s)

Cc: John Charters (w/enc. – via email)  
David Neuman (w/enc. - via email)

David Herkala, Esq. (w/enc. – via email)  
Thomas Cerio, Esq. (w/enc. – via email)

**TOWN OF MANLIUS  
ZONE CHANGE APPLICATION**

1. Name of Person applying for Zone Change Twin Shores Properties, LLC  
Address of person applying 1333 13th Street, East Moline, IL 61244  
Cell Number 315-729-8459 (local) Phone Number 563-449-5541
2. Name: (owner of record) of land where Zone Change would occur Fietta Realty Corporation  
Address (owner of record) P.O. Box 449, Fayetteville, NY 13066  
Cell Number (owner of record) 315-729-1121 Phone Number \_\_\_\_\_
3. Tax Map Number of property where Zone Change would occur 086.-02-02.1, 03.0, 04.1, 05.1, 05.3, 06.1
4. Is this property located in a flood hazard area? Yes  
If so, what flood area is the property in it in?  
100 Year Flood Plain (FIRM Map No.: 36067C0242F)
5. Present zoning classification of property R-1, RA, and NS
6. Desired zoning classification RA, C-B, and C-A  
Reason for Change of Zone (use additional sheets if necessary) Provide proper zoning classification for commercial development along North Burdick Street, and consolidate RA zone for future residential development.
7. What is lot size? 128.9 acres
8. If the Zone Change is granted, will the use of the property conform to the District regulations as stated in Chapter 155 Article III of the Town of Manlius Municipal Code? Yes
9. Is the property within the protectively zoned area of a housing project authorized under the public housing law? No
10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county, state park or parkway? Yes  
If yes, please specify Erie Canal Trail and Limestone Little League Park
11. Is the property within five hundred (500) feet from the boundary of any existing or proposed County or State park or other recreation area, or from the right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or from the existing or proposed right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines, or from the existing or proposed boundary of any county or state owned land on which a public building or institution is situated? Yes

If yes, please specify Erie Canal Trail

12. List the uses of all abutting property Commercial and Residential

State Parkland

13. The following must be included with your 12 application packets unless otherwise specified and/or specifically waived by the Town Board:

- An environmental assessment form which can be obtained from the Town Clerk, or an environmental impact statement.
- Copy of a survey of the premises certified by a New York State licensed surveyor.
- Legal description of the premises.
- This application must be signed by both the owner of record of the property and the applicant.

The failure to answer any question on this application, the failure to submit any item as specified or the failure to execute this application will result in a delay in the processing of the application.

Date

12/29/21



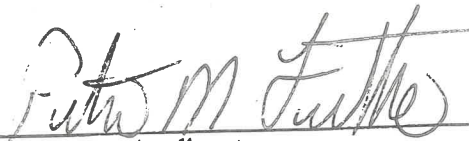
Applicant 1

Date

Applicant 2

Date

12/28/21



Applicant

## TOWN OF MANLIUS

### DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit.*

STATE OF NEW YORK       )  
                                          ) SS:  
COUNTY OF ONONDAGA    )

I. David Neuman, being duly sworn, deposes and says that (s) he is:

Applicant

(applicant, petitioner, corporation officer, property owner, etc.)

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

- A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.
- B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:
  - 1) is the applicant, or
  - 2) is an officer, director, partner or employee of the applicant, or
  - 3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
  - 4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.
- C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
- D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

~~OR~~

~~If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal Law has any interest in this application, the full particulars are provided on an attached sheet.~~

Date: Dec 29, 2021

David Neuman

(Print Name)

David Neuman

(Signature)

Twin Shores Properties, LLC

(Entity Name)

By (Officer)

(Title)

7120 Thorntree Hill Dr. Fayetteville, NY 13066

(Mailing Address of Applicant)

315-729-8459

(Telephone Number)

Date: December 29, 2021

(Print Name)

(Signature)

(Entity Name)

By (Officer)

(Title)

(Mailing Address of Applicant)

(Telephone Number)

### ACKNOWLEDGEMENTS

STATE OF NEW YORK )

) SS:

COUNTY OF ONONDAGA )

On this 29 day of December in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared David Neuman,

and \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

\_\_\_\_\_  
Notary Public

THOMAS J. CERIO  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 02CE5059023  
Commission Expires April 22, 22

**CORPORATE ACKNOWLEDGEMENT**

STATE OF NEW YORK )

) SS:

COUNTY OF ONONDAGA )

David Neuman, being duly sworn, deposes and says the  
s(he) is the principal of Twin Shore Properties LLC  
corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and  
knows the contents thereof; that the same is true of s(he) own knowledge, except as to those matters  
therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be  
true.

T. D. Neuman  
Applicant Signature

Subscribed to me before this day  
Of \_\_\_\_\_, 20\_\_\_\_

Thomas J. Cerio  
Notary Public

THOMAS J. CERIO  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 02CE5059023  
Commission Expires April 22, 22

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------|
| Name of Action or Project:<br>Twin Shores - Fietta Properties Zone Change                                                                                                                                                                                                                                                                                                                                                                            |           |                                                                 |
| Project Location (describe, and attach a general location map):<br>North Burdick Street, Manlius, New York (see attached)                                                                                                                                                                                                                                                                                                                            |           |                                                                 |
| Brief Description of Proposed Action (include purpose or need):<br>Twin Shores Properties, LLC is proposing to change the zoning classification of the subject property for future development. The site currently includes six (6) parcels classified as R-1 (Residential), RA (Restricted Agricultural), and NS (Neighborhood Shopping). Twin Shores is proposing to re-zone so that the site contains RA, C-A (Commercial), and C-B (Commercial). |           |                                                                 |
| Name of Applicant/Sponsor:<br>Twin Shores Properties, LLC                                                                                                                                                                                                                                                                                                                                                                                            |           | Telephone: 563-449-5541<br>E-Mail:                              |
| Address: 1333 13th Street                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                                                                 |
| City/PO: East Moline                                                                                                                                                                                                                                                                                                                                                                                                                                 | State: IL | Zip Code: 61244                                                 |
| Project Contact (if not same as sponsor; give name and title/role):<br>David Neuman                                                                                                                                                                                                                                                                                                                                                                  |           | Telephone: 315-729-8459 (local)<br>E-Mail: dneuman66@icloud.com |
| Address:<br>7120 Thorntree Hill Drive                                                                                                                                                                                                                                                                                                                                                                                                                |           |                                                                 |
| City/PO: Fayetteville                                                                                                                                                                                                                                                                                                                                                                                                                                | State: NY | Zip Code: 13066                                                 |
| Property Owner (if not same as sponsor):<br>Fietta Realty Corporation                                                                                                                                                                                                                                                                                                                                                                                |           | Telephone: 315-729-1121<br>E-Mail:                              |
| Address:<br>5250 Owera Point                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                                                                 |
| City/PO: Cazenovia                                                                                                                                                                                                                                                                                                                                                                                                                                   | State: NY | Zip Code: 13035                                                 |

