

Agenda
Town Board Meeting
March 26, 2025
6:30 PM

1. Virtual Meeting Instructions - March 26, 2025

Documents:

[03-26-25 VIRTUAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing - Increasing Or Improving Of The Facilities Of Lighting District #1

Documents:

[LIGHTING DISTRICT 1 IMPROVEMENT ENACTING RESOLUTION.PDF](#)

5. Public Hearing - T.H. Kinsella Quarry- Zone Change Application

Documents:

[TOWN OF MANLIUS ZONE CHANGE APPLICATION--SIGNED AND NOTARIZED.PDF](#)
[LETTERS FROM COMMUNITY.PDF](#)
[COUNTY PLANNING RECOMMENDATION - KINSELLA ZONE CHANGE.PDF](#)
[LOCAL LAW ENACTING ZONE CHANGE 2025.PDF](#)
[KINSELLA - UPDATED COLOR CODED ZONE CHANGE MAP.PDF](#)

6. Award Bid - Town Highway Department - On-Call Utility Drainage And Emergency Services

Documents:

[BID - CASINELLA EXCAVATING LLC.PDF](#)

7. Award Bid - Town Highway Department - Additions And Renovations - Plumbing And Fire Protection Services

Documents:

[TOWN OF MANLIUS HIGHWAY GARAGE BID AWARD RECOMMENDATIONS PLUMBING - FIRE PROTECTION - WITH BID TAB 3-19-25.PDF](#)

8. Town Highway Department - Brush Drop Off

9. Award Bid - Skyridge Water District Booster Pump Station

Documents:

[BID BOOSTER PUMPS - EFI SOLUTIONS .PDF](#)

10. PBA - Contract Side Letter

Documents:

[PBA CONTRACT SIDE LETTER.PDF](#)

11. Environmental Systems Research Institute - GIS Invoice

Documents:

[ESRI - GIS INVOICE.PDF](#)

12. Set Date For Work Session - Board Of Ethics - April 30, 2025 @ 5:00 PM

13. Fund Closure - Transfers

Documents:

[FUND CLOSURE TRANSFERS.PDF](#)

14. Budget Transfers

Documents:

[BUDGET TRANSFER.PDF](#)

15. Approval Minutes - March 12, 2025

Documents:

[03-12-25 - DRAFT.PDF](#)

16. Approval Of Abstract #6

Documents:

[ABSTRACT 6.PDF](#)

17. Adjournment

Please silence cell phones.



March 26, 2025 – 6:30PM

Town Board Virtual 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/86966788777?pwd=bqa7yYmHKGDtG6cvdYSOZpObIXDPbW.1>

Password to join when prompted:

Password: 511352

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: 869 6678 8777

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

Password: **511352**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at

<https://zoom.us/test>.

**IN THE MATTER
OF
INCREASING OR IMPROVING OF
FACILITIES OF LIGHTING DISTRICT #1
PURSUANT TO ARTICLE 12 OF THE
TOWN LAW**

**RESOLUTION IN THE
MATTER OF INCREASING
OR IMPROVING OF
FACILITIES OF
STREETLIGHT DISTRICT #1
PURSUANT TO ARTICLE 12
OF THE TOWN 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 26th of March 2025, 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
Ingrid Gonzalez-McCurdy	Councilor

WHEREAS, the Town has previously established Lighting District #1 pursuant to Town Law (the “**Lighting District**”); and

WHEREAS, a petition has been received to provide a street light (the “Improvement”) at the corner of Townsend Road and Mulberry Lane, which, area is within the Lighting District; and

WHEREAS, the estimated cost of the Improvement is \$116.86 annually.

WHEREAS, on March 26, 2025, the Town Board held a public hearing regarding the Improvement, as required by Town Law Section 202-b.

NOW, THEREFORE, BE IT

ORDERED, that the Town Board hereby determines that it is in the public interest to undertake the Improvements; and be it further

ORDERED, that the Town Board hereby authorizes the Town Supervisor and other proper officers of the Town to proceed with and implement the Improvements on behalf of the Lighting District.

I, CARRIE GREVELDING, 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 26th day of March, 2025; 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 26th day of March, 2025.

DATED: March 26, 2025
Fayetteville, New York

Carrie Grevelding
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 T. H. Kinsella, Inc.
Address of person applying P.O. Box 7, Fayetteville, NY, 13066
Cell Number (315)-559-4357 Phone Number (315)-637-3390
2. Name: (owner of record) of land where Zone Change would occur Please see the attached Schedule A
Address (owner of record) Please see the attached Schedule A
Cell Number (owner of record) (315)-559-4357 Phone Number (315)-637-3390
3. Tax Map Number of property where Zone Change would occur Please see the attached Schedule A
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 & NRRD
6. Desired zoning classification NRRD (the applicant seeks to expand the limits of the existing NRRD portion of applicable parcels)
Reason for Change of Zone (use additional sheets if necessary) To continue the excavation and quarrying of stone to provide needed quality construction aggregate materials for road building, infrastructure projects and construction projects in the Town, County and surrounding areas.
7. What is lot size? Please see the attached Schedule A
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

If yes, please specify Salt Springs Road (County)

12. List the uses of all abutting property Forested, Residential, Mining

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

2/3/25



Applicant 1

Date

Applicant 2

Date

Applicant

Zoning Application – Schedule A

1. Tax ID: 097.-01-03.1
Acreage: 29.86 acres
Owner: T H Kinsella Inc
Address: Salt Springs Rd
Current Zoning RA & NRRD
2. Tax ID: 097.-01-03.2
Acreage: 22.93 acres
Owner: T H Kinsella Inc
Address: Salt Springs Rd
Current Zoning RA & NRRD
3. Tax ID: 097.-01-03.3
Acreage: 21.35 acres
Owner: T H Kinsella Inc
Address: Salt Springs Rd
Current Zoning RA & NRRD

*11.8 acres total from portions of individual parcels to be added to NRRD

SeGUIN LAND SURVEYING, P.L.L.C.
6197 Dyke Road Chittenango, N.Y. 13037
Phone: (315) 263-1642

**Proposed Mining Expansion
Kinsella Quarry
Town of Manlius
Onondaga County, New York**

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

Beginning at a point falling on the easterly line of a parcel of land described in a deed conveyed to T.H. Kinsella and recorded in the Onondaga County Clerk's Office in Book of Deeds 3503 at Page 318, said point being 557.30' along said easterly line from the centerline of Salt Springs Road;

Thence S 51°37'01" W a distance of 65.75';
Thence S 42°17'02" W a distance of 152.32';
Thence S 14°03'05" W a distance of 56.59';
Thence S 35°18'07" W a distance of 123.49';
Thence S 61°31'18" W a distance of 65.26';
Thence S 82°15'39" W a distance of 103.37';
Thence N 87°30'44" W a distance of 94.32';
Thence N 79°13'20" W a distance of 91.24';
Thence S 79°33'38" W a distance of 296.81';
Thence S 76°11'15" W a distance of 259.34';
Thence N 47°39'07" W a distance of 79.23';
Thence N 03°02'35" W a distance of 722.84';
Thence N 37°53'12" E a distance of 503.61' to a point falling a westerly line of the existing mining limits;
Thence S 03°03'36" E a distance of 871.62' a westerly line of the existing mining limits;
Thence S 57°03'37" E a distance of 90.68' a westerly line of the existing mining limits;
Thence N 68°56'24" E a distance of 841.29' a westerly line of the existing mining limits to said easterly line of T.H. Kinsella, Inc.;
Thence S 03°27'41" E a distance of 106.70' to the **point of beginning**.

Containing 11.809 acres of land, more or less, as surveyed by SeGuin Land Surveying, P.L.L.C. on June 20, 2022.

Subject easements and restrictions of record.

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. Thomas P. Kinsella being duly sworn, deposes and says that (s)he is:

Applicant/ Corporation Officer

(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 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: 2/3/25

Date: _____

Thomas P. Kinsella

(Print Name)

(Print Name)

Thomas R. M. Ch. Pres.

(Signature)

(Print Name)

(Signature)

T.H. Kinsella, Inc.

(Entity Name)

(Entity Name)

Thomas P. Kinsella President

By (Officer)

(Title)

By (Officer)

(Title)

P.O. Box 7, Fayetteville, NY, 13066

Mailing Address of Applicant

Mailing Address of Applicant

(315) 637-3390

(Telephone Number)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

)SS:

COUNTY OF ONONDAGA

)

On this 3rd day of FEBRUARY in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared THOMAS P. KINSELLA

for said state, personally appeared _____ 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/they capacity, and that by his/her/their signature(s) on the Petition, the individual or persons upon behalf of which the individual acted executed the instrument.

Notary Public

Aaron D. Howard
Notary Public, State of New York
Reg. No. 01HO6151537
Qualified in Onondaga County
Commission Expires August 21, 20 26

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)

) SS:

COUNTY OF ONONDAGA)

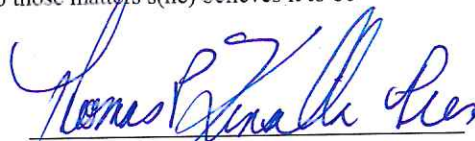
Thomas P. Kinsella

-being duly sworn, deposes and says the

s(he) is the President

of T.H. Kinsella Inc.

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;

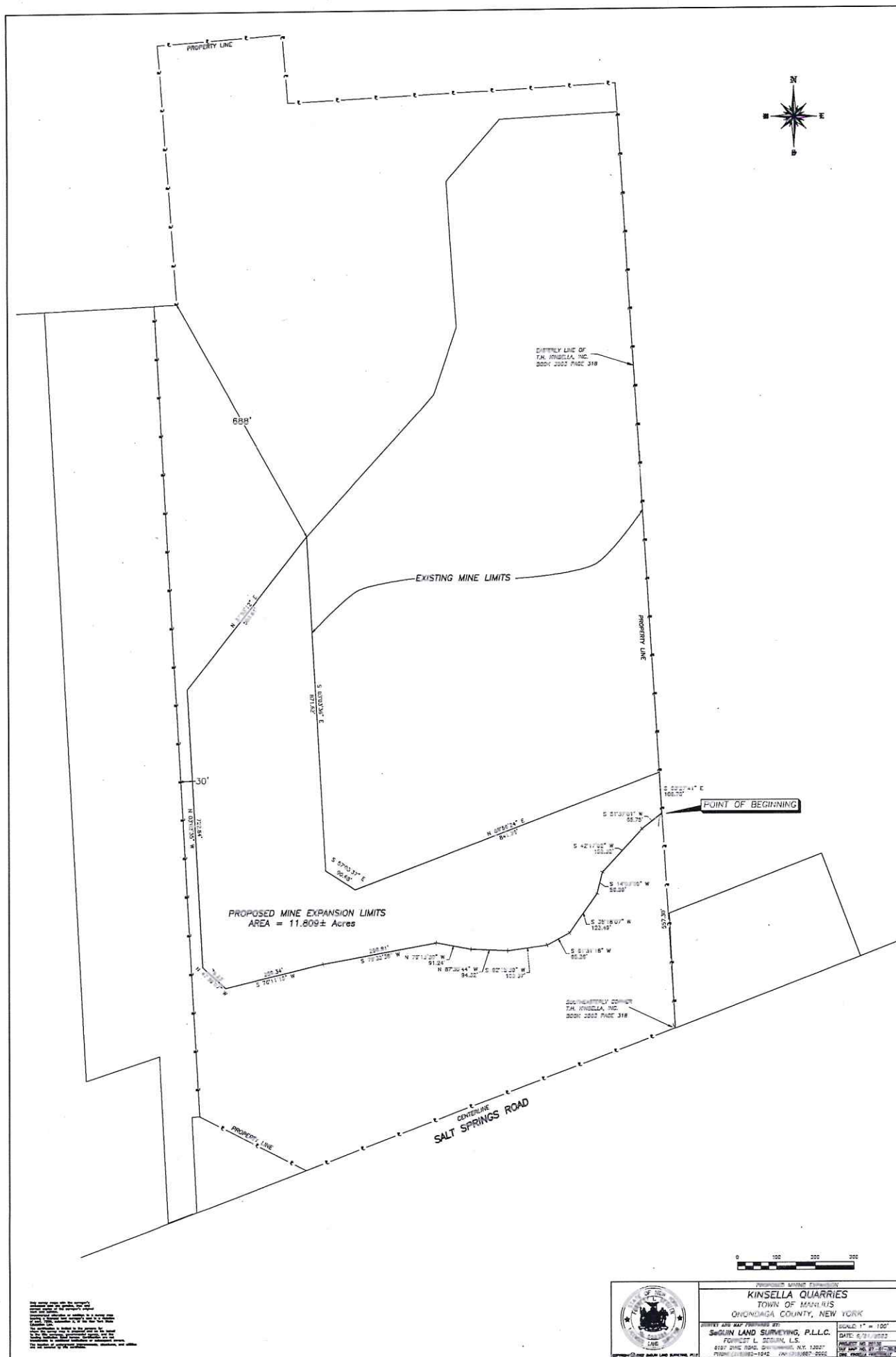


Applicant Signature

Subscribed to me before this day
Of FEBRUARY 3, 2025



Notary Public



Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: T.H. Kinsella, Inc. - Fayetteville Quarry Modification		
Project Location (describe, and attach a general location map): NYS Route 5, Town of Manlius, Onondaga County		
Brief Description of Proposed Action (include purpose or need): T.H. Kinsella, Inc. is seeking to modify their current mining permit to extend mining operations to the west and onto additional lands owned/controlled by the applicant. Specifically, this application proposes to add approximate 11.8 acres to the currently approved 98.1 -acre Life-of-Mine (LOM) boundary, creating a total of 109.9+/- LOM affected area.		
Name of Applicant/Sponsor: T.H. Kinsella, Inc.		Telephone: (315) 637-3390
		E-Mail: tkinsella@thkinsella.com
Address: P.O. Box 7		
City/PO: Fayetteville	State: New York	Zip Code: 13066
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☐ Yes ☒ No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission ☒ Yes ☐ No	Town of Manlius Zoning Change (Natural Resource Removal District), Permit	July 2022; re-submission January 2025
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☐ Yes ☒ No		
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC Mined Land Reclamation Permit	October 2021
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No *

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

*The Town of Manlius identified the Fayetteville Quarry on Pages 26 and 68 of its 2023 Comprehensive Plan. The Comprehensive Plan (p. 71) acknowledges that mining operations provide economic benefits by creating jobs, supporting construction of infrastructure and contributing to the tax roll.

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
<u>RA- Restricted Agricultural</u>	
b. Is the use permitted or allowed by a special or conditional use permit?	☒ Yes ☐ No
c. Is a zoning change requested as part of the proposed action? *	☒ Yes ☐ No
If Yes, i. What is the proposed new zoning for the site? <u>NRRD- Natural Resource Removal District</u>	
C.4. Existing community services.	
a. In what school district is the project site located? <u>Fayetteville-Manlius Central School District</u>	
b. What police or other public protection forces serve the project site? <u>Manlius Police Department, Onondaga County Sheriff's Department, New York State Police</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Manlius Fire Department</u>	
d. What parks serve the project site? <u>Green Lakes State Park; Old Erie Canal State Park; Duguid Village Park; Sullivan Park</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Industrial</u>	
b. a. Total acreage of the site of the proposed action?	<u>11.8</u> acres
b. Total acreage to be physically disturbed?	<u>11.8**</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>324 +/-</u> acres
c. Is the proposed action an expansion of an existing project or use? ☒ Yes ☐ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % <u>12%</u> Units: <u>Acres</u>	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

*Kinsella is seeking the expansion of the Natural Resource Removal District overlay with the Town of Manlius.

