Agenda
Town Board Meeting
May 10, 2023
6:30 PM

1. Virtual Meeting Instructions - May 10, 2023

   Documents:

   5-10-23 TOWN BOARD MEETNG INSTRUCTIONS.PDF

2. Pledge Of Allegiance
3. Open Podium
4. Town Of Manlius Police Department - Traffic Enforcement Presentation
5. Set Date Public Hearing & Referral To Town Planning Board - Subdivision Amendment - OCWA Water Lines

   Documents:

   SET DATE PUBLIC HEARING - LOCAL LAW 2023 - ___ SUBDIVISION AMENDMENT RE OCWA.DOCX

6. Community Choice Aggregation Program - Good Energy

   Documents:

   CCA AND CSP-GOOD ENERGY RESOLUTION (HBROC-10292021 V1.PDF
   HBROC-2821286-V1-LOCAL_LAW-2 (2) (1).PDF
   NYMEP - COMMUNITY SOLAR-FACT SHEET.PDF
   NYMEP-CCA-FACT SHEET.PDF

7. Charging Station - Tops - License And Host Agreement

   Documents:

   EXHIBIT A TO LICENSE AGREEMENT - CHARGING STATIONS - TOPS-MANLIUS.PDF
   CHARGING STATION - TOPS MANLIUS - LICENSE AND HOST SITE AGREEMENT - 5-9.PDF

8. Letter Of Intent - Highway Department - Truck Purchase

   Documents:

   LETTER OF INTENT TRUCK 7 - SIGNED.PDF

9. Bid Results - Replacement Oil Water Separator

   Documents:

   CASINELLA EXCAVATING LLC BID - APRIL 20 2023.PDF
   POST-BID ANALYSIS - OIL WATER SEPARATOR.PDF

10. Set Date - Police Committee Meeting - May 24, 2023 5:00 P.m.

11. Town Of Manlius Police Department - 2022 Annual Report
    View Report: HTTPS://TOWNOFMANLIUS.ORG/ARCHIVECENTER/VIEWFILE/ITEM/217

12. TMPD - Sale Of Surplus Vehicles

    Documents:

    TMPD - SALE OF SURPLUS VEHICLES.PDF

13. Approval Of Minutes - April 12 & April 26, 2023

    Documents:

    4-12-23 DRAFT.PDF
    4-26-23 DRAFT.PDF

14. Approval Of Abstract # 9

    Documents:

    ABSTRACT 9.PDF

15. Adjournment

This meeting is being recorded and live streamed. The recording will be broadcast live and will be posted to the town website at www.townofmanlius.org

Town of
MANLIUS
New York

May 10, 2023

6:30 PM

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/81117206108?pwd=N1c5dGtVVlhoaVl5Rm9taEZPNjYrZz09

Password to join when prompted:

Password: **147069**

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: 811 1720 6108

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

Password: **147069**

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

IN THE MATTER

Of

LOCAL LAW 2023 -___ TO AMEND CHAPTER 127 OF THE TOWN OF MANLIUS CODE (SUBDIVISION) TO CLARIFY THAT EACH INDIVIDUAL SUBDIVIDED LOT SHALL DIRECTLY TIE INTO PUBLIC WATER AVAILABLE TO SUCH LOT

RESOLUTION FOR REFERRAL TO THE PLANNING BOARD AND SETTING DATE FOR PUBLIC HEARING

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the _____th of _____, 2023, 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 Bollinger	Councilor
Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Onondaga County Water Authority ("OCWA") has requested that the Town of Manlius amend the Town Code to make it clear that subdivided lots should tie directly into OCWA's main line services the particular subdivision;

WHEREAS, that is the policy of the Town of Manlius but it is not specifically outlined in the Town Code;

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2023- ____, amending Chapter 127 of the Town Code entitled "Subdivision" as follows:

LOCAL LAW 2023-___, A LOCAL LAW AMENDING CHAPTER 127 ENTITLED "SUBDIVISION" TO ADD A NEW SECTION 127-26(A)(1)(i) THAT WOULD CLARIFY EXISTING TOWN POLICY, TO WIT:

Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows :

Section 1. Article V of Chapter 127 of the Town Code shall be amended as follows:

§ 127-26 **Utility and street improvements.**

A. Utility and street improvements shall be provided in accordance with the following:

(1) Public water, where required, in accordance with procedures and standards of the Town of Manlius and the Onondaga County Department of Health, New York State Water Resources Commission and Onondaga County Water Authority, as applicable.

(ii) Where public water is available to a properly subdivided lot, each existing lot, or lots to be created, shall be required to tie directly into the water line provided by the Onondaga County Water Authority for said subdivision.

(2) Sanitary sewer system, where required, in accordance with the procedures and standards of the Onondaga County Department of Health and of any other department, board or other public agency having authority over such systems.

Section 2. This law shall take effect upon filing with the New York State Department of State.

underlined = new language

WHEREAS, the Town Board desires to hear from the public on the Application and refer Local Law 2023-___ and to the Planning Board for their review and comment;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, shall hold a Public Hearing on said proposed Local Law 2023-___, and that such Hearing shall be held in persona and virtually on the Internet platform commonly referred to as ZOOM, directions for attendance which will be on the Town's Website and such hearing shall take place on the ___th day of _____ 2023 at approximately 6:35 p.m. and be it further

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

RESOLVED, that the Town Clerk shall refer Local Law 2023-___ to the Planning Board for their review and recommendation.

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 __th day of _____ 2023; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this ____ th day of _____, 2023.

DATED: May ____, 2023
Fayetteville, New York

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

[MUNICIPALITY] RESOLUTION CONCERNING A PROPOSED ACTION TO SELECT GOOD ENERGY, L.P. TO ACT AS COMMUNITY CHOICE AGGREGATION PROGRAM ADMINISTRATOR AND COMMUNITY SOLAR PROGRAM ADMINISTRATOR

WHEREAS, the [MUNICIPALITY] desires to find ways to reduce electricity and/or natural gas costs for residential and commercial customers throughout the [MUNICIPALITY];

WHEREAS, the [MUNICIPALITY] **desires to adopt** and approve through local law a Community Choice Aggregation Program;

WHEREAS, the [MUNICIPALITY] has been approached by Good Energy, L.P. regarding the possibility of Good Energy, L.P. acting as Administrator of the [MUNICIPALITY's] Community Choice Aggregation Program and Community Solar Program;

WHEREAS, the [GOVERNING BODY] of [MUNICIPALITY] has determined that Good Energy, L.P. is qualified to act as Administrator of the [MUNICIPALITY]'s Community Choice Aggregation Program and Community Solar Program;

WHEREAS, the [MUNICIPALITY] desires to work with Good Energy, L.P. to take any and all steps necessary and required by the New York State Law and policies, programs and orders of State administrative agencies to evaluate, negotiate and contract for the implementation of the Community Choice Aggregation Program and Community Solar Program if the [MUNICIPALITY] determines the same to be in the best interests of the [MUNICIPALITY].

NOW, THEREFORE, BE IT RESOLVED, that the [MUNICIPALITY] resolves as follows:

1. The [GOVERNING BODY] finds that the exploration of the potential use of Community Choice Aggregation and Community Solar Program in the [MUNICIPALITY] is in the best interest of residential and commercial electricity and natural gas customers within the [MUNICIPALITY].

2. The [GOVERNING BODY] hereby approves Good Energy, L.P. to act as Community Choice Aggregation Program Administrator and Community Solar Program Administrator and authorizes the necessary [MUNICIPAL ENTITY] officials to work with Good Energy, L.P. to conduct preliminary analyses, design programs, and procure Community Solar, electricity and natural gas service from an energy service company, as well as to take any and all steps necessary and required by the New York State Law and policies, programs and orders of State administrative agencies, including but not limited to conducting an RFP to select an energy provider, and to negotiate and enter into any such agreements including power purchase agreements to facilitate the implementation of the [MUNICIPALITY'S] Community Choice Aggregation Program if the [MUNICIPALITY] determines the same to be in the best interests of the [MUNICIPALITY'S] electric and natural gas customers.

3. The [APPROPRIATE OFFICIAL], and/or members of the [GOVERNING BODY], as appropriate or as otherwise required by law, are hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the

[MUNICIPALITY] as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.

4. The execution, delivery and performance by the [APPROPRIATE OFFICIAL], and/or the member of the [GOVERNING BODY], as appropriate or as otherwise required by law, for and on behalf of the [MUNICIPALITY], of all such further instruments and documents required in connection with the implementation of a Community Choice Aggregation Program and Community Solar Program, each in form and substance approved by the [APPROPRIATE OFFICIAL], and/or the members of the [GOVERNING BODY], as appropriate or as otherwise required by law, his or her signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the [MUNICIPALITY].

5. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.

6. This resolution shall be effective immediately.

Moved by: _____ Seconded by: _____

Aye: Nay: Absent:

Dated: _____, 2016
_____, New York

New York State Department of State
Division of Corporations, State Records & Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.state.ny.us/corps

LOCAL LAW FILING

(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 matter.