## B. Government Approvals

| B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)                                                                                        |                                                    |                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------|
| Government Entity                                                                                                                                                                                                                     | If Yes: Identify Agency and Approval(s) Required   | Application Date (Actual or projected) |
| a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees                                                                                                         | Town of Manlius Town Board                         |                                        |
| b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission                                                                                                             | Town of Manlius Planning Board                     |                                        |
| c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals                                                                                                                             |                                                    |                                        |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                           | Village of Fayetteville                            |                                        |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                | Syracuse - Onondaga County Planning Agency (SOCPA) |                                        |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                              |                                                    |                                        |
| g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                 |                                                    |                                        |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                               |                                                    |                                        |
| i. Coastal Resources. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? |                                                    |                                        |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>                       |                                                    |                                        |
| iii. Is the project site within a Coastal Erosion Hazard Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>                                                                 |                                                    |                                        |

## C. Planning and Zoning

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>C.1. Planning and zoning actions.</b><br>Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>• If Yes, complete sections C, F and G.<br>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 |  |
| <b>C.2. Adopted land use plans.</b><br>a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, identify the plan(s):<br>_____<br>_____<br>_____                                                                                         |  |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, identify the plan(s):<br>_____<br>_____<br>_____                                                                                                                                                           |  |

|                                                                                                                                                                                                                                                                                        |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>C.3. Zoning</b>                                                                                                                                                                                                                                                                     |                                                                     |
| a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.<br>If Yes, what is the zoning classification(s) including any applicable overlay district?<br>RA (Restricted Agricultural), NS (Neighborhood Shopping), and R-1 (Residential) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is the use permitted or allowed by a special or conditional use permit?                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| c. Is a zoning change requested as part of the proposed action?<br>If Yes,<br>i. What is the proposed new zoning for the site? RA (Restricted Agricultural), CA (Commercial), and CB (Commercial)                                                                                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>C.4. Existing community services.</b>                                                                                                                                                                                                                                               |                                                                     |
| a. In what school district is the project site located? Fayetteville-Manlius School District                                                                                                                                                                                           |                                                                     |
| b. What police or other public protection forces serve the project site?<br>Town of Manlius Police Department                                                                                                                                                                          |                                                                     |
| c. Which fire protection and emergency medical services serve the project site?<br>Manlius Fire Department and CNY EMS                                                                                                                                                                 |                                                                     |
| d. What parks serve the project site?<br>Old Erie Canal State Park, Town of Manlius Parks and Recreation                                                                                                                                                                               |                                                                     |

#### D. Project Details

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>D.1. Proposed and Potential Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                          |
| a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Project development details have not been finalized and will be provided with site plan review, as required.                                                                                                                                                                                                                                                                                                     |                                                          |
| b. a. Total acreage of the site of the proposed action? _____ acres<br>b. Total acreage to be physically disturbed? _____ acres<br>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres                                                                                                                                                                                                                                                                                              |                                                          |
| c. Is the proposed action an expansion of an existing project or use?<br>i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Is the proposed action a subdivision, or does it include a subdivision?<br>If Yes,<br>i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____<br>ii. Is a cluster/conservation layout proposed? _____<br>iii. Number of lots proposed? _____<br>iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____                                                                                                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e. Will the proposed action be constructed in multiple phases?<br>i. If No, anticipated period of construction: _____ months<br>ii. If Yes:<br>• Total number of phases anticipated _____<br>• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year<br>• Anticipated completion date of final phase _____ month _____ year<br>• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____<br>_____<br>_____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |

|                                                                                                                                                                                          |                   |                   |                     |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, show numbers of units proposed. |                   |                   |                     |                                       |
|                                                                                                                                                                                          | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase                                                                                                                                                                            | _____             | _____             | _____               | _____                                 |
| At completion of all phases                                                                                                                                                              | _____             | _____             | _____               | _____                                 |

|                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes,                               |  |
| i. Total number of structures _____<br>ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length<br>iii. Approximate extent of building space to be heated or cooled: _____ square feet |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes,                                                                                                                                                                                                                                                                                                                                                                                             |  |
| i. Purpose of the impoundment: _____<br>ii. If a water impoundment, the principal source of the water: <span style="float: right;"><input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify:</span><br>iii. If other than water, identify the type of impounded/contained liquids and their source. _____<br>iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres<br>v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length<br>vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ |  |

**D.2. Project Operations**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes:                                                                             |  |
| i. What is the purpose of the excavation or dredging? _____<br>ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?<br>• Volume (specify tons or cubic yards): _____<br>• Over what duration of time? _____<br>iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____<br>_____<br>_____                             |  |
| iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, describe. _____<br>_____<br>_____                                                                                                                                                                                                                                   |  |
| v. What is the total area to be dredged or excavated? _____ acres<br>vi. What is the maximum area to be worked at any one time? _____ acres<br>vii. What would be the maximum depth of excavation or dredging? _____ feet <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>viii. Will the excavation require blasting? _____<br>ix. Summarize site reclamation goals and plan: _____<br>_____<br>_____ |  |

|                                                                                                                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes: |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____<br>_____<br>_____                                                                                                                               |  |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

\_\_\_\_\_

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: \_\_\_\_\_ ☐ Yes ☐ No
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_ ☐ Yes ☐ No

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No

If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_ ☐ Yes ☐ No
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                             |
| <p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                         |
| <p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                  |
| <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                  |
| <p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> <li>_____</li> <li>_____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                         |
| <p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                         |
| <p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>                                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                             |

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend  
☐ Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_

---

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_ ☐ Yes ☐ No

iv. Does the proposed action include any shared use parking?

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

---

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

---

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

---

l. Hours of operation. Answer all items which apply.

|                                                                                                                                                                                          |                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No  
 If yes:  
 i. Provide details including sources, time of day and duration: \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No  
 Describe: \_\_\_\_\_

n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No  
 Describe: \_\_\_\_\_

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No  
 If Yes:  
 i. Describe proposed treatment(s): \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
     • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
     • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
     • Construction: \_\_\_\_\_  
     • Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:  
     • Construction: \_\_\_\_\_  
     • Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

| Land use or Covertypes                                                                   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|------------------------------------------------------------------------------------------|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               |                 |                                  |                    |
| • Forested                                                                               |                 |                                  |                    |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) |                 |                                  |                    |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        |                 |                                  |                    |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           |                 |                                  |                    |
| • Wetlands (freshwater or tidal)                                                         |                 |                                  |                    |
| • Non-vegetated (bare rock, earth or fill)                                               |                 |                                  |                    |
| • Other Describe: _____                                                                  |                 |                                  |                    |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No  
If Yes,  
i. Identify Facilities: \_\_\_\_\_  
\_\_\_\_\_

e. Does the project site contain an existing dam? ☐ Yes ☐ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No  
If Yes: ☐ Yes ☐ No  
i. Has the facility been formally closed?  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
\_\_\_\_\_

iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
\_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No  
If Yes: ☐ Yes ☐ No  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  
☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No  
If yes, provide DEC ID number(s): C734106, 734052  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_  
\_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                          |  |
| <ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul> |  |
| <b>E.2. Natural Resources On or Near Project Site</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| a. What is the average depth to bedrock on the project site? _____ feet                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %                                                                                                                                                                                                                                                                 |  |
| c. Predominant soil type(s) present on project site: _____ %<br>_____ %<br>_____ %                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| d. What is the average depth to the water table on the project site? Average: _____ feet                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ % of site<br><input type="checkbox"/> Moderately Well Drained: _____ % of site<br><input type="checkbox"/> Poorly Drained: _____ % of site                                                                                                                                                                                                                                                                       |  |
| f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ % of site<br><input type="checkbox"/> 10-15%: _____ % of site<br><input type="checkbox"/> 15% or greater: _____ % of site                                                                                                                                                                                                                                                                          |  |
| g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, describe: _____                                                                                                                                                                                                                                                                                                        |  |
| h. Surface water features.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                       |  |
| ii. Do any wetlands or other waterbodies adjoin the project site? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                |  |
| If Yes to either i or ii, continue. If No, skip to E.2.i.                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                |  |
| iv. For each identified regulated wetland and waterbody on the project site, provide the following information:                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <ul style="list-style-type: none"> <li>• Streams: Name <u>899-224, 899-222</u> Classification <u>C</u></li> <li>• Lakes or Ponds: Name <u>899-224.3</u> Classification <u>C</u></li> <li>• Wetlands: Name <u>Federal Waters, NYS Wetland, Federal Waters, Fe...</u> Approximate Size <u>NYS Wetland (in a...</u></li> <li>• Wetland No. (if regulated by DEC) <u>SYE-22</u></li> </ul>                                                                                                                  |  |
| v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, name of impaired water body/bodies and basis for listing as impaired: _____<br>Name - Pollutants - Uses: <u>Limestone Creek, Lower, and minor tribs - Pathogens; D.O./Oxygen Demand; Aesthetics - Recreation; Aquatic...</u>                                    |  |
| i. Is the project site in a designated Floodway? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                                 |  |
| j. Is the project site in the 100-year Floodplain? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                               |  |
| k. Is the project site in the 500-year Floodplain? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                                                                               |  |
| l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:                                                                                                                                                                                                                                                                           |  |
| i. Name of aquifer: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>_____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>Northern Long-eared Bat</p> <p>_____</p>                                                                                                                                                     |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                                 |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>                                                                                                                                                                                                                                                                                                            |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>                                                                                                                                                                                                                                                                   |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>                                                                                |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>                                                                                                                                                                                                                                                                                     |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>   |  |
| If Yes: <ul style="list-style-type: none"> <li>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District</li> <li>ii. Name: Eligible property: LIMESTONE CREEK AQUEDUCT &amp; CROSSOVER BRIDGE, Eligible property: 148 North Burdick Street, Fayettevil...</li> <li>iii. Brief description of attributes on which listing is based:<br/>Old Erie Canal Scenic Trail System</li> </ul> |  |
| f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>                                                                                                                                                                |  |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                                                                       |  |
| If Yes: <ul style="list-style-type: none"> <li>i. Describe possible resource(s): _____</li> <li>ii. Basis for identification: _____</li> </ul>                                                                                                                                                                                                                                                                                                                                            |  |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>                                                                                                                                                                                                                                          |  |
| If Yes: <ul style="list-style-type: none"> <li>i. Identify resource: _____</li> <li>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</li> <li>iii. Distance between project and resource: _____ miles.</li> </ul>                                                                                                                                                                    |  |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>                                                                                                                                                                                                                                              |  |
| If Yes: <ul style="list-style-type: none"> <li>i. Identify the name of the river and its designation: _____</li> <li>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> </ul>                                                                                                                                                                    |  |

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

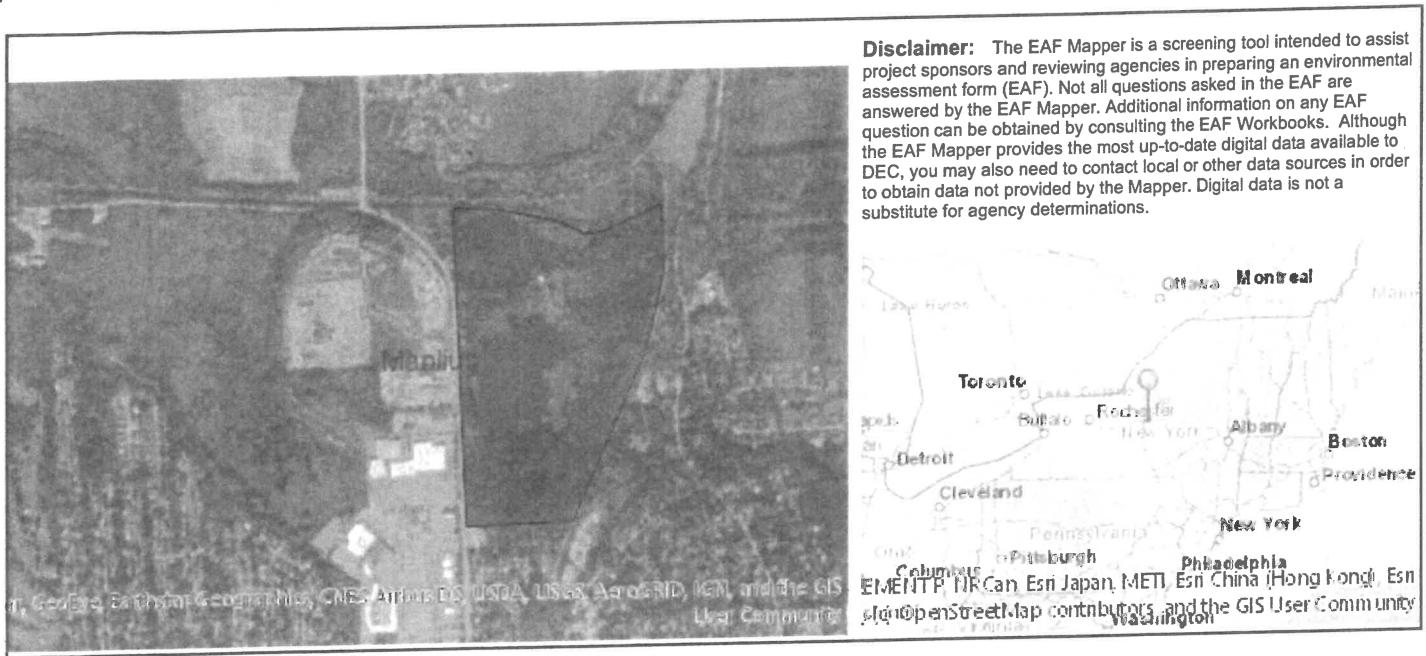
#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name David Neuman Date 12/29/21

Signature  Title \_\_\_\_\_

**PRINT FORM**



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

|                                                                                    |                                                                                                                                   |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| B.1.i [Coastal or Waterfront Area]                                                 | No                                                                                                                                |
| B.1.ii [Local Waterfront Revitalization Area]                                      | No                                                                                                                                |
| C.2.b. [Special Planning District]                                                 | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.                                                  |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History]           | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.                                                  |
| E.1.h.i [DEC Spills or Remediation Site - Listed]                                  | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.                                                  |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook.                                                  |
| E.1.h.iii [Within 2,000' of DEC Remediation Site]                                  | Yes                                                                                                                               |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]                         | C734106, 734052                                                                                                                   |
| E.2.g [Unique Geologic Features]                                                   | No                                                                                                                                |
| E.2.h.i [Surface Water Features]                                                   | Yes                                                                                                                               |
| E.2.h.ii [Surface Water Features]                                                  | Yes                                                                                                                               |
| E.2.h.iii [Surface Water Features]                                                 | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| E.2.h.iv [Surface Water Features - Stream Name]                                    | 899-224, 899-222                                                                                                                  |
| E.2.h.iv [Surface Water Features - Stream Classification]                          | C                                                                                                                                 |
| E.2.h.iv [Surface Water Features - Lake/Pond Name]                                 | 899-224.3                                                                                                                         |
| E.2.h.iv [Surface Water Features - Lake/Pond Classification]                       | C                                                                                                                                 |