**Addition of 11.8 acres of previously disturbed area to currently approved 98.1 acre previously disturbed Life-of-Mine area.

f. Does the project include new residential uses? ☐ Yes ☒ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No	
If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☒ Yes ☐ No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? <u>Production and sale of construction aggregate and other similar products.</u>	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): <u>450,000 cubic yards</u> • Over what duration of time? <u>Dependent on market conditions</u>	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.	
<u>Limestone bedrock will be excavated, processed, and sold to market.</u>	
iv. Will there be onsite dewatering or processing of excavated materials? ☒ Yes ☐ No	
If yes, describe. <u>Excavated material will be crushed and sized using industry standard equipment, consistent with current approvals for the site.</u>	
v. What is the total area to be dredged or excavated? _____ 11.8 acres	
vi. What is the maximum area to be worked at one time? _____ 11.8 acres	
vii. What would be the maximum depth of excavation or dredging? _____ +/- 60 feet	
viii. Will the excavation require blasting? ☒ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	
<u>The reclamation objective is vegetated open space/field.</u>	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

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

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

v. Describe any proposed reclamation/mitigation following disturbance: _____

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

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

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

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

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

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

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

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

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

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

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

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

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

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

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____	☐ Yes ☐ No
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? N/A Square feet or 11.8 acres (impervious surface) * N/A Square feet or 11.8 acres (parcel size) ii. Describe types of new point sources. NA; stormwater within the expansion area will be managed internally within the site as currently practiced. iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ Stormwater within the expansion area will be managed internally through conveyance to the existing on-site pond system. • If to surface waters, identify receiving water bodies or wetlands: _____ On-site stormwater ponds. • Will stormwater runoff flow to adjacent properties? _____	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☒ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____ f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Heavy equipment; delivery vehicles (as currently practiced). ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) N/A iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Process emissions from processing equipment (as currently practiced).	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☒ No ** ☐ Yes ☐ No

* Note: 0 acres of impervious surface will remain after reclamation

** The facility maintains an Air Facility Registration (#7-3138-00014/02000) for the existing crushing and screening plant within the quarry. There will not be changes to the crushing and screening plant or the Air Facility Registration as a result of the proposed Life-of-Mine expansion.

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☒ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): <u>Fuel exhaust, fugitive dust, consistent with currently approved operations</u>			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ 6:00 AM - 4:00 PM * • Saturday: _____ 7:00 AM - 12:00 PM • Sunday: _____ None • Holidays: _____ None </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A	ii. During Operations: • Monday - Friday: _____ 6:00 AM - 4:00 PM * • Saturday: _____ 7:00 AM - 12:00 PM • Sunday: _____ None • Holidays: _____ None
i. During Construction: • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A	ii. During Operations: • Monday - Friday: _____ 6:00 AM - 4:00 PM * • Saturday: _____ 7:00 AM - 12:00 PM • Sunday: _____ None • Holidays: _____ None		

*Loading and snow-plowing activities extend 6:00 AM - 7:00 PM Monday through Friday

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

☐ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Project site is an expansion of an active industrial facility, surrounded by a mixture of rural, residential, agriculture, commercial and recreational uses.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	4.11	11.8	+7.69
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	7.69	0	-7.69
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No	
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ 0-4 feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No * If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
Benson silt loam, undulating *	48.0 %
Benson silt loam, rolling *	3.2 %
Wassaic silt loam *	48.8 %
d. What is the average depth to the water table on the project site? Average: _____ >5 feet	
e. Drainage status of project site soils: ☒ Well Drained: 96.8 % of site* ☒ Moderately Well Drained: 3.2 % of site* ☐ Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 97.1 % of site ☒ 10-15%: 2.9 % of site ☐ 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name _____ Classification _____	
• Lakes or Ponds: Name _____ Classification _____	
• Wetlands: Name _____ Approximate Size _____	
• Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☒ No	
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No	
If Yes:	
i. Name of aquifer: _____	

*Site is previously disturbed and adjoins a bedrock quarry. Wassaic soil series is characterized by USDA as somewhat excessively to excessively drained.

m. Identify the predominant wildlife species that occupy or use the project site: _____ Small mammals (i.e., squirrel, chipmunk) _____ common birds (sparrow, finch, etc.) _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No* If Yes: i. Species and listing (endangered or threatened): _____ Northern Long-eared Bat	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

*Site is within the habitat range of the northern long-eared bat (*Myotis septentrionalis*), but is previously disturbed and does not contain suitable habitat (large standing trees).



TABLE 1
AESTHETIC RESOURCES WITHIN 5 MILES OF FAYETTEVILLE QUARRY

National Register of Historic Places

1. Mycenae Schoolhouse
2. Levi Snell House
3. St. Paul's Church
4. Oran District No. 22 Schoolhouse
5. Oran Community Church
6. Drover's Tavern
7. Chittenango Pottery
8. Charles Eastabrook Mansion

State Parks

9. Green lakes State Park
10. Old Erie Canal State Park
11. Erie Canal State Park

Municipal Parks

12. Duguid Park
13. Coulter Park
14. Beard Park
15. Mill Run Park
16. Fayetteville Veterans Park

New York State Forest Preserve

17. Woodchuck Hill Field and Forest Preserve

National Natural Landmarks

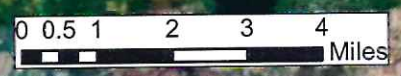
18. Round Lake National Natural Landmark

Note: Identification number (e.g, 23.) corresponds with each resource depicted on *Figure 1, Location Map – Inventory of Aesthetic Resources.*



Legend

-  Site
-  Historical Buildings
-  Federal Recreation
-  State Recreation
-  Kinsella 5 mile radius



NOTE: See attached "Table 1: Inventory of Aesthetic Resources" for identification of each resource.



19 British American Blvd., Latham, New York 12110
P: (518) 782-0882 F: (518) 782-0973 www.jmt.com

Location Map
Inventory of Aesthetic Resources
T H Kinsella Inc.
Fayetteville Quarry

Town of Manlius Onondaga., NY

Steven S. Winschel
5190 Townsend Road
Manlius, NY 13104
sswinschel@gmail.com
November 2, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville NY 13066

Dear Members of the Town Board,

As a resident of the Town of Manlius I want to express my support for the proposed zone changes in Mycenae and the existing Fayetteville quarry.

I have been a neighbor of the T.H. Kinsella, Inc. Quarries for over 25 years and have every confidence that T.H. Kinsella, Inc. will continue to be good neighbors while operating their business near my home. Evidence of their neighborly kindness include, but are not limited to, the following: During the blizzard of March 1993 (Known as the Storm of the Century), John Kinsella - unsolicited - arrived at my elderly father's house on North Eagle Village Road with a Payloader and cleared out his driveway. During the summer of 1998, the Kinsella Quarries assisted with the installation of our 300-foot driveway by providing us with runner crush free of charge. This was a huge deal for two young teachers building their first home. Most recently, during July of 2022, Thomas Kinsella, demonstrated his commitment to neighbors and unwavering support of the community by taking time out of his busy day to assist with the relocation of a rock on our property that was too large for normal construction crews and equipment to handle. Again, the Kinsella's saved the day!

The quarry has always been a reliable source of high-quality materials and has played a significant role in local construction projects. An expansion would mean that they can continue to meet the growing demands while remaining committed to maintaining the quality of our neighborhood in the Town of Manlius.

I appreciate the attention the Board has given to environmental concerns and community feedback. I trust that you will continue to prioritize responsible practices throughout this process, and I hope that you recognize that T.H. Kinsella, Inc. is the kind of company and knowledgeable neighbor who can continue to serve the Town and its residents and keep its materials available and close.

Thank you for considering my perspective as you make your decision.

Respectfully submitted,

Steven S. Winschel

Carrie Greveling

From: Mike Doolittle <mdoolittle8@yahoo.com>
Sent: Sunday, November 3, 2024 7:25 AM
To: Town Board
Subject: T.H. Kinsella

Dear Members of the Town Board,

I'm writing on behalf of FM Little League. We wish to support T.H. Kinsella with the proposed expansion as they have been supporters of FM Little League for a very long time. They have been a vital supporter of our efforts for many years, providing both materials and donations from time to time.

We recognize the importance of responsible environmental practices and appreciate the boards commitment to balancing growth with community well-being. We believe that with careful planning, this expansion can benefit both the local economy and our community initiatives.

Thank you for considering our perspective as you move forward with this important decision.

Sincerely,
Mike Doolittle
FM Little League - Treasurer

Sarah Williams

8064 East Genesee St.

Fayetteville, NY 13066

doglovers@windstream.net

10/31/2024

Town of Manlius
Town Clerk's Office

NOV 12 2024

Received and Filed

Town of Manlius Board

301 Brooklea Drive

Fayetteville, NY 13066

Dear Members of the Town Board,

As a small business in the Town of Manlius, I need to express my support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry.

I have been working for almost the last twenty years next to the Fayetteville quarry. Almost fifteen years grooming dogs out of the veterinarian building at 8122 Genesee St. and the last four years here at 8064 Genesee St. I have never had any complaints about T.H. Kinsella, Inc. In fact, they have helped me out a few times. I look forward to continue to being neighbors with them in the future.

I think the community has benefited from Kinsella. Being able to mine construction materials locally brings the community income and keeps the price down by not having to transport materials in from other towns or regions.

I really appreciate the Town of Manlius giving my letter its attention on the subject. I know the environment and the community is important and keeping businesses in the area benefits everyone in it. Please take my letter into consideration when deciding on the matter. Kinsella has done a lot for this community and residents here.

Thank you for your time and I hope it works out for the Kinsella quarries:

Sincerely,

Sarah Williams

Gary Carter
HR Carter Enterprises Inc
4520 Palmer Rd
Manlius, NY 13104
gjcarter34@gmail.com
October 26, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13104

Dear Members of the Town of Manlius Board,

I am writing on behalf of HR Carter Enterprises Inc., located in Manlius, to express our full support for the proposed zoning change in Mycenae and the expansion of the Fayetteville Quarry operated by TH Kinsella Inc. As both a resident and business owner in Manlius, I can attest to the significant positive impact that the Fayetteville Quarry has on our community, as well as the longstanding relationship between HR Carter Enterprises Inc. and TH Kinsella Inc.

Since 1986, we have relied on TH Kinsella as our primary aggregate stone supplier for a wide array of residential and commercial building projects throughout the Town of Manlius. Our decision to source exclusively from TH Kinsella's Fayetteville Quarry has enabled us to provide high-quality materials to our customers at competitive prices, which is largely possible due to the quarry's centralized location. This local sourcing not only helps reduce transportation costs but also contributes to our community's sustainability by minimizing fuel usage and associated emissions.

Beyond its logistical benefits, the Fayetteville Quarry has proven to be a valuable community asset. TH Kinsella has consistently demonstrated its commitment to our town, generously offering support, time, and materials whenever needed. As a result, they have built a reputation of trust and reliability among local businesses and residents alike, many of whom I speak with are in favor of maintaining and expanding this resource to meet future needs.

Our customers also recognize the value of keeping this local quarry as it enables us to continue offering cost-effective materials for projects within our community. I am confident that TH Kinsella will manage this expansion with the same level of respect and care for our town that they have shown through the years.

For these reasons, HR Carter Enterprises Inc. is fully in favor of the proposed zone change in Mycenae and expansion of the Fayetteville Quarry. We respectfully request the board's consideration of this matter as we look forward to continuing to serve our local residents with a high-quality, locally sourced aggregate product.

Thank you for your attention and consideration.

Sincerely,

Gary Carter
HR Carter Enterprises Inc.

John Goodfellow
8529 E Genesee Street (Home)
Fayetteville, New York 13066
john@fourseasonsgolfandski.com
November 1, 2024

8012 E Genesee Street (Business)
Fayetteville, NY 13066

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Dear Members of the Town Board,

As a resident of the Town of Manlius and both a residential and business neighbor of the existing quarry, I want to express my support for the proposed zone changes in Mycenae and the existing Fayetteville quarry.

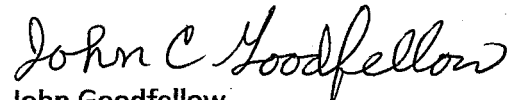
I have been a neighbor of T.H. Kinsella, Inc. for 65 years and have every confidence that T.H. Kinsella, Inc. will continue to be good neighbors while operating their business near my home and business.

The quarry has always been a reliable source of high-quality materials and played a significant role in local construction projects. An expansion would mean they can continue to meet the growing demands while remaining committed to maintaining the quality of our neighborhood in the town of Manlius.

I appreciate the attention the Board has given to environmental concerns and community feedback. I trust that you will continue to prioritize responsible practices throughout this process, and I hope that you recognize that T.H. Kinsella, Inc. is the kind of company that can continue to serve the Town of Manlius and its residents and keep its materials available and close. I would also like to point out the many local organizations that T.H. Kinsella, Inc. has supported financially.

Thank you for considering my perspective as you make your decision.

Sincerely,


John Goodfellow

Mary Karpinski
8300 Salt Springs Rd.
Manlius, NY 13104
November 12, 2024

Board
Town of Manlius
301 Brooklea Dr.
Fayetteville, NY 13066

Public Comment – Subj: “T.H. Kinsella, Inc. Zone Change Application”

Supervisor Deer and Town Councilors;

I am writing to support the following zone changes requested by T.H. Kinsella, Inc. to sustain this local business:

1. A zone change from “Restricted Agricultural” to “Natural Resource Removal” to mine 11 acres of land inside the berms of the current Fayetteville Quarry site.
2. A zone change from “Restricted Agricultural” to “Natural Resource Removal” to mine a new site on 250 acres of land located in the hamlet of Mycenae.

These changes are needed to enable the business to operate successfully, meeting the growing need for stone in our county and region for building, development, and infrastructure.

You will be hearing from many stakeholders who will be voicing their concerns. I want to share my experience as an owner of a home located near the Fayetteville quarry site.

Our home on Salt Springs Rd. is located outside the quarry berm. We have owned this property since 2006, 18 years. Tom Kinsella and his employees have been good neighbors.

Yes, there is blasting. Blasts are infrequent and much of the mining is done during the spring and summer months. Twice we contacted Tom in the aftermath of blasting. Our home was built in 1958 and is supported by a metal beam that was shaken after a blast and a long crack in the ceiling over the beam resulted. He immediately responded and helped us with the repair. He understands the importance of addressing the concerns of homeowners and maintaining a positive relationship.

There are questions about the environmental impact of a quarry operation that will be raised. It's important to gather facts before making assumptions about environmental

impacts. We've never experienced problems with residue, air quality, or water contamination of the aquifer that feeds our well. Quarry operations are highly regulated, and Kinsella Quarries meet all standards.

The quarry maintains its berms and buffer property to enhance the area that surrounds the mining operation. Homes near the quarry have not lost value.

The quarry has a major economic impact in the Town of Manlius. T.H. Kinsella, Inc. employs about 50 people, 30 who work in the Fayetteville quarry site. If the zoning for expansion is not approved, these employees and their families will be adversely affected by layoffs and job loss. The company contributes significantly to the local tax base.

