Agenda
Manlius Town Board
February 14, 2024
6:30 PM

1. Virtual Meeting Instructions - February 14, 2024

   Documents:

   2-14-24 TOWN BOARD MEETING INSTRUCTIONS.PDF

2. Pledge Of Allegiance

3. Open Podium

4. 2023 Recreation Department Annual Report
   2023 Town of Manlius Recreation Department Annual Report

   Documents:

   2023 ANNUAL REPORT.PDF

5. County Legislator Mark Olson - County Update

6. RT Zoning Discussion
   The Town Board will be discussing the existing transitional zoning classifications.

   - RESIDENTIAL TRANSITIONAL (RT)
   - RESIDENTIAL MULTI-USE (RM)
   - NEIGHBORHOOD SHOPPING (NS)

7. Public Hearing - Local Law - Amending The Conditions For Approval Of Independent Electrical Inspectors

   Documents:

   LOCAL LAW - ENACTING - AMENDING THE CONDITIONS FOR APPROVAL OF INDEPENDENT ELECTRICAL INSPECTION FIRMS.PDF

8. Public Hearing - Local Law - Updating The Town's Existing Floodplain Management Regulations

   Documents:

   LOCAL LAW - ENACTING - UPDATING THE EXISTING FLOODPLAIN MANAGEMENT REGULATIONS.PDF

9. Seven Pines Zone Change Application - 8104 Manlius Cazenovia Road ( Route 92) - Tax Map # 112-02-2.7 - Restricted Agricultural (RA) To Residential Multi-Use (RM)
   The applicant will be making an initial presentation to the Town Board. The following actions could take place:

- Referral to Town of Manlius Planning Board
- Referral to Onondaga County Planning Board
- Set Date for a Public Hearing

Documents:

SEVEN PINES - ZONE CHANGE APPLICATION.PDF
SEVEN PINES - SURVEY 1.PDF
SEVEN PINES - SITE PLAN.PDF
SEVEN PINES - EAF.PDF
LOCAL LAW - PUBLIC HEARING - ZONE CHANGE FOR SEVEN PINES.PDF

10. Project Coordinator

    1. Motion to create the position of Project Coordinator
    2. Motion to hire Rebecca Broome at a rate of $30 per hour for up to 20 hours per week effective February 13, 2024

11. Appointment Of Planning Board Members

12. Town Planning Committee Update

13. Liaison Appointments

    Documents:

    COMMITTEES AND LIAISON TO COMMITTEES.PDF
    2024 DEPARTMENT LIAISONS.PDF

14. Appointment Of Court Attendant

    Motion to appoint Shawn Gwilt to the position of Court Attendant at a rate of $52 per hour.

15. Agreement For The Maintenance Of The Dock In The Poolsbrook Picnic Area

    Documents:

    POOLSBROOK - DOCK MEMORANDUM.PDF
    POOLSBROOK - APPLICATION FOR SPECIAL PERMIT.PDF

16. 2023 Year End Budget Modifications

    1. Motion to Approve 2023 Budget Transfers
    2. Motion to Approve 2023 Budget Encumbrances
    3. Motion to Approve 2023 Budget Adjustments

    Documents:

    BUDGET TRANSFERS.PDF
    2023 ENCUMBRANCES.PDF
    AMENDMENTS TO THE 2023 BUDGETS.PDF

17. School Speed Zone Request From Fremont Elementary For Richmond Rd West

18. Approval Of Minutes - January 24, 2024

    Documents:

    1-24-24 FINAL DRAFT.PDF

19. Approval Of Abstract # 3

    Documents:

    ABSTRACT 3.PDF

20. 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

February 14, 2024

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/87058710508?pwd=bnBybWphS2gyVHpiNFJNRHcyKy82QT09

Password to join when prompted:

Password: **687924**

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: 870 5871 0508

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

Password: **687924**

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

Town of MANLIUS New York

RECREATION DEPARTMENT

manliustown.recdesk.com

# Annual Report 2023

Town of
MANLIUS
New York

# RECREATION DEPARTMENT

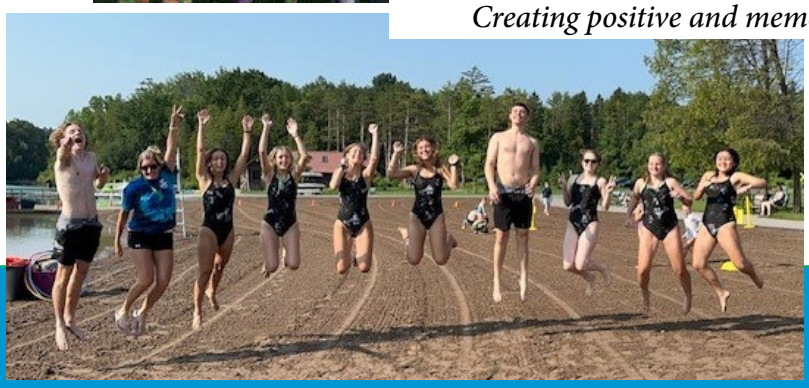
## MISSION

Our mission is to create fun, safe, affordable activities to enrich the community's quality of life through outstanding recreation programs for all individuals.

# ABOUT US

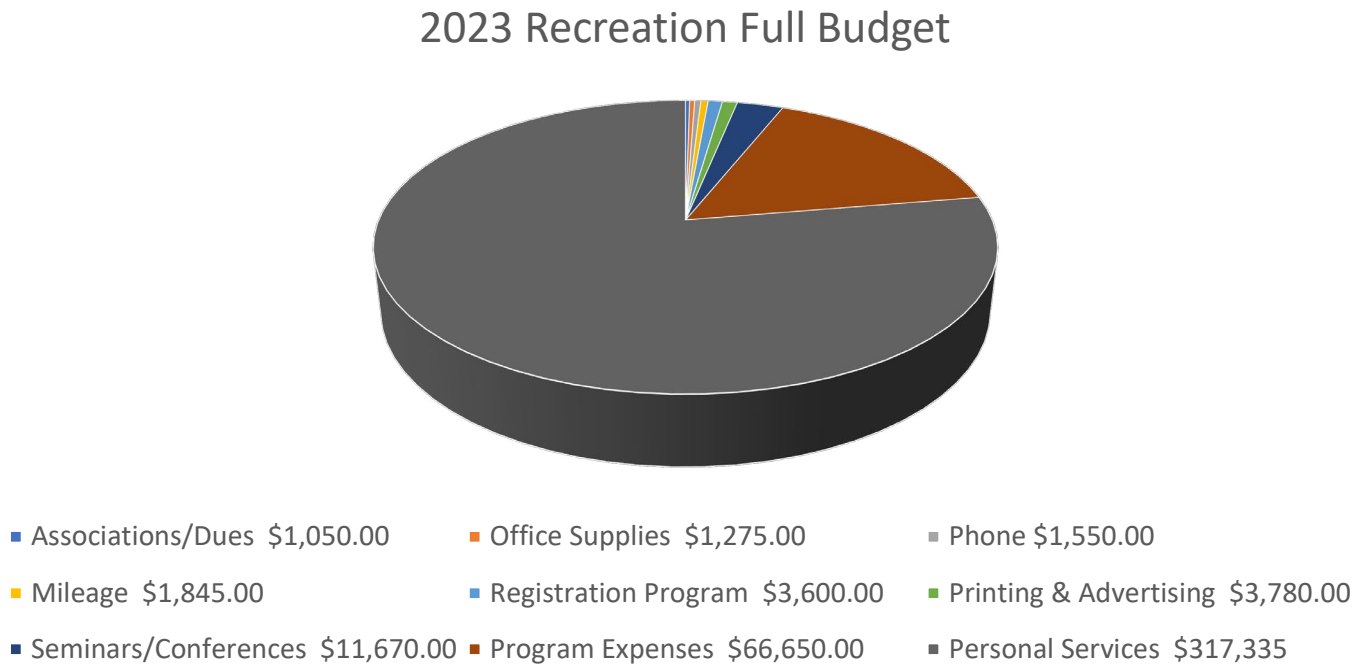
The recreation department is housed in the Manlius Town Hall.
Three full time recreation staff, Recreation Director, Peggy Kenyon, and Recreation Supervisors Elaine Ferguson and Kristine Zingaro report to the Manlius Town Board via our Town Board Liaison Alissa Italiano.
We all work hard together offering 2 playground programs, learn to swim, 3 special events, a summer show and adult pickleball. In 2023 we employed, trained and supervised 65 part time staff for those programs. We also oversaw 121 programs that ran through the Town outside of our budget in 2023.

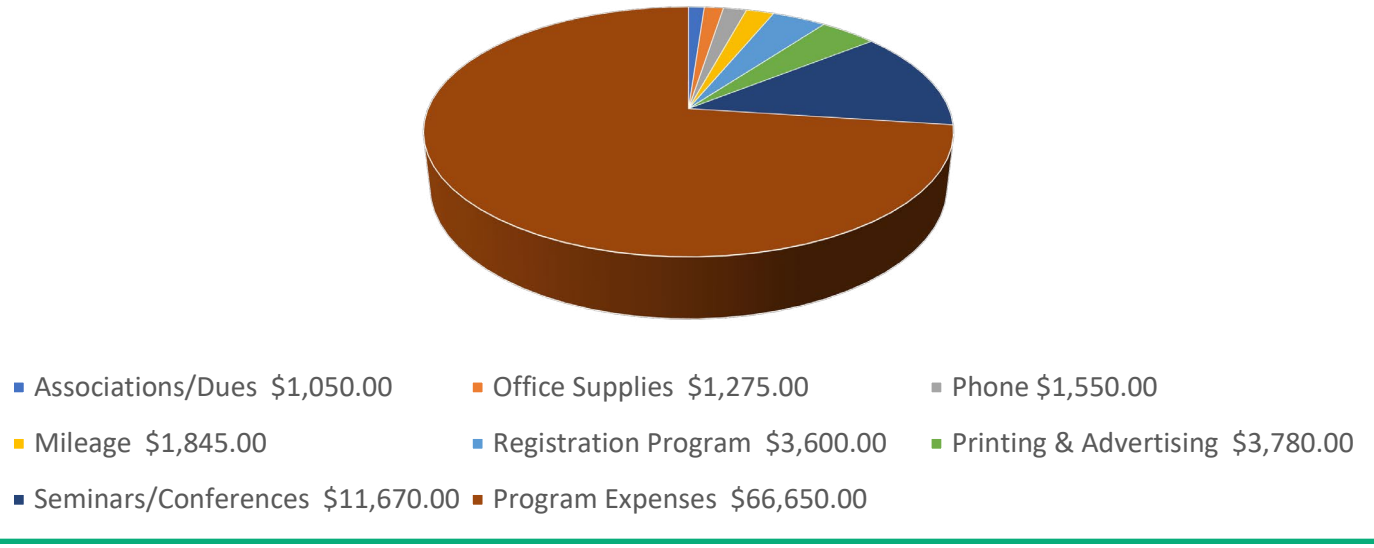
*It's our staff that are out there making a difference.*
*Creating positive and memorable experiences.*



# 2023 BUDGET

The largest part of our budget is for staffing. After staffing, program expenses is the second largest. The program expense line includes supplies needed for playgrounds, special events, summer show, learn to swim, and background checks for all staff and volunteers.
The charts below show the 2023 budget breakdown with and without staffing (personal services line) costs.
We are happy to report that we were able to stay within our budget in 2023.