☐ City ☐ Town ☐ Village

of _____

Local Law No. _____ of the year 20__

Local Law Adding a New Chapter to the [Village/Town/City] Code Entitled "Community Choice Aggregation (Energy) Program"

Be it enacted by the _____Board of_____ of the

☐ City ☐ Town ☐ Village

of _____ as follows:

Section 1:
Add
A new chapter to the [Village/Town/City] of [_____] Code entitled "Community Choice Aggregation (Energy) Program" as follows:

ARTICLE I

§1. Legislative Findings; Intent and Purpose; Authority

A. It is the purpose of this Local Law to seek to reduce the cost of natural gas and electricity to its residents.

B. The purpose of this CCA Program, as described to the [Village/Town/City] of [_____] by the Administrator, is to allow participating local governments including the [Village/Town/City] of [_____] to procure energy supply service for their residential and commercial customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing

Distribution Utility. This Chapter establishes a program that will allow the [Village/Town/City] of [_____] or its designated agent for that purpose, to put out for bid the total amount of natural gas and/or electricity being purchased by their residential and Commercial customers. Bundled Customers will have the opportunity to have more negotiating strength and consequential potential to lower their overall energy costs, and to improve customer choice and value, by providing an additional alternative source for electricity and natural gas; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

C. The [Village/Town/City] of [_____] is hereby authorized to participate in a COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 20, 2016), including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 24-M-0224 (collectively, the "Order").

D. This Chapter shall be known and may be cited as the "COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM Law" of the [Village/Town/City] of [_____].

§2. Definitions

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

Administrator – [_____], a [INSERT STATE OF INCORPORATION] not-for-profit corporation.

Bundled Customers – Residential and Commercial customers of electricity or natural gas ("fuels") who are purchasing the fuels from the Distribution Utility.

Commercial – Non-residential customers as permitted in the Order.

Community Choice Aggregation Program or CCA Program – A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the [Village/Town/City] of [_____].

Distribution Utility – Owner of controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Public Service Commission – New York State Public Service Commission.

Suppliers – Energy service companies (ESCOs) that produce electric power and natural gas for Bundled Customers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

§3. Establishment of a COMMUNITY CHOICE AGGREGATION (ENERGY) Program.

A. A Community Choice Aggregation (Energy) Program is hereby established by the [Village/Town/City] of [_____], whereby the [Village/Town/City] of [_____] shall cooperate with the Administrator by participating in the CCA Program to the full extent permitted by the Order, as set forth more fully herein. The [Village/Town/City] of [_____]'s role under the CCA Program involves the aggregating of the electric and/or natural gas supply for its residents, and the entering into a contract with one or more Suppliers, through the Administrator, for the procurement of electricity and/or natural gas supply for its residential and Commercial customers. Under the CCA Program, the operation and ownership of the utility service shall remain with the Distribution Utility.

B. The [Village/Town/City] of [_____]'s procurement of energy supply through a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The [Village/Town/City] of [_____] will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers through the Administrator on behalf of participating residential and Commercial customers.

C. In order to implement the CCA Program, the [Village/Town/City] of [_____] shall adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, as consistent with the Local Law and the Order. The [Village/Town/City] shall adopt the following policies and agreements consistent with the Order: (i) an Implementation Plan; (ii) a Data Protection Plan; (iii) a Data Security Agreement; and (iv) a Certification of Local Authority (collectively, the "Policies"). The Policies shall be adopted, submitted, amended, supplemented and filed in accordance with the Order.

D. The Public Service Commission supervises retail markets and participates in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

§4. Customer Eligibility.

A. Residential and Commercial customers, regardless of size, shall be eligible to participate in the CCA Program.

B. The Administrator shall apply opt-in and opt-out status to customers in accordance with the Order.

§5. Supplier Selection; Supplier Contracts.

A. The Administrator, on behalf of the [Village/Town/City] of [_____], shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA Program.

B. The terms of the Supplier contracts ("CCA Contract") shall comply with the Order.

§5. Opt-Out Notice and Procedures.

A. The Administrator shall provide information and education to potential CCA customers over no less than a two (2) month period.

B. The [Village/Town/City] of [_____] shall mail opt-out letters to eligible opt-out customers provided: (i) the Policies have been filed; and (ii) the opt-out letters have been deemed compliant.

C. The opt-out letter shall comport with the requirements set forth in the Order.

D. The initial opt-out period shall be thirty (30) days after notification is sent to the customer.

§6. Customer Data Sharing.

A. The Administrator may request the Distribution Utility's aggregated customer information on all Bundled Customers in the [Village/Town/City] of [_____] provided the Public Service Commission has approved the Policies.

B. Provided the Administrator has complied with the requirements of (A), the Distribution Utility shall transfer the aggregated customer and usage data within twenty (20) days of a request from the Administrator in accordance with the Order.

C. Customer-specific information may be requested for all eligible customers once the Administrator demonstrates that the requisite contracts with ESCOs have been entered into and executed. Detailed customer information may be requested for eligible customers who did not opt-out once the initial opt-out period has closed.

D. After the Administrator has entered into a CCA Contract with an ESCO, the Distribution Utility shall transfer customer-specific data to the Administrator within five (5) days of a request in accordance with the Order.

E. The Administrator, the contracted Supplier, and the [Village/Town/City] of [_____] will protect customer information as required by law, subject to the Order and the limitations of the New York State Freedom of Information Law.

Section 2. This local law shall take effect upon filing with the Secretary of State.

Good Community Solar

Solar for your Community

New York State's New Solar Framework is bringing about incentives for Communities and their residents. Similar to Community Choice Aggregation (CCA), the Public Service Commission will soon approve an Opt-out Community Solar Program for Municipalities. This will enable local governments to provide Solar for all their eligible residents at a guaranteed savings without the need to install solar panels.

Good Community Solar helps those in need:

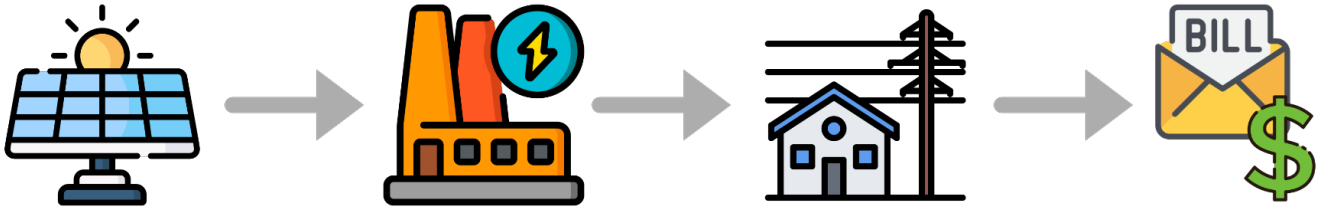
Good Community Solar also supports the state's mandate to provide guaranteed savings to Low-to-Moderate income (LMI) account holders. Those who are Assistance Program Participants will likely be enrolled first and prioritized for savings without any costs.

How it works:

The way it works is that Good Energy's solar farms built in various utilities across the state are producing local power and resiliency to New York's Electrical Grid System. Through NYSERDA's Solar CDG program incentives are paid out to developers and to anyone that subscribes to the Solar Farm. Even if it's hundreds of miles away. With Good Community Solar we can help municipalities subscribe all the homes and businesses to a Community Solar Farm. We can even develop a Solar project in your community to make renewable energy really "local".

Solar Facts for Community residents:

- **No rooftop installation**
- **Convenience with simple sign up**
- **No upfront costs, no investment, no financing**
- **Promotes local economic development, investments in community**
- **Lowers residents' electricity bills through Solar Credits**
- **Positive environmental impact**
- **State grant money available**
- **Work toward New York State climate targets**



Solar panels are installed at a site in your community.

The clean energy is then fed into the local power grid.

You continue to get electricity from your utility, with no need to install or maintain panels on your home or property.

As a program participant, you receive credits on your electric bill at no cost to you.

For more information contact us: Email: nymep@goodenergy.com, Phone: (518) 514-2798

Interested in Solar for your Community:

Answer this Questionnaire and fax it to 866-275-3083 or email to nymep@goodenergy.com. or go to GoodCommunitySolar.com and fill out the form.

Are you interested in providing solar savings for your residents? _____

Are you interested in a solar project or solar development in your community? _____

Does your Community have land to develop Solar? _____

Do you currently have an Opt-in Community Solar Program? _____

What is your Community Population? _____

What is your Utility? _____

Do you currently have Community Solar for your municipal buildings or facilities? _____

Do you currently have an electricity or natural gas contract for your Municipality? _____

Are you a municipal utility? _____

If interested who should we contact?

Municipality: _____

Contact Name: _____

Email: _____

Telephone: _____

Community Choice Aggregation Program

NYMEP
NEW YORK MUNICIPAL ENERGY PROGRAM

Residents and businesses can save energy costs while switching to environmentally friendly energy supply options, all at no cost to the municipal budget.

> **Multiple municipalities are coming together to get the scale needed to find a better price, at the same time every member can structure their program; they can tailor it to their municipality.**
>
> **--Peter Baynes, Executive Director New York Conference of Mayors**

With Good Energy, the New York Conference of Mayors (NYCOM) and Association of Towns of the State of New York (AOT) have created the New York Municipal Energy Program (NYMEP), a one-of-a-kind, innovative Municipal buying initiative that allows New York communities and municipal facilities to save money on energy costs for facilities such as municipally-owned buildings, wastewater treatment plants, and other government owned properties.