In addition to being a good neighbor, the company has a track record of being socially responsible as evidenced by its contributions to many civic organizations including our libraries, sports programs, and local nonprofit organizations.

This year a Quarry Commission was formed by the town to address the operation and expansion of Kinsella Quarries. I and my neighbors who live near the quarry are directly affected by changes that will happen if the zoning request is approved. We are stakeholders and want to be informed about blasting in the expanded area and what will happen, if and, when the Fayetteville site is closed. I filed a FoIA form requesting a list of Commission members and meeting minutes from the town clerk's office on October 25, 2024 but have not yet received this information.

Transparency, communication, and dialog are essential to enabling the quarry and its neighbors to maintain a cooperative relationship. I am requesting the town appoint a representative from each of the neighborhoods impacted by the quarry to serve on the Quarry Commission and that minutes of the Commission be posted on the Town website.

T.H. Kinsella, Inc. has a proven track record of responsible mining practices to meet both demands of builders and developers and being a good neighbor to town residents. As you weigh the benefits and costs of approving the zone change applications, please consider this record.

Respectfully submitted,
Mary Karpinski (mary.karpinski@gmail.com)
c.c. T.H. Kinsella, Inc.

Total Lawn Care
Todd D. Bennett
120 Mill Street
Manlius, NY 13104
Tlcbn1@aol.com

November 8, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Dear Members of the Town Board,

I am the owner of Total Lawn Care, Inc. in Manlius, NY. My company provides Landscaping/Construction services to residential, commercial, and municipal customers in the Manlius and surrounding areas for the past 30 years. As a business customer of the quarry since 1994 and a lifetime resident of our community, I want to express my strong support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry expansion.

T.H. Kinsella, Inc. is an integral business supplier for my business. The materials produced by T.H. Kinsella, Inc. have been essential to my business operations for both my residential and commercial customers. Their expansion efforts will ensure that I can meet client demands efficiently and cost-effectively with a reliable supply of high-quality resources for the foreseeable future. This will allow us to also manage our cost of goods while reducing wasted time and expense on transportation from sources further away.

I appreciate the Board's commitment to balancing development with environmental considerations, and I am confident that this expansion can be managed responsibly.

Thank you for your attention to this matter. I look forward to seeing our community coming together to not only meet the needs of T.H. Kinsella Inc. but all of the local small businesses as well.

Sincerely,

Todd Bennett
Total Lawn Care

Gloria Abdo

483 Summerhaven Dr. N
E. Syracuse, NY 13057

November 13, 2024

Town of Manlius Board
301 Brooklea Dr.
Fayetteville, NY 13066

Dear Members of the Town Board,

As a resident of the Town of Manlius, I want to express my support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry, off Rt 5, opposite the entrance to Green Lakes.

I have been neighbor of T.H. Kinsella, Inc over 10yrs. and have full confidence that T.H.Kinsella, Inc will continue to be good neighbors while operating their business near my home, and the surrounding adjacent residential neighborhoods they've inhabited for decades.

The quarry has always been a reliable source of high quality materials, has played a significant role in local construction projects, and has over 45 full time employees. An expansion would mean continuing to meet ongoing product demands while remaining committed to maintaining the quality of our neighborhoods in the Tn of Manlius.

I appreciate the attention the Board has given to environmental concerns and community feedback. Kinsella quarry has demonstrated their priorities of engaging in responsible practices. They have long been recognized as the kind of company that serves its Town and its residents. A zone change to mine 11 acres of land, inside their existing berms, will extend the life&livelihood in Fayetteville; and a zone change to develop a new quarry on 250+ acres of vacant land in the hamlet of Mycenae will provide the natural resources immediately needed for local residential and commercial builders.

Sincerely yours,



Gloria Abdo. 315-882-8467

Mike and Melissa Quinn
5474 Townsend Road
Manlius, NY, 13104
melissadardaris@gmail.com
9/4/2024

Town of Manlius
Town Clerks Office

NOV - 7 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Received and Filed

Dear Members of the Town Board,

As residents of the Town of Manlius and as neighbors of Kinsella Quarries, we want to express our full support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry.

We have been neighbors of the T.H. Kinsella, Inc. for 10 years and have every confidence that T.H. Kinsella, Inc. will continue to be excellent neighbors while operating their business near our home.

We understand that the quarry has always been a reliable source of high-quality materials and has played a significant role in local construction projects. Being able to expand would ensure that they could continue to meet the growing demands while remaining committed to maintaining the quality of our neighborhood in the Town of Manlius.

We appreciate the attention the Board has given to environmental concerns and community feedback. We trust that you will continue to prioritize responsible practices throughout this process, and we hope that you recognize that T.H. Kinsella, Inc. is the kind of company who can continue to serve the Town and its residents and keep its materials available and close.

This quarry has had a long standing history and relationship with the Town and we hope to see this continue. In addition to the demands for the materials the quarry provides, there is also the fact that T.H. Kinsella, Inc. has happily and willingly donated many resources to this community.

Thank you for considering our perspective and support as you make your decision.

Sincerely,
Mike and Melissa Quinn



1300 WEST FAYETTE ST., P.O. BOX 1079 SYRACUSE, NEW YORK 13201
OFFICE (315) 475-5115 ORDER DESK (315) 475-5191 FAX (315) 472-5613

November 13, 2024

Town Board – Town of Manlius

I am writing in support of the T.H. Kinsella Co. and their desire to expend their existing quarry as well as develop a new one in our town. It is good to see progress and increase our tax base and I support their efforts. The existing quarry has been there many years and really will not change anything with expansion. The new quarry will be a valuable asset for the construction industry in greater Syracuse and Onondaga and Madison Counties and beyond. Their products are needed and always will be as the area grows so they will be a valuable asset for our future.

I have been living in the Town of Manlius for many years and my family is now sixth generation here. We do business with Kinsellas and have always found them to be a reliable company and a solid citizen in our community. I also know many of their family personally and support their quality work and contributions to our community and I would therefore recommend you work with them to approve their requested zone change which will provide jobs, additional taxes collected, and quality products for the Town of Manlius.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David Kellish", written in a cursive style.

Paragon Supply, Inc.
David J. Kellish, CEO
DJK/lm

November 11, 2024

The Schepp Family

Schepp Family Funeral Homes

7191 East Genesee Street

Fayetteville, New York 13066

To the Town of Manlius

301 Brooklea Drive

Fayetteville, New York 13066

We are writing you in support of the zone change Kinsella Quarries are requesting to continue their operation. Our two families have shared much of the history of this town. The Kinsella's have always maintained a well run business that has supplied the development growth here in central New York. It has been very convenient to have a supplier locally for our town's growth not only for timely deliveries, but it has prevented many outside truck miles coming into our area thus minimizing the environmental impact.

Over the past thirty years we have rebuilt all of our facilities in the town and all of the stone material came from Kinsella's. They went beyond a "business as usual" mode and were always willing to meet our time lines and schedules. Their driver's were always attentive and operated with a safety first approach.

The Kinsella family always remembered their home town and on countless occasions have stepped up to support community events. We have been involved in some common efforts and the Kinsella's have often contributed funds and materials to better our community.

The area they are requesting for a zone change is still a rural area and next door to the current operation which has been in existence for decades. We can see little impact to surrounding properties and coupled with their exemplary record of operations, it would seem natural to continue. As our town continues to develop, it is only common sense to allow this operation to continue to serve our growing needs. We heartily recommend the zone change.

Sincerely,

The Schepp Family

James Mitscher
8878 Mulberry Lane
Manlius, NY 13104
ilvbears66@hotmail.com
10/30/2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Dear Members of the Town Board,

As a resident of the Town of Manlius, I want to express my support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry.

I have been a neighbor of T.H. Kinsella, Inc since 1972. It was the first house that was built on Mulberry Lane. I bought the land knowing full well that Kinsella's quarry would be my neighbor. I even built another home, where I am currently residing, on the same road. T.H. Kinsella has ALWAYS been a good neighbor, being respectful of residents' homes and supporting the neighbors with their needs. I am confident this will continue even with the zone change.

As I am sure you are aware of, the quarry has been a reliable source of high-quality materials and has played a significant role in local construction projects. An expansion would mean that they can continue to meet the growing demands while remaining committed to maintaining the quality of our neighborhood in the Town of Manlius.

I appreciate the attention the Board has given to environmental concerns and community feedback. I trust that you will continue to prioritize responsible practices throughout this process, and I hope that you recognize that T.H. Kinsella, Inc is the kind of company who can continue to serve the Town and its residents and keep its materials readily available.

Thank you for considering my perspective as you make your decision.

Sincerely,

James Mitscher



October 24, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Dear Members of the Town Board,

I am the Owner of Davis Wallbridge Inc. in East Syracuse NY and have a residence in the Village of Minoa, Town of Manlius. My company provides construction services to residential, commercial and municipal projects throughout Central New York. As a customer of TH Kinsella since their inception and a lifetime resident of the Town of Manlius, I want to express my strong support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry expansion.

We consider TH Kinsella an integral business supplier for my company and one of very few that are locally owned and operated. The materials produced by TH Kinsella Inc have been essential to my business operations including projects at Fayetteville Manlius Athletic Complex, Fayetteville Manlius High School North Eagle Village Road Access, East Syracuse Minoa Athletic Complex and East Syracuse Minoa CSD 2024 Capital Improvements to name a few.

I know no other company that operates with the dedication to community, to their customers and to the industry as does TH Kinsella. Their operations are simply vital to the surrounding area. With very few quarries locally, TH Kinsella is vital to the operations of Davis Wallbridge Inc. and our customers.

I appreciate the Board's commitment to balancing development with environmental considerations, yet I am confident these expansions can be managed responsibly.

Thank you for your attention to this matter.

Erik Gilkey
Sincerely,
Erik Gilkey, President
Davis Wallbridge Inc.

DAVIS WALLBRIDGE, INC.
5861 PYLE DRIVE * EAST SYRACUSE, NY 13057
PHONE 315-446-2013 * FAX 315-446-2837
E-MAIL : egilkey@daviswallbridgeinc.com



Syracuse Youth Golf, Inc.
5050 Jamesville Road
Jamesville, NY 13078

October 25, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

Dear Members of the Town Board,

I am writing on behalf of Syracuse Youth Golf Inc. (dba First Tee Syracuse), a local non-profit supporting youth in our community. We wish to express our support for the zone change that will allow for the proposed expansion of T.H. Kinsella, Inc.'s existing Fayetteville quarry as well as its proposed Mycenae location.

T.H. Kinsella, Inc. has been a vital supporter of our efforts for over 6 years, providing both materials and donations from time to time for our projects and fundraising events. An expansion would not only enhance the availability of materials but also encourage their future support, which is crucial for the children and other organizations that we serve.

I personally chaired the Town of Dewitt Planning Board for 15 years retiring recently and worked with T.H. Kinsella regarding their Town of Dewitt location. They always conducted themselves with integrity and professionalism.

We recognize the importance of responsible environmental practices and appreciate the Board's commitment to balancing growth with community well-being. We believe that with careful planning, this expansion can benefit both the local economy and our initiatives for our youth programming.

Thank you for considering our perspective as you move forward with this important decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter B. Webber".

Peter B. Webber
Executive Director

Mark and Marnie Carter

5186 Duguid Road

Fayetteville, NY 13066

mcarter1696@aol.com

11/09/24

Town of Manlius Board

301 Brooklea Drive

Fayetteville, NY 13066

Dear Members of The Town Board,

As residents of the Town of Manlius, we strongly support the proposed zone changes in Mycenae and at the existing Fayetteville quarry.

For many generations, The Carter Family has been neighbors of T. H. Kinsella, Inc. and can say without a doubt, that they will continue to be good neighbors and respect all those living close by while continuing to operate their highly respected business near our home.

The quarry is not only a great source of the high-quality materials for local construction projects but has also assisted with supporting FM Booster Club fund raisers, including Fay Man Day of Races, with their time, materials and equipment. Kinsella Quarries has been beyond generous in helping our youth sports programs. Our community would greatly suffer if such supplies were not locally available.

With the fact that we have personally resided in the same neighborhood as the quarry and have been friends with The Kinsella Family for close to 50 years, it is with highest regards that we can confidently say that they will continue to prioritize any environmental concerns necessary not only today but with any growth. Kinsella Quarries, not only provides much needed materials for our community but it also provides many dependable jobs as well. It would be a shame if T. H. Kinsella was denied any future expansion.

Thank you for considering our perspective as you make your decision.

Sincerely,

Mark and Marnie Carter and Family

Peter Harris
5160 MacClenthen Rd
Manlius, NY 13104

November 12, 2024

Town of Manlius Board
301 Brooklea Dr
Fayetteville, NY 13066

Dear Members of the Town Board,

As a resident of the Town of Manlius, I want to express my support for the proposed zone changes in Mycenae and at the existing Fayetteville quarry.

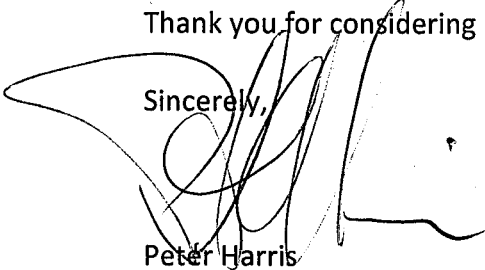
I have been a neighbor of T.H. Kinsella, Inc. for 20 plus years and have every confidence that T.H. Kinsella, Inc. will continue to be good neighbors while operating their business near my home.

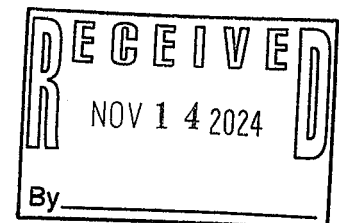
The quarry has always been a reliable source of high-quality materials and has played a significant role in local construction projects. An expansion would mean that they can continue to meet the growing demands while remaining committed to maintaining the quality of our neighborhood in the Town of Manlius.

I appreciate the attention the Board has given to environmental concerns and community feedback. I trust that you will continue to prioritize responsible practices throughout this process, and I hope that you recognize that T.H. Kinsella, Inc. is the kind of company who can continue to serve the Town and its residents and keep its materials available and close by.

Thank you for considering my perspective as you make your decision.

Sincerely,


Peter Harris



11/9/24

RE:
TH Kinsella

To the Manlius Town Board,

I have lived next T.H.Kinsella for 68 years. I share a long border. My family has known the Kinsella's for three plus generations. We have never had a border dispute. They have helped us with countless projects and even plowed us out in blizzards when regular snow moving equipment would not do.

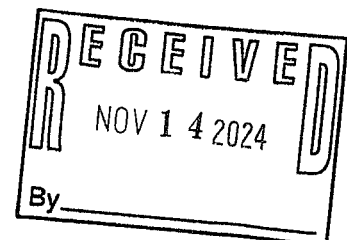
Anything we have asked of them they have responded to that day or the next. They have been very good neighbors one Kinsella after another.

During construction season the quarry can be a busy place. Local highway departments and multiple small businesses rely on the quarry for almost every building, landscaping, road or drainage challenge. Keeping the quarry local saves the town and contractors money and time. It also keeps the control, jobs and profits local instead of the hands of a giant multinational aggregate supplier with no local interests.