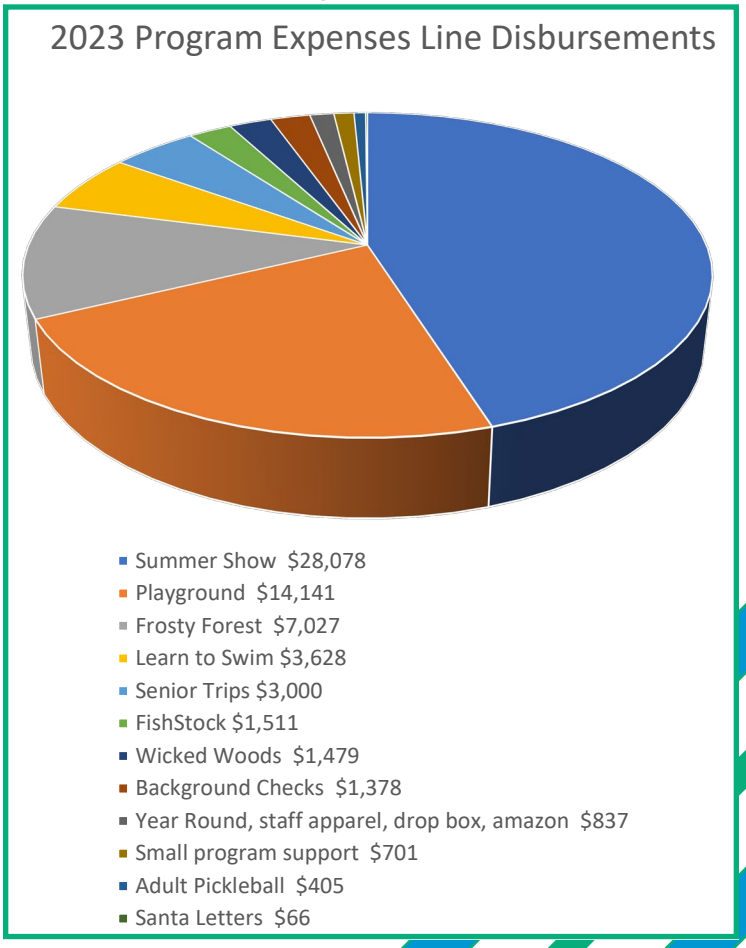


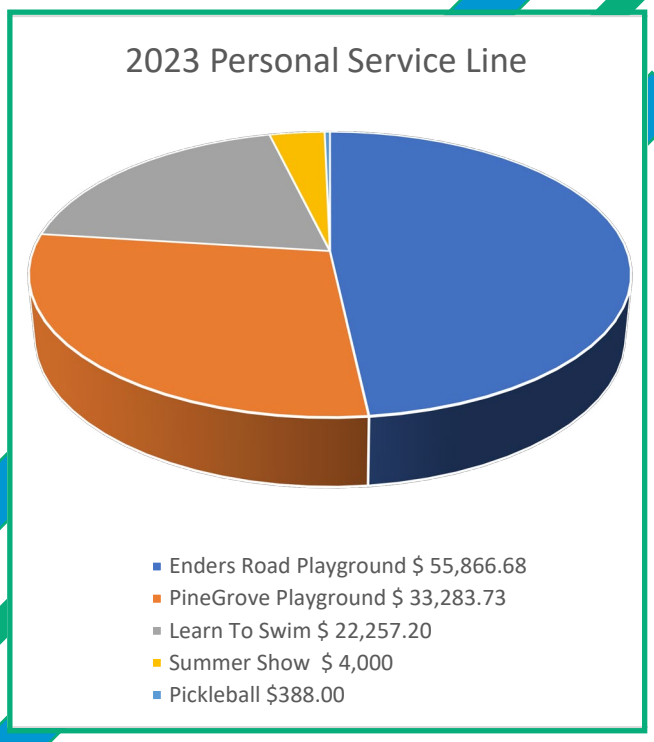



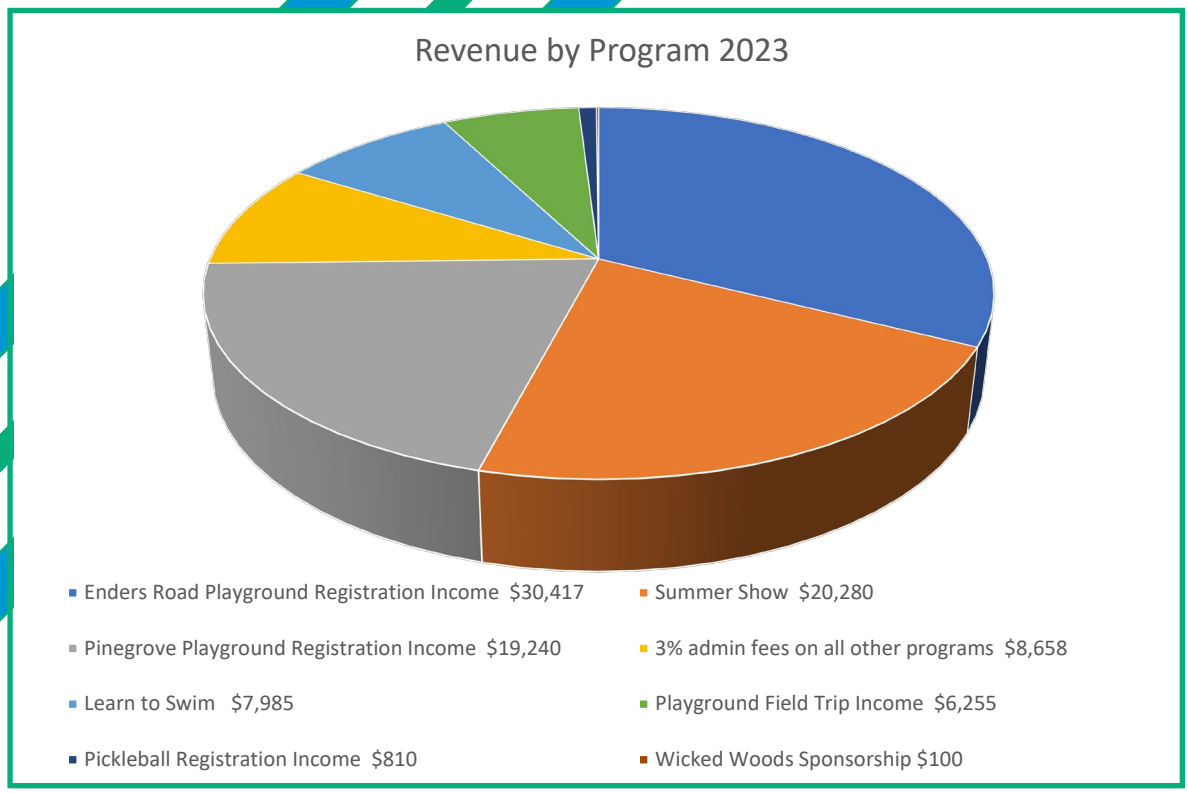
# 2023 PROGRAM SPENDING AND REVENUE

Staffing was our largest expense and our most important expense to ensure safe, quality programs.

We brought in $23,745 more in revenue than budgeted for in 2023.



# 2023 HIGHLIGHTS
# Programming and Collaboration

Each year we continue to strengthen our working relationships with our co-sponsors for our special events.
Frosty Forest and Wicked Woods Drive Through are co-sponsored with Fayetteville Recreation Commission, the Village of Manlius Parks and Recreation, the Village of Minoa, and New York State Office of Parks, Recreation and Historic Preservation.
Fishstock is the same group with the addition of Onondaga County Parks.
We are proud of the partnering that we do to bring high quality programs to our residents and beyond.

We appreciate the willingness of our police department to be involved with special events. They ensure a safe atmosphere while increasing public pride in their dedication to this Town.

# SPECIAL EVENTS

We are proud of our special events for many reasons. All of the partners have stayed true to the desire to offer these events for free so there is no financial barrier for anyone to be able to participate. Asking for a non-perishable food donation to the CNY Food Bank upon entrance to the events adds stewardship for our community to the list of why these events are great!

The numbers of participants, the compliments, thank yous, and the smiling faces tell us we are meeting our mission of helping to improve our residents' quality of life.

## Frosty Forest

**Participation - 300+ cars**

**Food Bank Donations 264 pounds of food, $252.06 = 976 meals**

## Fishstock

**Participation - 600+ attendees**

**Food Bank Donations 453 pounds of food, $489.26 = 1,845 meals**

## Wicked Woods Drive Through

**Participation - 1200+ cars**

**Food Bank Donations 2,675 pounds of food, $404.31 = 3,441 meals**

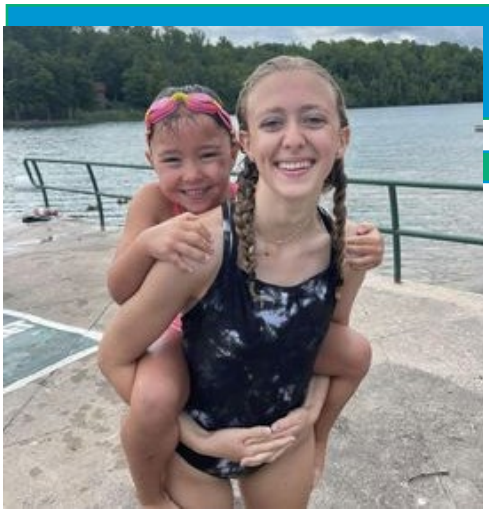
# SUMMER PLAYGROUNDS AND LEARN TO SWIM

## Participation was up and smiles all around!

### Enders Road Playground
Session I - 169 participants
Session II - 179 participants

### Pine Grove Playground
Session I - 100 participants
Session II - 114 participants

### Learn To Swim
Session I - 50 participants
Session II - 59 participants



# SUMMER SHOW "School of Rock"

## 739 tickets sold over 3 nights

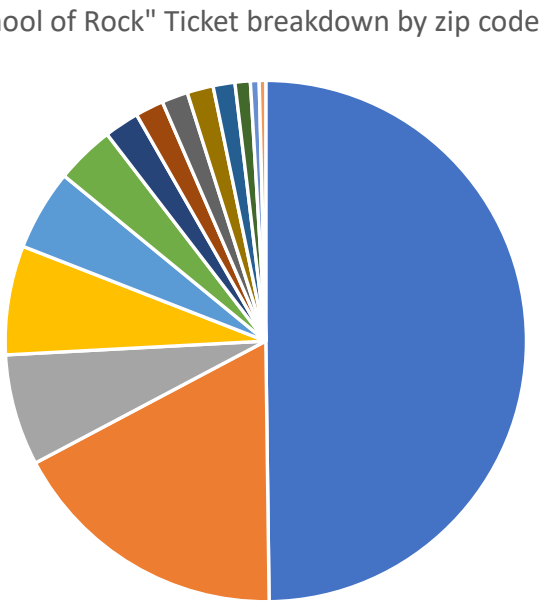
## 28 Cast members, 7 Orchestra Pit Members, 12 Stage Crew

**"The Manlius musical was an incredible experience for myself. I was amazed at the professional demeanor and amazing talent of every single person involved. It is a true testament to the unique individuals and diverse backgrounds that are found in our community." Dr. Matthew Whipple**

**"Participating in this show was the perfect way to spend my summer. Having been away from theatre for 10 years, being cast in School of Rock allowed me to fall back in love with an art that was once a huge part of my life. I am so glad to have had the opportunity to meet new people and create new memories." Michelle Ross**

**"My daughter has gained so much because she has been part of the cast. Confidence, friendship, teamwork, dedication, and responsibility are some examples." Suzanne Kaercher**

| # TICKETS | LOCATION |
|---|---|
| 368 | Manlius |
| 129 | Fayettville |
| 51 | Cazenovia Chittenango Pulaski |
| 50 | Jamesville DeWitt |
| 37 | Syracuse NY |
| 27 | Minoa East Syracuse |
| 16 | East Chatham Wassaic Brooklyn |
| 13 | Fabius Deruyter New Woodstock |
| 12 | Baldwinsville Liverpool |
| 12 | Cicero Clay North Syracuse Brewerton Bridgeport |
| 10 | Solvay Camillus Auburn Jordan |
| 7 | Out of State |
| 4 | Churchville Fairport |
| 3 | Lake Placid |



Theatre opens us up to experiencing different perspectives that we may not be aware of or contemplated. Theatre's way of examining dialogue, monologue and character allows us to flex our empathy muscles. In other words- understanding theatre helps us understand what it means to be human.

# SELF SUSTAINING PROGRAMS

We are also proud of the 121 programs that we oversaw that are not included in our budget. We have a great network of coaches, instructors, and program directors who feel confident running their programs through the Town.

Those programs brought in $265,426 in 2023 of which the Town kept 3% as Town Revenue and then disbursed the rest to cover the cost of supplies and staff for those programs at the direction of each program's director.

# COMMUNITY ENGAGEMENT

2023 was a year of more community engagement than past years.
We participated in and helped represent the Town at several Community Events.

## OLD ERIE CANAL BOAT FLOAT

We were thrilled that the Town received a grant for an ADA Accessible Boat Launch at Poolsbrook State Park which is within the Town of Manlius. This was through the work of Deputy Town Supervisor, Sara Bollinger and Town Manager, Ann Oot.

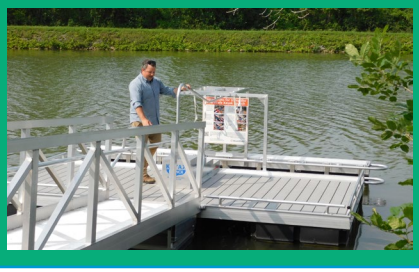
With this brought the opportunity for our department to become involved with the Old Erie Canal Boat Float. We helped plan the event and facilitated the registration for the event through RecDesk . On the day of the event we manned the check-in for attendees at Poolsbrook.

## EARTHFEST

Sustainable Manlius asked us to have a table at EarthFest. We provided a Scavenger Hunt, EarthDay Coloring Books and Crayons and activities for attendees.

## RIBBON CUTTING CEREMONY

The Recreation Department took on the responsibility of planning the ribbon cutting ceremony for the New ADA Accessible Boat Launch.



## VILLAGE FESTIVALS

The Recreation Department helped represent the Town at The Fayetteville Festival and Swan Fest in Manlius, providing some activities and prizes to help engage the attendees while they learned more about the Town.

## WOODLAND ELEMENTARY BACK TO SCHOOL PICNIC

ESM School District invited us to have a table at this back to school picnic.
We provided games and prizes and passed out our Fall/Winter Brochure to families.

Town of MANLIUS New York

RECREATION DEPARTMENT

# BENEFITS OF RECREATION:

## Develop strong communities

IMPROVE QUALITY OF LIFE

Creativity and sense of accomplishment

Increase personal confidence and self awareness

Improve concentration and learning

Enhance self esteem

Reduce stress

Encourage Social Interaction

Reduce feelings of depression and anxiety

ENHANCE COMMUNITY STEWARDSHIP

THE BENEFITS ARE ENDLESS...TM

Town of MANLIUS New York

| | |
|---|---|
| **IN THE MATTER**<br>**Of**<br>**LOCAL LAW 2024 -___ AMENDING THE CONDITIONS FOR APPROVAL OF INDEPENDENT ELECTRICAL INSPECTION FIRMS** | **ENACTING A LOCAL LAW** |

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 14th of February, 2024, 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 |
| Alissa Italiano | Councilor |
| Katelyn M. Kriesel | Councilor |
| Michael Nesci | Councilor |
| William Nicholson | Councilor |
| Heather Allison Waters | Councilor |

The following resolution was moved, seconded, and adopted:

WHEREAS, the ability to contract with third parties for professional services for the benefit of the Town of Manlius is important to the Town Board; and,

WHEREAS, the Town of Manlius must adhere to the schedule of limits concerning liability insurance policies of third parties contracted to service the Town of Manlius; and,

WHEREAS, the Town of Manlius wishes to amend its existing conditions relating to the approval of independent electrical inspection firms; and,

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2024 - ____, entitled "A Local Law Amending the Conditions for Approval of Independent Electrical Inspection Firms" as follows:

**LOCAL LAW 2024 -___, A LOCAL LAW AMENDING THE CONDITIONS FOR APPROVAL OF INDEPENDENT ELECTRICAL INSPECTION FIRMS**

**BE IT ORDAINED AND ENACTED** by the Town Board of the Town of Manlius, County of Onondaga, State of New York, as follows:

Section 1. That Chapter 59, Section 59-19 is hereby amended as follows:

**§ 59-19. Conditions for approval of independent ~~electical~~ electrical inspection firms.**

The Town Board of the Town of Manlius may, from time to time, approve independent electrical inspection firms to see that the properties and construction in the Town of Manlius conform to the New York State Uniform Fire Prevention and Building Code and the local laws, rules and regulations as the Town of Manlius shall deem applied. The approved independent electrical inspection firms shall be those that:

A. File with and keep in force a liability policy ~~of $10,000,000~~ issued by a company licensed to do business in New York State according to the minimum insurance requirements set forth by the insurance agent for the Town. All such insurance policies will be reviewed by the insurance agent for the Town prior to approval as an independent inspection firm with such approval being made in writing, and, being made part of the file. The liability policy shall name the Town of Manlius as an additional insured and shall by its terms protect the Town of Manlius from any and all liability, active or passive, or claims or causes of action for personal injury or property damage that arise out of the actions of a member or representative of the approved electrical inspection firm performing electrical inspections in the Town of Manlius for or on the behalf of the Town of Manlius or to enforce code compliance with the New York State Uniform Fire Prevention and Building Code and the applicable standards of this chapter or any other code.