Municipalities can also go green with Good Energy! Your community can determine how much they buy through local renewable sources. Good Energy's Community Solar program can allow residents and small businesses to choose solar without installing panels.

For more information contact us:
Email: nymep@goodenergy.com
Phone: (518) 514-2798

It's Easy to Bring the Program to Your Community!

1 Authorize aggregation through the passing of a local law

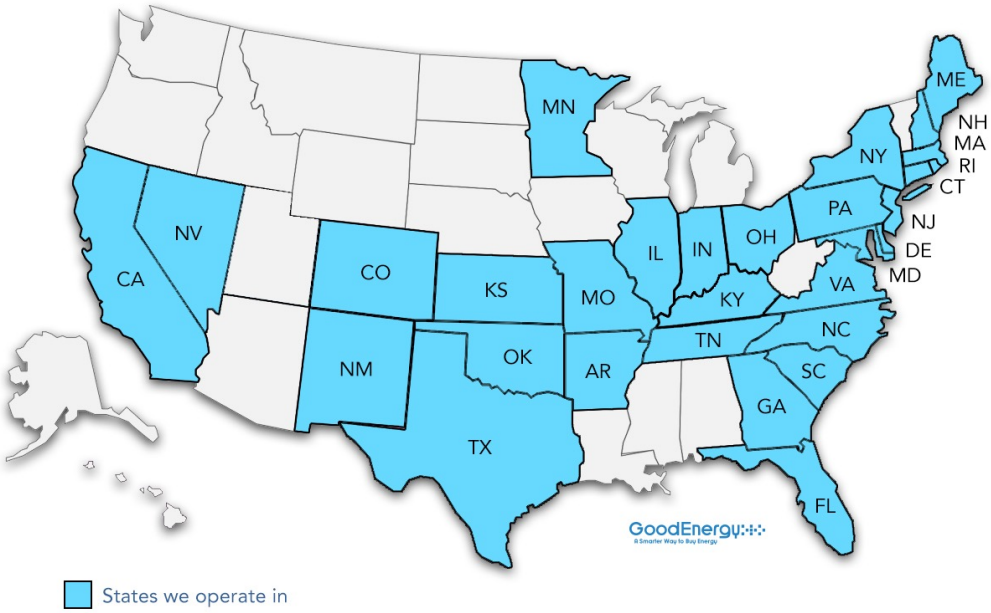
2 Select Good Energy as your CCA Administrator

Guided by your municipal decisions, Good Energy will manage all aspects of CCA implementation, including:

- Create a Municipal CCA program plan
- Secure PSC regulatory approval for the CCA
- Procure electricity, natural gas and renewable energy
- Launch public outreach and education campaign
- Enroll participants, offer opt-out information
- Provide on-going call support, monitor the program

Good Energy: National Leader in CCA Programs

Good Energy is the nation's leading CCA program administrator. Serving more than 300 communities nationwide, Good Energy manages energy programs more than 3 million residents and business. Managing Aggregations for more than two decades, Good Energy is a proud partner with New York Conference of Mayors (NYCOM) and Association of Towns of the State of New York (AOT) to create the New York Municipal Energy Program (NYMEP).



For more information contact us:
Email: nymep@goodenergy.com
Phone: (518) 514-2798

NYMEP
NEW YORK MUNICIPAL ENERGY PROGRAM

EXHIBIT A

LICENSE/HOST SITE AGREEMENT

This agreement is entered into as of May _____, 2023 by and between the Town of Manlius, with its principal offices at 301 Brooklea Drive, Fayetteville, New York (hereinafter "Town"), and DB Real Estate Manlius, LLC, a New York limited liability company, with its principal offices at 802 South Crouse Ave. , Syracuse, New York 13210 Attn: John S. Dellas (hereinafter "Host Site Owner" or "Licensor").

WHEREAS, the Town has acquired a grant from the New York State Energy Research and Development Authority ("NYSERDA"), which will provide funds that will be used to construct, install, lease, operate and maintain an electric vehicle charging station for use by the public; and

WHEREAS, the Host Site Owner acknowledges the value of installing electric vehicle charging station(s) on its premises, a private parking lot, and desires to grant access and use of a portion of the premises, as more particularly described below, to the Town for such purposes pursuant to the terms set forth herein;

WHEREAS, the Town desires and intends to install a "Level 2, Dual Electric Vehicle Charging Station" (hereinafter "Charging Station") to complete a "High Impact Action" needed to qualify the Town as a Clean Energy Community per NYSERDA requirements, and

WHEREAS, the installation and maintenance of such a Charging Station would benefit the residents of both the Town and the Licensor, and

WHEREAS, the Town and the Licensor agree that the Licensor Parking Lot is a suitable central location for the installation of the Charging Station.

NOW THEREFORE, the Town and the Host Site Owner (sometimes referred to herein collectively as the "Parties" and individually as a "Party"), in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW THEREFORE, it is hereby agreed:

1. USE OF SPACE. The Licensor hereby grants the Town a nonexclusive license and permission to install the Charging Station and designate two adjacent parking spaces for the use thereof adjacent to one of Licensor's buildings in the Licensor Parking Lot (as shown on the attached Map as Exhibit A). The Town shall utilize the designated spaces solely for the installation of the Charging Station and its use for the charging of electric vehicles. One spot shall be designated for charging of electric vehicles only. The second spot will be also available for general public parking. The Licensor shall have no responsibility or liability for the monitoring or policing of the designated spaces or the use thereof.

2. CONSIDERATION. The Licensor will not charge rent or other fees for the Town's use of the spaces in the Licensor Parking Lot.

3. INSTALLATION, REPAIRS AND MAINTENANCE. The Town will not make, or authorize to be made, any alterations or additions to any portion of the Licensor Parking Lot without first obtaining the Licensor's written consent and approval to the specific location and all installation plans and specifications. The Town will provide and own the Charging station equipment and will also pay for its installation, maintenance, repair, including the conduit and wire from an existing power pole at the rear of Licensor's property (behind the existing

Dave's Diner location) to the sub-meter, and all other wiring needed to make the system safe and functional. The Town shall also have the electrical wiring inspected by a certified electrical inspector before the Licensor energizes the Charging Station, and shall pay any and all costs associated with its removal and associated restoration of the parking lot and capping of all disconnected electrical connections. It is the intent of the Parties that the Charging Station will be sub-metered and the Town will be billed directly by National Grid. In the event that sub-metering is not possible, the Licensor will bill the Town for any electricity used at the Charging Station in accordance with its usual billing rates and practices, and the Town agrees to pay all such bills. The Licensor shall provide snow plowing and other maintenance of the designated spaces as part of its general maintenance activities for the Licensor Parking Lot.

4. INDEMNIFICATION AND INSURANCE. The Town shall defend, indemnity and hold the Licensor harmless from and against any claim for damages which is made against the Licensor and any expense associated with such claim arising out of, or by reason of any act or omission by the Town in exercising its rights under this Agreement, and/or arising out of the use of the Charging Station, excepting any damages or expense, or allocated portion thereof, attributable to the negligence of the Licensor. The Town will cause the Licensor to be named as an additional insured under the Town's general liability insurance policies for purposes of the duties and obligations herein assumed by the Town, and will provide evidence of such insurance to the Licensor showing liability limits of at least $1,000,000 per occurrence for personal injury and death, and $500,000 for property damage.

5. SIGNS. Any signs for the Charging Station will be provided and maintained by the Town in compliance with applicable laws and/or regulations of the Village of Manlius, and any sign locations must be in areas approved in writing by Licensor. Upon the expiration or earlier termination of this agreement, The Town shall remove all such signs and repair any damage caused thereby.

6. NOTICES. Any notices under this agreement shall be sent by first class mail in-care of the Licensor and Supervisor of the Town respectively at the addresses first indicated above or such other addresses as may be provided in writing from time to time by either party.

7. TERM. The initial term of this agreement shall be for four (4) years from the date of its complete execution. This agreement shall thereafter be deemed renewed for successive one year terms unless notice to terminate the agreement is delivered by either party to the other. Any such notice of termination shall be delivered not less than thirty (30) days prior to its effective date.

9. SAVINGS CLAUSE. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative; or if it cannot be so modified, then severed, and the remainder of the agreement shall continue in full force and effect as if the agreement had been signed with the invalid portion so modified or eliminated. This agreement shall be deemed to include any provision or clause otherwise required by law.

10. ENTIRE AGREEMENT. This Agreement constitutes the complete understanding of the parties. No modification of any provisions shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the respective parties have obtained the proper authorization to enter this agreement hereby execute said agreement on this ____ day of _____, 2023.

DB REAL ESTATE MANLIUS, LLC	TOWN OF MANLIUS
By: _____	By: _____
Name: John S. Dellas	Name: John T. Deer
Title: Member	Title: Town Supervisor
Date: _____	Date: _____

EXHIBIT A
(SEE ATTACHED MAP)

Town of Manlius

April 26, 2023

Mr. Bob Carson
Municipal Sales Manager
Navistar, Inc.
399 Albany Shaker Road, Suite 202
Loudinville, NY 12211

Dear Mr. Carson,

Please accept this letter of intent from the Town of Manlius Highway Department to purchase the following:

One (1) New and unused 2024 International MV607 SBA Series 4x2 Chassis at the cost of $92,000.00 per proposal number ONCOV-106-19.