The quarry does make noise during operation. Generally it's not more than other ambient noise at my location. State Route 5 provides the most. Some of the new plane landing patterns have changed some of the local noise profile also. The quarry slows way down midafternoon and is mostly closed on the weekends. We have never had a family event affected by the noise. No guest has ever mentioned it. Please note I'm not saying there isn't any noise just that what there is we don't notice much day to day and not at all evenings and weekends. The winter poses no issues as things slow down. Kinsella's run well maintained equipment and hires safe drivers, not so with everybody. The very controlled access also adds to site safety.

I support keeping stone available in the town, keeping the costs down for everyone in the town. Responsible design and management are vital for these projects. If the town approves T.H. Kinsella Inc. has a long history of serving us well.

Thank you Jim Bender
 8114 East Genesee St.
 Fayetteville N.Y. 13066



DEWITT FISH AND GAME CLUB

WOODCHUCK HILL ROAD

DEWITT, NY 13214

Town of Manlius
Town Clerks Office

NOV 14 2024
Received and Filed

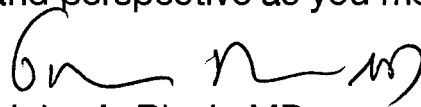
I am writing on behalf of the Dewitt Fish and Game Club, a local not-for-profit organization dedicated to providing firearms safety training, youth training and supporting the careful use and practice of the shooting sports in our local community. We wish to express our support for the zone change that will allow for proposed expansion of the T. H. Kinsella, Inc's existing Fayetteville quarry facilities as well as its proposed Mycenae location.

T. H. Kinsella, Inc. has been a vital supporter of our efforts for many years, providing materials, donations and labor for the upkeep and improvement of our facilities. An expansion would not only enhance the availability of materials locally, but also encourage their future support which is crucial to the proper use and safety of firearms management, at a time when firearms safety is paramount to the community.

Additionally, with the current road construction and highway expansion in and around the Manlius /Syracuse area, this quarry expansion will allow for necessary construction materials, and is of paramount importance to all of the citizens living in our area.

T. H. Kinsella Inc., has always strived to be a good neighbor to the community at large. I lived in Manlius for nearly 20 years, as has most of our membership. We recognize the importance of responsible environmental practices and appreciate the Board's commitment to balancing growth with community well-being. We believe that with careful planning, this expansion can benefit both the local economy and our community initiatives.

Thank you for considering our opinion and perspective as you move forward with this important decision.



John A. Riccio MD

President Dewitt Fish and Game Club

George Aspinall
Aspinall's Tree Nursery & Landscaping, LLC
8797 State Rte 5
Chittenango, NY 13037
aspinalls@aspinallstree.com
November 15, 2024

Dear Members of the Town Board,

TH Kinsella has been a cornerstone of developing our nursery and landscape business over the last 40 years, providing necessary construction materials for both our nursery and landscape projects, as well as a place to properly dispose of hardfill from projects. The proximity of their centralized location and operations has been pivotal in providing quality projects at competitive pricing for both our business, other local businesses and the surrounding communities.

We have several properties connected and adjacent to the proposed new quarry and understand the concerns raised, but also realize the necessity of the provided products and services to be attainable at a reasonable distance to not only our projects but also projects pertaining to the local villages and communities.

TH Kinsella has been a pillar of the community for years, providing services and donations to numerous projects including those at Clear Path for Veterans, Immaculate Conception grounds and cemetery, as well as Fayetteville Cemetery. They are an integral part of the community providing vital goods and services.

Sincerely,

George Aspinall
Aspinall's Tree Nursery & Landscaping

Carrie Greveling

From: Terry Stauffer <jbsccinc@gmail.com>
Sent: Friday, November 15, 2024 8:00 AM
To: Town Board
Cc: thkinsellainc@gmail.com
Subject: Fayetteville Quarry Zone Change

Dear Manlius Town board members,

I am the second generation owner of J.B. Stauffer Construction Co. Inc. in Manlius. We provide construction services to commercial and residential customers as well as The Town of Manlius highway dept. We have been in business since 1977 and have worked closely with T.H. Kinsella Inc. ever since on many projects. I was born and raised in this community and strongly support the existing Fayetteville quarry expansion along with the Mycenae site. With this zone change we will be able to continue to provide quality work at cheaper price rather than traveling longer distances to other crushed stone sources. There is a much needed natural resource in this area and I feel we should make every effort to take advantage of it. When this resource is gone the cost of building whether it be future generation housing or commercial buildings, the cost will increase dramatically. We will be buying crushed stone from Pennsylvania.

I would appreciate the Board's utmost consideration in approving this zone change.

The Kinsella family and business has been an integral part of this community whether it is related to building sports fields or the Labor day storm back in 1998.

Thank you for your time on this matter and hope you enjoy the upcoming holidays.

Sincerely,

Terry Stauffer

J.B. Stauffer Construction Co. Inc.



Virus-free www.avast.com

Edward and Hillary Gearity
290 Salt Spring St
Fayetteville New York 13066
Etgear62@gmail.com
1/6/2025
Town of Manlius

To whom it may concern Town of Manlius board,
I hope this letter finds you well. I am writing to express my thoughts regarding the proposed expansion of Kinsellas Quarry in the Town of Manlius. As a resident of our wonderful community, I have observed the positive impact that Kinsellas Quarry has had not only on our local economy but also on the overall landscape of our shared neighborhood.

Over the years, Kinsellas has proven to be a commendable neighbor, consistently demonstrating a commitment to excellence in their operations. Their dedication to providing high-quality earthly products has greatly benefited both local contractors and homeowners alike. The materials supplied by Kinsellas are essential for various projects, ranging from landscaping to construction, and their positive reputation in the industry speaks volumes about their reliability and service.

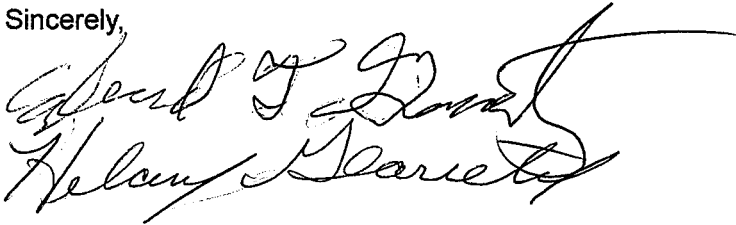
Moreover, the Kinsella family's active involvement in community initiatives and events has only strengthened the ties between their business and our town. Whether it's through sponsorships, donations, or simply fostering relationships with local businesses, their contributions to the community have been invaluable. I believe that the proposed expansion will not only enhance their ability to provide these much-needed products but will also create new opportunities for local employment and further investment in our town.

While I understand that there may be concerns regarding the environmental impacts of the expansion, I trust that the Kinsellas will continue to uphold their commitment to responsible practices. They have historically demonstrated an understanding of the importance of maintaining the delicate balance between business growth and environmental stewardship.

In closing, I strongly support the expansion of Kinsellas Quarry in the Town of Manlius. As a beneficial presence in our community, their growth will undoubtedly lead to further advantages for residents and businesses alike. I encourage the Town Council to consider the positive ramifications of this project as part of the decision-making process.

Thank you for your attention to this matter. I look forward to seeing our community flourish with the responsible growth of Kinsellas Quarry.

Sincerely,

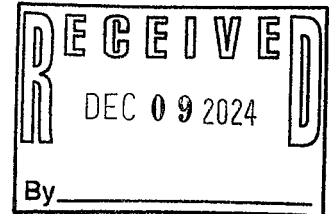
The block contains two handwritten signatures in black ink. The first signature is 'Edward G. Gearity' and the second is 'Hillary Gearity'. Both are written in a cursive, flowing style.

315-247-0199

James O. Marshall, DVM
8122 East Genesee Street
Fayetteville, New York 13066

December 5, 2024

Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066



Dear Members of the Town Board,

I am Dr. Jim Marshall, and I am known by my friends and neighbors as "Doc Marshall." You may remember me from addressing your board a few months ago. As a resident of the Town of Manlius for the last 63 years, I want to express my strong support for the proposed zone changes at the Route 5 Quarry and the land owned in Mycenae, NY by the Kinsella Family.

I have known four generations of the Kinsella family. They are intelligent, hard-working people, the kind of family we need to keep here in the Town of Manlius. They employ 45 workers and do a lot for their neighbors and not-for-profits in our town and Central New York.

We are blessed in the Town of Manlius to have lots of high-quality stone in the hills of our town. This high-quality stone is used in our roads with concrete to make it stronger. All of the roads we drive on are 95% high quality stone. Even the foundations under your homes have Kinsella Stone in them. We all need this special stone in our lives, and it exists right here in the Town of Manlius, and the Kinsella's know how to mine it.

The Kinsella's have reached an impasse. They need a zone change by the board: Restricted Agriculture to Natural Resources Removal. Without this change, the Kinsella's will be forced to leave the Town of Manlius to find a source of high-quality stone that we already have here in the Town of Manlius. This could take them as far as Vermont or even Canada. Their departure would be a tragic loss to the Town of Manlius.

Tom Kinsella told me that if they could get a zone change to the land that they own, then there would be enough stone to last 100 years. That would be great for the town and the Kinsella's to be here another 100 years. I'm 91 years old so I hope I live

long enough to see them have that future! Wouldn't it be great if young Jack Kinsella could come home and join the Kinsella family with a future.

Let me tell you about myself and all I know about the Kinsella's. In 1961, I purchased an acre of land near the Kinsella Route 5 Quarry from George Bender for 5 thousand dollars; I bought this location to create the Fayetteville Veterinary Hospital. I thought that was a lot of money, but it turned out to be a fantastic investment. My wife Ruthie and our 4 children lived next to the hospital for 19 years until building another house behind the hospital in 1980. We live close to the Kinsella Quarry. How close? In my prime, which was 60 years ago, if I hit a driver and 4 iron, my golf ball would be in the Kinsella Quarry. For those of you that know golf, you know that's pretty close.

My wife Ruthie died May 31, 2023 but in the 63 years we lived here, we never had a complaint about noise or dust from the Quarry. Ruthie died in this house, and I will die in this house. I now live in this 5-bedroom house next to the Kinsella Quarry – just myself and my cat, “Rita.” I love living here - right next to the Kinsella Quarry.

Mr. Duffy, who does the assessments of houses, assessed my house the same as any house in our town. Houses next to the Quarry have the same value as any house in our town.

The Veterinary Hospital has gone up in value. I sold it to Dr. Ed Chapman in 2012 for half a million dollars. He sold it 10 years later to Dr. Bunnell for 1 million dollars. Since it now graces 3 million, Dr. Burnett can sell it at his retirement for at least 2 million. Real estate next to the Quarry does not go down in value.

I have known 4 generations of Kinsella's. When I first came to my location in 1961, I met T.H. Kinsella for the 1st generation of Kinsella's. He told me that his son, young Tom, wanted to buy a stone ^{crusher} crusher and look what happened after that.

I know third generation Tom Kinsella the best, who is the boss of everyone. He has also been the president of a foundation I love in North Chittenango for 20 years. My daughter, Jennifer, is friends with his sister, Wendy, and guess what – Wendy is a federal judge and has her own court in the federal building in Downtown Syracuse.

So you see, they are an impressive family living right here in the Town of Manlius. Don't you think we should keep them here?

Now let me tell you how the Kinsella's treat their neighbors, others in our town, and Central New York:

1. I have a long stone driveway and every 3 years it needs help. The Kinsella's come down with a large truck of their best stone and spread it perfectly, creating a new driveway for me and there is always no charge.
2. In the blizzard of 1966 when we had 5 feet of snow, without calling them, a big loader came down and plowed me out so I could get my van out to the farmers to treat their sick animals. Once again, they did so at no charge.
3. Every Christmas, I get invited to a terrific party where (for free) I eat more food and drink more booze than anyone should consume.
4. In about 2005, George Bender gave me a heartfelt maple tree that I wanted for my front yard. Down came John Kinsella with a big loader, scooped the tree up and it still stands there beautifully today. All at no charge!

Now I'll list all the Not-for-profits they have helped (No charge!):

- FM Little League
- FM Youth Lacrosse
- FM pop warner
- Local high school sports
- When our high school needed a new turf field, the Kinsella's donated \$100,000 to make that happen
- Arise
- Camp Evergreen (former Camp Iroquois)
- The 1st Tee
- Casey's Place
- FM – A Better Chance Program
- Fayetteville Cemetery
- Clear Path for Veterans
- Jim Marshall Farm Foundation

The Kinsella Family Also:

- Pays over \$150,000 in Municipal Taxes
- Employs 45+ people – pays \$175,000 in payroll taxes
- Supports many other civic organizations

The board will hear from lots of people who think living next to the Quarry is so terrible:

- "The noise and dust will be terrible"
- "My property value will go down"
- "I just don't like it"

Have them call Doc Marshall who has lived next to the Kinsella Quarry for 63 years:
315-720-0780.

Now the Town of Manlius Board Members have a decision to make: Is it yes or no?

I think it will be a yes!

Sincerely,

Doc Marshall

From: [Deb Tooker](#)
To: [PlanningBoard](#); [Town Board](#)
Subject: Kinsella Zone change application for quarry expansion
Date: Tuesday, February 25, 2025 6:19:10 PM

Dear Board members,

I attended by Zoom last night's Planning Board meeting with the above item on the agenda.
I have some comments and questions about the application for a Zone change which I list below.

1. It was difficult to tell from the Zone Change application exactly where the new area for mining would be. The maps were not clear.
2. Now that a new, clearer map has been uploaded, is there any requirement to notify people living within a certain radius of the proposed Zoning change to mining? I would think that all the neighbors would want to know. I know that Changing Seasons is aware but what about the others?
3. Regarding Changing Seasons, the Town should have access to that agreement (December 2024) in order to have proper knowledge to make a decision about a Zoning change. What were the issues/problems?
4. It was mentioned in the meeting that there was a report which included any past complaints about the quarry. Where can that report be accessed?
5. How does any approval of the Zone change relate to the Town's Comprehensive Plan?
6. In the Zone Application, D.2 Project Operations, section g on page 6, I was surprised that no air emissions permits were needed. Section i lists the air pollutants.
7. In section E.2. "Natural Resources On or Near Project Site", section m on wildlife, I am wondering how the predominant wildlife was determined. Were trail cameras set up? There certainly are other wildlife (such as deer and turkeys) that use that area. Also in section n, how was it determined that there was no "natural community"?

Thank you for your consideration of my comments.