B. Shall be accepted by the utilities serving the Town of Manlius, Onondaga County, New York State.

C. In the sole opinion of the Town Board, maintain a suitable office and ample, trained staff to service the Town of Manlius and its residents.

D. In the sole opinion of the Town Board, has performed satisfactorily in services rendered in the Town of Manlius and remains capable of performing such services.

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

Underline – new language
~~Strikeout~~ – deleted language

WHEREAS, on February 14, 2024, the Town Board held a public hearing regarding the proposed Local Law.

NOW, THEREFORE, BE IT

RESOLVED, that Local Law 2024-___ is hereby approved and enacted; and be it further

RESOLVED, that the Town Clerk is directed to file Local Law 2024-____ with the Secretary of State within 20 days of the date set forth herein.

**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 14th day of February, 2024; 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 14th day of February, 2024.

**DATED:** **February 14, 2024**
**Fayetteville, New York**

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

| IN THE MATTER<br>Of<br>LOCAL LAW 2024 -___ TO UPDATE THE TOWN'S EXISTING FLOODPLAIN MANAGEMENT REGULATIONS | ENACTING A LOCAL LAW |
|---|---|

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 14th of February, 2024, 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 |
| Alissa Italiano | Councilor |
| Katelyn M. Kriesel | Councilor |
| Michael Nesci | Councilor |
| William Nicholson | Councilor |
| Heather Allison Waters | Councilor |

The following resolution was moved, seconded, and adopted:

WHEREAS, the location and designation of special flood hazard areas within the Town of Manlius is important to the Town Board; and

WHEREAS, the Town of Manlius must periodically update its flood map in order to maintain participation in the National Flood Insurance Program (NFIP); and

WHEREAS, the Town of Manlius wishes to amend its existing floodplain management regulations to incorporate the map updates provided by the New York State Department of Environmental Conservation; and,

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2024 - ____, entitled "A Local Law To Update The Town's Existing Floodplain Management Regulations" as follows:

**LOCAL LAW 2024 -___, A LOCAL LAW TO UPDATE THE TOWN'S EXISTING FLOODPLAIN MANAGEMENT REGULATIONS**

**BE IT ORDAINED AND ENACTED** by the Town Board of the Town of Manlius, County of Onondaga, State of New York, as follows:

Section 1. That Chapter 72, Section 72-6 is hereby amended as follows:

**§ 72-6. Basis for establishing areas of special flood hazard.**

A. The areas of special flood hazard for the Town of Manlius, Community Number 360584, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

(1) Flood Insurance Rate Map Panel Numbers:
36067C0231F, 36067C0232F, 36067C0233F, 36067C0234F, 36067C0241F, 36067C0242F, 36067C0243F, 36067C0244F, 36067C0251F, 36067C0252F, 36067C0253F, 36067C0254F, 36067C0258F, 36067C0261F, 36067C0262F, 36067C0263F, 36067C0264F, 36067C0266F, 36067C0268F, 36067C0357F, 36067C0376F, 36067C0377F, 36067C0381F

whose effective date is November 4, 2016, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

(2) A scientific and engineering report entitled "Flood Insurance Study, Onondaga County, New York, All Jurisdictions" dated November 4, 2016.

(3) Letter of Map Revision (LOMR) Case No. 22-02-0141P, effective March 27, 2024, revising FIRM panel numbers 36067C0242F and 36067C0244F, Flood Insurance Study Floodway Data Table 9, and Flood Insurance Study Profile 116P.

B. The above documents are hereby adopted and declared to be a part of this chapter and the Code of the Town of Manlius. The Flood Insurance Study and/or maps are on file at:

Town of Manlius Clerk's Office
301 Brooklea Dr.
Manlius NY 13104

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

Underline – new language

WHEREAS, on February 14, 2024, the Town Board held a public hearing regarding the proposed Local Law.

NOW, THEREFORE, BE IT

RESOLVED, that Local Law 2024-___ is hereby approved and enacted; and be it further

RESOLVED, that the Town Clerk is directed to file Local Law 2024-____ with the Secretary of State within 20 days of the date set forth herein.

**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 14th day of February, 2024; 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 14th day of February, 2024.

**DATED:** **February 14, 2024**
**Fayetteville, New York**

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

# TOWN OF MANLIUS
# ZONE CHANGE APPLICATION

1. Name of Person applying for Zone Change SHASHANK BHATT
   Address of person applying 4579 SOUTHWOOD HEIGHTS JAMESVILLE NY 13078
   Cell Number 315 396 4394 Phone Number —
2. Name: (owner of record) of land where Zone Change would occur HOGAN DRS LLC
   Address (owner of record) 4579 SOUTHWOOD HEIGHTS, JAMESVILLE NY 13078
   Cell Number (owner of record) 315 396 4394 Phone Number —
3. Tax Map Number of property where Zone Change would occur 112-02-2.7 8104 RT 92
4. Is this property located in a flood hazard area? NO
   If so, what flood area is the property in it in?
   _____
5. Present zoning classification of property RA
6. Desired zoning classification RM
   Reason for Change of Zone (use additional sheets if necessary)
   DESIRED CONVERSION OF SECOND FLOOR TO RESIDENTIAL APARTMENTS
7. What is lot size? .9 ACRES
8. If the Zone Change is granted, will the use of the property conform to the District regulations as stated in Chapter 155 Article III of the Town of Manlius Municipal Code? YES
9. Is the property within the protectively zoned area of a housing project authorized under the public housing law? NO
10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county, state park or parkway? NO
    If yes, please specify _____
11. Is the property within five hundred (500) feet from the boundary of any existing or proposed County or State park or other recreation area, or from the right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or from the existing or proposed right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines, or from the existing or proposed boundary of any county or state owned land on which a public building or institution is situated? YES

Expected Fee: _____

# TOWN OF MANLIUS
## PLANNING DEPARTMENT
## INITIAL APPEARANCE APPLICATION

DATE: 7/26/23

Name of Project: 8104 RT 92 - SEVEN PINES OFFICE BLDG

**Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.**

Location of Project: 8104 RT 92

Type of Project:

○ Division of Land ○ Subdivision ○ Accessory Use ☒ Zone Change ○ Site Review ○ Other _____

Developer: HOGAN DEVS, LLC Phone: 315 396-4394

Address: 4579 SOUTHWOOD HEIGHTS, JAMESVILLE Zip: 13078

Tax Map Number(#)/s: 112-02-2.7

Present Zoning: RA Desired Zoning: RM

Total Acreage: .9 Total Number of Lots: 1

Property Owner/s: SAME AS ABOVE Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

**Use next page for additional known property owners' information**

Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ○ Credit/Debit Card ○ Check ○ Cash

If yes, please specify PROPERTY ABUTS LIMESTONE CREEK

12. List the uses of all abutting property COMMERCIAL OFFICE, RESIDENTIAL

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

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

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

Date 8/30/23 _____ Applicant 1

Date _____ _____ Applicant 2

Date _____ _____ Applicant

# TOWN OF MANLIUS

## DISCLOSURE AFFIDAVIT

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

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

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

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

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

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

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

-OR-

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

Date: 8/30, 2023.

Shashank Bhatt
(Print Name)

(Signature)

Gen DRS LLC
(Entity Name)

By (Officer) (Title)

4579 Southwood Heights
(Mailing Address of Applicant) Jamesville NY 13078

315-898-4394
(Telephone Number)

Date: _____, 20____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

## ACKNOWLEDGEMENTS

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

On this 30 day of August in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Shashank Bhatt, _____, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

Notary Public

ALEXIS MARIE SMITH
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01SM6348099
My Commission Expires 9/19/2024

## CORPORATE ACKNOWLEDGEMENT

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

Shashank Bhatt, being duly sworn, deposes and says the s(he) is the Managing Member of Hogan DRS LLC corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and knows the contents thereof, that the same is true of s(he) own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be true.

Applicant Signature

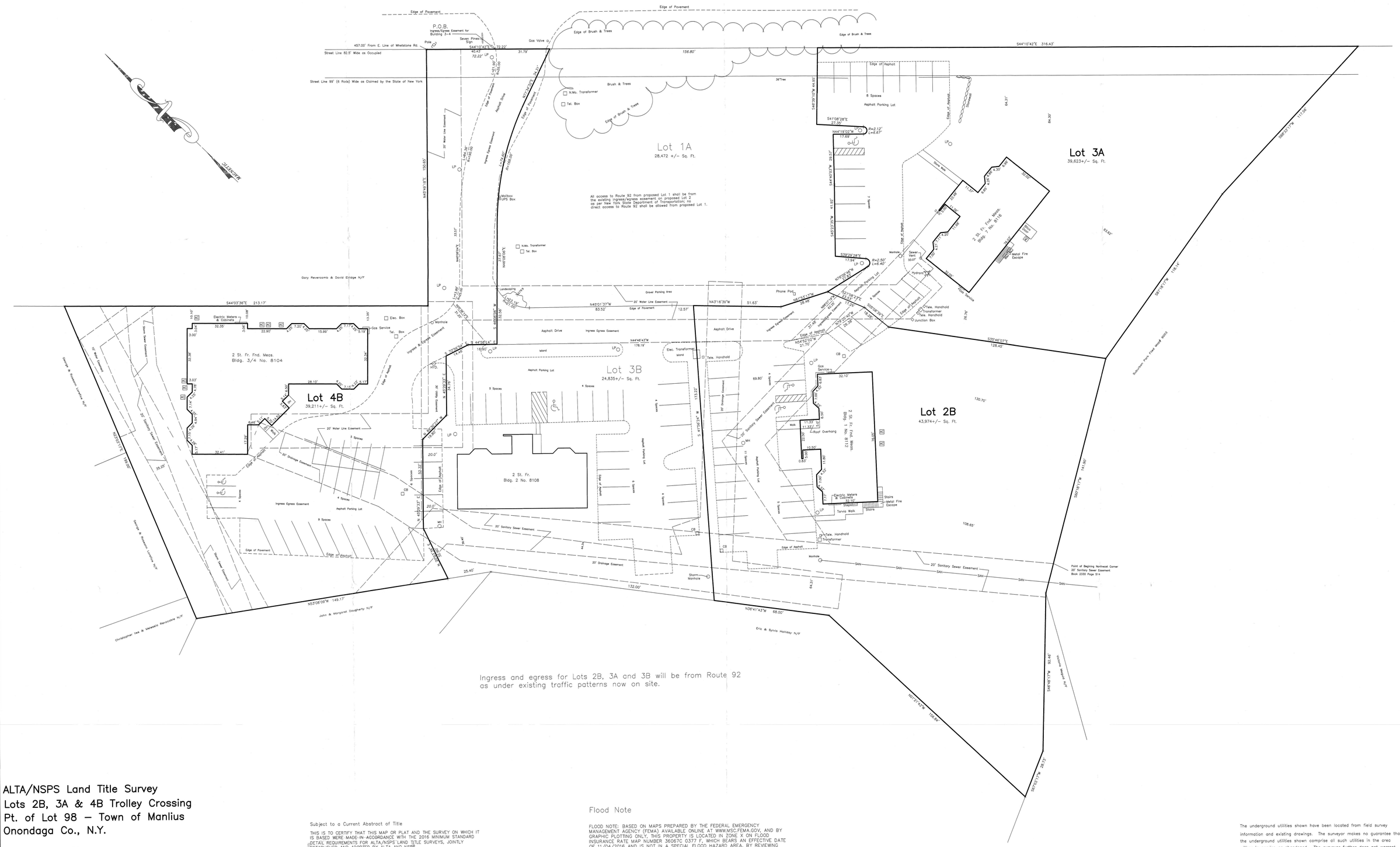
Subscribed to me before this day 30
Of August, 2023

Notary Public

ALEXIS MARIE SMITH
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01SM6348099
My Commission Expires 9/19/2024

06/29/16 LB

# Manlius–Cazenovia Rd. – N.Y.S. Rte. 92




ALTA/NSPS Land Title Survey
Lots 2B, 3A & 4B Trolley Crossing
Pt. of Lot 98 – Town of Manlius
Onondaga Co., N.Y.

Scale 1" = 20'

October 09, 2019
Revd 1/06/2022


D. W. HANNIG L.S., P.C.
SURVEYORS - PLANNERS - CONSULTANTS
THE MARKET PLACE, BUILDING #1
MANLIUS, NEW YORK 13104
PHONE: (315) 682-5225 - FAX: (315) 682-7774


Subject to a Current Abstract of Title

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
THE FIELD WORK WAS COMPLETED ON 1/13/2022

DATE OF PLAT OR MAP: 1/13/2022

DAVID W. HANNIG, LS
LICENSE NO.: 047411

STATE OF NEW YORK · DAVID W. HANNIG · OFFICIAL SEAL · 047411 · LICENSED LAND SURVEYOR

## Flood Note

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 36067C 0377 F, WHICH BEARS AN EFFECTIVE DATE OF 11/04/2016 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities – Underground Facilities Protective Organization (315) 437–7333.

Projects/J841329/Base Plan/dwg/ Lots 2B,3B,4B

# LEGEND

L11-KFA-LEGEND

| EXISTING | PROPOSED | DESCRIPTION | EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|---|---|---|
| 100 | | CONTOUR | CO | | CLEAN OUT |
| +377.7 | | SPOT ELEVATION | S | | SANITARY MANHOLE |
| | CT/CE | CURB TAPER/END | | | ASPHALT PAVEMENT - WALK |
| | TC/BC | TOP/BOTTOM OF CURB | | | ASPHALT PAVEMENT - PARKING |
| | HP/LP | HIGH / LOW POINT | | | ASPHALT OVERLAY PAVEMENT |
| | TP-2 | TEST PIT | | | CONCRETE PAVEMENT |
| | | GUIDERAIL | | | OUTLET PROTECTION |
| | | FENCE | | | TRAFFIC SIGN |
| | | UTILITY POLE | | | LIGHT POLE (SEE ELECTRICAL PLANS FOR WIRING) |
| W | | WATER LINE | | | CURB |
| | | FIRE HYDRANT | | | CURB FLUSH (1" REVEAL UNLESS OTHERWISE NOTED) |
| EX ST | | STORM PIPE | | | |
| EX SAN | | SANITARY PIPE | | SF | SILT FENCE |
| E/T | | OVERHEAD ELECTRIC | | | TREE SHRUB |
| E | | UNDERGROUND ELECTRIC | | | |
| T | | TELEPHONE | | 4 QUANTITY / PLANT TYPE | PLANT KEY |
| | | STORM STRUCTURE | | | VEGETATION |
| | | CATCH BASIN/MANHOLE | | | |

# GENERAL NOTES

L11-GEN-NOTES

1. TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY D.W. HANNIG L.S., P.C., MANLIUS, NY ON JANUARY 6 2022.

   OWNER AND ARCHITECT DO NOT CONFIRM THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION. CONTRACTOR IS RESPONSIBLE FOR THOROUGH EXAMINATION AND VERIFICATION OF ALL EXISTING SURFACE AND SUBSURFACE CONDITIONS AFFECTING THE NATURE, SCOPE, COMPLEXITY AND COST OF THE CONTRACT WORK. ADDITIONAL INFORMATION ON EXISTING CONDITIONS HAS BEEN ADDED TO THE DRAWINGS BASED ON THE LANDSCAPE ARCHITECT'S OBSERVATIONS BUT IS NOT INTENDED TO AND DOES NOT ALTER THE SURVEY INFORMATION. REFER TO SURVEY NOTES FOR ADDITIONAL INFORMATION.