One (1) New and unused Plow Package including Plow, Wing and Hydraulic Package at the cost of $64,673.40 per Quote number CB00000144.

The Town of Manlius Highway Department will include necessary funding for this procurement in their proposed 2024 budget. We cannot guarantee that the Town of Manlius Board will approve the proposed budget; however, this letter of intent was approved at the April 26, 2023, meeting. Also, we have no reason to believe this funding will be denied. If funding is approved, a purchase order will be issued in the first quarter of 2024.

The Town of Manlius Highway has an immediate critical need for this equipment. Any effort or consideration you are able to provide that will accelerate the acquisition process would be sincerely appreciated.

Sincerely,

TOWN OF MANLIUS

Robert A. Cushing
Superintendent of Highways

Robert Cushing, Highway Superintendent

Town Board – John Deer, Sara Bollinger, Elaine Denton, Alissa Italiano, Katelyn Kriesel, William Nicholson, Heather Waters

301 Brooklea Drive • Fayetteville, NY 13066 • Telephone: (315) 637-3414 • Telephone: (315) 637-0713
www.townofmanlius.org

SECTION C-230: BID FORM

FOR: **Replacement of Oil Water Separator at Highway Garage**
Town of Manlius
Onondaga County, New York

TO: **Town of Manlius Town Hall**
301 Brooklea Drive
Fayetteville, New York 13066

FROM: CASINELLA EXCAVATING, LLC. (Name of Bidder) 4-20-23 (Date Bid Submitted)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the documents required by the Bidding requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied copies of all the Bidding Documents and of the following addenda (receipt of which is hereby acknowledged):

Addendum No.	Date
1	3-28-23

   B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

   D. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract

Documents

E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

F. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

G. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

H. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder must complete and submit with the Bid the certification on page C-480-1.

I. This project is publicly funded. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

4. **BIDDER will complete the work for the following price(s):**

Construction Contract (Lump Sum)	*Numbers*
1. All Work Except Allowance(s)	$ 177,000.00
2. Field Order Allowance (as described in Section 012100)	$ $6,500
3. Total Bid Amount (Sum of 1, and 2)	$ 183,500.00

REPLACEMENT OF OIL WATER SEPARATOR AT HIGHWAY GARAGE

PART 1 - DESCRIPTION

Under this item the Contractor shall construct the park in accordance with the Contract Plans and Specifications.

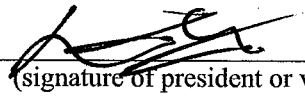
PART 2 – WORK INCLUDED

Contract No. 1 – Construction Contract
Mobilization, stakeout of utilities and necessary work, UFPO clearances, selective removals, trenching/excavation, protection of existing facilities and structures, asphalt paving, sewer pipe installation, oil water separator installation, clean-up, site restoration, erosion and sediment control, and all work necessary to complete the replacement of an existing oil water separator. Project will be constructed under a single general construction contract.

If BIDDER is a CORPORATION

CASINELLA EXCAVATING, LLC.
(print or type corporation's name)

NEW YORK
(state of incorporation)

By: 
(signature of president or vice-president, see Instructions to Bidders)

NICHOLAS CASINELLA (PRESIDENT)
(print or type name and title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

(signature)

(name and title)

Business Address: 3983 GATES RD
JAMESVILLE, NY 13078

Phone No: 315-552-3146

Fax No:

If BIDDER is a JOINT VENTURE

(print or type firm name of joint venture)

(signature) (name and title)

Business Address:

Phone No:

Fax No:

(signature) (name and title)

Business Address:

Phone No:

Fax No:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION C-230

SECTION C-310: BIDDER'S QUALIFICATION STATEMENT

The Undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

NONE

2. List equipment that you own that is available for this work.

30,000 LBS EXCAVATOR
30,00 LBS WHEEL LOADER
ASPHALT PAVER
DOUBLE DRUM ROLLER

3. How many years has your firm been in business as a contractor?

2

4. Is your firm qualified to do business in the state where the project is located?
YES K NO_____ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within fourteen days of Owner's request.

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

* DUE TO THE SHORT TIME PERIOD OF OUR COMPANY HISTORY WE HAVE NOT COMPLETED A PROJECT OF THIS RELATED NATURE AT THIS TIME. AS THE OWNER I HAVE PERSONALLY INSTALLED (10) OF THESE UNITS IN MY CAREER FOR THE PREVIOUS COMPANIES I WAS EMPLOYED BY.

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

TOWN OF MANLIUS - CLARK HILL STORM REHABILITATION = 490,000.00
VILLAGE OF MARCELLUS - WWTA WATER MAIN INSTALLATION = 100,000.00
DANELLA LINE SERVICES - W. GENESEE ASPHALT RESTORATION = 200,000.00
SYRACUSE REGIONAL AIRPORT AUTHORITY - PARKING GARAGE SHORING = 50,000.00

7. Have you ever failed to complete a contract awarded to you? YES_____
NO X If YES, state where and why.

8. Give the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

KEY BANK - PRIMARY BANK

THE SEAWAY INSURANCE COMPANY - SURETY

T.H. KINSELLA, INC. - MATERIAL SUPPLIER

Upon request, I agree to expand the foregoing statements.

CASINELLA EXCAVATING, LLC.

(name of Bidder)

By: _____

(authorized signature)

NICHOLAS CASINELLA (PRESIDENT)

(individual's name & title)

END OF SECTION C-310

SECTION C-430: SUBCONTRACTOR LISTING

Do you plan to subcontract any part of the Work?

YES X NO _____ If YES, list the name and address of all Subcontractors that you propose to use (on this Contract and the Work assigned to each.) (for the parts of the Work designated below.) Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 11 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 10.

JPW COMPANIES
6376 THOMPSON RD
SYRACUSE, NY 13206
-CRANE TO SET TANK

END OF SECTION C-430

SECTION C-440: SUBSTITUTION LISTING

Do you plan to substitutions for any part of the Work?

YES _____ NO X If YES, list all substitutions that you propose for products that have been specified by one or more manufacturer's name and/or number. Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

Bidders are warned that proposed substitutions listed may affect Owner's acceptance of the Bid and decision to award Contract. Further substitutions may be requested by Contractor after the effective date of the Agreement in accordance with Article 10 of the Instructions to Bidders.

END OF SECTION C-440

SECTION C-450: MATERIAL AND EQUIPMENT SUPPLIER LISTING

List the name of the supplier (and manufacturer if different) that you propose for (all major material and equipment in this Contract.) (the particular material and equipment designated below.) Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 11 of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidders after the Bid Opening in accordance with Article 11.

HIGHLAND TANK - OWS

JEFFERSON CONCRETE - DISTRIBUTION BOX

FW-WEBB - MISC. PIPING

T.H. AGNELLO - AGGREGATE

BARRETT INDUSTRIES - ASPHALT

END OF SECTION C-450

SECTION C-480: NON-COLLUSIVE CERTIFICATION

(Required by section 103-d of the General Municipal Law)

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and,

3. No attempt has been made, or will be made, by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determined that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers or proposed or pending publication of new or revised price lists for such items (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: CASINELLA EXCAVATING, LLC.

Signed by: NICHOLAS CASINELLA

Title: PRESIDENT

Date: 4-15-23

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolves that NICHOLAS CASINELLA be authorized to sign and submit the bid or proposal of this corporation for the Replacement of Oil Water Separator at Highway Garage project and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statement in such certificate this corporate bidder shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by CASINELLA EXCAVATING Corporation at a meeting of its board of directors held on the 4 day of 20, 2023.

(SEAL OF THE CORPORATION)

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, NICHOLAS CASINELLA hereby sign and submit this proposal for the Replacement of Oil Water Separator at Highway Garage project and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or mis-statement in such certificate this corporate bidder shall be liable under penalties of perjury.

Signature of Individual

4-15-23

Date

END OF SECTION C-480

SECTION C-490: HOLD HARMLESS AGREEMENT

The Town of Manlius requires:

1. A comprehensive General Liability Policy with the Town of Manlius as Additional Insured in the amount of $2,000,000 per Occurrence.

2. An Owners & Contractors Protective Policy with the Town of Manlius named insured in the amount of $2,000,000.

3. Proof of Workers' Compensation and Disability Benefits Coverage in the Statutory Amount in the Name of the Contractor.

4. Comprehensive Automobile Liability in the amount of $2,000,000 each Occurrence in the Name of the Contractor.

5. Excess Liability Policy with the Town of Manlius as additional insured in the amount of $5,000,000.

6. In all cases:

HOLD HARMLESS

The Contractor shall indemnify and save harmless the individual Property Owners, the Town of Manlius, the State of New York, The Engineer and their Agents and Employees (hereinafter referred to as "Owner"), and MJ Engineering and Land Surveying, P.C., (hereinafter referred to as "Engineer"), from and against all claims, damages, losses and expense (including but not limited to, attorneys' fees), arising out of or resulting from the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the negligent act or omission of Contractor or it's Employees, Agents or Subcontractors.

Signature: _____

Date: 4-15-23

Company: CASINELLA EXCAVATING, LLC.