Yours truly,

Deborah Tooker



J.Ryan McMahon, II
COUNTY EXECUTIVE

Onondaga County Planning Board

RESOLUTION OF THE ONONDAGA COUNTY PLANNING BOARD

Meeting Date: March 19, 2025

OCPB Case # Z-25-74

- WHEREAS, the Onondaga County Planning Board, pursuant to General Municipal Law, Section 239 l, m and n, has considered and reviewed the referral for a ZONE CHANGE from the Town of Manlius Town Board at the request of Thomas Kinsella for the property located Salt Springs Road; and
- WHEREAS, General Municipal Law Section 239-m allows the County Planning Board to review the adoption or amendment of a zoning ordinance or local law and the site is located within 500 feet of Salt Springs Road (Route 132), a county highway; and
- WHEREAS, the applicant is requesting a zone change for 11.8 acres on portions of three parcels to change from Restricted Agricultural (RA) to Natural Resource Removal (NRRD) zoning district to allow for an expansion of gravel mining operations; and
- WHEREAS, the site is comprised of three parcels on the western side of an existing mining operation located between NYS Route 5 and Salt Springs Road in the Town of Manlius, east of the Village of Fayetteville; the area is characterized by large vacant wooded parcels with low-density residential along roadways and residential neighborhoods to the west; and
- WHEREAS, per aerial imagery from May 2024, the mining operation is set away from the road and is accessed via internal roads to Townsend Road and NYS Route 5; the mining operation appears to be a large, exposed area crossed with a network of internal roads and a surface water feature located in the northern portion of the mine; and
- WHEREAS, per the local application, the applicant is seeking a zone change for the subject three parcels from Restricted Agricultural to Natural Resource Removal (NRRD) to “continue the excavation and quarrying of stone to provide needed quality construction aggregate materials for road building, infrastructure projects and construction project in the Town, County and surrounding areas”; and
- WHEREAS, per the Town zoning code, the NRRD zoning designation allows quarrying, excavation and removal of topsoil, sand, gravel and other earthen materials “subject to the requirements and conditions herein”; per the Town Zoning Map dated 2016, the main three parcels comprising the mine operation are already zoned NRRD; per the Town Code, any “excavation or the removal of trees, rock or topsoil” in NRRD must be preceded by a written permit from the Town Board and an engineering opinion with conditions where the Town Board may waive the requirement of an engineering opinion; and
- WHEREAS, per the Environmental Assessment Form (EAF) dated 2/3/25, the project will result in the removal of 450,000 cubic yards of material from the site, stating “limestone bedrock will be excavated, processed, and sold to market” and “excavated material will be crushed and sized using industry standard equipment, consistent with current approvals for the site”; and

WHEREAS, it is noted in the EAF that the current and proposed activity involves heavy equipment, delivery vehicles, emissions from processing equipment (to be processed as is currently), and “fuel exhaust, fugitive dust, consistent with currently approved operations”; it is not clear from the referral materials what practices/actions are used currently or are proposed to prevent the proposed expansion of mining activity from disturbing the adjacent residential neighborhood to the northwest; and

WHEREAS, per the Environmental Assessment Form (EAF) dated 2/3/25, 11.8 acres of the site will be disturbed by the proposed project; per GIS mapping, the three parcels comprising the site total approximately 74 acres; per the EAF, stormwater within the expansion area will be managed internally through conveyance to the existing on-site pond system;

ADVISORY NOTE: Any project that cumulatively disturbs one acre or more of land must be covered under the NYS SPDES Permit; the municipality is advised to ensure that the applicant has obtained the appropriate permits from the NYS Department of Environmental Conservation prior to municipal approval; and

WHEREAS, per the referral notice, there is no existing drinking water or wastewater services to the site and no changes to the current infrastructure are proposed; and

WHEREAS, GIS mapping shows the northern portion of the existing mining site, consistent with the existing surface water feature, and a small area at the center of the site may contain federal wetlands; the presence of wetlands is not indicated in the referral materials;

ADVISORY NOTE: The applicant is advised to conduct a formal wetland delineation to determine the presence and location of any federal wetlands on the site; any delineated wetlands must be confirmed by the U.S. Army Corps of Engineers and shown on the plans for the site; the applicant is also advised to obtain any necessary permits from the Corps for any proposed development or placement of fill in a federal wetland, or drainage of federal wetlands on site; and

WHEREAS, the site may contain the Northern long-eared bat, or its associated habitat, which has been listed by the state or federal government as a threatened or endangered animal species (per EAF Mapper); impacts to bat species are often associated with tree clearing and from aerial imagery it appears that some significant wooded areas on site might be removed;

ADVISORY NOTE: Per the NYS Department of Environmental Conservation (DEC), if the site contains a threatened or endangered species and/or associated habitat, and the project requires review under the State Environmental Quality Review Act (SEQRA), a request for a project screening should be submitted to the New York Natural Heritage Program or to the regional DEC Division of Environmental Permits office; and

WHEREAS, the site is located near the Residence which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places; and

NOW THEREFORE BE IT RESOLVED, that the Onondaga County Planning Board has determined that said referral will have no significant adverse inter-community or county-wide implications. The Board has offered the following COMMENT(S) in regards to the above referral:

1. Given proximity of residential land uses, the Board encourages the Town to conduct a thorough review of the potential environmental impacts of the zone change and the proposed expansion of mining operations, including the reduction in forest land, noise, traffic, and air quality impacts to surrounding properties.
2. The Town should ensure adequate avoidance or mitigation is identified prior to, or as a condition of, zone change approval.

A handwritten signature in black ink, appearing to read 'M. E. Voss', with a stylized flourish at the end.

Martin E. Voss, Chairman
Onondaga County Planning Board

GML 239 Report of Final Action

NYS GML § 239-m.6. and n.6. require the referring body to file a report of the final action it has taken on a referred matter with the county planning agency within 30 days after the final action (separate from the minutes taken at the meeting). A referring body which acts contrary to a County Planning Board recommendation of MODIFICATION or DISAPPROVAL of a referred matter shall also set forth the reasons for the contrary action in such report.

This section to be completed by the Syracuse-Onondaga County Planning Agency

To: Onondaga County Planning Board **From:** Town of Manlius Town Board

Fax: 435-2439 **Phone:** 435-2611

Re: Applicant: Thomas Kinsella
Address: Salt Springs Road
Referral Type: ZONE CHANGE
OCPB Date: March 19, 2025
OCPB Action: No Position With Comment
OCPB Case #: Z-25-74

The local board took the following action regarding the above referenced referral (Check one box. If checking Other, please specify the final action taken. Use the space at the bottom of the report to identify reasons if acting contrary to the OCPB recommendation.):

- ☐ Approved the proposed action with regard to the OCPB's No Position or No Position with Comment.
- ☐ Approved the proposed action as modified by the OCPB.
- ☐ Approved the proposed action contrary to some of the modifications recommended by the OCPB.*
- ☐ Approved the proposed action contrary to all of the modifications recommended by the OCPB.*
- ☐ Approved the proposed action contrary to the disapproval recommended by the OCPB.*

- ☐ Disapproved the proposed action with regard to the OCPB's no position or no position with comment.
- ☐ Disapproved the proposed action with regard to the recommended modification(s) by the OCPB.
- ☐ Disapproved the proposed action as recommended and for reasons set forth by the OCPB.
- ☐ Disapproved the proposed action as recommended but for reasons other than those set forth by the OCPB. (Please list reasons below for local disapproval.)

- ☐ Other _____

Local Board Date: _____

*List reasons for acting contrary to the OCPB recommendation and include a copy of the local board resolution. Attach additional reasons on a separate sheet of paper as necessary.

IN THE MATTER

Of

**LOCAL LAW 2025-___ THE APPLICATION RESOLUTION ENACTING
OF FOR A CHANGE OF ZONE
FROM RESTRICTED AGRICULTURAL (R- LOCAL LAW
A) TO NATURAL RESOURCE RENEWAL
DISTRICT (NRRD)**

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, Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom and the Town Facebook page on the day of April 2025, 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
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, an application has been made to the Town Board by T.H. Kinsella, Inc., Owner (the “Applicants”) for approval of a zone change of cert from Restricted Agricultural (R-A) to Natural Resource Renewal District (NRRD); Tax map numbers: 097.-01-03.1; 097.-

03.2; 097.-01-03.3; which property consists of approximately 11.809 acres of vacant land and further described in the Local Law set forth below (the “Property”);

WHEREAS, the Town Board is considering this zone change under Local Law 2025-____, as set forth below:

**LOCAL LAW 2025-____, 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 portions the following tax map numbers from Residential (R-A) to Natural Resource Removal District (NRRD) : Tax map numbers: 097.-01-03.1; 097.-03.2; 097.-01-03.3; which property consists of approximately 11.809 acres of vacant land and further described as follows:

Legal description to be inserted

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

WHEREAS, the Town Board held a public hearing on March 26, 2025 at which time the public had an opportunity to speak for and/or against the Local Law;

WHEREAS, the Town of Manlius Planning Board, by motion made March 10, 2025 sent a positive recommendation to the Town Board for the zone change with the further following recommendations: 1. Recommendation that the Town Board consider the recommendations of the Quarry Study group that was part of the Comprehensive Plan study, when and if the Town Board issues a quarry permit for the areas rezoned; 2. That the Town Board consider adding to the Quarry Commission a resident that lives along the south side of parcel; 3. Per the Quarry Study Group, the Town Board should immediately start considering quarry reclamation for this area.

WHEREAS, on March 26, 2025, the Town Board declared itself the Lead Agency for the zone change and reviewed Part 2 of the Full Environmental Assessment Form (FEAF) and determined that the zone change would not have a significant environmental impact because: (i) the zoning is consistent with other uses in and near the Property; (ii) the zone change would potentially permit the quarry use(s) already undertaken by the Applicants on the adjacent property and bring the zoning of the property consistent with the adjacent quarry use; and (iii) the proposed further use of the site as a quarry use would require further review and approval by the Town Board for a separate Natural Resource Renewal Permit,

WHEREAS, this Board has reviewed the Onondaga County Planning Board referral dated March 19, 2025 which determined that the referral will have no significant adverse inter-community or county-wide implications,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, makes the following FINDINGS and DETERMINATIONS:

1. The portions of the tax parcels which are sought to be re-zoned, are consistent with the character of the directly adjacent and neighboring properties which are either owned by the Applicant and undeveloped; or are directly adjacent to current mining operations, which exist under a Natural Resource Renewal Permit;

2. After the zone change, the Town Board must review the criterion necessary for the issuance of a Natural Resource Renewal Permit, prior to any quarrying activities being permitted on the site;
3. The lands of neighbors near the Property and potentially affected by the rezoning of the property, certain protections from mining operations due to private covenants and agreements entered into with the neighbors, and further as set forth in the current Natural Resource and Removal Permit and potentially any further Natural Resource and Removal Permit.

And be it further

RESOLVED, that based on the FINDINGS and DETERMINATIONS set forth above, the Town Board hereby approves Local Law 2025- as set forth in this Resolution; and be it

FURTHER RESOLVED that the Town Clerk is hereby ordered to file Local Law 2025- with the Secretary of State within 20 days of its adoption by the Town Board.

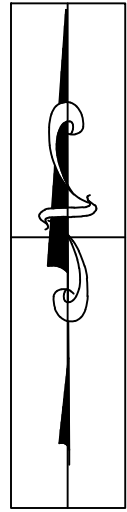
I, Carrie Greveling , Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the _____ day of April 2025; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this ____ th day of _____, 2025.

DATED: April ____, 2025
Fayetteville, New York

Carrie Greveling
Town Clerk of the Town of Manlius
Onondaga County, New York



PROPOSED NRRD AMENDMENT
T H KINSELLA INC
FAYETTEVILLE QUARRY
TOWN OF MANLIUS ONONDAGA CO., NY



19 British American Blvd., Latham, New York 12110
P: (518) 782-0882 F: (518) 782-0973 www.jmt.com

DATE: 02/26/2025	SCALE: 1"=400'	DWG. NO. 07235005	PLATE 1 OF 1
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ADVERTISEMENT FOR BIDS

TOWN OF MANLIUS

ON-CALL SERVICES

for

Utility, Drainage, and Emergency Repair Services

The Town of Manlius will receive sealed bids for On-Call Utility, Drainage, and Emergency Repair Services.

The Town of Manlius is seeking to have a qualified construction contractor for on-call emergency and repair services. These contractors may be needed to support the utility and drainage systems throughout the Town.

Bids shall be enclosed in a sealed envelope, plainly marked with the title of the project "***Town of Manlius On-Call Services***" and name and address of the Bidder on the outside. No Bid will be considered unless filed on or before the time and at the place designated in the "Advertisement for Bids." Bids received after the time set for the opening will be returned to Bidders unopened. When sent by mail, preferably registered, the sealed Bid, marked as above, should be enclosed in an additional envelope similarly marked and addressed to:

**Town of Manlius
301 Brooklea Dr.
Manlius, NY 13066.**

Proposals will be accepted until **March 14, 2025 at 10:00 a.m.**

The Town of Manlius invites qualified contractors to submit proposals for on-call Utility, Drainage, and Emergency Repair Services. The Town is requesting a contractor to complete routine and emergency on-call services (both routine and emergency). Interested firms are invited to submit their responses in conformance with the criteria outlined below in the RFP. Work shall comply with New York State Department of Health and Department of Environmental Conservation, New York State Department of Transportation, and Town of Manlius standards. The purpose of this Request for Proposal (RFP) is to identify a firm to provide on-call services for 3 years.

A copy of the RFP can be obtained from the Town's website at: www.townofmanlius.org or by calling the Town Clerk at 315-637-3521.

Any Addenda to this RFP document, including written answers to questions, will be posted on the Town of Manlius website, at least two (2) days prior to the proposal due date. Addenda and updates will **NOT** be sent directly to vendors. Questions may be addressed to Jason Ebbs, Town Engineer at: Jebbs@LaBellapc.com or (585) 295-6627

The Town of Manlius reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to negotiate and accept any proposal that it deems to be in the best interest of the Town.

REQUEST FOR PROPOSAL FOR ON-CALL SERVICES

INTRODUCTION AND SCOPE OF SERVICES:

The Town of Manlius is requesting proposals for On-Call Utility, Drainage and Emergency Services. The Town will select a qualified Contractor who can provide a quick response, quality end product, and a high level of customer service performance in all work efforts. The Contractor will be expected to work with the Town's staff professionally. The services are to be provided on an as-needed and request basis over a 3-year period.

The Town intends to select a qualified Contractor who is interested in performing such work and to establish in advance the rate of compensation for such services. The Task Order Contract for the selected Contractor is attached as an appendix included with this proposal package.

The contractor will be selected based on compensation rate and qualifications. The Town reserves the right, however, to consider responsiveness and past performance in determining which Contractor will be selected to perform work as needed on a Task Order Contract (provided as an appendix in the full request for proposals). The Town will proceed down the roster as necessary to meet the needs of the Town.

By seeking proposals from Contractors, the Town does not imply that it will utilize the Contractor's services any guaranteed number of times over the course of the contract.

BACKGROUND

The Town of Manlius is responsible for the maintenance and upkeep of storm sewers, catch basins, and storm manhole structures located along the roads within the Town's jurisdiction.

SCOPE OF WORK

The scope of work consists of both routine and emergency services, as needed.

Routine work may include:

- Replacing existing storm sewers
- Replacing existing storm catch basins & manholes
- Repairing storm retention & metering basins.
- Additional work necessary for completion such as dewatering, traffic control, bypass pumping and other associated work.

Routine activities occur during the typical business hours (7:00am-3:00pm). Work required during these hours shall commence after Town staff approve a contractor's quote.

Emergency work examples include:

Work required during significant rainfall events, to address issues such as collapsed or broken pipes, severe blockages, and the stabilization of eroded areas or sinkholes. Generally, this encompasses any routine maintenance tasks that become critical and necessitate repair within a 24-hour period.

At times, the Town may require only excavation or other specific services to support Town employees in the execution of their work. The Town will identify routine and emergency services required for each incident.