|                                                                                         |                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E.2.h.iv [Surface Water Features - Wetlands Name]                                       | Federal Waters, NYS Wetland                                                                                                                                                                                                                                                                    |
| E.2.h.iv [Surface Water Features - Wetlands Size]                                       | NYS Wetland (in acres):892.6                                                                                                                                                                                                                                                                   |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number]                                 | SYE-22                                                                                                                                                                                                                                                                                         |
| E.2.h.v [Impaired Water Bodies]                                                         | Yes                                                                                                                                                                                                                                                                                            |
| E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]                            | Name - Pollutants - Uses:Limestone Creek, Lower, and minor tribs – Pathogens;D.O./Oxygen Demand;Aesthetics – Recreation;Aquatic Life                                                                                                                                                           |
| E.2.i. [Floodway]                                                                       | Yes                                                                                                                                                                                                                                                                                            |
| E.2.j. [100 Year Floodplain]                                                            | Yes                                                                                                                                                                                                                                                                                            |
| E.2.k. [500 Year Floodplain]                                                            | Yes                                                                                                                                                                                                                                                                                            |
| E.2.l. [Aquifers]                                                                       | No                                                                                                                                                                                                                                                                                             |
| E.2.n. [Natural Communities]                                                            | No                                                                                                                                                                                                                                                                                             |
| E.2.o. [Endangered or Threatened Species]                                               | Yes                                                                                                                                                                                                                                                                                            |
| E.2.o. [Endangered or Threatened Species - Name]                                        | Northern Long-eared Bat                                                                                                                                                                                                                                                                        |
| E.2.p. [Rare Plants or Animals]                                                         | No                                                                                                                                                                                                                                                                                             |
| E.3.a. [Agricultural District]                                                          | No                                                                                                                                                                                                                                                                                             |
| E.3.c. [National Natural Landmark]                                                      | No                                                                                                                                                                                                                                                                                             |
| E.3.d [Critical Environmental Area]                                                     | No                                                                                                                                                                                                                                                                                             |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites]          | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.                                                                                                                                                                                        |
| E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name] | Eligible property:LIMESTONE CREEK AQUEDUCT & CROSSOVER BRIDGE, Eligible property:148 North Burdick Street, Fayetteville, Eligible property:150 North Burdick Street, Eligible property:146 North Burdick Street, Eligible property:152 North Burdick Street, Eligible property:101 Garlock Ave |
| E.3.f. [Archeological Sites]                                                            | No                                                                                                                                                                                                                                                                                             |
| E.3.i. [Designated River Corridor]                                                      | No                                                                                                                                                                                                                                                                                             |



DOUGLAS J. REITH, L.S.

N.Y.S. LICENSE 049904

**PROPOSED DESCRIPTION  
PART OF LOT 65  
TOWN OF MANLIUS  
PAGE 1 OF 4**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Manlius, County of Onondaga and State of New York and being part of Lot 65 in said Town and being more particularly described as follows:

**BEGINNING** at the intersection of the common line between lands now or formerly owned by John Messenger as recorded in the Onondaga County Clerk's Office in Liber of Deeds #4102, Page #86 and lands now or formerly owned by Fietta Realty Corporation as recorded in the Onondaga County Clerk's Office in Liber of Deeds #2535, Page #1031 with the southerly line of the Erie Canal (now or formerly State of New York);

**thence** along the southerly line of said Erie Canal, the following:

S.89°06'03"E., a distance of 515.28 feet to a point;

S.79°25'03"E., a distance of 330.00 feet to a point;

S.13°24'57"W., a distance of 198.00 feet to a point;

S.76°35'03"E., a distance of 330.00 feet to a point;

N.13°24'57"E., a distance of 198.00 feet to a point;

S.70°24'03"E., a distance of 155.65 feet to a point;

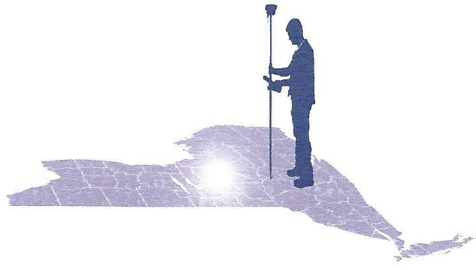
S.60°25'33"E., a distance of 93.60 feet to a point;

S.47°20'23"E., a distance of 44.30 feet to a point;

S.83°52'33"E., a distance of 44.12 feet to a point;

N.86°00'27"E., a distance of 87.65 feet to a point;

N.71°17'37"E., a distance of 81.91 feet to a point;



**PROPOSED DESCRIPTION  
PART OF LOT 65  
TOWN OF MANLIUS  
PAGE 2 OF 4**

N.65°11'57"E., a distance of 646.86 feet to a 3/4" iron rod found at the intersection of the south line of said Erie Canal with the westerly line of the Limestone Creek Feeder (State of New York);

**thence** along the westerly line of said Limestone Creek Feeder, the following:

S.00°36'03"E., a distance of 700.20 feet to a point;

S.06°51'47"E., a distance of 292.50 feet to a 3/4" iron rod found;

S.14°51'47"W., a distance of 580.00 feet to a point;

S.23°09'47"E., a distance of 1,300.00 feet to a point;

S.66°50'13"E., a distance of 12.50 feet to a point;

S.23°04'30"W., a distance of 536.90 feet to a point, said point being the intersection of lands now or formerly owned by Charles and Frances A. Felton as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3363, Page #145 and lands now or formerly owned by Fietta Realty Corporation as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3806, Page #225 with the westerly line of said Limestone Creek Feeder;

**thence** S.86°27'02"W., along the northerly line of said Felton property, the northerly line of lands now or formerly owned by the Village of Fayetteville as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3959, Page #274 and the northerly line of lands now or formerly owned by Skyline Development and Management Company, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #5369, Page #393, passing at 1,119.12 feet an iron rod found and continuing for a total distance of 1,151.40 feet to a point in North Burdick Street, said point being the southwesterly corner of said Fietta Realty Corporation property;

**thence** N.02°33'26"W., along the westerly line of said Fietta Realty Corporation property and in North Burdick Street, a distance of 479.74 feet to a point, said point being the southwesterly corner of lands now or formerly owned by Time Warner Cable Northeast, LLC as recorded in the Onondaga County Clerk's Office in Liber of Deeds #5220, Page #203;



**PROPOSED DESCRIPTION  
PART OF LOT 65  
TOWN OF MANLIUS  
PAGE 3 OF 4**

**thence** N.87°16'46"E., along the southerly line of said Time Warner Cable Northeast, LLC property, passing at 142.59 feet an iron pipe found and continuing for a total distance of 145.31 feet to a point;

**thence** S.03°04'43"E., a distance of 30.00 feet to a point;

**thence** N.87°16'52"E., a distance of 50.00 feet to a point;

**thence** N.02°43'08"W., a distance of 50.00 feet to a point, said point being the intersection of said lands owned by Time Warner Northeast, LLC and lands now or formerly owned by Time Warner Entertainment as recorded in the Onondaga County Clerk's Office in Liber of Deeds #5044, Page #857 with lands now or formerly owned by Fietta Realty Corporation as recorded in the Onondaga County Clerk's Office in Liber of Deeds #2558, Page #564;

**thence** N.29°35'25"W., along the easterly line of said Time Warner Entertainment property, a distance of 179.37 feet to a point;