Address: 3983 GATES RD JAMESVILLE, NY 13078

Authorized Representative: NICHOLAS CASINELLA

Title: PRESIDENT

END OF SECTION C-490

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bond No. 10933N

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **CASINELLA EXCAVATING LLC**

as Principal, hereinafter called the Principal, and **THE SERVICE INSURANCE COMPANY, INC.**

A corporation duly organized under the laws of the State of **New Jersey**
And authorized to transact business in New York

as Surety, hereinafter called the Surety, are held and firmly bound unto **TOWN OF MANLIUS**

as Obligee, hereinafter called the Obligee, in the sum of **5% of Bid Amount**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **REPLACEMENT OF OIL WATER SEPARATOR AT HIGHWAY GARAGE**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms, of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this Monday, March 27, 2023

CASINELLA EXCAVATING LLC
(Principal) (Seal)

Witness (Title)

The Service Insurance Company, Inc.
(Surety) (Seal)

Witness James S. Burger, President

Printed in cooperation with the American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA document A310, February 1970 ED..

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On this 31ST day of MARCH, 2023, before me personally came NICHOLAS CASINELLA, to me known, who, being by me duly sworn, did depose and say that he/she is the PRESIDENT of _____, the entity identified above as Principal/Contractor and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Principal/Contractor or otherwise is duly authorized to execute this document and bind Principal/Contractor to the terms and conditions hereof.

Notary Public

NEDZADA KAPIC
01KA6176345
Notary Public, State of New York
Qualified in Onondaga County County
My commission expires OCTOBER 29th, 2023

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

On this 27th day of March, 2023, before me personally came James S. Burger, to me known, who, being by me duly sworn, did depose and say that he/she is the President and attorney in fact of The Service Insurance Company, Inc., the entity identified above as Surety and which executed the above instrument, and that he/she signed his/her name hereto by authority of the Board of Directors of Surety or otherwise is duly authorized to execute this document and bind Surety to the terms and conditions hereof.

Maria Cerqueira
Notary Public

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027

THE SERVICE INSURANCE COMPANY, INC.
(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)
80 Main Street, Suite 330
West Orange, New Jersey 07052
Telephone: (973) 731-7650 - Fax: (973) 731-7889

CONSENT NO.: 10933N

CONSENT OF SURETY

PRINCIPAL:CASINELLA EXCAVATING LLC

OBLIGEE:TOWN OF MANLIUS

DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:
REPLACEMENT OF OIL WATER SEPARATOR AT HIGHWAY GARAGE

In consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Principal and Surety hereby certify and agree that, if Obligee shall accept the bid described above (hereinafter referred to as the "Bid") within the period specified for acceptance thereof and shall enter into a contract with Principal relative thereto strictly in accordance with the terms and conditions of the Bid, Surety will execute the performance and payment bonds that Principal is to provide as required by and in strict conformance with the Bid, without condition. This Consent of Surety, however, is not and shall not be construed as such performance and/or payment bond(s).

This Consent of Surety is furnished in accordance with the terms and conditions of the bid specifications and is to comply with the law of the jurisdiction governing the Bid and Surety meets the minimum qualifications as required for Performance and Payment Bonds to be issued including any co surety. Any terms or conditions of this Consent of Surety and accompanying bid bond that are in conflict therewith shall be deemed deleted here from, and any requirements of the law of the jurisdiction that are not expressly set forth above shall be deemed incorporated herein. The intention is that this Consent of Surety and accompanying bid bond are to be construed to conform with contract requirements and the law of the governing jurisdiction.

SIGNED AND DELIVERED THIS 27TH DAY OF MARCH, 2023.

THE SERVICE INSURANCE COMPANY, INC.

By: **JAMES S. BURGER, PRESIDENT**

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Service Insurance Company, Inc.
of West Orange, New Jersey

a corporation organized under the laws of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $11,461,633. (Capital $1,000,000), as is shown by its sworn financial statement for the quarter ending, June 30, 2022, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 13th day of October, 2022.

Adrienne A. Harris
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

BOND NO. 10933N

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: *"CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."*

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed; any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of $5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint **not applicable executed in home office** of **not applicable executed in home office** Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Obligee for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of $5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligee may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D 2022

THE SERVICE INSURANCE COMPANY, INC.

BY:.....
GLEN T. BURGER, TREASURER

BY:.....
JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) *SS*
CITY OF WEST ORANGE)

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposeth the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 9/4/2027

Maria Cerqueira
Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: *"That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."*

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 27th day of March 2023.

JAMES S. BURGER, PRESIDENT

THE SERVICE INSURANCE COMPANY

(Statutory Basis)

STATEMENT OF ADMITTED ASSETS, LIABILITIES SHAREHOLDER'S EQUITY AS OF DECEMBER 31, 2021

ADMITTED ASSETS

(Dollar Rounded)

Cash & Cash Equivalents & Short Term Investments		3,582,936
Preferred Stocks		83,756
Common Stocks		2,454,338
Bonds		12,442,480
Interest Income Receivable		82,688
Premiums & Agents Balances		547,374
Amounts Receivable from Reinsurers	$	301,169
Other Receivable		-
Current Federal Income Tax Recoverable		-
Electronic Data Equipment		-
Net Deferred Tax Asset		26,849
TOTAL ADMITTED ASSETS		**19,521,590**

LIABILITIES & SHAREHOLDER'S EQUITY

LIABILITIES	
Losses & Loss Adjustment Expenses	762,609
Other Expenses	704,395
Taxes, licenses & fees	80,115
Federal Income Tax	166,151
Unearned Premiums	1,428,357
Amounts Withheld or Retained by Company for Accounts of Others	4,117,007
Miscellaneous	432,396
Total Liabilities	**7,691,030**
SHAREHOLDER'S EQUITY	
Common stock, par value $20.00 per share	1,000,000
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2021	839,198
Gross Paid-In & Contributed Surplus	11,029,962
Unassigned funds (surplus)	(1,038,600)
Treasury Stock	11,830,560
Total policyholder's surplus	**19,521,590**
TOTAL LIABILITIES & POLICYHOLDER'S SURPLUS	

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2021.

James S. Burger, President

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 1st day of June 2022.

Maria Cerqueira
Notary Public

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027

Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

May 9, 2023

Ms. Sara Bollinger, Town Councilor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

RE: Replacement of Oil Water Separator at Highway Garage
Town of Manlius
Post-Bid Analysis
MJ Project 1456.05

Dear Ms. Bollinger,

M.J. Engineering and Land Surveying, P.C. (MJ) has reviewed the bids received on April 20, 2023, for the above referenced project. One (1) competitive bid was submitted. MJ has performed an evaluation of the bid provided by the apparent low bidder, Casinella Excavating, LLC. of Jamesville, NY. Casinella Excavating provided a bid in the amount of $183,500 (including field order allowance) for the work which includes the replacement of the existing oil water separator, pipe installation, asphalt paving, and site restoration at the Town Highway Garage.

To evaluate the bid's acceptability, we compared the value to the final construction estimate of $123,000. The apparent low bidder is approximately 39% higher than the construction estimate. This discrepancy is likely attributed to the current unpredictable bid environment with continual supply chain and labor shortages, and increased material costs. MJ spoke to Casinella Excavating to confirm that they are comfortable with the work of the contract and that they do not have any concerns with completing the work of the contract for the amount in which they bid.

MJ Engineering reviewed the list of projects provided by Casinella Excavating. The list contains projects of similar size, type and complexity to this project and demonstrates that the low bidder meets the project specific experience requirements. We contacted three project references to verify their prior or current experience with Casinella Excavating, all of which provided positive feedback.

The low bidder has a satisfactory history of overall performance, including quality of work and adherence to project schedule. Additionally, the low bidder has no history of default on any work. Therefore, based on our review and investigation, MJ finds Casinella Excavating to be a responsible and responsive bidder and MJ recommends awarding the Replacement of Oil Water Separator at Highway Garage Project to Casinella Excavating, Inc. in the amount of $183,500, assuming the Town still has adequate budget to move forward with the project.

Should the Town have any questions regarding the above, please do not hesitate to contact this office at 518-371-0799.

Regards,

Joel Bianchi, PE
Principal
Vice President of Civil Engineering

Cc: Rob Cushing
Ann Oot

Town of Manlius Police Department

Memorandum

Date: May 4, 2023
To: Chief Cassalia
From: Captain JT Slater
Regarding: Sale or trade in of surplus vehicles.

In conjunction with Town of Manlius Police Department General Order #203, "Fiscal Management", I am recommending that two of our former patrol units be auctioned via Auctions International:

- 2013 Ford Taurus, black in color
- 2016 Ford Explorer, black in color.

Both vehicles have maintenance-related needs and are better served being auctioned due to the expected high cost of repair. Up to $5,000 in revenue will be applied to account A00 4.2665 (Sale of Town Equipment). I hereby request that revenue in excess of $5,000 be applied to account A00 5.3120.412 (Police – Vehicle Repair) to offset anticipated cost increases to equip new units coming into service this year.

RECEIVED
MAY – 4 2023
TOWN OF MANLIUS

MINUTES
TOWN BOARD
April 12, 2023

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here;
https://www.youtube.com/channel/UC3pS9-uTiX4l7aEgciGEVSA

Supervisor Deer presided, and the following Board members were present:

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Alissa Italiano, Councilor
William Nicholson, Councilor
Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Timothy Frateschi, Attorney for the Town. Ann Oot, Town Manager. Allison Weber, Town Clerk. Thomas Poitras, Code Enforcement Officer. Craig Snyder, Police Department.