Attached Form of Contract:

All work will be performed in accordance with the terms of the enclosed form Contract for Emergency and Repair Services. The attached Contract shall be executed for each individual project. The bid information submitted by the Contractor in terms of pricing will be inserted into each individual contract along with the scope of work for each new project.

GENERAL INSTRUCTIONS:

A. Submission:

Submit two copies of Contractor's Company's Proposal in 8-1/2" x 11" format. Proposal shall include all required information and a fully completed Fee Proposal Form.

B. Questions:

Written questions pertaining to all issues associated with this RFP shall be directed in writing via e-mail by **March 7, 2025,**

Jason Ebbs JEbbs@labellpc.com

If any person contemplating submission of a proposal finds discrepancies in or omissions from or is in doubt as to the meaning of any part of the RFP Documents, they may request an interpretation thereof prior to the Deadline for Submission of Questions. Any interpretations or corrections released by Addendum shall be binding. Addenda to this proposal document, if any, including written answers to questions, will be posted on the Town of Manlius website under the project heading. Addenda will not be provided directly to Service Companies. Each Contractor shall ascertain prior to submitting their Proposal that he/she has received all Addenda issued.

C. Submittal Requirements:

Contractor shall include the following items in the Company's Proposal:

1 Qualifications:

On company letterhead state the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Briefly describe the history of the firm and the types of services provided. Identify areas of technical and skilled trade expertise which make the firm qualified for this work. Provide contact information.

2 Employees:

Identify the individuals or classes of employees that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the type of work anticipated.

Resumes or qualifications (maximum of one page per individual) may be submitted in this section. Qualifications and capabilities of any sub-consultants must also be included.

3 Proposed Work Plan:

Provide a written summary of your general approach to responding to Town requests for work. The summary should include availability to perform task-based work, time needed to mobilize, turn-around time to prepare fee estimates for individual tasks, and ability to perform on-call emergency work, if needed. As part of this section of the proposal, Contractor should identify the amount of time needed to visit a proposed work site after being notified by the Town, time needed to prepare a proposal, and after acceptance of proposal by the Town, the time needed to mobilize and begin work.

4 Relevant Experience:

- Provide the details of the Contractor's last five relevant projects and past performance of the contractor and its team members on comparable work. This item should cover, at a minimum, the substantive nature of comparable projects.
- Provide sufficient information about their experiences to permit the Town to understand and verify the exact nature of the contributions made by the Contractor to the projects listed.
- Provide at least 2 examples of work performed in collaboration with Town & Municipality work crews. Provide the names and contact information for the Towns.

5 Fee proposals:

In addition to the qualification proposal as discussed above, complete fee proposal form as provided as Appendix A at the end of this invitation.

The rates listed in Appendix A will remain valid for one year from the date of the agreement. Before the start of each calendar year, the contractor and the Town will negotiate and agree upon an escalation factor for the hourly rates. Proposals will be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing. The Town will supply the necessary materials for repairs. However, in cases where the Contractor provides the materials, the Contractor shall be entitled to a 10% markup on material costs. If the contractor needs to rent additional equipment to complete the work the contractor shall be entitled to a 15% markup on the cost of renting. Back-up documentation for renting and material costs shall be provided with the final invoices. The Town may also decide to complete tasks on a Time and Materials basis using the fee schedule included as part of the Contractor's proposal.

D. Selection Criteria:

The contractor's bid package will be selected according to the following criteria:

- 1 Professional Qualifications, Team and Experience
- 2 Project Approach as Demonstrated by Proposed Work Plan
- 3 Fee proposal

E. Reservation of Rights:

By submitting a proposal, the Contractor authorizes the Town to undertake such Investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The Town of Manlius reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to negotiate or accept any proposal that it may deem to be in the best interest of the Town.

APPENDIX A

Fee Proposal Sheet On – Call Services

The proposing party hereby offers to provide the Town of Manlius's Water and Sewer Division with emergency and repair services, on an on-call basis, as detailed by the RFP for the following prices:

ITEM	units	Rate/Cost
Base Crew - Normal working hours	per hour	\$1,250.00
Base Crew - Outside normal working hours	per hour	\$1,800.00
Base Crew – Overtime	per hour	\$1,800.00
Additional Laborer - Normal working hours	per hour	\$115.00
Additional Laborer- Outside normal working hours	per hour	\$175.00
Additional Laborer – Overtime	per hour	\$175.00
Additional Operator – Normal working hours	per hour	\$155.00
Additional Operator – Outside normal working hours	per hour	\$235.00
Additional Operator – Overtime	per hour	\$235.00
Trucking Granular Materials (To be picked up by contracted vender and billed to Town)	per hour	\$200.00

*Base Crew = 1 Foreman, 1 Truck Driver, 1 Operator, 2 Laborers, Vehicles and Equipment necessary to complete the scope of work indicated above including but not limited to excavators, backhoe, compaction equipment, dump truck, etc.

*Normal Working Hours = 7:00 am to 3:00 pm (Monday – Friday)

*Overtime = For projects expected to last more than one work week, overtime is defined as any hours worked beyond 40 in a single work week. For projects expected to be completed in less than a week, overtime is defined as any hours worked beyond 8 in a single day. Overtime hours must be approved by the Town prior to the being completed.

*Outside of Normal Working Hours = The intent of this item is for hours worked for non-routine emergency services outside of normal working hours. For all routine services, the normal working hours and overtime rates are to be used.

APPENDIX B

CONTRACT FOR EMERGENCY AND REPAIR SERVICES

THIS AGREEMENT is made as of this _____ day of _____ 2025, by and between the Town of Manlius, New York with a principal place of business at 301 Brooklea Dr, Manlius, New York 13066 (hereinafter "Owner") and _____, with a principal place of business at _____ ("Contractor").

ARTICLE I - WORK - The Contractor shall perform all Work as specified in the attached Scope of Work and Schedule dated _____ and attached as Exhibit A. The Contractor shall provide, at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Work.

ARTICLE II - CONTRACT TIME - The work will commence immediately and be completed as described in the Scope of Work and Schedule.

ARTICLE III - ENGINEER - The Town Engineer or an authorized representative will act as engineer in connection with completion of the Work.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the Work in accordance with the following:

Check appropriate box:

- ☐ The rates in the Fee Proposal Sheet submitted by Contractor as part of Appendix A
- ☐ The agreed upon prices set forth in Exhibit B.

ARTICLE V - PAYMENT & RETAINAGE – Payment shall be made as

follows: Check the appropriate box:

- ☐ Subject to any additions and deductions allowed for in this Contract, Owner shall make a lump sum payment upon Owner's final inspection and acceptance of the Work, settlement of all claims and receipt of all close-out documentation.
- ☐ Subject to any additions and deductions allowed for in this Contract, the Contractor shall submit invoices monthly for that portion of the Work completed.

Upon Contractor's completion of all Work, Owner shall make final payment upon Owner's final inspection and acceptance of the Work, settlement of all claims and receipt of all close-out documentation.

Owner shall make payment to Contractor within 45 days if all conditions for payment as set forth above have been met.

ARTICLE VI – SPECIAL CONDITIONS – If there are any special conditions for this Work they shall be listed in Exhibit C. Special Conditions may without limitation include: limitations on times of work; coordination with Town forces or other contractors; and shop drawing requirements.

ARTICLE VII – BOND REQUIREMENTS – Any Work totaling over **thirty-five thousand dollars (\$35,000.00)** requires Contractor to obtain a payment bond (also known as a Labor & Material bond) to secure payment to subcontractors and material suppliers. The amount of the bond shall be equal to the amount of the Work.

ARTICLE VIII - LIQUIDATED DAMAGES – Unless otherwise set forth in an Exhibit D, in event the Contractor fails to successfully complete the work within the specified contract time the Owner may assess the Contractor liquidated damages in the amount of **one hundred dollars (\$100.00)** for each calendar day beyond the specified completion date. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VIII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. This Contract
- B. Contractor's Bond (if any)
- C. Non-Collusive Bidding Certificate
- D. Execution of the Work
- E. General Requirements, Control of Work, Temporary Facilities, Measurement and Payment
- F. Insurance Requirements
- G. Temporary Facilities
- H. Measurement and Payment
- I. Maintenance Bond
- J. Any modifications, including change orders, duly delivered after execution of this Agreement

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the Work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI – PERMITS – The Town will secure all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS:

- A) Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B) Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C) The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D) The laws of the State of New York shall govern this Contract without reference to the conflict of law principles thereof.
- E) Venue for any dispute shall be Onondaga County Supreme Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this
AGREEMENT the day and year first above written.

CONTRACTOR:

BY: _____

TITLE: _____

TOWN OF MANLIUS, NY

BY: _____

Robert Cushing, Highway Superintendent

8.1 – NON-COLLUSIVE BIDDING CERTIFICATE:

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

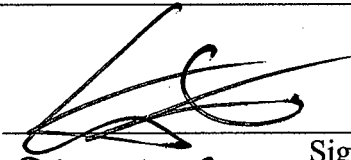
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The bidder herein has carefully examined the annexed form of the contract and contract documents.
5. The bidder has not violated the provisions of Section 103-d of General Municipal Law.

STATE OF New York

COUNTY OF Onondaga

CITY OF Warrens

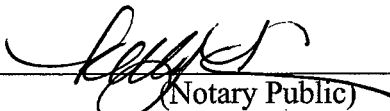
SS


Nicholas Casinella

Signature of Bidder

6642 Herman Road, Warrens, NY 13164
Business Address of Bidder

Sworn to and subscribed before me this 14th day of March, 20 25.


(Notary Public)

Kelly L. Tompkins
01T04958352
Notary Public State of New York
Qualified in Cayuga County
My commission expires November 6, 2025

8.2 - EXECUTION OF WORK:

- A) The selective repairs and/or maintenance approach should be performed using a “find it/fix it” approach that consists of five primary steps:
1. Meet/Speak with Town staff to discuss the proposed work
 2. Conduct a site walk to evaluate field conditions
 3. Create Dig Safe Ticket, if not done by Town forces
 4. Prepare an itemized cost estimate for proposed work, if routine
 5. Prepare and execute a task order for proposed work
- B) Services are to include provision of all labor, equipment, tools, and materials necessary to complete the work. If necessary, the Town may supply repair materials at its discretion.
- C) Workmanship and Materials:
1. All equipment, materials, and labor offered and utilized, and all workmanship shall comply with all current codes, standards, regulations, and statutes pertaining to the works of this nature. All necessary federal, state, and local permits and licenses required for the safe completion of the work shall be obtained and kept available at the work site for inspection.
 2. All materials required for this work shall be of the latest proven technology new and in original containers, with preference to town acceptable materials.
 3. Equipment offered and utilized must be in good mechanical condition and not require excessive maintenance, repair, or create excessive down time that jeopardizes the Contractor’s ability to complete the work.
 4. All work shall be accomplished in an expeditious manner by professionals trained for such work.
- D) Regulations:
1. The Contractor will comply with all applicable Federal and State labor, compensation, and employer liability insurance for all their employees engaged in the work on the job site.

E) Invoicing and Payments:

1. Contractor shall invoice the Town within 30 days of a completed service. The Contractor shall include material costs within the cost estimate and task order, unless otherwise negotiated with the Town. An invoice showing costs of materials with a bill of sale attached must be supplied.

The Town shall make payment within 45 days of receipt of invoice. Invoices should be submitted to:

Town of Manlius Town
Engineer
Attn: Robert Cushing
301 Brooklea Dr,
Manlius, NY 13066

Payment shall be within 45 days of receipt and approval of invoice.

- F) **Driver and Operator License:** All drivers and/or equipment operators must be properly licensed and experienced. The Contractor is responsible for updating driver and operator information as necessary. The Town reserves the right to verify this information at any time before contract award or any time throughout the duration of the contract. Any Contractor who fails to supply photocopies of the operator licenses if requested will be subject to disqualification.
- G) **Confined Space:** Certain aspects of work performed under this contract may involve the entry into manholes, tanks, trenches, etc.; which are defined as confined spaces by OSHA requirements which detailed in the Combined Federal Register 1910.146. The Contractor is advised to become familiar with all aspects and requirements of this OSHA policy in order for the Contractor to protect his employees and all others involved from the dangers that maybe associated with the limited access and hazardous responsibility to become familiar with and institute the various permitting, sampling, and other associated safety requirements for confined space entry.
- B. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property; and hazardous conditions shall be guarded against or eliminated.

8.3 - GENERAL REQUIREMENTS:

A) Incidental Work: Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

1. General clean up;
2. Signs & barricades;
3. Mobilization/Demobilization;
4. Restoration of property;
5. Cooperation with other contractors, abutters and utilities;
6. Clearing, grubbing and stripping;
7. Steel and/or wood sheeting as required;
8. Accessories, fasteners and/or components required to make items complete and functional;
9. Final clean-up, the Contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the Work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

B) Alteration of plans or of character of work:

1. The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the Work as may be necessary or desirable to complete fully and acceptably the proposed Work; provided that such alterations do not increase or decrease the Contract Price.

C) Change Orders:

1. The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of Work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

CONTROL OF WORK

AUTHORITY OF ENGINEER:

- A) All work shall be done under supervision and the satisfaction of the Town Engineer or the Town designee. The Town Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- B) The Town Engineer will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- C) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Town Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES:

- A) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.
- B) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- C) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.
- D) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

- E) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the historic & natural features of the site.

MAINTENANCE DURING CONSTRUCTION

- A) The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

SAFETY PRECAUTIONS

- A) Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

- A) Maintenance and protection of traffic must comply with the New York State Department of Transportation "Manual of Uniform Traffic Control Devices", Section 619 of the current NYSDOT standard specifications.
- B) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.
- C) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and animals or any other cause due to lack of adequate controlling devices.
- D) The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless agreed to in writing otherwise.

8.4 - INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by themselves or by anyone directly or indirectly employed by them. Insurance shall be provided by a licensed carrier with a best rating A-XV or better. General aggregate applies per location or project.

AMOUNT OF INSURANCE:

- A) Comprehensive General Liability:
 - Occurrence - \$1,000,000
 - Person & Adverse Injury - \$1,000,000
 - General Aggregate - \$2,000,000
 - Products & Completed Operations - \$2,000,000
- B) Automobile and Truck Liability:
 - Occurrence - \$1,000,000
- C) Umbrella Liability Insurance:
 - Occurrence - \$5,000,000
- D) Owner's Protective Liability Insurance:
 - Bodily Injury or Property Damage - \$2,000,000
 - Per occurrence and general aggregate
- E) Statutory Workers Comp
 - Employers Liability - \$500,000
- F) Builders Risk
 - Builders Risk - \$100,000
- G) Contractors Pollution
 - Each Claim, - \$2,000,000
 - General Aggregate - \$4,000,000

Coverage requirements can be met with excess policies.

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New York.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED:

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Manlius, New York as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Town of Manlius's general supervision of the contractor.
- 3) Town of Manlius shall be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Manlius
5970 Clemons Road,
East Syracuse, NY 13066

8.5 - TEMPORARY FACILITIES

STORAGE FACILITIES:

- A) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in a location approved by the Owner.
- B) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.
- C) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

8.6 - MEASUREMENT AND PAYMENT

SCOPE OF PAYMENT:

- A) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all Work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the Work or the prosecution thereof.
- B) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.
- C) No monies payable under the contract, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for

labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part.