2. SAW CUT FOR PAVING REMOVALS. EXTEND REMOVAL LINES TO INCLUDE ANY ADJOINING BROKEN OR DETERIORATING PAVING. CAREFULLY REMOVE, STOCKPILE AND PROTECT ANY ITEMS NOTED FOR SALVAGE. ALL DEMOLITION RUBBLE, DEBRIS AND EXCESS SOILS TO BE PROMPTLY REMOVED FROM SITE. STRIP AND STOCKPILE SUFFICIENT EXISTING ORGANIC TOPSOILS FOR RESPREADING AS REQUIRED ON DISTURBED AND REGRADED AREAS TO BE ESTABLISHED AS LAWN AND FOR REPAIR OF DISTURBED EXISTING LAWNS TO REMAIN. STOCKPILE ALL MATERIALS IN APPROVED LOCATIONS WITHOUT INTERFERING WITH OTHER CONTRACTOR WORK, SCHOOL TRAFFIC OR DRAINAGE.

3. ALL FILL/BACKFILL OF EXCAVATIONS AND VOIDS RESULTING FROM REMOVALS AND RELATED WORK UNDER PROPOSED OR REPLACEMENT PAVING AREAS SHALL ONLY BE COARSE AGGREGATE FILL OR SUBBASE COURSE MATERIAL THOROUGHLY COMPACTED.

4. PROTECT ALL FACILITIES AND IMPROVEMENTS ON AND ADJOINING THE PROPERTY WHICH ARE NOT SPECIFICALLY IDENTIFIED FOR REMOVAL. VERIFY LOCATIONS AND DEPTHS OF ALL SUBSURFACE UTILITIES TO REMAIN PRIOR TO ANY ADJACENT REMOVAL AND EXCAVATION WORK.

5. ALL EXISTING FEATURES SHALL REMAIN UNLESS OTHERWISE NOTED. IF THE CONTRACTOR DAMAGES ANY OF THE EXISTING ON-SITE FACILITIES TO REMAIN (TREES, PAVEMENTS, UNDERGROUND UTILITIES, STRUCTURES, ETC...) WHETHER SHOWN ON THE PLANS OR NOT, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE SUCH ITEMS AT HIS OWN EXPENSE AND ASSUME ALL RESPONSIBILITY FOR SUCH DAMAGE WITHOUT ANY ADDITIONAL COST TO THE OWNER. REPLACEMENT MATERIAL SHALL BE SAME QUALITY AND QUANTITY AS ORIGINAL.

6. THE CONTRACTOR SHALL CONFIRM EXISTING GRADES AND LOCATIONS OF ALL EXISTING FEATURES WITHIN THE CONTRACT LIMIT LINE. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY SHOULD ANY DISCREPANCIES BE FOUND AT (315) 445-7980.

7. ADJUST RIMS OF UTILITY STRUCTURES TO REMAIN WITHIN AREAS OF GRADE CHANGES TO MEET PROPOSED LINES AND GRADES.

8. ALL NON-PAVED AREAS ARE TO BE LAWN UNLESS OTHERWISE NOTED.

9. CONTRACTOR SHALL BLEND NEW WORK SMOOTHLY AND EVENLY WITH EXISTING LINES AND GRADES.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR LAWN MAINTENANCE WITHIN THE CONTRACT LIMIT LINE. EXISTING LAWNS SHALL BE MOWED AS MUCH AS PRACTICAL TO KEEP AREA FROM LOOKING UNSIGHTLY. ALL TRASH AND DEBRIS SHALL BE PICKED UP AND DISPOSED OF PROPERLY.

# SITE PLAN NOTES

1. EXISTING DUMPSTER AREA.
2. OUTDOOR PICNIC AREA LOCATION.
3. AREA OF FALLEN TREE OUTSIDE OF PROPERTY LINE.
4. NEW BUILDING MOUNTED LIGHT.
5. EXISTING INGRESS/EGRESS EASEMENT.
6. EXISTING LIGHT POLE. TYPICAL (16 TOTAL)
7. INSTALL 6' HEIGHT DOG EARED CEDAR FENCE PER DETAIL 1/L001

**PARKING COUNT**

EXISTING PARKING = 93 SPACES

PARKING REQUIRED FOR OFFICE / COMMERCIAL: 1 PARKING SPACE PER 200 SF
PARKING REQUIRED FOR RESIDENTIAL APARTMENTS: 1 PARKING SPACE PER 1 BEDROOM

CURRENT REQUIRED FOR OFFICE = 24,529 SF / 200 SF = 123 SPACES

PROPOSED COMMERCIAL = 14,943 SF / 200 SF = 75 SPACES
PROPOSED RESIDENTIAL = 13 BEDROOMS / 1 = 13 SPACES
TOTAL PROPOSED PARKING SPACES = 88 SPACES

**PROPOSED USE:**

BUILDING 1: GROUND FLOOR - OFFICE
2ND FLOOR - (3) 1 BEDROOM UNITS

BUILDING 2: GROUND FLOOR - OFFICE
2ND FLOOR - (3) 1 BEDROOM UNITS

**BUILDING 1 - LOT 2B**

MINIMUM LOT SIZE - 40,000 SF
EXISTING LOT SIZE - 43,974 SF
MINIMUM ROAD FRONTAGE - 150'
EXISTING FRONTAGE - 0'

NOTE: SITE ACCESS BY PERMANENT INGRESS EGRESS EASEMENT.

MAXIMUM LOT COVERAGE - 50%
ACTUAL LOT COVERAGE - ±5%

SEE ADJACENT PLAN FOR SET BACK DIMENSION

**BUILDING 2 - LOT 3B**

MINIMUM LOT SIZE - 40,000 SF
EXISTING LOT SIZE - 24,835 SF
MINIMUM ROAD FRONTAGE - 150'
EXISTING FRONTAGE - 0'

NOTE: SITE ACCESS BY PERMANENT INGRESS EGRESS EASEMENT.

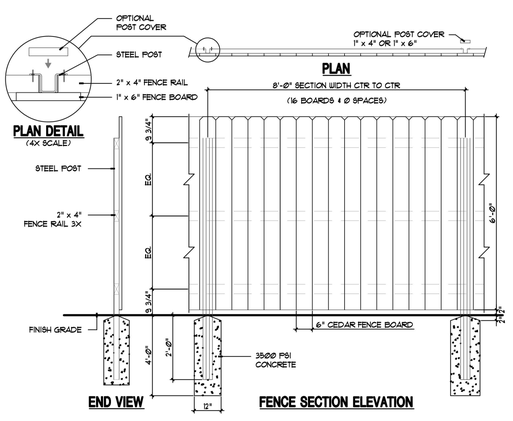
MAXIMUM LOT COVERAGE - 50%
ACTUAL LOT COVERAGE - ±10%

SEE ADJACENT PLAN FOR SET BACK DIMENSION

# ZONING DATA

L10-ZONING

| | |
|---|---|
| TOWN OF MANLIUS ZONING: | COMMERCIAL DISTRICT (CA) |
| | TOWN CODE |
| MAX. LOT SIZE: | 15 Ac |
| MAX. LOT COVERAGE:<br>MAX. BUILDING COVERAGE: | 75%<br>10,000 SF/Ac |
| BUILDING HEIGHT: | 35 FEET |
| FRONT YARD SETBACK: | 30 FEET |
| SIDE YARD SETBACK: | 15 FEET |
| REAR YARD SETBACK: | 25 FEET |




NOTES: 1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. SPECIFICATIONS SHOWN CAN BE CHANGED BY MASTER HALCO ONLY.
3. FOOTING WIDTH TO BE 18", MINIMUM DEPTH 36".
4. DIMENSIONS SHOWN ARE NOMINAL FOR WOOD.

1 / L001 **6' HT DOG EAR CEDAR FENCE**
**NOT TO SCALE**

0 30 60 90
SCALE IN FEET


in ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

KEPLINGER FREEMAN ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
6320 FLY ROAD, SUITE 109 EAST SYRACUSE, NEW YORK 13057
PHONE: (315) 445-7980 FAX: (315) 445-7981


# SEVEN PINES BUILDING 1 & 2 RESIDENTIAL CONVERSIONS

CAZENOVIA ROAD,
MANLIUS, NY

| | |
|---|---|
| DATE: | 03/10/2023<br>REV - 06/12/2023 |
| SCALE: | 1" = 30'-0" |
| SHEET NAME: | SITE PLAN |
| SHEET NUMBER: | L001 |

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

**Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

**Part 1 – Project and Sponsor Information**

Seven Pines Office Park, Residential converion

Name of Action or Project:

Seven Pines Office PArk, Residential conversion

Project Location (describe, and attach a location map):

8104- 8110 Cazenovia Rd, Manlius NY 13104

Brief Description of Proposed Action:

The project is for the conversion of the second floors of 4 existing 2 story office buildings into residential apartments. Three of the buildings would have three units and one would have 4 units. No changes to the exteriors or to the current parking areas.

| Name of Applicant or Sponsor: | Telephone: 315-396-4374 |
|---|---|
| Shashank Bhatt | E-Mail: shashank_bhatt@hotmail.com |

Address: 4579 Southwood Heights Jamesville NY

| City/PO: | State: | Zip Code: |
|---|---|---|
| Jamesville | NY | 13078 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☑ | ☐ |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Manlius Zoning approval, Town of MAnlius Building Permit | ☐ | ☑ |

3. a. Total acreage of the site of the proposed action? +/-4 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 4 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):

☐ Parkland

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | ☑ | ☐ |
| 16. Is the project site located in the 100-year flood plan? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, | ☐ | ☑ |
| a. Will storm water discharges flow to adjacent properties? | ☑ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ | ☐ | ☑ |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ | ☑ | ☐ |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ | ☑ | ☐ |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ | ☑ | ☐ |

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor/name: Shashank Bhatt Date: 5/30/2022

Signature: _____ Title: Managing member

PRINT FORM

| IN THE MATTER<br>Of<br>**LOCAL LAW 2024-___ THE APPLICATION OF SHASHANK BHATT FOR A CHANGE OF ZONE FROM RESTRICTED AGRIGULTURAL (RA) TO RESIDENTIAL MULTIPLE USE (RM)** | **RESOLUTION CALLING FOR A 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 14th of February, 2024, 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 |
| Alissa Italiano | Councilor |
| Katelyn M. Kriesel | Councilor |
| Michael Nesci | Councilor |
| William Nicholson | Councilor |
| Heather Allison Waters | Councilor |

The following resolution was moved, seconded and adopted:

**WHEREAS**, an application has been made to the Town Board by SHASHANK BHATT (the "Applicant") for approval of a zone change from Restricted Agricultural (RA) to

Residential Mixed-Use (RM) (the "Application") for one (1) parcel of land along NYS Route 92, as set forth below:

(i) 4B – 39,211 +/- sq. ft. – 8104 Cazenovia Road – Tax Map 112-02-02.7

(the "Property");

**WHEREAS**, the Town Board is considering this zone change under Local Law 2024-___, as set forth below:

**LOCAL LAW 2024-_____, A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF MANLIUS:**

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

Section 1. That "The Revised Zoning Ordinance of the Town of Manlius", as amended, and the "Zoning Map of the Town of Manlius", which by provisions of said Zoning Ordinance shall be, and the same hereby are, amended to change the zoning for the parcel currently identified as tax map no. 112-02-02.7 from Restricted Agricultural (RA) to Residential Multi-Use (RM).

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

**WHEREAS,** the Town Board desires to hear from the public on the Application.

**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 2024-___, and that such Hearing shall be held in person 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 13th day of March, 2024 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.

**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 14th day of February, 2024; 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 14th day of February, 2024.

**DATED:** **February 14, 2024**
**Fayetteville, New York**

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

| Committee | Chairperson | Member |
|---|---|---|
| Budget & Finance | Katelyn Kriesel | William Nicholson |
| Economic Development | Katelyn Kriesel | Mike Nesci |
| Police Committee<br>Secretary: Allison Weber | Elected by Committee | William Nicholson<br>Jason Cassalia<br>Dan Kinsella<br>Tom Pilewski<br>Bobby Schepp<br>Mike Nesci |
| Tree Commission<br>Secretary: Monica Van Auken | Alissa Italiano<br>Stephanie Guereschi | Heather Waters<br>Chris Manchester<br>Anne Young |
| Critical Response Committee | | Alissa Italiano<br>Mike Nesci<br>With Villages, F-M, ESM, J-D, Railroad, Police, Dewitt, Onondaga County etc. |
| Sustainable Manlius | Katelyn Kriesel | Mike Nesci |
| Engineering & Stormwater | Sara Bollinger | John Deer<br>Tom Poitras<br>Ann Oot<br>Rob Cushing<br>Steve Calcerinos |
| Watershed Stewards | William Nicholson<br><br>Mary O'Reilly – Community Chair | Sara Bollinger<br>Jessica Ecklin<br>Don Gates<br>Steve Weiter<br>George Lorefice |

## 2024 Department Liaisons

| | |
|---|---|
| Assessor | William Nicholson |
| Highway | Sara Bollinger |
| Planning & Development | Katelyn Kriesel |
| Police | William Nicholson |
| Recreation | Alissa Italiano |
| Town Clerk | Mike Nesci |
| Receiver of Taxes | William Nicholson |
| Town Manager | Alissa Italiano |
| Fire & EMS | Mike Nesci |
| Comptroller | Sara Bollinger |
| Deer Management | William Nicholson |

Contract Number: _____

**NEW YORK STATE**
**OFFICE OF PARKS, RECREATION &HISTORIC PRESERVATION**

**MEMORANDUM OF AGREEMENT**
**MUNICIPAL MAINTENANCE SERVICES**

**OLD ERIE CANAL STATE HISTORIC PARK**

This Memorandum of Agreement is dated _____ and is between the STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation ("**State Parks**") and the Town of Manlius (the "Town").