The following Town Officers Attending Virtually: None

1. Attendees

In-Person Meeting Attendees: Craig A. Dudczak, Fayetteville. Brenda Keith Slack, Fayetteville. Mark Matt, Fayetteville. Michael V. Nesci, E. Syracuse.

Virtual Meeting Attendees: David Neuman, Charlie Breuer

2. The Pledge of Allegiance

Supervisor Deer called the meeting to order at 6:30 PM. Councilor Italiano led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

3. 6:30 PM Open Podium

Craig Dudczak, Manlius read aloud and submitted a written comment regarding the draft comprehensive plan. Mr. Dudczak's comments included remarks on procedural issues related to the draft plan, remarks on cooperation between the Town and Villages, plan assumptions and the quarry.

4. 6:40 PM Public Hearing – Unsafe Building / Structure 606 Cleveland Boulevard & 607 Washington Boulevard

Councilor Denton made a motion, seconded by Councilor Italiano, to waive the reading of the public notice in the matter of the Resolution Authorizing Removal and/or Demolition of Dangerous or Unsafe Structure(s) situated at 607 Washington Blvd. and/or 606 Cleveland Blvd., Fayetteville NY, (tax map # 083.-05-12.0 and 083.-05-19.0).

DRAFT

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to open the public hearing at 6:41 PM in the matter of the Resolution Authorizing Removal and/or Demolition of Dangerous or Unsafe Structure(s) situated at 607 Washington Blvd. and/or 606 Cleveland Blvd., Fayetteville NY, (tax map # 083.-05-12.0 and 083.-05-19.0).

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Attorney Frateschi discussed the process to order the demolition and complaints of an unsafe structure.

The public hearing will be held open until April 26, 2023.

5. 6:47 Public Assembly Permit Application – CNY Land Trust – 7218 Woodchuck Hill Road

Supervisor Deer reviewed the Public Assembly permit request.

PART II – Short Environmental Assessment Form

Attorney Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board determined that each of the environmental factors would have no more than a small to moderate impact. After further discussion, the Board agreed that there would be no significant environmental impact by issuing a public assembly permit to the CNY Land Trust.

Councilor Waters made a motion, seconded by Councilor Denton, to issue a negative declaration under the State Environmental Quality Review act.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson.

Nayes: 0 All in Favor. Motion Carries

Councilor Waters made a motion, seconded by Councilor Bollinger to approve the public assembly permit for CNY Land Trust to hold an event at 7213 Woodchuck Hill Road on Saturday August 12th from 10:00 AM to 10:00 PM pursuant to the resolution prepared by the Attorney for the Town

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson.

Nayes: 0 All in Favor. Motion Carries

DRAFT

6. 6:51 PM Public Hearing – Proposed Local Law to Establish a Planned Use District (PUD)

Attorney Frateschi reviewed the recommendations from the Planning Board for the proposed Local Law.

The Town Board discussed the recommendations, and they removed any lot size language from the law and made all other changes in the recommendations.

Councilor Bollinger made a motion, seconded by Councilor Denton, to waive the reading of the public notice in the matter of the proposed local law to Amend the Town Code to authorize a Planned Unit Development (PUD) Zoning District in Various Zoning Districts in the Town and Sets Forth Rules and Regulation for Site Development in the PUD to the Town Planning Board and to the Onondaga County Planning Board as set forth in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Waters, to open the public hearing at 7:07 PM in the matter of the proposed local law to Amend the Town Code to authorize a Planned Unit Development (PUD) Zoning District in Various Zoning Districts in the Town and Sets Forth Rules and Regulation for Site Development in the PUD to the Town Planning Board and to the Onondaga County Planning Board as set forth in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Dave Barnwell asked for the difference between PUD and a Special Use Permit.

Craig Dudczak asked if a quarry could be put into a PUD?

Tom Poitras, Code Officer stated homebuilders are very interested in the PUD development law.

Councilor Waters made a motion, seconded by Councilor Denton, to close the public hearing at 7:22 PM in the matter of the proposed local law to Amend the Town Code to authorize a Planned Unit Development (PUD) Zoning District in Various Zoning Districts in the Town and Sets Forth Rules and Regulation for Site Development in the PUD to the Town Planning Board and to the Onondaga County Planning Board as set forth in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

DRAFT

7. 7:23 PM Board of Assessment Review Openings

Supervisor Deer stated there are two openings for the Board of Assessment Review. If anyone would like to serve on the board the Town will accept application until April 21st followed by an interview process.

8. 7:25 PM Town of Manlius Comprehensive Plan - SEQRA

Councilor Waters made a motion, seconded by Council Bollinger to declare the Town of Manlius as lead agency for SEQRA for the Town of Manlius Comprehensive Plan.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

9. 7:26 PM Set Date – Public Hearing – Comprehensive Planning Steering Committee

Councilor Bollinger made a motion, seconded by Council Waters to set the date for Comprehensive Plans Steering Committee meeting for 4:00 PM on May 10, 2023.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

10. 7:27 PM Resolution to Adopt the Neighborhood Sidewalk Program

Councilor Denton reviewed the questions received and updated Neighborhood Sidewalk Program.

Councilor Denton made a motion, seconded by Councilor Waters, to adopt the resolution creating and adopting the Neighborhood Sidewalk Program as outlined in the resolution presented by Councilor Denton.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

11. 7:29 PM Request for Hydrant Approval – OCWA – 5427 Burdick St.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the installation of 1 fire Hydrant # 15225 located at 5427 North Burdick Street at an annual rate of $82.11.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

DRAFT

12. 7:30 PM 2023-2027 Village of Manlius Lease – Town of Manlius Police Department

Supervisor Deer stated the lease presented is a departure from prior leases as the yearly increases are quite substantial and being for five years.

- $103,020 in 2023
- $108,171 in 2024
- $113,579 in 2025
- $118,122 in 2026
- $ 122,846 in 2027

The Board tabled the decision to allow time to meet with the Village of Manlius for negotiations on the lease.

13. 7:32 PM Syracuse Signals Systems Inc. Contract

Councilor Bollinger stated the dates of service are incorrect in the body of the contract and asked that it be amended to April 3, 2023, to December 31, 2023.

Councilor Italiano made a motion, seconded by Councilor Waters, to approve a 1-year contract with Syracuse Signals for on call service for traffic beacons at FM Highschool and ESM Schools on Kirkville Road as outlined in the contract as amended.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

14. 7:33 PM Approval of Minutes – March 16, 2023 & March 22, 2023

Councilor Denton made a motion, seconded by Councilor Nicholson, to approve the minutes of the March 16, 2023, Town Board meeting as presented by Town Clerk Weber.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

Councilor Italiano made a motion, seconded by Councilor Denton, to approve the minutes of the March 22, 2023, Town Board meeting as presented by Town Clerk Weber.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

15. 7:34 PM Approval of Abstract # 7

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract # 7 in the amount of $ 450,195.09 as submitted by Town Clerk Weber.

DRAFT

TOWN OF MANLIUS
Fund Summary
Abstract # 7 - 2023

CODE	FUND	TOTALS
A	General Fund Townwide	$310,786.94
B	General Fund Town	$8,892.63
DA	Highway Fund Townwide	$83,473.86
DB	Highway Fund Part Town	$3,071.40
CM3	Sustainable Manlius	$4,617.10
SL1	Overhead Lighting District	$1,686.09
SL2	Underground Lighting	$2,317.50
SL3	Entry Lighting	$111.40
SL4	Garden Park Lighting	$683.86
SL5	Ratnour Bridge Lighting	$2,551.57
SR1	Trash	$185.87
SR2	Brush	$185.87
TA2	Trust & Agency - Other	$1,432.00

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

Councilor Italiano stated that Fishstock was held last Wednesday and received 453 pounds of food, $489.26 in donations becoming a very successful event.

Councilor Bollinger thanked the Villages of Manlius, Fayetteville, and Minoa fire departments for meeting with the Town before their budgets were approved.

Councilor Waters stated that Michaline Younis of HEAL of Onondaga County which provides education, awareness and prevention of substance abuse and mental wellness spoke at the CRC meeting.

16. 7:37 PM Adjournment

By motion made by Councilor Bollinger and seconded by Councilor Italiano, the Board voted unanimously to suspend the public portion of the meeting at 7:37 PM to enter executive session to discuss the employment history of an individual that may lead to the employment of an individual in the Town Clerk's Office

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

DRAFT

Allison A. Weber
Town Clerk

EXECUTIVE SESSION MEETING MINUTES
Executive Session
April 12, 2023

Councilor Denton made a motion, seconded by Councilor Bollinger, to adjourn executive session at 7:50 PM.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Denton and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 7:51 PM.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Submitted by:

DRAFT

MINUTES
TOWN BOARD
April 26, 2023

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here;
https://www.youtube.com/channel/UC3pS9-uTiX4l7aEgciGEVSA

Supervisor Deer presided, and the following Board members were present:

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Alissa Italiano, Councilor
William Nicholson, Councilor
Katelyn M. Kriesel, Councilor

The following Town Officers were present:

Joseph Frateschi, Attorney for the Town. Ann Oot, Town Manager. Allison Weber, Town Clerk. Thomas Poitras, Code Enforcement Officer. Rob Cushing, Highway Superintendent, Jason Cassalia, Interim Chief of Police.