FINAL ACCEPTANCE:

- A) Upon due notice from the Contractor of presumptive completion of the entire project, the Owner and Town Engineer, or Highway Superintendent, will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection and the Owner or Town Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- B) If, however, the Town Engineer's inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Town Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

ACCEPTANCE AND FINAL PAYMENT:

- A) When the project/repair has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.
- B) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.
- C) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

GENERAL GUARANTY AND WARRANTY OF TITLE:

- A) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therein. The Owner will give notice of defective materials and work with reasonable promptness.
- B) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier.

The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by them to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

- C) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

NO WAIVER OF LEGAL RIGHTS:

- A) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.
- B) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

8.7 - MAINTENANCE BOND

- A) At the Owner's election, a maintenance bond may be substituted for retainage at the completion of the project. If the Owner permits a maintenance bond, it shall be in the amount of Twenty Percent (20%) of the contract price with a corporate surety approved by the Owner. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

CONTRACTOR'S AFFIDAVIT

STATE OF NEW YORK

COUNTY OF Onondaga

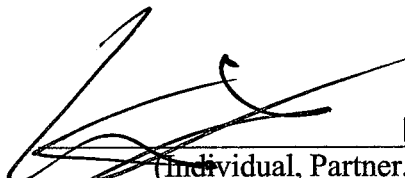
Before me, the undersigned, a Notary Public
(Notary Public)

in and for said County and State personally appeared, Nicholas Casinella
(Individual, Partner, or duly authorized representative of Corporate)

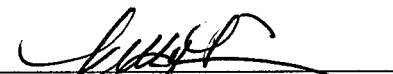
who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between the Town of Manlius, NY and Casinella Excavating, LLC.
(Contractor) of

6602 Herman Road, Warners, NY 13164
(Contractor's Address)

Dated: 03/14/2025


Nicholas Casinella
(Individual, Partner, or duly authorized representative of Corporate Contractor)
President
Title

Sworn to and subscribed before me this 14th day of March 2025.


Notary Public

Kelly L. Tompkins
01T04958352
Notary Public State of New York
Qualified in Cayuga County
My commission expires November 6, 2025

CONTRACTOR'S RELEASE

KNOW ALL BY THESE PRESENTS that

I, _____ {insert name}, in my
capacity as _____ {insert title}
of _____ {insert name of Contractor}

agree that upon receipt of the sum of \$ _____ from the TOWN OF
MANLIUS NEW YORK as final and completed payment for the construction of:
_____ {insert name of project}

do hereby on behalf of _____ {name of Contractor} and its successors and
assigns release, quit-claim and forever discharge the Town of Manlius, New York, its successors and
assigns, of and from all claims and demands arising from or in connection with the construction of the
above-referenced project and the contract dated _____. All claims and demands shall
include without limitation all actions, causes, suits, debts, dues, duties, sums of money, accounts,
reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, damages and
judgments whatsoever in law or equity against the Town of Manlius, New York which Contractor ever
had, now has or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the
beginning of record time to the date of these presents.

IN WITNESS WHEREOF,

Witness

Contractor

Signature

Signature

Print Name

Print Name

Date: _____



Casinella Excavating LLC.
6602 Herman Road
Warners, NY 13164
315-638-7402

March 7, 2025

Town of Manlius
301 Brooklea Dr.
Manlius, NY 13066

RE: Town of Manlius On-Call Services

Casinella Excavating is pleased to present the following proposal and qualifications for your consideration.

1. Qualifications:

Full Name and Address: Casinella Excavating LLC.
6602 Herman Road
Warners, NY 13164

Contact: Nicholas Casinella
Email nick@casinellaex.com
Office (315)638-7402
Cell (315)558-3146

History: Casinella Excavating is a horizontal infrastructure and heavy highway construction company serving the Central New York area. Nicholas Casinella began the company in 2021 after his extensive years of experience in the industry.

Our 11,000-sf facility is located on an 8+ acre site in Warners, NY. This allows for onsite storage of aggregates, materials, and equipment to serve emergency after-hour calls. We have a full repair shop at our location with mechanics on staff to maintain our fleet.

Area of Expertise: Our primary focus is serving our municipal clients. Services include water main, sanitary sewer, storm sewer repairs and installation, directional drilling and boring, hydro excavation, milling, asphalt paving etc. We are fully staffed with highly experienced employees and a full fleet of dump trucks, service trucks and equipment.

2. Employees:

We employ approximately 25-30 individuals. All reside locally and are dispatched directly from our facility. This allows for fast, efficient response time for emergency repairs. They are trained to identify, pinpoint, contain, repair and restore the project.

Our foremen, equipment operators, laborers and truck drivers have decades of experience in the industry. Training such as OSHA 10-hour, Certified Excavator Program and DEC Erosion Sediment Control training encourages a safe work environment. The experience of our key personnel is summarized below.

Owner/President

Nick Casinella

Years of Experience: 17

Supervised multiple crews for projects ranging from \$1m to \$25m.

Has the technical knowledge to perform large scale municipal water, sewer and sitework projects.

Successfully supervised the completion of major infrastructure projects within Onondaga County.

Developed a streamlined process to bring projects in on time and under budget.

Daily coordination with design engineers and management team.

Safety coordination for deep trench excavating and massive by-pass pumping and dewatering operations.

Project Manager

Tanner DeWolf

Years of Experience: 14

Worked as a civil designer for several engineering firms and OCWA.

Project Manager for the last 4 years, previously with the Syracuse Regional Airport Authority.

Much of his experience is with large scale municipal infrastructure projects and clients.

Foreman

Brett Keane

Years of Experience: 28

Brett has worked on the OCWA contract for over 17 years and regularly works with other municipalities on multimillion dollar projects.

Throughout his career, he has installed countless miles of water, sewer, and storm mains, making him one of the most experienced in the industry.

Foreman

Seth Walburger

Years of Experience: 14

Seth has been a foreman for Casinella since its inception.

His former experience as an employee of OCWA and DE Tarolli has allowed him to gain a vast knowledge of municipal systems and their operations.

He has spent years in the field installing high quality multimillion dollar infrastructure projects.

This experience has made him one of our most efficient foremen.

Foreman

Scott Kincaid

Years of Experience: 25

Scott focused most of his time in the construction industry with commercial paving and restoration.

His extensive experience is key to our company as he runs our asphalt and restoration crew to achieve the project goals.

Over the years, he has worked on hundreds of similar projects and continues to be an asset to our team.

3. Proposed Work Plan:

We have a municipal client base that relies on us for 24/7 emergency call response. We are set up to respond and mobilize within hours of being notified of an emergency repair.

Factors such as locally based employees that can be dispatched immediately, a large fleet trucks and equipment along with an inventory of aggregates and other materials allow for immediate repairs even if it is after hours.

Your project is our top priority, and we will stay onsite until it is complete. We have the support equipment required to work through the night if necessary.

For non-emergency work, the proposal will be submitted within 24 hours depending on the size of the project. Once it is accepted by the Town, we will schedule and begin the work once the UDIG NY has cleared. Most of this work can be scheduled within one week of the request being made.

4. Relevant Experience:

- **2025 Onondaga County Water Authority Construction and Maintenance of Water Facilities Contract**
Contact: Stephen Drake 315-455-7061
\$4m + (in progress)
Install new water main, services, directional drilling, boring, pavement restoration, etc.
Emergency on-call services
- **2025 Town of Salina Sanitary Sewer Repair Contract**
Contact: Jason Hoy 315-635-3009
In Progress
Sanitary sewer repairs
Emergency on-call services
- **2025 Town of Salina Storm Sewer Repair Contract**
In Progress
Storm sewer repairs
Emergency on-call services
- **2024 Onondaga County Water Authority Construction and Maintenance of Water Facilities Contract**
Contact: Stephen Drake 315-455-7061
\$5,948,661
Installed 32,534 LF water main, installed 242 new services, directional drilling, boring, pavement restoration, etc. including on-call services for emergency water main breaks
- **2024 Town of Clay Water Department**
Contact: Frank Mazzye 315-559-5255
\$391,005
Responded to approximately 40 emergency water main break calls in 2024
Emergency on-call services

- **Onondaga County General Excavation Contract**
 Contact: Mark Schaub 315-435-3205
 2024 to present
 Labor, equipment and trucking for various excavations
 Emergency on-call services

Other Municipal Clients:

- | | |
|--|--|
| - Village of Baldwinsville | Emergency repair water main; Sewer repairs |
| - Town of Camillus | Emergency sewer repair; Sanitary sewer repair |
| - Village of Camillus | Emergency sewer repair |
| - Cayuga County | Water main repair |
| - Town of Cicero | Culvert repair |
| - Town of Geddes | Storm sewer installation |
| - Town of Lysander | Storm sewer installation |
| - Town of Marcellus | Milling |
| - Village of Marcellus | Drainage improvements and paving |
| - Village of Minoa | Replace gear reduction valve at WWTP |
| - Village of Solvay | Sanitary sewer repair |
| - Village of North Syracuse | Storm and water main repair |
| - North Syracuse Central School District | Emergency water main repair |
| - Onondaga County Parks & Rec | HDD of electrical conduit |
| - Onondaga County WEP | Various emergency water main and sewer repairs |
| - Onondaga County DOT | Emergency water main repair |
| - OCRRA | Drainage improvements and paving |
| - Syracuse Regional Airport Authority | Drainage improvements |
| - Town of Van Buren | Drainage improvements and water main repair |

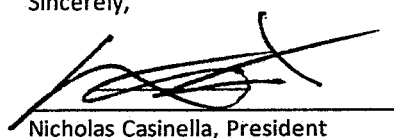
The projects above exemplify our readiness and preparedness to accomplish work of this nature.

Conclusion:

Casinella Excavating is uniquely qualified and experienced to navigate contracts of this structure. We have worked to procure the means and have systems in place to successfully accomplish this type of work in all weather conditions and unique situations. We are confident we can provide an efficient and quality response to the needs of the Town as we have for other municipalities.

We appreciate the opportunity to bid on this contract. Thank you for your consideration and we look forward to the prospect of working with you.

Sincerely,



Nicholas Casinella, President

SA2238

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: Prime Contract Tabulation 2/18/2025 (Site, GC, HVAC, & Electrical) 3/18/2025 (Plumbing & Fire Protection)		JOB NO.: 2238-A PROJECT: Town of Manlius Highway Garage Additions & Renovations CONTRACTS: All	
PRIME CONTRACTORS:	CONTACTS	BASE BID	ALTERNATE GC-1 (INSULATED METAL PANELS)	
Sitework: Lindsley Excavating LLC	92 Town Line Road Fulton, New York 13069 Victor Beecher, President (315) 593-8448	\$583,404		
General Construction: Upstate Companies I, LLC	1690 State Highway 8 Mount Upton, New York 13809 Laura Pegg, Project Coordinator (607) 867-4025	\$2,492,000	\$150,000 (not accepted)	
Fire Protection: R.H. Fire, LLC	2610 South Salina Street, Suite 21 Syracuse, New York 13205 Rajahn Hasbin, President (315) 807-4018 ra@rhfirellc.com	\$162,000		
Plumbing: Postler & Jaeckle Corp	615 South Ave. Rochester, NY 14620 George Woons (585) 546-7450	\$229,875		
HVAC: Airside Technology Corp.	6399 E. Molloy Road East Syracuse, New York 13057 Steve Perry, President (315) 451-3297	\$548,900		
Electrical: Fisk Electric, LLC	1423 N. Salina Street Syracuse, New York 13208 Kevin Fisk, President (315) 402-0291 (315) 430-5851	\$351,800		
TOTALS		\$4,367,979	\$0	

Sitework Bid Tabulation:

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 2/18/2025	JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: Sitework		
SITEWORK BIDDERS	BASE BID	Receipt of Addenda 1 - 2	5% Bid Security	Unit Prices
Lindsley Excavating LLC	\$583,404	√	√	L-1 \$ 25.00 /CY
				L-2 \$ 25.00 /CY
				L-3 \$ 115.00 /SY
				L-4 \$ 145.00 /SF
Davis Wallbridge	\$629,000	√	√	L-1 \$ 200.00 /CY
				L-2 \$ 300.00 /CY
				L-3 \$ 120.00 /SY
				L-4 \$ 30.00 /SF
J.k. Tobin	\$706,350	√	√	L-1 \$ 88.00 /CY
				L-2 \$ 132.30 /CY
				L-3 \$ 67.00 /SY
				L-4 \$ 42.90 /SF
Shawn Malone Excavaing	\$707,400	√	√	L-1 \$ 90.00 /CY
				L-2 \$ 120.00 /CY
				L-3 \$ 130.00 /SY
				L-4 \$ 12.00 /SF
Lan Co	\$774,095	√	√	L-1 \$ 80.00 /CY
				L-2 \$ 80.00 /CY
				L-3 \$ 89.00 /SY
				L-4 \$ 20.00 /SF

General Construction Bid Tabulation: Base Bid and Alternate

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 2/18/2025 JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: General Constructon				
GENERAL CONSTRUCTION BIDDERS	BASE BID	ALTERNATES	Receipt of Addenda 1 - 2	5% Bid Security	NOTES
		ALT. # GC-1			
		Insulated Metal Panels			
Upstate Companies I, LLC	\$2,492,000	\$ 150,000	√	√	
M.E.I.D. LLC	\$2,951,665	\$ 217,195	√	√	
C & S Design Build	\$3,092,000	\$ 210,000	√	√	

Fire Protection Bid Tabulation:

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 3/18/2025 JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: Fire Protection			
FIRE PROTECTION BIDDERS	BASE BID	Receipt of Addenda 1 - 4	5% Bid Security	NOTES
R.H. Fire, LLC	\$162,000	√	√	

Plumbing Bid Tabulation:

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 3/18/2025 JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: Plumbing			
PLUMBING BIDDERS	BASE BID	Receipt of Addenda 1 - 4	5% Bid Security	NOTES
Postler & Jaeckle Corp	\$229,875	√	√	
Burns Bros Contractors	\$282,750	√	√	

HVAC Bid Tabulation:

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 2/18/2025		JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: HVAC	
HVAC BIDDERS	BASE BID	Receipt of Addenda 1 - 2	5% Bid Security	NOTES
Airside Technology Corporation	\$548,900	√	√	
Crosby-Brownlie, Inc	\$654,300	√	√	

Electrical Bid Tabulation:

SCHOPFER ARCHITECTS LLP 1111 James Street Syracuse, NY 13203	BID DATE: 2/18/2025		JOB NO.: 2238-A PROJECT: Town of Manlius Highway Department Garage Add & Rev CONTRACT: Electrical	
ELECTRICAL BIDDERS	BASE BID	Receipt of Addenda 1 - 2	5% Bid Security	NOTES
Fisk Electric, LLC	\$351,800	√	√	
M.E.I.D. LLC	\$385,000	√	√	
J.W. Didado Electric	\$435,565	√	√	
Knapp Electric	\$464,464	√	√	
Diekow Electric, Inc.	\$484,000	√	√	
Patricia Electric	\$629,000	√	√	

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security; - SEE ATTACHED
- B. List of Proposed Subcontractors; - NOT APPLICABLE
- C. List of Proposed Suppliers; - SEE SUBMITTAL
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; - SEE ATTACHED
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and - NOT APPLICABLE
- F. Required Bidder Qualification Statement with supporting data. - SEE ATTACHED

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Lump Sum Price

Lump Sum Bid Price:	FOUR HUNDRED ELEVEN THOUSAND	\$ 411, 880.00
	EIGHT HUNDRED EIGHTY U.S. DOLLARS	

ARTICLE 4—BASIS OF BID—COST-PLUS FEE

4.01 Not Used

ARTICLE 5—PRICE-PLUS-TIME BID

5.01 Not Used

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **200** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **230** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ADDENDUM NO. 1	FEBRUARY 27, 2025

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

EFI-SOLUTIONS, INC.