**thence** S.87°16'52"W., along the northerly line of said Time Warner Entertainment property, passing at 91.70 feet an iron rod found and continuing for a total distance of 115.80 feet to a point in North Burdick Street;

**thence** N.03°09'19"W., along the westerly line of said Fietta property (2535/1031) in North Burdick Street and along the easterly line of said Messinger property, a distance of 2,178.45 feet to the **POINT OF BEGINNING. CONTAINING 128.889 Acres of land more or less.**

**SAVE AND EXCEPT THE FOLLOWING:**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Manlius, County of Onondaga and State of New York and being part of Lot 65 in said Town and being more particularly described as follows:

**COMMENCING** at the intersection of the common line between lands now or formerly owned by Fietta Realty Corporation as recorded in the Onondaga County Clerk's Office in Liber of Deeds #3806, Page #225 and lands now or formerly owned by Charles and Frances A. Felton as recorded in the Onondaga County Clerk's Office in Liber of Deeds # 3363, Page #145 with the westerly line of Limestone Creek Feeder (now or formerly State of New York);



**PROPOSED DESCRIPTION  
PART OF LOT 65  
TOWN OF MANLIUS  
PAGE 4 OF 4**

**thence** N.23°04'30"E., along the westerly line of said Limestone Creek Feeder, a distance of 536.90 feet to a point;

**thence** N.66°50'13"W., continuing along the westerly line of said Limestone Creek Feeder, a distance of 12.50 feet to a point;

**thence** N.23°09'47"E., continuing along the westerly line of said Limestone Creek Feeder, a distance of 20.98 feet to a point;

**thence** N.66°58'03"W., a distance of 27.15 feet to the **POINT OF BEGINNING**, said point being the northeasterly corner of lands now or formerly owned by Village of Fayetteville, as recorded in the Onondaga County Clerk's Office in Liber of Deeds #5163, Page #505;

**thence** S.23°04'52"W., along the easterly line of said Village of Fayetteville property, a distance of 87.30 feet to a point;

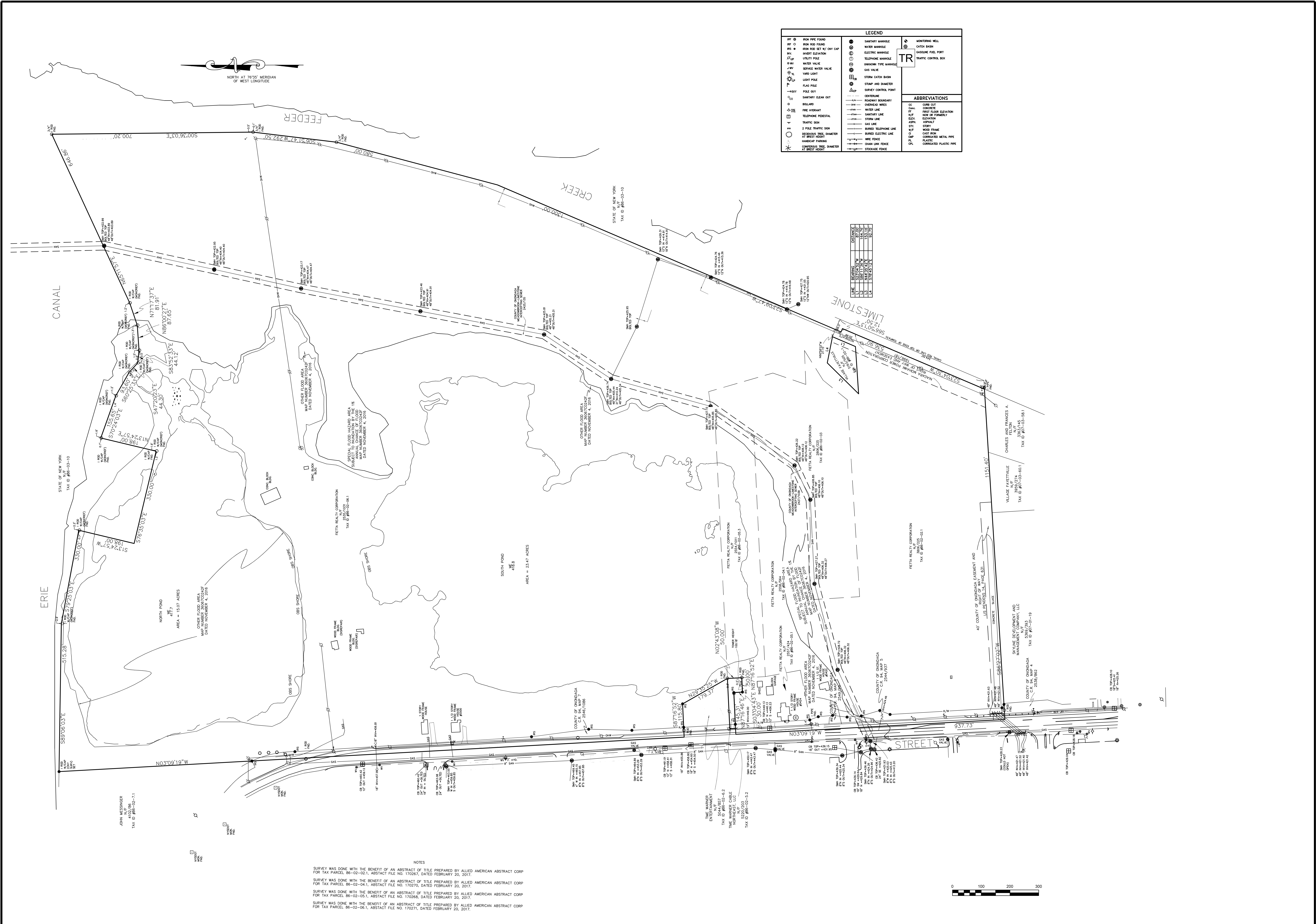
**thence** S.86°11'36"W., along the southerly line of said Village of Fayetteville property, a distance of 164.76 feet to a point;

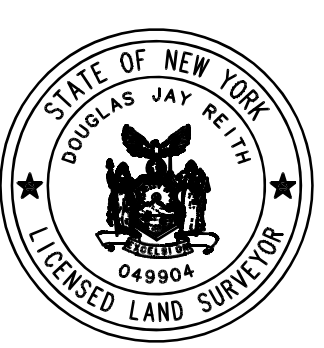
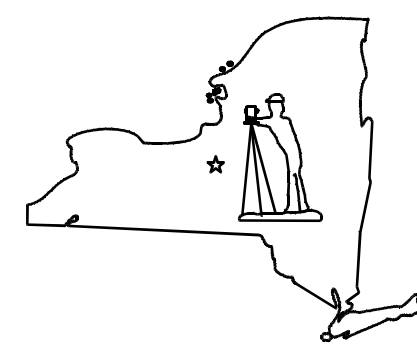
**thence** N.44°35'42"E., along the westerly line of said Village of Fayetteville property, a distance of 153.16 feet to a point;