The following Town Officers Attending Virtually: Councilor Bollinger

1. Attendees

In-Person Meeting Attendees: Elizabeth Chapman, Fayetteville. Mark Matt, Fayetteville. Chris Danaher, Fayetteville. Anthony Rojas, Cicero. Scott Freeman, Liverpool. Mary Tesko, Fayetteville. Robert Amodi, Liverpool. R. Hart, Manlius. J. Conger, Manlius.

Engineering Students: Jacob Tyler, Andrew Gorman, Nicholas Troccolo, Tianhan Zhong

Virtual Meeting Attendees: Nicholas Michael Troccolo, Michelle Daly, David Neuman, Casey Cleary, Kelly McMahon, Sierra Mikado, Lori Snyder, Cheryl Matt, Chris Harvey, Karen Ayoub, Kerry Gorman, E. Linhart.

2. The Pledge of Allegiance

Supervisor Deer called the meeting to order at 6:30 PM. Councilor Italiano led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

3. 6:30 PM Open Podium

Joe D Walcker III spoke about the upcoming public hearing to for unsafe building /structure on Cleveland Boulevard. The board asked Mr. Walcker to hold his comments concerning the unsafe building/structure until the public hearing.

Elizabeth Chapman, 7135 E. Genesee St., Fayetteville asked the board to address the flooding issues in her neighborhood before any sidewalks are considered.

DRAFT

4. 6:45 PM Public Hearing – Unsafe Building/Structure – 606 Cleveland Blvd and 607 Washington Blvd

Attorney Joseph Frateschi reviewed the resolution concerning unsafe building/structures located at 606 Cleveland Blvd and 607 Washington Blvd.

Code Officer Poitras stated the building/structures located at 606 Cleveland Blvd and 607 Washington Blvd. do not comply with various New York State and Town of Manlius building and safety codes. Mr. Poitras asked the board to approve the resolution to remove the unsafe and dangerous structures commencing on June 2, 2023.

Supervisor Deer stated that this is a continuation of the public hearing from April 12, 2023.

Joe Walcker III spoke at length about the Town's legal process to remove structures from his property and stated that the processes were not properly followed. Mr. Walcker spoke about his belief that he had permission to build on his property from the Department of Environmental Conservation.

Jerry Smith, Cleveland Blvd., Fayetteville discussed the ongoing construction of structures on Mr. Walcker's property and stated that Mr. Walcker is not following the law.

Elizabeth Chapman, 7135 E. Genesee St., Fayetteville stated she would like the trails at the end of Cleveland Blvd. to be available as they always have been.

With there being no further comments from the public, Councilor Kriesel made a motion, seconded by Councilor Denton, to close the public hearing at 7:01 PM in the matter the removal and/or demolition of unsafe structures at 606 Cleveland Blvd and 607 Washington Blvd, Fayetteville NY.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Waters confirmed with Code Officer Poitras that there were no site plans or building permits approved by the Town for 606 Cleveland Blvd. and 607 Washington Blvd.

Councilor Kriesel made a motion, seconded by Councilor Denton, to adopt the resolution authorizing the removal and/or demolition of unsafe structures at 606 Cleveland Blvd and 607 Washington Blvd, Fayetteville NY as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

DRAFT

5. 7:03 PM Code Enforcement – Proposed Local Law Related to Tall Grass

Code Officer Poitras reviewed the proposed Local law related to tall grass and managed natural landscapes. The board discussed the proposed law and its purpose.

Councilor Kriesel made a motion, seconded by Councilor Denton, to refer the proposed Local law related to Tall Grass to the Sustainable Manlius Committee for their feedback.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

6. 7:09 PM Zone Change Application – Initial Presentation – Garden Park Apartments – Highbridge Steet (tax map # 093.-01-05.1) Commercial A (CA) to Residential 5 (R5)

Chris Danaher, Attorney for the applicant gave a brief presentation of the project.

Anthony Rojas, Project Architect spoke about the design of the proposed apartment building.

Scott Freeman, landscape Architect walked through a preliminary site plan for the board.

The applicant is proposing an apartment building with 70 +/- apartments for older adults [55+]. This facility would about the Brookdale Alzheimer's Facility and family members of residents of the facility could live in the proposed apartments.

The town board asked questions about the proposed facility and asked if there is road access to the proposed apartments. The applicant stated that there is a proposed agreement between Brookdale for shared road access.

Denise Root, Executive Director of Brookdale stated she is very excited about the proposed apartment project stating it would be a compliment to the Brookdale facility.

Councilor Denton made a motion, seconded by Councilor Italiano, to refer the proposed Zone Change Application for Garden Park Apartments made by Bob Amodi to change the zoning on the parcel located on Highbridge Street from Commercial A (CA) to Residential 5 (R5) to the Town of Manlius Planning Board and Onondaga County Planning Board.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

7. 7:43 PM S.U. Student Presentation on Bishop Brook Drainage

Syracuse University Students gave a presentation on the Bishop Brook Stormwater Management.

DRAFT

8. 8:07 PM Draft Local Law to Establish a Planned Use District (PUD)

Supervisor Deer stated there have been changes made to the proposed local law based on feedback from the public hearing, the Town of Manlius Planning Board and the Onondaga County Planning Board.

Councilor Waters made a motion, seconded by Councilor Kriesel, to declare the Town of Manlius lead agency for SEQR purposes in the matter of a Local Law to Establish a Planned Use District (PUD).

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

PART II – Short Environmental Assessment Form

Attorney Joseph Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board determined that each of the environmental factors would have no more than a small to moderate impact. After further discussion, the Board agreed that there would be no significant environmental impact by approving a Local law to Establish a Planned Use District (PUD) based on the reasons set forth in the Resolution drafted by the Attorney for the Town.

Councilor Kriesel made a motion, seconded by Councilor Waters, to make a finding of no significant impact for SEQR.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Italiano made a motion, seconded by Councilor Kriesel, to adopt Local Law 2023-6 to Amend Chapter 155 of the Town Code and Establish a Planned Unit Development ("PUD") Zoning District in Various Zoning Districts in the Town and Setting forth Rules and Regulations for Site Development as set forth in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

9. 8:12 PM Resolution Recognizing Earth Month in the Town of Manlius

Councilor Kriesel made a motion, seconded by Councilor Denton, to adopt the resolution recognizing earth month in the Town of Manlius as presented by Councilor Kriesel.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

DRAFT

Nayes: 0 All in Favor. Motion Carries.

10. 8:15 PM 2023 Hope for Heather Agreement

Councilor Nicholson made a motion, seconded by Councilor Waters, to authorize the supervisor to sign the 2023 Agreement regarding Hope for Heather Teal Ribbon Run Through the Village of Minoa, New York on May 20, 2023.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

11. 8:16 PM Grounds Maintenance Proposals from Brightview

Councilor Denton made a motion, seconded by Councilor Kriesel, to authorize the supervisor to sign the proposals from Brightview Landscape Services for Spring Clean Up and Mulch in the total amended amount of $2,194.24.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

12. 8:18 PM Supervisor's Report – March 2023

Councilor Denton made a motion, seconded by Councilor Italiano, to approve the Supervisor's report for March 2023.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

13. Approval of Minutes – April 12, 2023 - Tabled

14. 8:19 PM Approval of Abstract # 8

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve Abstract # 8 in the amount of $314,119.30 as submitted by Town Clerk Weber.

TOWN OF MANLIUS
Fund Summary
Abstract # 8 - 2023

CODE	FUND	TOTALS
A	General Fund Townwide	$67,359.52
B	General Fund Town	$8,289.09
DA	Highway Fund Townwide	$4,873.55
DB	Highway Fund Part Town	$2,036.74

DRAFT

CM3	Sustainable Manlius	$791.40
SR1	Trash	$205,581.50
SR2	Brush	$25,187.50

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nays: 0 All in Favor. Motion Carries.

17. 8:32 PM Adjournment

By motion made by Councilor Italiano and seconded by Councilor Denton, the Board voted unanimously to suspend the public portion of the meeting at 8:19 PM to enter executive session to discuss personnel matters.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

DRAFT

EXECUTIVE SESSION MEETING MINUTES
Executive Session
April 26, 2023

Councilor Kriesel made a motion, seconded by Councilor Italiano, to adjourn the executive session at 8:30 PM.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Motion to Hire Maria Lenway as Comptroller at a Yearly Salary of $70,000

Councilor Denton made a motion, seconded by Councilor Kriesel, to hire Maria Lenway at a rate of $70,000 per year effective May 15, 2023.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Motion to Increase Yearly Salary of Kay Blythe to $46,600

Deputy Town Manager Kay Blythe will be taking on additional responsibilities within the Supervisor's Office including communications and project management.

Councilor Italiano made a motion, seconded by Councilor Nicholson, to set the yearly salary of Kay Blythe to $46,600 effective May 8, 2023.