## RECITALS

Under Section 3.09(2) of the New York State Parks, Recreation and Historic Preservation Law, State Parks is authorized to maintain parks, historic sites, and recreational facilities by contract, lease, or license.

Old Erie Canal State Historic Park (the "Park") is partially located in the Town of Manlius and is used by the Town's residents.

The Town owns an accessible kayak launch dock (the "Dock") and installed the Dock in the Pools Brook Picnic Area of the Park in May 2023 pursuant to a Special Use Permit issued by State Parks' Central Region.

State Parks and Licensee now wish to provide for the long-term maintenance of the Dock by the Town..

State Parks and the Town therefore agree as follows:

### Section 1. Operation and Maintenance Responsibilities

(a) The Town may keep the Dock installed at the Park in the location shown in Attachment A (the "Premises"), or at such other location as may be mutually agreed upon by the parties for installation or designated by State Parks for winter storage.

(b) The Town shall be solely responsible for all maintenance of the Dock, including without limitation.

- (i) Regular inspections of the Dock as to its safe and useable condition;
- (ii) Repair, maintenance or replacement of the Dock or any component there of that is not in safe working condition;
- (iii) Removal and reinstallation of the Dock on a seasonal basis, if determined necessary by either State Parks or the Town;
- (iv) Repair of any damage to the Park and its facilities caused by the Dock or the Town's maintenance activities; and
- (v) Removal of the Dock from the Premises at or prior to the termination of this agreement.

(c) State Parks will remain responsible for any other operation and maintenance activities necessary to maintain the Premises.

**Section 2. Damage or Destruction**

In the event the Premises or any part thereof shall be damaged or destroyed by any cause whatsoever, State Parks is not required or obligated to restore the Premises. In such event, State may terminate this agreement, elect to repair the Premises, or mutually agree with the Town on a relocation of the Dock in its sole discretion.

**Section 3. General Conditions**

(a) This Agreement does not convey to the Town any interest in the Premises other than a license to enter the Premises for the purposes described herein. The Town shall have the right of ingress and egress between the Premises and the public streets and park roads, subject to State Parks' rules and regulations.

(b) The Town shall not impose or collect any user fees or charges with respect to this agreement or the Premises.

(c) The Town shall cooperate with State Parks official and shall comply with all reasonable requests with respect to the operation and maintenance of the Premises.

(d) The Town shall comply with all federal and state laws, codes, and regulations applicable to the conduct of the activities authorized by this agreement.

(e) The waiver by State Parks of any term or condition of this agreement is not a waiver of any other term or condition, nor is it a waiver of the subsequent breach thereof.

(f) The Town shall not assign or transfer this Agreement without the prior written approval of State Parks.

(g) Appendix A – Standard Clauses for New York State Contracts, updated June 2023 is attached hereto and made a part hereof.

**Section 4. Indemnification**

The Town agrees to defend, indemnify and hold harmless the State of New York, State Parks and their officers, employees, and agents from and against any claims, damages, losses, and expenses that may arise from this agreement or from the Town's use of the Premises.

**Section 5. General Liability Insurance and Proof of Insurance**

(a) General Liability Insurance. The Town shall obtain general liability insurance at its own cost and expense, from a company licensed to conduct business in the State of New York. Such insurance policy shall name the State of New York, State Parks and their officers, employees and agents as an additional insured. Such insurance policy shall have a liability limit of at least $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance policy shall be endorsed to provide written notice to State Parks at least thirty (30) days prior to cancellation, non-renewal or material alteration. The Town's failure to maintain the required insurance coverage in full force and effect throughout the term of this Agreement will result in the immediate termination of the Agreement. The Town shall require that all independent contractors and sub-licensees meet the insurance coverage requirements set forth in this Section. The Town, but not its contractors or sub-licensees, may meet the insurance requirements of this section through self-insurance.

(b) Proof of Liability Insurance. The Town shall deliver to State Parks proof of insurance or self-insurance at the beginning of the term of this agreement and upon each renewal of said policy.

**Section 6. Term**

The initial term of this agreement will commence on the date first written above and continue for a term of 10 years.

**Section 7. Termination**

(a) This Agreement may be terminated in the following ways:

(i) In the event the Town is no longer able to perform its obligations, Licensee may terminate this Agreement by giving State Parks thirty (30) days' notice in writing by regular mail or email setting forth the reasons for its inability to perform.

(ii) In the event the Town violates any applicable statute, law, rule, or regulation or does not comply with the terms and conditions of this agreement or any of them, State Parks may terminate this agreement by giving the Town ten (10) days' notice in writing by regular mail or email of its intention to do so if the violation is not cured.

(iii) If State Parks requires the use of the Premises for its own use or any official purpose it may revoke the license granted to the Town under this agreement upon 30 day' notice in writing by regular mail or email.

(b) Upon the date fixed in a notice of termination under Section 7(a), this agreement will come to an end as if said date were the date original fixed in this agreement for expiration.

---

**In witness whereof,** the parties are signing this Agreement on the date stated in the introductory clause.

**Town of Manlius**

By: _____**DRAFT DO NOT SIGN**_____

Name:

Title:

**State of New York, Office of Parks, Recreation and Historic Preservation**

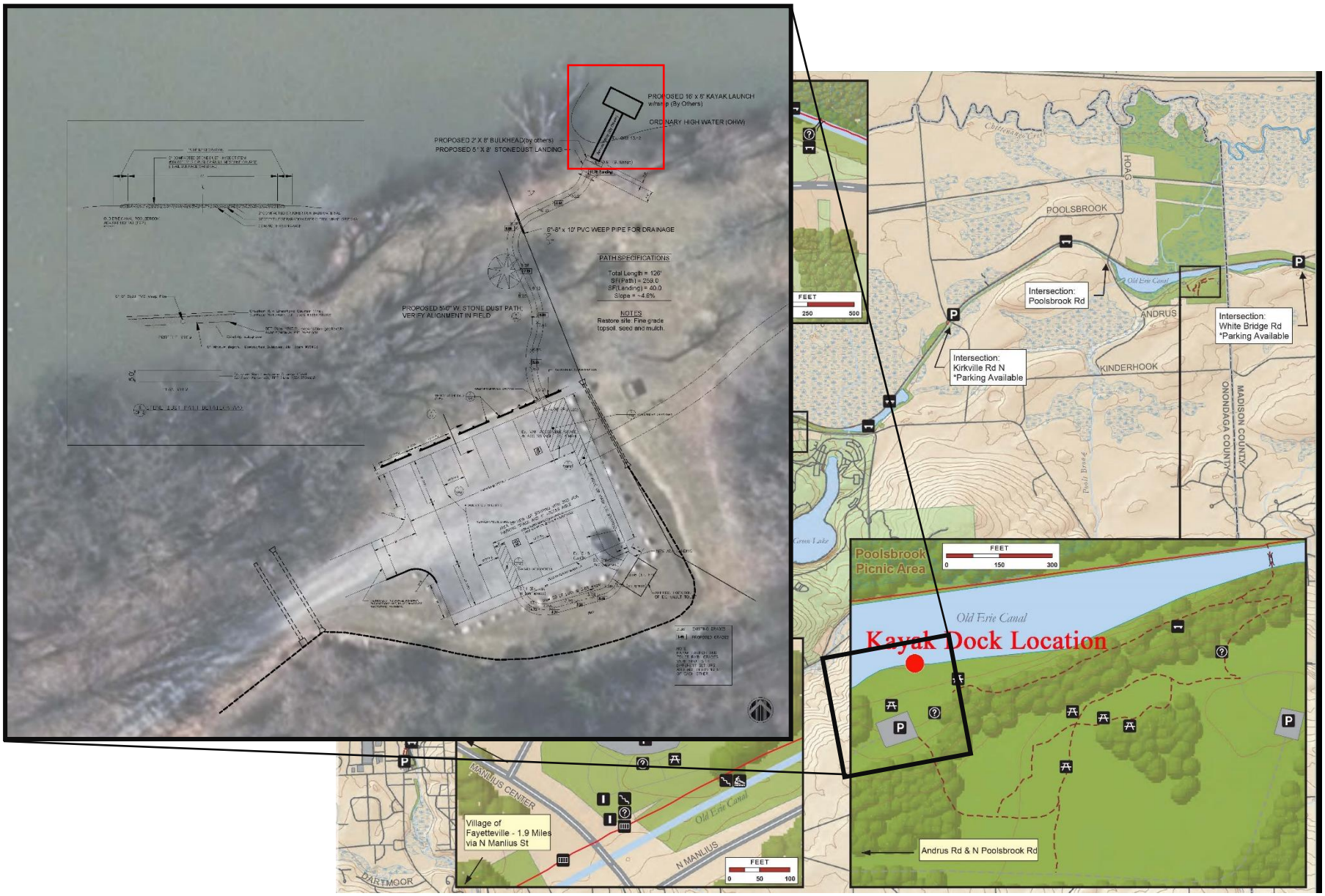
By: _____
Andy Fyfe, Assistant Deputy Commissioner for Open Space

***Attachments Follow***

Contract No. _____

**Attachment A**

**DESCRIPTION OF THE LICENSED PREMISES**



NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation and Historic Preservation

CENTRAL REGION

# APPLICATION FOR SPECIAL PERMIT

*COMPLETED application should be received by the PARK / SITE being requested not less than 30 days PRIOR to the Event date to allow approval time.*

***ALL fields with an * are mandatory and must be completed. Missing information may result in delay of approval.***

***REQUESTED PARK or HISTORIC SITE:*** * Old Erie Canal State Historic Park

SPECIFIC SHELTER or OTHER LOCATION IN THE PARK/ SITE: * Pools Brook Picnic Area

REQUESTED DATE(S): 1st Choice * _____ Rain Date _____ Start Time: * _____

Or DATE RANGE: From 5-22-2023 To 5-22-2024 End Time:* _____ (Please Indicate AM or PM)

(MUST Read Terms & Conditions on back and Sign)
***REQUESTING ORGANIZATION or PERSON:*** * Town of Manlius (Permittee) Not-for-Profit ☐ YES ☐ NO

CONTACT PERSON:* Sara Bollinger TITLE: Deputy Supervisor

ADDRESS:* 301 Brooklea Drive, Fayetteville, NY ZIP: 13066

Phone Numbers:* Work ( 315 ) 637-3414 Home ( ) _____ Other ( ) _____

DESCIBE ACTIVITY or EVENT: * Installation and annual maintenance of accessible kayak dock owned by the Town of Manlius

PROJECTED ATTENDANCE:* How Many - People: 500 Cars: 250 Buses: _____

➢ ***NOTE:*** Any public advertisement **must** stipulate that the program or event is:
**"In cooperation with the New York State Office of Parks, Recreation and Historic Preservation – Central Region."**

Will Activity be advertised? ☑ YES ☐ NO When? _____ How? website

---

**THIS SECTION TO BE COMPLETED BY OPRHP:**

Date Received: 5-22-23

**SPECIAL CONDITIONS / REQUIREMENTS:**

| | YES | NO | | YES | NO |
|---|---|---|---|---|---|
| Additional Personnel | | ✓ | Portable Restroom Facilities | | ✓ |
| First Aid Support | | ✓ | Certificate of Insurance | ✓ | |

Other: _____

**FACILITY MANAGER:** I recommend the Region: ☑ **APPROVE** ☐ **DENY** this application.

If Denied, Reason: _____ Brent Marthen (Signature) 5-22-23 (Date)

**PARK POLICE ENDORSEMENT:** [X] **APPROVED AS WRITTEN** ☐ **ADDENDDUM ATTACHED**

Signature: J.C. Marchenkoff Digitally signed by J.C. Marchenkoff Date: 2023.06.14 09:12:06 -04'00' Title: Lieutenant Date: 6/14/2023

**REGIONAL AUTHORIZATION:** ☑ **GRANTED** ☐ **DENIED**

**Signature:** Andrea Ega **Title:** Permits **Date:** 6/14/23

*TERMS & CONDITIONS:*

1. The use of the area / facility is limited to the date(s) authorized on the permit. The permit does not entitle the Permittee to any alternate dates due to weather conditions unless noted above.
2. **Vehicular Use Fee must be paid at time of entry. Granting of this Permit implies no waiver of normal Vehicular Use Fees. It is the responsibility of the Permittee to ascertain when vehicular use fee is in effect.**
3. Permittee will comply with all traffic and parking control guidelines as established by the Office of Parks, Recreation and Historic Preservation (OPRHP) prior to the activity/event.
4. All Parks/Sites close ½ hour after sunset. The permittee, together with all used and unused supplies and equipment, must vacate the area/facility no later than the indicated time.
5. An approved, signed copy of this Permit must be provided by the Permittee to any Park Ranger, or any other park personnel upon request on the day of the permitted activity/event.