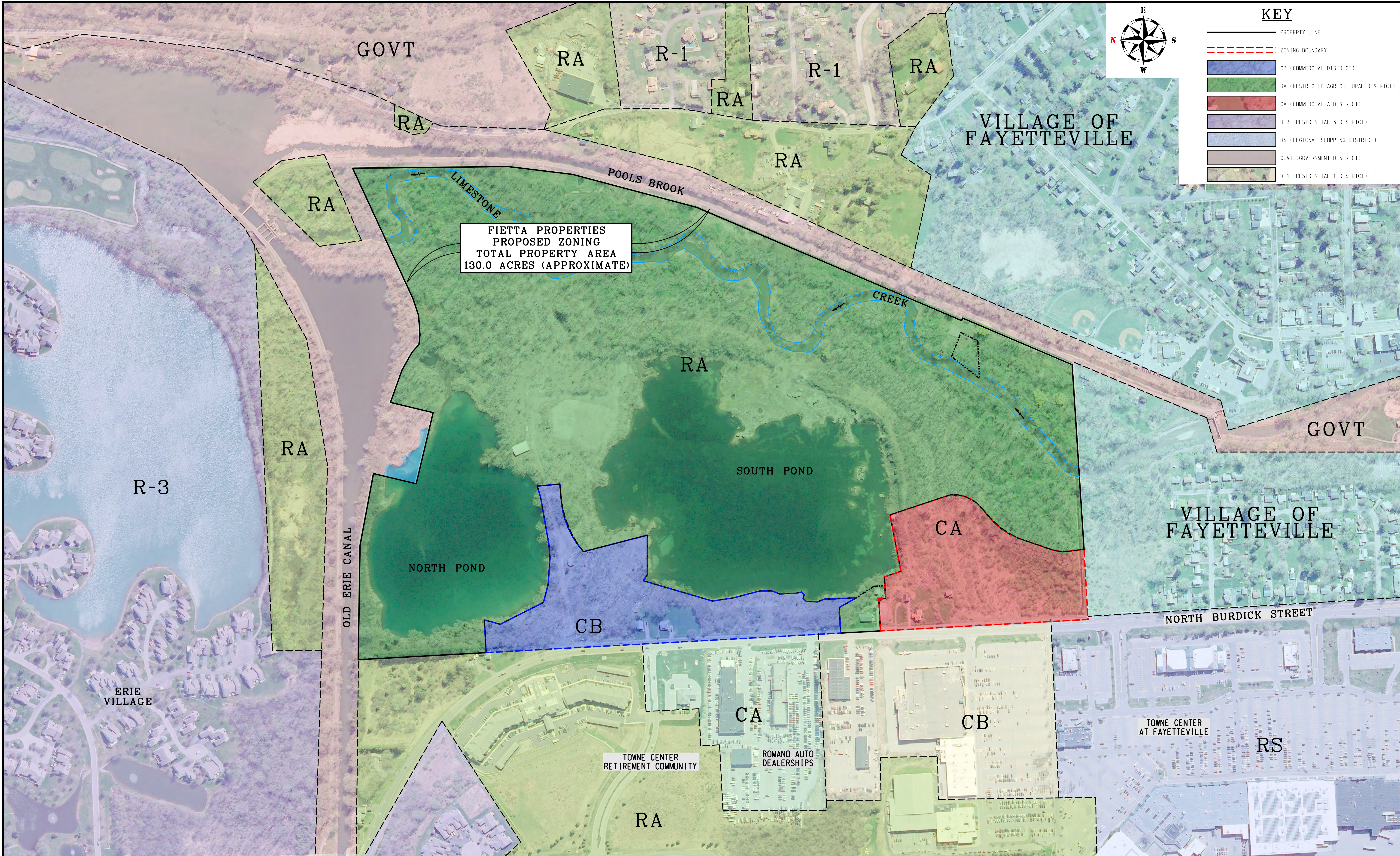
**thence** S.78°45'12"E., along the northerly line of said Village of Fayetteville property, a distance of 92.75 feet to the **POINT OF BEGINNING. CONTAINING 0.283 acre of land more or less.**

The hereinbefore described parcels of land are subject to any and all easements and/or rights of way of record..

**21.213  
27 December 2021**



|                                                                                                                                                                                                                                                                                            |                                                                                     |                                                                                                                                                                                                                                                       |                                                                                       |                                                                                          |                                                                              |                                      |           |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------|-----------|-----------------------|
| Drawn by<br>D.J. REITH                                                                                                                                                                                                                                                                     |  | THE UNDERSIGNED HEREBY CERTIFIES THAT MAP IS<br>MADE FROM AN ACTUAL SURVEY OF THE PROPERTY<br>SHOWN HEREON.<br><br><br>DOUGLAS JAY REITH<br>LICENSED LAND SURVEYOR |  | CNY LAND SURVEYING<br>2075 CHURCH ROAD<br>BALDWINVILLE, NEW YORK 13027<br>(315) 635-4614 | PART OF LOT 65<br>TOWN OF MANLIUS<br>COUNTY OF ONONDAGA<br>STATE OF NEW YORK | DRAWING TITLE<br><br>BOUNDARY SURVEY |           | FILE NO.<br>21.213    |
| Checked by<br>D.J. REITH                                                                                                                                                                                                                                                                   |                                                                                     |                                                                                                                                                                                                                                                       |                                                                                       |                                                                                          |                                                                              | Date<br>Issued<br>12/28/21           | Revisions | Scale<br>1" = 100'    |
| NO ALTERATION PERMITTED HEREON EXCEPT AS<br>PROVIDED UNDER SECTION 7203, SUBDIVISION 2 OF<br>THE NEW YORK STATE EDUCATION LAW.<br><br>ONLY COPIES OF THE ORIGINAL OF THIS SURVEY,<br>MARKED WITH THE EMBOSSED LAND SURVEYOR'S<br>SEAL, SHALL BE CONSIDERED TO BE TRUE AND<br>VALID COPIES. |                                                                                     |                                                                                                                                                                                                                                                       |                                                                                       |                                                                                          |                                                                              |                                      |           | Drawing No.<br>1 OF 1 |



**KEY**

— PROPERTY LINE

- - - ZONING BOUNDARY

CB (COMMERCIAL DISTRICT)

RA (RESTRICTED AGRICULTURAL DISTRICT)

CA (COMMERCIAL A DISTRICT)

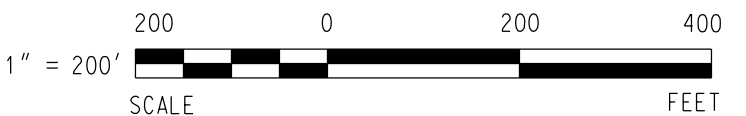
R-3 (RESIDENTIAL 3 DISTRICT)

RS (REGIONAL SHOPPING DISTRICT)

GOVT (GOVERNMENT DISTRICT)

R-1 (RESIDENTIAL 1 DISTRICT)

ZONE CHANGE PLAN



- BASEMAP REFERENCES:
1. TOWN OF MANLIUS ZONING MAP, 2016 ZONING.
  2. EXISTING CONDITIONS/ DEMOLITION PLAN, PREPARED BY BERGMANN ASSOCIATES, DATED DECEMBER 6, 2017.
  3. NYS DIGITAL ORTHOIMAGERY PROGRAM (NYSDOT): DATED 2021.
  4. SYRACUSE-ONONDAGA COUNTY GIS ON THE WEB, DATED 2021.

NOTE:  
THE 2016 ZONING MAP REFERENCED REFLECTS 2007-2008 ZONING BEYOND LIMITS OF FIETTA PROPERTIES.