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 8:32 PM.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

Submitted by:

Allison Weber
Manlius Town Clerk

DRAFT

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023	A00-5.1110.400	Justices - Contractual	40.00	600	460.00		9,903	8,634.47	
	A00-5.1220.400	Supervisor - Contractual	3,333.00	10,000	6,674.90-	Y	71,600	36,987.53	
	A00-5.1220.405	Supervisor - Information T	385.88	8,000	7,143.29		71,600	39,934.65	
	A00-5.1220.480	Supervisor - Payroll	2,078.17	37,500	23,388.74		71,600	38,242.36	
	A00-5.1420.481	Attorney - Litigation	1,399.80	25,000	4,509.40		116,000	54,535.65	
	A00-5.1420.483	Attorney - Town Board	5,500.00	66,000	36,970.00		116,000	50,435.45	
	A00-5.1620.420	Buildings - Gas/Electric	1,213.32	35,000	27,094.92		477,873	381,781.25	
	A00-5.1620.423	Buildings - Security Servi	66.95	900	565.25		477,873	382,927.62	
	A00-5.1620.430	Buildings - Cleaning	126.25	16,560	9,942.22		477,873	382,868.32	
	A00-5.1620.485	Buildings - Snow Removal	540.00	2,500	200.00-	Y	477,873	382,454.57	
	A00-5.1640.410	Central Garage - Gasoline	2,644.97	100,000	66,901.98		104,500	70,371.73	
	A00-5.1670.407	Central Printing - Copier	979.58	6,800	3,324.44		64,100	47,298.56	
	A00-5.1910.400	Unallocated Insurance	3,364.00	220,000	13,968.78-	Y	220,000	13,968.78-	Y
	A00-5.3120.461	Police - Accreditation	1,463.00	40,461	27,241.24		669,227	531,387.18	
	A00-5.3120.465	Police - Forensic	1,406.40	44,828	36,872.97		669,227	531,443.78	
	A00-5.3310.400	Traffic Control - Contract	21.59	3,060	2,920.58		3,060	2,920.58	
	A00-5.5132.420	Garage - Gas/Electric	1,139.65	39,200	27,804.55		409,431	384,649.33	
	A00-5.5182.400	Street Lighting - Contract	368.76	5,500	3,436.03		5,500	3,436.03	
	A00-5.7450.400	Museum - Contractual	8,000.00	8,000	0.00		8,000	0.00	
	A00-5.9055.800	Disability Insurance	500.69	5,800	4,753.66		5,800	4,753.66	
	A00-5.9060.800	Health Insurance	169,253.32	2,095,745	1271,133.18		2,095,745	1,271,133.18	
	B00-5.3620.400	P & D - Contractual	358.00	0	25,565.62-	Y	57,550	15,630.47	
	B00-5.8010.450	Zoning - Attorney	595.00	4,000	2,079.00		5,650	3,311.40	
	B00-5.8020.410	Planning - Engineer	1,826.54	15,000	10,072.46		37,020	27,035.17	
	B00-5.8020.450	Planning - Attorney	1,360.00	20,000	13,929.30		37,020	27,501.71	
	B00-5.9055.800	P & D - Disability Insuran	21.16	250	145.44		250	145.44	
	B00-5.9060.800	P & D - Hospital & Medical	4,816.61	59,567	35,483.95		59,567	35,483.95	
	DA0-5.9055.800	Disability Insurance	183.35	1,100	375.12		1,100	375.12	
	DB0-5.9060.800	Hospital & Medical Insuran	27,879.00	192,693	164,814.00		192,693	164,814.00	
	SL1-5.5182.400	Street Lighting - Contract	1,640.32	25,000	16,294.25		25,000	16,294.25	
	SL2-5.5182.400	Street Lighting - Contract	2,251.63	33,000	21,054.31		33,000	21,054.31	
	SL3-5.5182.400	Street Lighting - Contract	108.07	1,700	1,123.26		1,700	1,123.26	
	SL4-5.5182.400	Street Lighting - Contract	674.37	10,000	6,532.33		10,000	6,532.33	
	SL5-5.5182.400	Street Lighting - Contract	2,479.56	37,000	23,849.67		37,000	23,849.67	
	SR1-5.9060.800	Hospital & Medical Insuran	185.87	2,795	1,865.65		2,795	1,865.65	
	SR2-5.9060.800	Hospital & Medical Insuran	185.87	2,795	1,865.65		2,795	1,865.65	
	TA2-2.851	Engineering Deposits	1,611.00						
		** 2023 YEAR TOTALS	250,001.68						

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
2023-2024	A00-2.700	Rec Dept Clearing Acct	11,338.70						
	A00-5.1110.401	Justices - Office Supplies	402.00	2,800	1,571.47		9,903	8,674.47	
	A00-5.1220.401	Supervisor - Office Suppli	62.96	3,000	2,406.43		71,600	40,320.53	
	A00-5.1220.402	Supervisor - Seminar/Confe	4,985.48	7,000	3,264.92		71,600	40,320.53	
	A00-5.1410.401	Town Clerk - Office Suppli	18.39	2,200	2,302.64		11,516	8,046.71	
	A00-5.1410.402	Town Clerk - Seminars/Conf	100.00	4,945	4,743.60		11,516	8,046.71	
	A00-5.1410.405	Town Clerk - Information T	2,801.09	2,700	425.54-	Y	11,516	8,046.71	
	A00-5.1620.200	Buildings - Equipment	161.99	30,000	32,900.74		30,000	32,900.74	
	A00-5.1620.405	Buildings - Information Te	1,874.46	389,763	319,933.35		477,873	382,994.57	
	A00-5.1620.424	Buildings - Internet	93.84	2,500	1,634.18		477,873	382,994.57	
	A00-5.1670.401	Central Printing - Office	25.98	18,500	14,926.27		64,100	48,278.14	
	A00-5.3120.400	Police - Contractual	633.80	46,781	38,852.89		669,227	532,850.18	
	A00-5.3120.401	Police - Office Supplies	635.89	15,285	13,219.58		669,227	532,850.18	
	A00-5.3120.405	Police - Info Tech/Electro	749.96	12,750	6,429.46		669,227	532,850.18	
	A00-5.3120.412	Police - Vehicle Repair	173.00	119,236	72,601.36		669,227	532,850.18	
	A00-5.3120.421	Police - Phone	554.19	31,820	25,361.16		669,227	532,850.18	
	A00-5.3120.423	Police - Security Service	30.00	420	419.90		669,227	532,850.18	
	A00-5.3120.446	Police - Maintenance Contr	2,604.76	63,651	36,719.90		669,227	532,850.18	
	A00-5.3120.448	Police - Uniforms & Cleani	1,913.76	68,879	59,175.50		669,227	532,850.18	
	A00-5.3120.462	Police - Community Relatio	480.60	4,550	4,069.40		669,227	532,850.18	
	A00-5.3120.464	Police - Protection Gear	1,112.20	59,042	51,901.77		669,227	532,850.18	
	A00-5.3120.465	Police - Forensic	399.95-	44,828	38,279.37		669,227	532,850.18	
	A00-5.5010.402	Sup of Highways -Confernce	125.00	1,600	1,472.90		27,650	27,522.90	
	A00-5.5132.423	Garage - Fire Monitoring	399.00	700	110.98-	Y	409,431	385,788.98	
	A00-5.5132.426	Garage - Dumpster	481.89	6,136	3,726.55		409,431	385,788.98	
	A00-5.5132.430	Garage - Cleaning/Bathroom	228.10	3,500	2,817.49		409,431	385,788.98	
	A00-5.7310.401	Recreation - Office Suppli	41.07	1,275	918.99		91,419	71,110.74	
	A00-5.7310.402	Recreation -Seminars/Confe	3,891.10	11,670	6,613.90		91,419	71,110.74	
	A00-5.7310.408	Recreation - Printing & Ad	19.99	3,779	3,934.15		91,419	71,110.74	
	A00-5.7310.410	Recreation - Program Expen	489.27	66,650	56,182.87		91,419	71,110.74	
	A00-5.7310.415	Recreation - Mileage	224.01	1,845	1,556.37		91,419	71,110.74	
	B00-5.3620.400	P & D - Contractual	90.00	0	25,207.62-	Y	57,550	15,988.47	
	B00-5.3620.401	P & D - Office Supplies	28.89	2,000	1,697.85		57,550	15,988.47	
	B00-5.3620.403	P & D - Associations/Dues	75.00	750	325.00		57,550	15,988.47	
	B00-5.8010.408	Zoning - Advertising	128.85	800	382.40		5,650	3,906.40	
	B00-5.8020.401	Planning - Office Supplies	16.71	720	690.36		37,020	28,861.71	
	CM3-5.6789.200	Sustain Manlius - Equipmen	161.99	0	161.99-	Y	0	161.99-	Y
	CM3-5.6789.400	Sustain Manlius - Contract	1,513.90	0	6,922.40-	Y	0	6,922.40-	Y
	DA0-5.5130.411	Machinery - Vehicle Expens	3,234.30	140,000	110,542.76		231,591	178,216.52	
	DA0-5.5130.440	Machinery - Equipment Expe	1,941.42	70,000	54,267.44		231,591	178,216.52	
	DA0-5.5130.447	Machinery - Shop Supply/St	522.64	10,200	2,200.92		231,591	178,216.52	
	DA0-5.5130.473	Machinery - Shop Tools	35.20	7,000	6,814.40		231,591	178,216.52	
	DA0-5.5140.410	Brush & Weeds - Fuel	65.89	4,500	4,434.11		73,625	79,769.52	
	DA0-5.5140.447	Brush & Weeds - Supplies/T	22.65	2,000	1,977.35		73,625	79,769.52	
	DA0-5.5140.473	Brush & Weeds - Tools	279.00	750	471.00		73,625	79,769.52	