(Continued on Reverse)

6. The information, conditions, and requirements furnished to each applicant are considered part of the application. No waiver of any provision of these conditions and requirements is valid, unless in writing and signed by an authorized representative of OPRHP.
7. Permittee certifies that she/he is at least 21 years of age or older at the time application is submitted.
8. OPRHP shall not be responsible for providing any utility or service, including but not limited to gas, electricity, restrooms, etc. in excess of that which is already available and can be provided without detriment to the operation of the Parks/Sites involved.
9. Permits are limited to groups that do not exceed area or facility capacity.
10. Unless specifically noted in the permit, the use of any public address/amplification sound system is prohibited.
11. Concessionaires in State Parks hold exclusive license for sale of foodstuffs, refreshments, or other items. No sale or vending is permitted without written approval from OPRHP.
12. OPRHP reserves the right to cancel at anytime a scheduled or on-going program, activity or event due to improper compliance with stated policies and procedures. OPRHP further reserves the right to exercise any controls over the permitted activity/event which are felt to be in the public interest.
13. Areas or facilities used by the Permittee must be left in a condition equal to that existing on arrival. **Permittee is responsible for the removal of all trash generated by the event. If not cleaned to the satisfaction of OPRHP, Permittee will reimburse OPRHP for the cost of the service.**
14. **Permittee understands that she/he will be held responsible and billed for any and all damages done to Park property and facilities during activity/event.**
15. Permittee will be responsible, at his/her own expense, for any personnel which may be considered necessary and approved by OPRHP for the operation of permitted activity/event.
16. Permittee may be required to provide appropriate first aid support as decided by OPRHP. Any costs incurred shall be borne by Permittee.
17. Permittee may be required to provide, at his/her own expense; portable restroom facilities at the activity/event to support permanent facilities. The number of such units will be determined by OPRHP. Such units must be removed in a timely fashion.
18. The PERMITTEE shall at its own cost and expense, procure commercial general liability insurance for itself as the insured. **The State of New York, OPRHP and their officers, employees and agents are named as additional insureds on the Contractor's liability insurance policy."** "Contractor" refers to holder of this permit. Certificate holder should read: State of New York OPRHP 625 Broadway, Albany, NY 12238. The coverage shall contain limits of no less that $1,000,000 for each occurrence and a general aggregate minimum of $2,000,000 to protect PERMITTEE and each additional insured from any claims for damages to property and for personal injuries, including death, which may arise in connection with the uses allowed under this Permit. PERMITTEE shall deliver to PARKS a certificate of insurance at the beginning of the term of this PERMIT that confirms the insurance coverage required for this PERMIT. We will require Accord 25 certificate of insurance.

**PERMITTEE:** I certify that the above stated conditions are understood and will be complied with upon approval of this application. I understand an addendum may be attached listing additional terms and conditions upon review by OPRHP staff.

Permittee Signature:* Rick Bellingeri Town of Marlborough Date:* 5-22-23

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation and Historic Preservation

Rev 9/2007

CENTRAL REGION

Sara Bollinger

ADDITIONAL TERMS & CONDITIONS:

-The Town of Manlius is the owner of the 'Accessible Kayak Dock' and will hold OPRHP and the State of New York harmless of any damage, accident, or injury caused by it and the use of it.
-The Town of Manlius is the owner of the 'Dock' and will be fully responsible for maintaining the 'Dock' to keep it in safe and usable condition.
-The Town of Manlius will repair and/or replace the 'Dock' if it becomes hazardous or unusable.
-If the 'Dock' needs to removed from the water for the winter or other reasons this removal and the re-installation must be coordinated with the OPRHP Old Erie Canal State Historic Park Manager.
-The Town of Manlius is solely responsible for removal and installation of the dock.
-Repair of any damage to the facility caused by maintenance of the 'Dock' will be the responsibility of the Town of Manlius.
-This permit precedes the implementation of a long term memorandum of Understanding between OPRHP and the Town of Manlius.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haylor, Freyer & Coon, Inc.
PO Box 4743
Syracuse NY 13221

CONTACT NAME: Michele Robinson
PHONE (A/C, No, Ext): 315-451-1500 FAX (A/C, No):
E-MAIL ADDRESS: mrobinson@haylor.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Argonaut Insurance Company | 19801 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Town of Manlius
301 Brooklea Dr.
Fayetteville NY 13066

MANLIUSTOW

**COVERAGES** **CERTIFICATE NUMBER:** 284637062 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | PE464210500 | 10/15/2022 | 10/15/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | | BA464210500 | 10/15/2022 | 10/15/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Hired PD / Limit-If Any | | | | | | Comp Ded $1,000 | $ Coll Ded $1,000 |
| A | UMBRELLA LIAB X OCCUR | | | UMB464210500 | 10/15/2022 | 10/15/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | | | | PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Leased/Rented Equipment | | | PE464210500 | 10/15/2022 | 10/15/2023 | Limit $250,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL-360PE (09/07) 360 Additional Coverage Modifications
CA-360NY (03/15) 360 Additional Coverage Modifications

Per the forms attached to the policy, required by written contract: State of New York, OPRHP and their Officers, employees and agents are included as additional insured.

**CERTIFICATE HOLDER**

Kayak Launch
Old Erie Canal Poolsbrook Park
Andrus Road
Kirkville NY 13082

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# 360© ADDITIONAL COVERAGE MODIFICATIONS
## PUBLIC ENTITY - Commercial General Liability

SUMMARY OF COVERAGES AND INDEX:

The following is an alphabetical listing of the various coverages afforded by this endorsement. No coverage is provided by this summary. Please refer to the individual coverage explanations within this endorsement for a detailed explanation of terms, conditions and what is and what is not covered.


| COVERAGE | LIMIT | PAGE |
|---|---|---|
| Additional Insureds by Written Contract, Agreement or Permit | Included | 4 |
| Amendment of Personal & Advertising Injury | Included | 3 |
| Broadened Definition of Who Is An Insured | Included | 4 |
| Broadened Insured Contract Definition | Included | 5 |
| Chartered Aircraft | Included | 2 |
| Damage To Premises Rented To You | Included | 2 |
| Extended Property Damage | Included | 5 |
| Method of Sharing | Included | 5 |
| Newly Acquired Organizations | Included | 4 |
| Non-Audit Provision | Included | 6 |
| Property Damage Liability – Elevators & Sidetrack Agreements | Included | 2 |
| Supplementary Payments | | |
| Bail Bonds | $2,500 | 4 |
| Daily Loss of Earnings | $1,000 | 4 |
| Watercraft Liability | Included | 2 |
| Worldwide Coverage Territory | Included | 6 |



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## 360© - ADDITIONAL COVERAGE MODIFICATIONS

### Commercial General Liability

# PUBLIC ENTITY

The following modifies insurance provided under the Commercial General Liability Coverage Part:

**1. WATERCRAFT**

The following replaces item 2. g. (2) of SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**(2)** Any watercraft you own, use or rent that is not being used to carry persons or property for a charge;

**2. CHARTERED AIRCRAFT**

The following is added to Exclusion 2. g. under SECTION I - COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**(6)** An aircraft chartered with crew.

**3. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS**

The following is added under SECTION I -COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**A.** 2. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.

**B.** Exclusion k. does not apply to:

**a.** The use of elevators; or

**b.** Liability assumed under a sidetrack agreement

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

**4. DAMAGE TO PREMISES RENTED TO YOU LIABILITY**

**1.** The last paragraph of 2. EXCLUSIONS, SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced with the following:

Exclusion c. through n. do not apply to damage by fire, lightning, explosion, smoke, water or leakage or discharge from an automatic fire protection or extinguishing system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III-LIMITS OF INSURANCE.


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2. Paragraph 6. of SECTION III - LIMITS OF INSURANCE is replaced by the following:

   6. Subject to 5. above, the Damage To Premises Rented To You Limit of $100,000 is the most we will pay for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof. Subject to the Damage to Premises Rented To You Limit, the most we will pay to refill or recharge an automatic fire protection or extinguishing system is $2,500.

3. Paragraph 4. b. (2), first instance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

   (2) That is insurance for fire, lightning, explosion, smoke, water, or leakage or discharge from an automatic fire protection or extinguishing system for premises while rented to you or temporarily occupied by you with permission of the owner.

**5. PERSONAL AND ADVERTISING INJURY**

1. Under SECTION I - COVERAGES - COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions a.(1) and a.(2) are deleted and replaced with the following:

   a. (1) Arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

   a. (2) Arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

2. SECTION V - DEFINITIONS, item 1. "Advertising injury", is deleted and replaced with the following:

   1. "Advertising injury" means injury arising out of one or more of the following offenses:

      a. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

      b. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

      c. Misappropriation of advertising ideas or style of doing business; or

      d. Infringement of copyright, title or slogan.

3. SECTION V - DEFINITIONS, 14. "Personal injury", item d. is deleted and replaced by the following:

   d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

**6. SUPPLEMENTARY PAYMENTS**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is revised as follows:

1. In paragraph 2., the limit of $250 for bail bonds is increased to $2,500.


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2. In paragraph 4., the limit of $250 for daily loss of earnings is increased to $1,000.

**7. ADDITIONAL INSUREDS**

The following are added to paragraph 2. of SECTION II - WHO IS AN INSURED but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

e. Any member of the governing body of the named insured.

f. Any boards, commissions or councils of the named insured and their members.

g. Any elected or appointed officer of the named insured.

h. Any authorized volunteer of the named insured.

**8. NEWLY ACQUIRED ORGANIZATIONS**

Under SECTION II - WHO IS AN INSURED, paragraph 4. is deleted and replaced with the following:

4. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise controlling interest and actively manage and to which no other similar insurance is available will be deemed to be a named insured.

   a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   b. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**9. ADDITIONAL INSUREDS BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT**

The following is added to SECTION II - WHO IS AN INSURED:

5. Subject to all the terms, conditions and exclusions contained within this policy, an insured is any person or organization with whom you agreed, because of a written contract, written agreement or permit, to provide insurance.

   a. The above applies only with respect to "your work," "your product" or premises owned or used by you.

   b. The above does not apply unless the written contract, or written agreement has been executed or permit issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

   c. The Limits of Insurance applicable to the additional insured are those specified in the written contract, written agreement or permit or in the Declarations for this policy, whichever are less. The Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.


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## 10. BROADENED INSURED CONTRACT DEFINITION

The following changes are made to paragraph 9. "Insured Contract" of SECTION V – DEFINITIONS:

1. Item c. is replaced with the following:

   c. Any easement or license agreement;

2. Item d. is deleted.

## 11. EXTENDED BODILY INJURY AND PROPERTY DAMAGE

Exclusion a. of SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected or Intended Injury

   "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 12. METHOD OF SHARING

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. c. Method of Sharing:

In any case in which the named insured has entered into an agreement with another party, whereby such other party has undertaken to provide liability insurance to the named insured, the liability coverage furnished herein shall be excess over any valid and collectible insurance (whether primary, excess, contingent or on any other basis) that has been provided for the benefit of the named insured, except, insurance specifically arranged to be excess of this policy.

When this insurance is excess by reason of the foregoing, we will have no duty to defend any claim or suit that such other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

## 13. NON AUDIT PROVISION

Unless required by state law Paragraph 5. Premium Audit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

## 14. WORLDWIDE COVERAGE TERRITORY

The definition of "coverage territory" of SECTION V – DEFINITIONS is replaced by the following:

"Coverage territory" means anywhere in the world.


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# 360© - ADDITIONAL COVERAGE MODIFICATIONS
# BUSINESS AUTO

SUMMARY OF COVERAGES AND INDEX:

The following is an alphabetical listing of the various coverages afforded by this endorsement. No coverage is provided by this summary. Please refer to the individual coverage explanations within this endorsement for a detailed explanation of terms, conditions and what is and what is not covered.


| COVERAGE | LIMIT | PAGE |
|---|---|---|
| Airbag Coverage | $1,000 | 4 |
| Audio, Visual or Electronic Equipment | Included | 5 |
| Broadened Definition of Who Is An Insured | Included | 2 |
| Common Deductible Provision | Included | 6 |
| Glass Breakage | Included | 3 |
| Hired Auto Physical Damage | $50,000 | 6 |
| Knowledge of Accident | Included | 6 |
| Lease Gap Coverage | Included | 4 |
| Loss of Use Expenses | $30/$900 | 4 |
| Loss Payable Clause | Included | 6 |
| Personal Effects Coverage | $250 | 4 |
| Reimbursement of Deductible - Volunteer or Employee | $500 | 6 |
| Supplementary Payments | | |
| Bail Bonds | $2,500 | 3 |
| Daily Loss of Earnings | $1,000 | 3 |
| Transfer of Rights of Recovery | Included | 6 |
| Transportation Expenses | $50/$2,500 | 3 |




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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NEW YORK 360© - ADDITIONAL COVERAGE MODIFICATIONS - BUSINESS AUTO

The following modifies insurance where provided under the Business Auto Coverage Form:

**A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended to add the following:

**1. Broad Form Insured**

**a.** The following are "insureds", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

**(1)** Any member of the governing body of the Named Insured.

**(2)** Any boards, commissions or councils of the Named Insured and their members.

**(3)** Any elected or appointed officer of the Named Insured.

**(4)** Any "volunteer worker" of the Named Insured.

**b.** When the Named Insured is a school entity, the following are also "insureds", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business:

**(1)** Any student body organizations but only while operating under the authority and supervision of the governing body of the Named Insured.

**(2)** Any driving instructor employed by the Named Insured while using a covered "auto" in the course of driving instruction.

**(3)** Any student driver in the course of using a covered "auto" with a driving instructor employed by the Named Insured.

**(4)** Any trustee, director or superintendent of the Named Insured.

**(5)** Any student teacher of the Named Insured.

However:

**c.** No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**d.** Any organization other than a partnership or joint venture that you newly acquire or form over which you exercise control and actively manage and to which no other similar insurance is available will be deemed to be a Named Insured.

**e.** Coverage does not apply to any loss that occurred before you acquired or formed the organization.

**2. Employees and Volunteers as Insureds**

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**b.** A "volunteer worker" is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**3. Lessors as Insureds**

The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:



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a. The agreement requires you to provide direct primary insurance for the lessor, and

b. The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

The coverage provided under this paragraph **3.** applies to any leased "auto" until the expiration date of the lease, or until the lessor or his or her agent takes possession of the leased "auto", whichever occurs first.

**4. Additional Insured Required By "Insured Contract" Or Permit**

Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if:

a. You are obligated to add that person, organization, trustee, estate, or governmental entity as an additional insured to this policy by:

(1) An express provision of an "insured contract"; or

(2) An express condition of a written permit issued to you by a governmental or public authority, and

b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(1) You executed the "insured contract"; or

(2) The permit has been issued to you.

**B. Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions, a. Supplementary Payments**, items **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

**C. SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

**1. Glass Breakage**

**A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**, is amended to add the following:

With respect to private passenger "autos" only, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

With respect to "autos" other than private passenger, any Comprehensive Coverage deductible shown in the Declarations will not apply to this glass breakage.

**2. Transportation Expenses**

**A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted and replaced with the following:

We will pay up to $50 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of "loss" to a covered "auto" other than a fire truck, ambulance, rescue truck or similar emergency "auto". We will pay for temporary transportation expense if caused by:

a. Other than Collision only if Comprehensive Coverage is shown in the Declarations for the covered "auto";

b. Specified Causes of Loss only if Specified causes of Loss Coverage is shown in the Declarations for the covered "auto"; or

c. Collision only if Collision Coverage is shown in the Declarations for the covered "auto".

We will pay for temporary transportation expense until the covered "auto" is returned to use or we pay for its "loss", regardless of the policy's expiration.