DRAFT

Engineering Associates, PC

19 Genesee Street • Camillus, New York 13041 • Tel: (315) 672-8726 • Fax: (315) 672-8726  
www.tdkeengineering.com

REVISIONS:

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DATE: . . . . .

NOTES: NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

PROJECT: MANLIUS PROJECT

CLIENT: TWIN SHORES PROPERTIES, LLC

LOCATION: TOWN OF MANLIUS, ONONDAGA COUNTY, NEW YORK

DRAWING TITLE:

FIETTA PROPERTIES PROPOSED ZONE CHANGE PLAN

PROJECT No.: 2021054

SCALE: 1" = 200'

DATE: 12-28-21

ENG'D BY: SKD

DRAWN BY: NAR/DKC

CHECKED BY: JED

SHEET NO.

ZN-1

RA LEGAL DESCRIPTION

PROPOSED RESTRICTED AGRICULTURAL (RA) DISTRICT  
AREA: 109.77 ACRES +/-  
PRELIMINARY NOT FOR RECORDING

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MANLIUS,  
COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING PART OF LOT  
65 IN SAID TOWN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE COMMON LINE BETWEEN LANDS NOW  
OR FORMERLY OWNED BY JOHN MESSINGER AS RECORDED IN THE ONONDAGA  
COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #4102, PAGE #86 AND LANDS  
NOW OR FORMERLY OWNED BY FIETTA REALTY CORPORATION AS RECORDED IN  
THE ONONDAGA COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #2535, PAGE  
#1031 WITH THE SOUTHERLY LINE OF THE ERIE CANAL (NOW OR FORMERLY  
STATE OF NEW YORK);

THENCE S3.155°E, 577.141 FEET,  
THENCE N87.136°E, 147.801 FEET,  
THENCE S15.427°W, 74.501 FEET,  
THENCE S27.013°E, 218.626 FEET,  
THENCE S75.523°E, 83.662 FEET,  
THENCE S85.957°E, 120.502 FEET,  
THENCE N85.028°E, 60.329 FEET,  
THENCE N80.086°E, 214.868 FEET,  
THENCE N73.278°E, 53.473 FEET,  
THENCE S5.267°E, 102.502 FEET,  
THENCE S85.029°W, 48.228 FEET,  
THENCE S85.029°W, 26.970 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
395.000 FEET AND A CENTRAL ANGLE OF 37.073°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.586 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S66.492°W, A DISTANCE OF 251.151 FEET,  
THENCE S14.516°E, 297.117 FEET,  
THENCE N90.000°W, 178.112 FEET,  
THENCE N56.082°W, 33.051 FEET,  
THENCE S16.382°W, 325.554 FEET,  
THENCE S8.781°E, 95.981 FEET,  
THENCE S14.595°E, 59.821 FEET,  
THENCE S14.595°E, 32.249 FEET,  
THENCE S14.595°E, 32.249 FEET,  
THENCE S0.056°E, 53.874 FEET,  
THENCE S22.408°W, 36.197 FEET,  
THENCE S2.276°E, 73.681 FEET,  
THENCE S12.025°E, 26.089 FEET,  
THENCE S40.900°W, 16.603 FEET,  
THENCE N72.399°W, 17.984 FEET,  
THENCE S43.300°W, 20.118 FEET,  
THENCE S3.127°W, 49.696 FEET,  
THENCE S21.136°E, 37.140 FEET,  
THENCE S0.426°W, 36.285 FEET,  
THENCE S3.367°E, 106.376 FEET,  
THENCE N29.590°W, 89.684 FEET,  
THENCE S87.281°W, 115.797 FEET,  
THENCE S3.155°E, 180.009 FEET,  
THENCE N87.280°E, 145.310 FEET,  
THENCE S3.079°E, 30.000 FEET,  
THENCE N87.281°E, 50.000 FEET,  
THENCE N87.707°E, 47.479 FEET,  
THENCE S18.485°E, 77.684 FEET,  
THENCE N79.182°E, 259.564 FEET,  
THENCE S18.404°E, 258.616 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
150.000 FEET AND A CENTRAL ANGLE OF 67.138°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 175.767 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S15.165°W, A DISTANCE OF 165.882 FEET,  
THENCE S48.734°W, 69.827 FEET,  
THENCE S48.734°W, 11.021 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
300.000 FEET AND A CENTRAL ANGLE OF 29.653°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.264 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S33.908°W, A DISTANCE OF 153.537 FEET,  
THENCE S19.081°W, 141.809 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
200.000 FEET AND A CENTRAL ANGLE OF 26.489°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.465 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S5.836°W, A DISTANCE OF 91.644 FEET,  
THENCE S7.408°E, 64.342 FEET,  
THENCE N86.328°E, 834.278 FEET,  
THENCE N23.075°E, 536.901 FEET,  
THENCE N68.837°W, 12.500 FEET,  
THENCE N23.163°E, 1299.997 FEET,  
THENCE N14.863°E, 579.999 FEET,  
THENCE N6.863°E, 292.499 FEET,  
THENCE N0.601°W, 700.199 FEET,  
THENCE S65.199°W, 646.859 FEET,  
THENCE S71.294°W, 40.955 FEET,  
THENCE S71.294°W, 40.955 FEET,  
THENCE S86.008°W, 87.650 FEET,  
THENCE N83.876°W, 44.120 FEET,  
THENCE N47.340°W, 44.300 FEET,  
THENCE N60.426°W, 83.600 FEET,  
THENCE N70.401°W, 155.650 FEET,  
THENCE S13.416°W, 198.000 FEET,  
THENCE N76.584°W, 329.999 FEET,  
THENCE N13.416°E, 198.000 FEET,  
THENCE N79.417°W, 329.999 FEET,  
THENCE N89.101°W, 515.278 FEET TO THE POINT OF BEGINNING;  
CONTAINING 109.773 ACRES, MORE OR LESS.

CB LEGAL DESCRIPTION

PROPOSED COMMERCIAL B (C-B) DISTRICT  
AREA: 10.39 ACRES +/-  
PRELIMINARY NOT FOR RECORDING

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MANLIUS,  
COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING PART OF LOT 65  
IN SAID TOWN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY LIMITS OF NORTH BURDICK STREET, BEING SITUATE  
S3.155°E, 577.141 FEET FROM THE NORTHWEST CORNER OF THE INTERSECTION OF  
THE COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY JOHN MESSINGER AS  
RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #4102,  
PAGE #86 AND LANDS NOW OR FORMERLY OWNED BY FIETTA REALTY CORPORATION AS  
RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #2535, PAGE #1031;