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3. **Loss of Use Expenses**

**A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses** is deleted and replaced with the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, subject to a maximum of $900 per "accident".

This Coverage Extension does not apply to any "auto" you hire or borrow from:

**(1)** any of your "employees";

**(2)** partners (if you are a partnership); or

**(3)** members (if you are a limited liability company) or members of their households.

4. **Lease Gap Coverage**

**A. Coverage,** Item **4. Coverage Extensions,** is amended to add the following:

In the event of a total "loss" to a covered "auto" that is a long term leased "auto" and the lessor is included as an insured as required by contract or agreement, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** The amount paid under the policy's Physical Damage Coverage; and

**b.** Any:

**(1)** Overdue lease/loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous loans or leases.

5. **Airbag Coverage**

**A. Coverage, 4. Coverage Extensions** is amended to add the following:

If you have purchased Specified Causes of Loss or Collision coverage for an "auto" you own and the airbag of that "auto" inflates, we will pay to reset or replace the airbag, even if there has not been a Specified Cause of Loss or Collision loss to cause the inflation. However, this additional coverage only applies if the airbag is not covered under warranty and you did not intentionally cause the airbag to inflate.

The most we will pay for this coverage is $1,000 for each covered "auto" you own. The deductible provision does not apply to this additional coverage.

6. **Personal Effects Coverage**

**A. Coverage, 4. Coverage Extensions** is amended to add the following:

If you have purchased Comprehensive or Specified Causes of Loss coverage for an "auto" you own and that "auto" is stolen, we will pay for your "personal effects" and the "personal effects" of your "employees" if those "personal effects" were stolen with the "auto", based on the lesser of:


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**a.** The actual cash value of the stolen "personal effects" as of the time of the "loss"; or

**b.** The cost of repairing or replacing the stolen "personal effects" with other property of like kind and quality.

If the "personal effects" are recovered with the "auto", but they were damaged due to the "auto" theft, we will pay the lesser of:

**a.** The actual cash value of the damaged "personal effects" as of the time of the "loss" or

**b.** The cost of repairing or replacing the damaged "personal effects" with other property of like kind and quality.

We will pay up to a maximum of $250 for all "personal effects", regardless of the number of "personal effects", stolen, per each "auto" theft.

The insurance provided under this coverage is excess over any valid and collectible insurance available to you or your "employees".

"Personal Effects" means tangible property that is worn or carried about the person. "Personal effects" does not include tools, jewelry, money or securities. The deductible provision does not apply to this additional coverage.

**7. Audio, Visual or Electronic Equipment**

**B. Exclusions**, item 4. is deleted and replaced with the following:

**4.** We will not pay for "loss" to any of the following:

**a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

**b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

**c.** Any electronic equipment, without regard to whether this equipment is "permanently installed", that reproduces, receives or transmits audio, visual or data signals.

**d.** Any accessories used with the electronic equipment described in paragraph **c.** above.

However:

Exclusions **4.c.** and **4.d.** do not apply:

**(1)** If such equipment is "permanently installed" in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is "permanently installed" in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

**(2)** To any other electronic equipment that is:

**(a)** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

**(b)** An integral part of the same unit housing any equipment described in **a.** above and "permanently installed" in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

Exclusions **4.a., 4.c. and 4.d.** do not apply to any equipment or accessories that are "permanently installed" in a covered "auto" which is:

**(1)** Owned by a police or fire department;

**(2)** Equipped as an emergency vehicle and owned by a political body or any of its agencies; or

**(3)** Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.

Accessories include, but are not limited to, spot lights, light racks, and cages. We will not pay for such equipment or accessories that are "permanently installed" in the covered "auto" unless their cost new is reported to us in addition to the cost new of the base vehicle itself.

"Permanently installed" equipment means equipment that is welded, bolted or permanently screwed to the dashboard, firewall or body of the "auto". Equipment inserted on permanently installed slide brackets


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with or without the use of setscrews or tension, or portable firefighting and rescue related equipment, will not be construed as "permanently installed" equipment.

8. **Reimbursement of Deductible**

**D. Deductible** is amended to add the following for "autos" owned or used by your "volunteer worker" or "employees":

We will pay up to $500 for reimbursement of the deductible under any auto policy available for reimbursement to the "volunteer worker" or "employee", for any "loss" described above to any "auto" owned or used by the "volunteer worker" or "employee" while in route to, during, and returning from any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by you.

9. **Common Deductible**

**D. Deductible** is amended to add the following:

If a "loss" to which this insurance applies also involves a "loss" under a Commercial Property or Inland Marine Coverage Part for this insured and written by us, only one (1) Deductible, the largest, will be applied. The Deductible(s) under the other coverage part(s) will be waived.

**D. SECTION IV - BUSINESS AUTO CONDITIONS**

1. **Knowledge of Accident**

**A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, item **a.**, is amended to add the following

If your "employee" or agent knows of an "accident" or "loss" that may result in a claim under this policy, you will not be considered to have knowledge of that "accident" or "loss" until your "employee" or agent reports it to:

**(1)** You, if you are an individual;

**(2)** One of your partners (if you are a partnership) or members (if you are a limited liability company);

**(3)** One of your executive officers;

**(4)** Your "employee" if you have designated that "employee" to receive such reports.

2. **Transfer of Rights of Recovery**

**A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against a person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization in a written "insured contract", written agreement or permit that is executed before such "loss".

3. **Loss Payable Clause**

**A. Loss Conditions** is amended to add the following:

**6. a.** We will pay, as their interest may appear, you and any loss payee that has an insurable interest in a covered "auto" for "loss" to a covered "auto".

**b.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

**c.** We may cancel the policy as allowed by the Cancellation Policy Condition in accordance with NY Issuance Law, Section 3426. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

**d.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

4. **Hired Auto Physical Damage**

**B. General Conditions, 5. Other Insurance**, item **b.** is deleted and replaced with the following:

**b.** If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to leased, hired, rented or borrowed


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"autos". We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations.

This coverage is subject to the following provisions:

**(1)** The most we will pay for "loss" to a leased, hired, rented or borrowed "auto" in any one "accident" is the lesser of:

**(a)** $50,000; or

**(b)** The actual cash value of the damaged or stolen property as of the time of the "loss;" or

**(c)** The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

**(2)** For each leased, hired, rented or borrowed "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" of the same vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.

**(3)** Hired Auto Physical Damage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

**(4)** Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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**Budget Transfers**

| Department | Account # Over | Account Name | Amount Over | Account Under | Account Name | Amount Under |
|---|---|---|---|---|---|---|
| Supervisor | A00 5.1220.400 | Contractual | 13,395.50 | A00 5.1220.100 | Personal Services | 51,850.04 |
| | A00 5.1220.401 | Office Supplies | 902.71 | A00 5.1220.450 | Contractual Services | 4,908.18 |
| | A00 5.1220.402 | Seminar/Conferences | 2,551.96 | A00 5.1220.450 | Contractual Services | 4,005.47 |
| | A00 5.1220.403 | Associations/Dues | 926.00 | A00 5.1220.450 | Contractual Services | 1,453.51 |
| | A00 5.1220.405 | Information Tech | 11,614.30 | A00 5.1220.100 | Personal Services | 38,454.54 |
| | A00 5.1220.480 | Payroll | 593.35 | A00 5.1220.100 | Personal Services | 26,840.24 |
| | | | 29,983.82 | | | |
| Receiver of Taxes | A00 5.1330.100 | Personal Services | 17,815.68 | SR1 5.8160.100 | | 8,907.84 |
| | | | | SR2 5.8160.100 | | 8,907.84 |
| | | | | | | 17,815.68 |
| Assessors | A00 5.1355.400 | Contractual | 351.82 | A00 5.1355.200 | Equipment | 352.01 |
| Town Clerk | A00 5.1410.100 | Personal Services | 26,839.39 | B00 5.3620.100 | | 28,770.14 |
| | | | | A00 5.1460.100 | | 4,000.00 |
| | A00 5.1410.403 | Association/Dues | 63.50 | A00 5.1410.401 | Office Supplies | 213.12 |
| | A00 5.1410.405 | Information Tech | 101.09 | A00 5.1410.401 | Office Supplies | 149.62 |
| | | | 27,003.98 | | | |
| Records Management | A00 5.1460.400 | Contractual | 0.50 | A00 5.1410.401 | Office Supplies | 48.53 |
| Recreation | A00 5.7310.403 | Associations | 389.00 | A00 5.7310.408 | Printing and Advertising | 4468.61 |
| **Total Over** | | | **102,384.19** | | | |

| Amount to Transfer | Amount Left |
|---|---|
| 13,395.50 | 38,454.54 |
| 902.71 | 4,005.47 |
| 2,551.96 | 1,453.51 |
| 926.00 | **527.51** |
| 11,614.30 | 26,840.24 |
| 593.35 | **26,246.89** |
| 29,983.82 | |

Need to Transfer to Trash & Brush

| | |
|---|---|
| 351.82 | 0.19 |
| | |
| 22,839.39 | 5,930.75 |
| 4,000.00 | - |
| 63.50 | 149.62 |
| 101.09 | 48.53 |
| 27,003.98 | |
| | |
| 0.50 | 48.03 |
| | |
| 389.00 | 4,079.61 |

| Acct # | Account Description | Total Encumbrence | Amount Broken Out | Description |
|---|---|---|---|---|
| A00 4.4089 | ARPA Revenue | 547,929.00 | 200,000 | Stormwater Analysis |
| | | | 150,000 | GIS Software |
| | | | 75,000 | Sidewalk Program |
| | | | 24,932 | Traffic Calming Equipment |
| | | | 21,250 | Highway Garage Renovation Aritect |
| | | | 25,000 | Skyridge Water District |
| | | | 15,000 | Annual Newsletter |
| | | | 36,747 | Hazard Pay |
| | | | **$ 547,929** | TRUE |
| | | | | |
| A00 5.1440.400 | Engineer Contractual | 300,000 | 25,000 | ARPA Skyridge Water District |
| | | | 75,000 | ARPA Sidwalk Program |
| | | | 200,000 | ARPA Stormwater Analysis |
| A00 5.1620.405 | Buildings Information Technology | 150,000 | | ARPA GIS Software |
| A00 5.1670.401 | Central Printing Office Supply | 15,000 | | ARPA Annual Newsletter |
| A00 5.3120.100 | Police Personal Services | 36,747 | | ARPA Hazard Pay |
| A00 5.5132.400 | Garage Miscellaneous | 24,932 | | ARPA Traffic Calming Equipment |
| A00 5.5132.425 | Garage Building Maintenance | 21,250 | | ARPA Highway Garage Renovation Architect |
| | | **$ 547,929** | TRUE | |

| | | | |
|---|---|---|---|
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence |
|---|---|---|
| A00 5.1620.20 | Buildings Equipment | 1,374.65 |

| | | | |
|---|---|---|---|
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | Explanation |
|---|---|---|---|
| A00 5.1010.400 | Town Board Contractual | 5,000 | Justice Court Audit |
| | | | |
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | |
|---|---|---|---|
| A00 5.3510.450 | Contract | 5,826.33 | |
| | | | |
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | Explanation |
|---|---|---|---|
| A00 5.5132.400 | Garage Miscellaneous | 50,000.00 | Cold Storage Expansion |
| DA0 5.5130.200 | Machinery Equipment | 104,434.00 | TRK 19 Cab & Chassis |
| DA0 5.5142.472 | Snow Removal Plow/Sand Equip | 117,595.32 | TRK 19 Plow Pkg Equip/Body |
| DA0 5.5130.200 | Machinery Equipment | 52,000.00 | TRK replacing TRK22 |
| **Total** | | **$ 324,029.32** | |

| | | | |
|---|---|---|---|
| A00 2.601 | Accrued Liabilities | CR | Reversing |
| DA0 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence |
|---|---|---|
| A00 5.3120.200 | Equipment | 40,749.64 |
| A00 5.3120.400 | Contractual | 8,812.68 |
| A00 5.3120.412 | Vehicle Repair | 51,119.76 |
| A00 5.3120.425 | Building Maintenance | 310.90 |
| A00 5.3120.447 | Grant Expenditures | 10,084.05 |
| A00 5.3120.448 | Uniforms & Cleaning | 1,842.60 |
| A00 5.3120.464 | Protection Gear | 934.36 |
| **Total** | | **$ 113,853.99** |

| | | | |
|---|---|---|---|
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | |
|---|---|---|---|
| A00 5.1220.100 | Personal Services | $26,246.89 | |
| | | | |
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | Explanation |
|---|---|---|---|
| A00 5.1010.400 | Town Board Contractual | 10,000.00 | ARPA Economic Development |
| A00 2.601 | Accrued Liabilities | CR | Reversing |

| Acct # | Account Description | Total Encumbrence | |
|---|---|---|---|
| A00 5.1410.402 | Seminars/Conferences | 3,509.23 | |
| | | | |
| A00 2.601 | Accrued Liabilities | CR | Reversing |

**Amendments to the 2023 Budget**

| Department | Account # Over | Account Name | Amount Over |
|---|---|---|---|
| Garage | A00 5.5132.422 | Water | 71.26 |
| | A00 5.5132.423 | Fire Monitoring | 1,231.00 |
| | A00 5.5132.431 | Landscaping | 135.60 |
| | | | 1,437.86 |
| Machinery | DA0 5.5130.411 | Vehicle Expense | 5,492.39 |
| | DA0 5.5130.447 | Shop Supply | 10,291.10 |
| | DA0 5.5130.473 | Shop Tools | 134.11 |
| | | | 15,917.60 |
| Brush & Weeds | DA0 5.5140.447 | Supplies | 2,316.56 |
| Snow Removal | DA0 5.5142.401 | Office Supply | 379.46 |
| | DA0 5.5142.472 | Plow/Sand | 24,491.21 |
| | DA0 5.5142.474 | Tires | 9,361.68 |
| | | | 34,232.35 |
| General Repairs | DB0 5.5110.101 | Overtime | 1,172.01 |
| | DB0 5.5110.430 | Stop Chemical | 447.15 |
| | DB0 5.5110.450 | Contractual | 192,992.74 |
| | DB0 5.5110.472 | Signs | 1,277.59 |
| | DB0 5.5110.474 | Tires | 2,616.12 |
| | DB0 5.5110.475 | Drainage | 9,437.18 |
| | | | 207,942.79 |
| Police CM1 | CM1 5.3120.493 | DWI Equipment Contractual | 9,830.62 |
| | CM1 5.3120.494 | Defibillators Contractual | 1,390.00 |
| | | | 11,220.62 |
| Town Clerk | A00 5.1410.404 | Books/Publications | 1,834.99 |
| | A00 5.1410.408 | Printing/Ads | 1,525.43 |
| | | | 3,360.42 |
| Elections | A00 5.1450.400 | Contractual Services | 11,381.51 |
| | A00 5.1450.401 | Office Supplies | 2,773.18 |
| | A00 5.1450.408 | Printing/Ads | 46.80 |
| | | | 14,201.49 |
| Safety Grant | A00 5.1430.100 | Personal Services | 423.06 |
| Buildings | A00 5.1620.400 | Contractual | 1,424.01 |
| | A00 5.1620.421 | Phone | 989.15 |
| | A00 5.1620.422 | Water | 135.80 |
| | A00 5.1620.424 | Internet | 138.67 |

| | | | |
|---|---|---|---|
| | A00 5.1620.430 | Cleaning | 967.50 |
| | A00 5.1620.450 | Pest Control | 154.04 |
| | A00 5.1620.485 | Snow Removal | 200.00 |
| | | | 4,009.17 |
| Central Garage | A00 5.1640.410 | Gasoline | 7,854.48 |
| Central Printing | A00 5.1670.404 | Printing/Books | 2,388.78 |
| | A00 5.1670.407 | Copier | 1,864.79 |
| | A00 5.1670.409 | Postage | 6,985.66 |
| | | | 11,239.23 |
| Special Items | A00 5.1910.400 | Unallocated Insurance | 13,968.78 |
| | A00 5.1930.400 | Judgments | 4,586.32 |
| | | | 18,555.10 |
| Employee Benefits | A00 5.9045.800 | Life Insurance | 387.88 |
| | A00 5.9050.800 | Unemployment Insurance | 1,001.88 |
| | A00 5.9061.800 | Health Insurance Opt-Out | 866.24 |
| | | | 2,256.00 |
| Employee Benefits | DB0 5.9055.800 | Disability Insurance | 160.01 |
| Consolidated Drainage #1 | SD1 5.8540.400 | Contractual | 428,645.00 |
| Skyridge Water District | SW3 5.8310.400 | Contractual | 9,330.65 |
| Schepp Water District | W80 5.8340.400 | Contractual | 445.58 |
| Watervale Water District | W90 5.8340.400 | Contractual | 76.74 |
| Attorney | A00 5.1420.400 | Contractual | 84.28 |
| | A00 5.1420.481 | Litigation | 39,842.58 |
| | A00 5.1420.482 | Employment Matters | 5,450.99 |
| | | | 45,377.85 |
| Town Board | A00 5.1010.400 | Contractual | 33,119.66 |
| Police | A00 5.3120.100 | Personal Services | 69,461.73 |
| | A00 5.3120.101 | Overtime Pay | 85,608.69 |
| | A00 5.3120.402 | Seminars/Conferences | 3,098.19 |
| | A00 5.3120.404 | Books/Publications | 323.89 |
| | A00 5.3120.424 | Building Lease | 1,962.30 |
| | A00 5.3120.425 | Building Maintenance | 7,923.87 |
| | A00 5.3120.446 | Maintenance Contract | 12,429.58 |
| | A00 5.3120.447 | Grant Expenditures | 4,826.71 |
| | | | 185,634.96 |

| | | | |
|---|---|---|---|
| Zoning Board | B00 5.8010.408 | Advertising | 587.79 |
| | B00 5.8010.450 | Attorney | 998.00 |
| | | | 1,585.79 |
| | | | |
| Code Enforcement | B00 5.3620.400 | Contractual | 34,447.50 |
| | | | |
| **Total Rolling up to Fund Balance** | | | 1,073,790.47 |

| **Subtotals by Fund** | | |
|---|---|---|
| A00 | 327,469.28 | |
| B00 | 36,033.29 | |
| DA0 | 52,466.51 | |
| DB0 | 208,102.80 | |
| CM1 | 11,220.62 | |
| SD1 | 428,645.00 | |
| SW3 | 9,330.65 | |
| W80 | 445.58 | |
| W90 | 76.74 | |
| **Total** | **1,073,790.47** | TRUE |

MINUTES
TOWN BOARD
January 24, 2024

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
Alissa Italiano, Councilor
Katelyn M. Kriesel, Councilor
Mike Nesci, Councilor
William Nicholson, Councilor
Heather Waters, Councilor

The following Town Officers were present: Joseph Frateschi, Attorney for the Town. William Wolfe, Attorney for the Town. Ann Oot, Town Manager. Allison Weber, Town Clerk. Kay Blythe, Deputy Town Manager. Tom Poitras, Code Enforcement Officer. Jason Cassalia, Police Chief.

**1. Attendees**

In-Person Meeting Attendees: Craig Dudczak, Fayetteville. Andrew Bushnell, Manlius.

Virtual Meeting Attendees: Chris Caver, J. Messineo, Sophia Caputo, Steven Calocerinos.

**2. 6:30 PM The Pledge of Allegiance**

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

**3. 6:34 PM Open Podium**

Craig Dudczak asked for more information on the assessment process and how the assessed value of a home is determined.

Assessor Patrick Duffy went to the podium to explain the Tax Certification Process.

**4. 6:37 PM Two Article 7 Centiorari – For Approval**

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the settlement of the tax certiorari case brought by Luis J Mejico & Paula Pons for the parcel located at 5001 Duguid Rd. and approve the refund of $3,643.90 for the costs related to filing as presented by the Town Assessor.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the settlement of the tax certiorari case brought by Voss Signs for the parcel located at 112 Fairgrounds Dr. and approve the refund of $287.12 for the costs related to filing as presented by the Town Assessor.

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

Nayes: 0 All in Favor. Motion Carries.

**5. 6:41 PM Set Date – Local Law – 3rd Party Electrical Inspector Pursuant to Chapter 59-19 of Town Code**

Councilor Italiano made a motion, seconded by Councilor Nesci, to set a date for a public hearing on February 14, 2024, at 6:35 PM in the matter of Amending the Conditions for Approval of Independent Electrical Inspection Firms pursuant to Chapter 59-19 of Town Code.

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

Nayes: 0 All in Favor. Motion Carries.

**6. 6:42 PM Set Date – Local Law - Public Hearing – Flood Plain Map Amendment**

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to set a date for a public hearing on February 14, 2024, at 6:35 PM in the matter of the Updating the Town's Existing Floodplain Management Regulations.

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

Nayes: 0 All in Favor. Motion Carries.

**7. 6:44 PM Drinking Water Source Protection Plan**

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to Accept the Drinking Water Source Protection Plan as presented.

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

Nayes: 0 All in Favor. Motion Carries.

**8. 6:45 PM Annual Town Historian Report**

Councilor Waters made a motion, seconded by Councilor Nesci, to approve the 2023 Town Historian Report.

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

Nayes: 0 All in Favor. Motion Carries.

**9. 6:47 PM One 8" Water Extension for Fire Service – Sabre Lane at Manlius Academy**

Councilor Italiano made a motion, seconded by Councilor Nesci, to authorize the Supervisor to sign the agreement as submitted by OCWA to install one 8" Fire Service at Manlius Academy as outlined in the agreement presented.

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

Nayes: 0 All in Favor. Motion Carries.

**10. 6:48 PM Planned Unit Development (PUD) Fee Chart**

Councilor Waters made a motion, seconded by Councilor Kriesel, to adopt the PUD Fee Chart as presented.

4 Planned Unit Development (PUD) Fee Chart

| | |
|---|---|
| Application Fee | $ 600.00 |
| Legal Escrow | $ 1,325.00 |

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

Nayes: 0 All in Favor. Motion Carries.

**11. 6:54 PM Town of Manlius Board of Ethics Discussion**

Supervisor Deer discussed a request from a resident regarding a Board of Ethics for the Town of Manlius. Supervisor Deer discussed the existing section of the Town Code that outlines the Board of Ethics and a potential process to appoint members to that Board.

The Town Board discussed the Board of Ethics, the process and the requirements with the Attorney for the Town.

The Town Board tabled the matter until the February 14, 2024, Town Board Meeting.

**12. 7:06 PM Town Clerk's Report**

Councilor Nicholson made a motion, seconded by Councilor Nesci, to accept the 2023 Town Clerk Annual Report as presented.

DRAFT

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

Nayes: 0 All in Favor. Motion Carries.

**13. 7:07 PM Approval of Abstracts #26 and #2**

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract # 26 in the amount of $ 250,914.44 as submitted by Town Clerk Weber.

TOWN OF MANLIUS
Fund Summary
Abstract # 26 - 2023

| CODE | FUND | TOTALS |
|---|---|---|
| A | General Fund Townwide | $200,970.83 |
| B | General Fund Part Town | $2,357.35 |
| DA | Highway Fund Townwide | $44,819.76 |
| CM1 | Police Trust | $735.00 |
| DB | Highway Fund Part Town | $2,031.50 |
| | Total | $250,914.44 |

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve Abstract # 2 in the amount of $678,775.51 as submitted by Town Clerk Weber.

TOWN OF MANLIUS
Fund Summary
Abstract # 2 - 2024

| CODE | FUND | TOTALS |
|---|---|---|
| A | General Fund Townwide | $302,605.96 |
| B | General Fund Part Town | $12,624.32 |
| DA | Highway Fund Townwide | $128,800.41 |
| SR1 | Trash | $209,352.83 |
| SR2 | Brush | $25,391.99 |

DRAFT

| | |
|---|---|
| | $678,775.5 |
| Total | 1 |

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

Nayes: 0 All in Favor. Motion Carries.

**14. 7:08 PM Approval of Minutes – Organizational & January 10, 2024**

Councilor Italiano made a motion, seconded by Councilor Nesci, to approve the minutes of 2024 Organizational Meeting.

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Italiano made a motion, seconded by Councilor Nicholson, to approve the minutes of the January 10, 2024, meeting.

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

Nayes: 0 All in Favor. Motion Carries.

**15. 7:10 PM Adjourn Regular Session**

By motion made by Councilor Italiano, seconded by Councilor Nesci, to enter executive session for Litigation.

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

Nayes: 0 All in Favor. Motion Carries.

**EXECUTIVE SESSION MEETING MINUTES:**
**Executive Session**
**January 24, 2024**

By motion made by Councilor Kriesel, seconded by Councilor Italiano, to exit executive session 7:19PM.

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

Nayes: 0 All in Favor. Motion Carries.

DRAFT

Councilor Nicholson discussed that the Point in Time Survey was sent out surveying homeless across America. Councilor Nicholson asks that constituents and board members to keep this in mind when discussions are being held regarding accessible housing.

There being no further business to come before the Board, upon motion duly made by Councilor Nesci and seconded by Councilor Kriesel the Board voted unanimously to come out of regular session at 7:23 PM.

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

Nayes: 0 All in Favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

DRAFT

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|---|---|---|
| A00 | NON-DEPARTMENTAL | 12,447.25 |
| A00-1110 | Justices | 169.00 |
| A00-1220 | Supervisor | 4,922.77 |
| A00-1355 | Assessors | 28,786.00 |
| A00-1420 | Attorney | 19,237.90 |
| A00-1620 | Buildings | 9,115.78 |
| A00-1640 | Central Garage | 8,553.57 |
| A00-1910 | Special Items | 149.00 |
| A00-3120 | Police | 51,592.45 |
| A00-9055 | Employee Benefits | 489.05 |
| A00-9060 | Employee Benefits | 155,413.38 |
| A00 TOTAL | General Fund Townwide | 290,876.15 |
| B00-3620 | Codes Enforcement | 895.00 |
| B00-8010 | Zoning | 212.50 |
| B00-8020 | Planning | 1,226.56 |
| B00-9055 | Employee Benefits | 20.66 |
| B00-9060 | Employee Benefits | 5,188.28 |
| B00 TOTAL | General Fund Part Town | 7,543.00 |
| DA0-9055 | Employee Benefits | 179.09 |
| DA0-9060 | Employee Benefits | 34,758.01 |
| DA0 TOTAL | Highway Fund Townwide | 34,937.10 |
| SF1-3410 | Fire Protection | 2,056,921.00 |
| SF1 TOTAL | Fayetteville Fire Protect | 2,056,921.00 |
| SF2-3410 | Fire Protection | 1,839,164.44 |
| SF2 TOTAL | Manlius Fire Proctection | 1,839,164.44 |
| SF3-3410 | Fire Protection | 1,225,001.00 |
| SF3 TOTAL | Minoa Fire Protection | 1,225,001.00 |
| SR1-9060 | Employee Benefits | 250.99 |
| SR1 TOTAL | Manlius Res Trash Dist | 250.99 |



** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|---|---|---|
| SR2-9060 | Employee Benefits | 250.99 |
| SR2 TOTAL | Manlius Res Brush Dist | 250.99 |
| SS3-8110 | Sewer Administration | 76,452.73 |
| SS3 TOTAL | Megnin Farms Sewer | 76,452.73 |
| TA2 | NON-DEPARTMENTAL | 1,432.00 |
| TA2 TOTAL | Trust & Agency - Other | 1,432.00 |
| | ** TOTAL ** | 5,532,829.40 |

NO ERRORS

** END OF REPORT **

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|---|---|---|
| A00-7310 | Recreation | 6,948.80 |
| A00 TOTAL | General Fund Townwide | 46,878.04 |
| B00-3620 | Codes Enforcement | 4,000.00 |
| B00-8010 | Zoning | 255.00 |
| B00-8020 | Planning | 340.00 |
| B00 TOTAL | General Fund Part Town | 4,595.00 |
| CM1-3120 | Police | 414.00 |
| CM1 TOTAL | Police Special Revenue | 414.00 |
| CM4-1110 | Justices | 1,442.90 |
| CM4 TOTAL | Court Special Revenue | 1,442.90 |
| DA0-5130 | Machinery | 12,213.50 |
| DA0-5140 | Brush & Weeds | 16.47 |
| DA0-5142 | Snow Removal | 73,561.83 |
| DA0 TOTAL | Highway Fund Townwide | 85,791.80 |
| DB0-5110 | General Repairs | 398.57 |
| DB0 TOTAL | Highway -Part Town | 398.57 |
| TA2 | NON-DEPARTMENTAL | 1,750.00 |
| TA2 TOTAL | Trust & Agency - Other | 1,750.00 |
| | ** TOTAL ** | 141,270.31 |

NO ERRORS

** END OF REPORT **