THENCE N87.136°E, 147.801 FEET,  
THENCE S15.427°W, 74.501 FEET,  
THENCE S27.013°E, 218.626 FEET,  
THENCE S75.523°E, 83.662 FEET,  
THENCE S85.957°E, 120.502 FEET,  
THENCE N85.028°E, 60.329 FEET,  
THENCE N80.086°E, 214.868 FEET,  
THENCE N73.278°E, 53.473 FEET,  
THENCE S5.267°E, 102.502 FEET,  
THENCE S85.029°W, 48.228 FEET,  
THENCE S85.029°W, 26.970 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
395.000 FEET AND A CENTRAL ANGLE OF 37.060°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.495 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S66.499°W, A DISTANCE OF 251.064 FEET,  
THENCE S14.527°E, 297.087 FEET,  
THENCE N90.000°W, 178.112 FEET,  
THENCE N56.082°W, 33.051 FEET,  
THENCE S16.382°W, 177.892 FEET,  
THENCE S16.382°W, 147.662 FEET,  
THENCE S8.781°E, 95.981 FEET,  
THENCE S14.595°E, 59.821 FEET,  
THENCE S14.595°E, 64.498 FEET,  
THENCE S0.056°E, 53.874 FEET,  
THENCE S22.408°W, 36.197 FEET,  
THENCE S2.276°E, 73.681 FEET,  
THENCE S12.025°E, 26.089 FEET,  
THENCE S40.900°W, 16.603 FEET,  
THENCE N72.399°W, 17.984 FEET,  
THENCE S43.300°W, 20.118 FEET,  
THENCE S3.127°W, 49.696 FEET,  
THENCE S21.136°E, 37.140 FEET,  
THENCE S0.426°W, 36.285 FEET,  
THENCE S3.367°E, 106.376 FEET,  
THENCE N29.590°W, 89.684 FEET,  
THENCE S87.281°W, 115.797 FEET,  
THENCE N3.155°W, 2178.45 FEET TO THE POINT OF BEGINNING;  
CONTAINING 10.393 ACRES, MORE OR LESS.

CA LEGAL DESCRIPTION

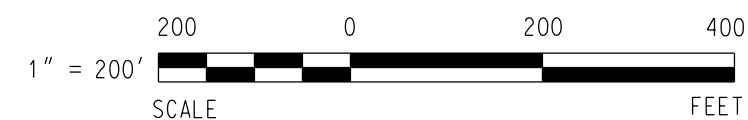
PROPOSED COMMERCIAL A (C-A) DISTRICT  
AREA: 9.44 ACRES +/-  
PRELIMINARY NOT FOR RECORDING

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MANLIUS,  
COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING PART OF LOT 65  
IN SAID TOWN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY LIMITS OF NORTH BURDICK STREET, BEING SITUATE  
S3.155°E, 2,358.46 FEET FROM THE NORTHWEST CORNER OF THE INTERSECTION OF  
THE COMMON LINE BETWEEN LANDS NOW OR FORMERLY OWNED BY JOHN MESSINGER  
AS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #4102,  
PAGE #86 AND LANDS NOW OR FORMERLY OWNED BY FIETTA REALTY CORPORATION AS  
RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE IN LIBER OF DEEDS #2535, PAGE #1031;

THENCE N87.280°E, 145.310 FEET,  
THENCE S3.079°E, 30.000 FEET,  
THENCE N87.281°E, 50.000 FEET,  
THENCE N87.707°E, 47.479 FEET,  
THENCE S18.485°E, 65.815 FEET,  
THENCE S17.425°E, 11.871 FEET,  
THENCE N79.182°E, 259.564 FEET,  
THENCE S18.404°E, 258.616 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
150.000 FEET AND A CENTRAL ANGLE OF 67.138°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 175.767 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S15.165°W, A DISTANCE OF 165.882 FEET,  
THENCE S48.734°W, 69.827 FEET,  
THENCE S48.734°W, 11.021 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
300.000 FEET AND A CENTRAL ANGLE OF 29.653°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.264 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S33.908°W, A DISTANCE OF 153.537 FEET,  
THENCE S19.081°W, 158.176 FEET,  
THENCE S9.986°W, 16.034 FEET, TO A POINT ON A CURVE, HAVING A RADIUS OF  
200.000 FEET AND A CENTRAL ANGLE OF 17.395°,  
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.718 FEET, SAID ARC  
SUBTENDED BY A CHORD BEARING S1.289°W, A DISTANCE OF 60.485 FEET,  
THENCE S7.408°E, 64.342 FEET,  
THENCE S86.174°W, 317.127 FEET,  
THENCE N3.155°W, 3,296.188 FEET TO THE POINT OF BEGINNING;  
CONTAINING 9.442 ACRES, MORE OR LESS.

ZONE CHANGE PLAN

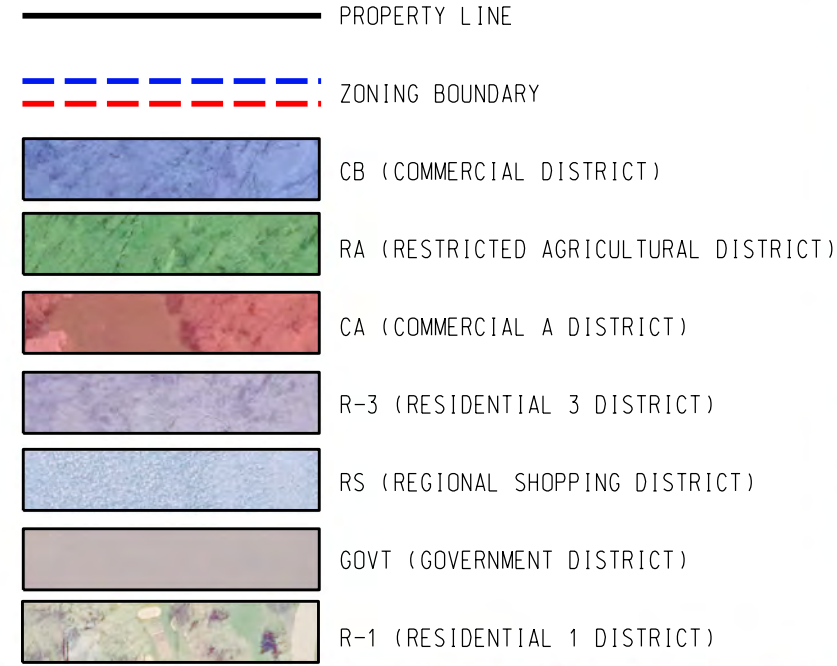


BASEMAP REFERENCES:

1. TOWN OF MANLIUS ZONING MAP, 2016 ZONING.
2. EXISTING CONDITIONS/ DEMOLITION PLAN, PREPARED BY BERGMANN ASSOCIATES, DATED DECEMBER 6, 2017.
3. NYS DIGITAL ORTHOIMAGERY PROGRAM (NYSDOT): DATED 2021.
4. SYRACUSE-ONONDAGA COUNTY GIS ON THE WEB, DATED 2021.

NOTE:  
THE 2016 ZONING MAP REFERENCED REFLECTS 2007-2008  
ZONING BEYOND LIMITS OF FIETTA PROPERTIES.

KEY



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www.manliusengineering.com  
Civil • Marine • Site Development • Geotechnical • Structural • Environmental • Industrial • Lighting

| DATE:      | • • • • • |
|------------|-----------|
| REVISIONS: | • • • • • |

|           |                                            |
|-----------|--------------------------------------------|
| PROJECT:  | MANLIUS PROJECT                            |
| CLIENT:   | TWIN SHORES PROPERTIES, LLC                |
| LOCATION: | TOWN OF MANLIUS, ONONDAGA COUNTY, NEW YORK |

|                |                                             |
|----------------|---------------------------------------------|
| DRAWING TITLE: | FIETTA PROPERTIES PROPOSED ZONE CHANGE PLAN |
|----------------|---------------------------------------------|

|              |           |
|--------------|-----------|
| PROJECT No.: | 2021054   |
| SCALE:       | 1" = 200' |
| DATE:        | 12-28-21  |
| ENG'D BY:    | SKD       |
| DRAWN BY:    | NAR/DKC   |
| CHECKED BY:  | JED       |

SHEET NO.  
ZN-1

DRAFT