By: Michael English (typed or printed name of organization)

(individual's signature)

Name: MICHAEL ENGLISH

(typed or printed)

Title: EXECUTIVE VICE PRESIDENT, OWNER

(typed or printed)

Date: 3/11/25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Maximiliane M. Roberts

(individual's signature)

Name: MAXIMILIANE M. ROBERTS

(typed or printed)

Title: SALES COORDINATOR

(typed or printed)

Date: 3/11/25

(typed or printed)

Address for giving notices:

POST OFFICE BOX 723, CENTRALIA, IL 62801

Bidder's Contact:

Name: MICHAEL ENGLISH

(typed or printed)

Title: EXECUTIVE VICE PRESIDENT, OWNER

(typed or printed)

Phone: 618-545-3656

Email: MENGLISH@EFI-SOLUTIONS.COM

Address:

POST OFFICE BOX 723

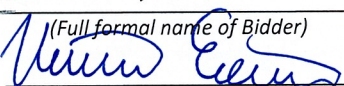
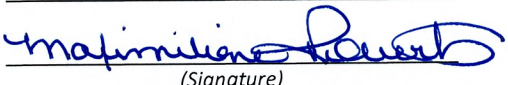
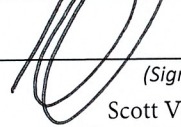
CENTRALIA, IL 62801

Bidder's Contractor License No.: (if applicable) N/A

SKYRIDGE WATER SUPPLY DISTRICT
2025 INFRASTRUCTURE IMPROVEMENTS PROJECT
CONTRACT NO. 2 - BOOSTER PUMP STATION

BASE BID ITEMS			
CONTRACT NO. 2 - BOOSTER PUMP STATION			
ITEM NO.	ITEM DESCRIPTION	TOTAL COST (IN WORDS)	TOTAL COST (IN \$)
1	Manufactured Water Booster Pump Station	FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED AND EIGHTY US DOLLARS	\$411,880.00
TOTAL BASE BID PRICE			\$411,880.00

BID BOND (PENAL SUM FORM)

Bidder Name: Engineered Fluid, Inc DBA EFI-Solutions Inc. Address <i>(principal place of business)</i> : PO Box 723; 1221 North Elm Centralia, IL 62801	Surety Name: Travelers Casualty and Surety Company of America Address <i>(principal place of business)</i> : One Tower Square, Hartford, CT 06183
Owner Name: Town of Manlius Address <i>(principal place of business)</i> : 301 Brooklea Drive Fayetteville, NY 13066	Bid Project <i>(name and location)</i> : Skyridge Water Supply District 2025 Infrastructure Improvements Project Contract No. 2 – Booster Pump Station Horseshoe Lane Chittenango, NY 13037 Bid Due Date:
Bond Penal Sum: 5% Date of Bond: 03/14/2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder EFI-SOLUTIONS, INC.	Surety Travelers Casualty and Surety Company of America
By: <u></u> (Full formal name of Bidder) (Signature)	By: <u></u> (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney)
Name: <u>MICHAEL ENGLISH</u> (Printed or typed)	Name: <u>Chelsea Eilers</u> (Printed or typed)
Title: <u>EXECUTIVE VICE PRESIDENT, OWNER</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>MAXIMILIANE ROBERTS</u> (Printed or typed)	Name: <u>Scott Voellinger</u> (Printed or typed)
Title: <u>SALES COORDINATOR</u>	Title: <u>Agent/Managing Director</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

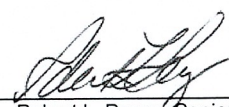
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Chelsea Eilers** of **BELLEVILLE, Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

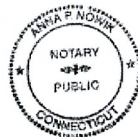
City of Hartford ss.

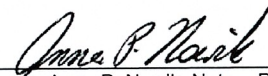
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

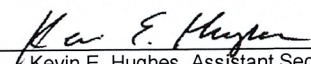
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **03** day of **March**, **2023**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Department of State

Division of Corporations

Entity Assumed Name History

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: ENGINEERED FLUID, INC.

DOS ID: 4675427

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: FOREIGN BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 1304 BCL - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 12/04/2014

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 12/04/2014

INACTIVE DATE:

FOREIGN FORMATION DATE: 03/02/1965

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 12/31/2026

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Search

File Date	Assumed Name	Assumed Name ID	Status	Principal Location
12/28/2018	EFI-SOLUTIONS	509854	Active	

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AgenciesApp DirectoryCountiesEventsProgramsServices

PRESENT COMMITMENTS

EFI-SOLUTIONS, INC.

	Apr-25
9539801	SULLIVAN CO., NY
9539802	SULLIVAN CO., NY
9553901	ANGIER, NC
9345301	SAINT CHARLES, MO
9558301	GRAND TRAVERSE, MI
9476401	BULGER, PA
9553801	PAINTSVILLE, KY
9516201	SCIENCE HILL, KY
9425301	AVON LAKE, OH
9571701	MADISON CO., MO
	May-25
9554001	STROUDBURG, PA
9550101	TRUMBULL CO., OH
9560201	EVANSVILLE, IN
9518601	LONDON, ON
9538701	HOT SPRINGS AR
9501101	LAWRENCE CO., OH
9539501	CLERMONT CO., OH
9537001	BARRIE ON, CAN
9569201	EAGLE MTN. UT
	Jun-25
9507101	WELD CO. CO
9548001	WHITESTOWN, IN
9538801	BELLEVUE, NE
9560401	BUFFALO, WY
9511001	SOUTH SHORE, KY
9511002	SOUTH SHORE, KY
9487701	VILLAGE OF DOWNS IL
9487702	VILLAGE OF DOWNS IL
9487703	VILLAGE OF DOWNS IL
9546801	MUSKINGUM CO., OH

	Jul-25
9563801	LEWIS CO., WV
9563802	LEWIS CO., WV
9563803	LEWIS CO., WV
9556901	MANSON, IA
9556701	NEW LENOX, IL
9551801	DELAWARE CO., OH
9552701	BERWICK DIST., PA
9557501	NEW CARLISLE, IN
9557502	NEW CARLISLE, IN
9558901	ROLLA, MO
	Aug-25
9473902	BERKELEY CO, WV
9508002	CENTRALIA, IL
9508003	CENTRALIA, IL
9508004	CENTRALIA, IL
9508005	CENTRALIA, IL
9508001	CENTRALIA, IL
9547601	IRVING, NY
9547602	IRVING, NY
9557101	INDEPENDENCE, MO
9557102	INDEPENDENCE, MO
9557103	INDEPENDENCE, MO
9564501	SAMPSON CO, NC
9561601	BELLEVILLE, IL
9561001	OKEECHOBEE, FL
9565401	GREENBRIER CO., WV
9554701	SYRACUSE, NY
	Sep-26
9473903	BERKELEY CO, WV
9546501	ST. LUCIE, FL
9541301	MARATHON, FL
9527301	SALINA, OK
9527302	SALINA, OK
9519301	RIVERSIDE CO., CA
9519302	RIVERSIDE CO., CA
9545401	ASHTABULA CO., OH
9551601	PIGEON FORGE TN
	Oct-25

9520401	LAKE CO, IL
9537901	DU QUOIN, IL
9537902	DU QUOIN, IL
9533001	BULLITT CO., KY
9558101	MILLER, SD
9558102	MILLER, SD
9558103	MILLER, SD
9560701	NEW ALBANY, IN
	Nov-25
9559801	KINGWOOD, WV
9559802	KINGWOOD, WV
9545101	EWING INA, IL
9545102	EWING INA, IL
9545103	EWING INA, IL
9545104	EWING INA, IL
9545105	EWING INA, IL
9567201	DELAWARE CO., OH
9351201	LEWISTOWN, IL
9351202	LEWISTOWN, IL
9568101	COLTON, CA
9555001	CLAY CO., WV
9557801	CHATTANOOGA, TN
9556601	SAINT GEORGE, SC
9466501	LAWRENCE, KS
9528901	DELAWARE CO., OH
	Dec-25
9546401	ORANGEBURG, SC
9501301	ELBRIDGE, NY
9501302	ELBRIDGE, NY
9501303	ELBRIDGE, NY
9501304	ELBRIDGE, NY
9543801	ORLEANS, IA
9519501	BALLANTRAE ON, CAN



August 7, 2024

To Whom It May Concern

Re: Engineered Fluid, Inc. d/b/a EFI Solutions, Inc. Financial Condition

We are the independent Certified Public Accountants engaged to perform and issue an audit of the financial statements of Engineered Fluid, Inc. d/b/a EFI Solutions, Inc. (the "Company") for the year ended November 30, 2023. We have previously audited financial statements for the year ended in November 30, 2022 and prior years. The company is closely held and does not provide financial statements; management has asked us to provide select Company financial information to assist in understanding the Company's financial position. In connection therewith we affirmatively state:

- The audited financial statements for all years received a "clean" unmodified opinion. The independent auditors' report affirmatively stated that the Engineered Fluid, Inc. financial statements presented fairly, in all material respects, its financial position and results of operations and cash flows in conformity with accounting principles generally accepted in the United States of America.
- The audited Company income statement reflects a profit. Total sales exceeded \$49 million for the year ended November 30, 2023.
- The audited balance sheet of the Company for the most recent audited year reflected a substantial equity balance.
- The Company has a positive relationship with a national bank with which it has a substantial line of credit available.
- The Company is in compliance with all bank debt covenants through the date of the most recent interim financial statements.
- No material lawsuits or other contingent items were noted as of the most recent audited year-end.
- The Company's current gross profit margins are consistent with or higher than its historical averages and remain within industry norms.
- The Company's 2024 budget reflects a profit and projected sales are expected to be nearly \$50 million.

This report is issued solely for the information of, and assistance to, the addressee of this report and is not to be quoted or referred to in any other document. Under the terms of our engagement we have no obligation to update this letter because of events or transactions occurring subsequent to the date of this letter.

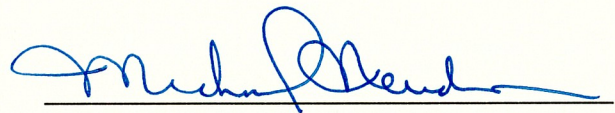
Yours truly,

A handwritten signature in cursive script that reads "Schmersahl Treloar & Co.".

SCHMERSAHL TRELOAR & CO.

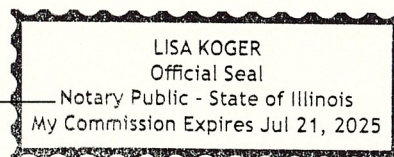
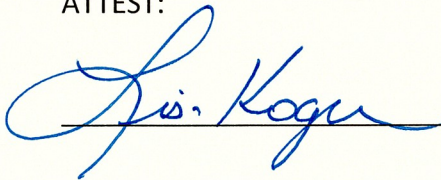
CERTIFICATE OF AUTHORIZATION

I, Michael Neudecker, President of EFI-Solutions, a corporation organized under the laws of the State of Delaware, do hereby certify that Michael English, as Vice President of said corporation, is authorized to sign contract documents and act on behalf of Engineered Fluid, Inc. and all its subsidiaries including Applied Hydro Sales and Engineered Solutions Midwest, Inc.



Michael Neudecker, President
Engineered Fluid, Inc.

ATTEST:





Engineered Fluid, Inc. is now operating under the d.b.a. of

P.O. 723

1311 N. Maple St

Centralia, IL 62801

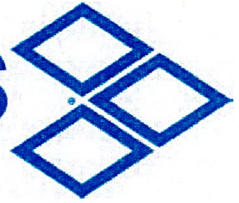
(618) 533 1351

info@engineeredfluid.com

www.engineeredfluid.com

EFI-SOLUTIONS

efi-solutions.com



**Serving All Industries
That Can Benefit From
Intelligent Designed,
Mechanical and Electrical
Packages.**

Quality Assurance

**EFI Created And
Maintains The Standard
For Quality Products For
Customers Across The
Board.**

**Upwards 150 People
Invested In EFI's
Continued Growth...**

MADE IN AMERICA



Profile: Engineered Fluid Inc. (EFI) is a privately held, solely employee-owned company headquartered in Centralia, Illinois. EFI specializes in design, manufacture, service and support of custom, packaged equipment for various utility industries including Municipal, Industrial, Electrical, Mining, Power Generation, etc... Serving all industries that can benefit from intelligent designed, Mechanical & Electrical Packages.

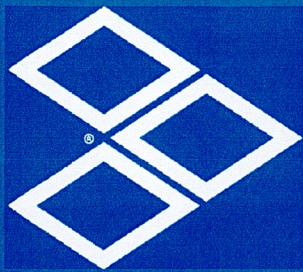
Innovator: In EFI's early days the main focus was on the Potable Water Industry, where EFI is the leader and innovator in providing quality to packaged equipment. EFI has made numerous improvements to industry standards to provide its customers with the best solution for their need. Some of these features/methods seem small but they serve a significant function.

Single Source Responsibility – No more vendors pointing their fingers at each other. No matter the component included in the package equipment, there is just one call.

Polyurea Coating – Applied on steel floors and steel doors. This product is far superior to the epoxy typically used. For moisture insensitive applications, this coating contains a strong chemical resistance that protects various substrates against moisture.

UL Electrical Panels – EFI was the first in the industry with a UL shop.

Designing Factory-Built Quality Equipment Since 1964



**If Time Is An
Issue...**

**EFI Is the
Solution**



LEADER/INNOVATOR

Fusion Bonded Interior Steel Pipe Coating – This baked-on product outperforms the standard two-part epoxy.

Lap Joint Steel Vault Construction – While this joint is as strong as "T" weld, the use of the Lap Joint is all about corrosion protection, by keeping the weld above the floor of the capsule.

Welded, Steel Supports – Are more sturdy and have less movement than the industry standard clamp bracing.

EPC & Motor Pads – Cushion the vibration of motors and lessen the torque on the pipeline.

Pressure Gauges – Secured on steel plate, off the pipeline for accurate reading and subsequent proper operation.

Working Area – EFI's designs always include necessary ample working area.

BACKGROUND

EFI was founded in 1964 by Jack Goodspeed when a customer had a need for packaged equipment. Jack met that customer's need and EFI continues the tradition today. The corporation is headquartered in Centralia, Illinois, where it was originated. A second manufacturing site was added to accommodate EFI's increased product line.

EFI started in the Potable Water industry providing custom valve stations, meter stations, and pump stations. Since its conception, EFI has added:

- Telemetry and Controls
- Process Equipment Stations
- Modular Buildings
- Multi-Unit Stations
- Design/Build
- Electrical Enclosures
- Off-Campus Rapid Response Centers
- Water Distribution & Other for the Mining Equipment

EFI-SOLUTIONS 
efi-solutions.com

CERTIFICATIONS

B 31.1

UL 508

ETL

NEC

State Building Codes Certifications

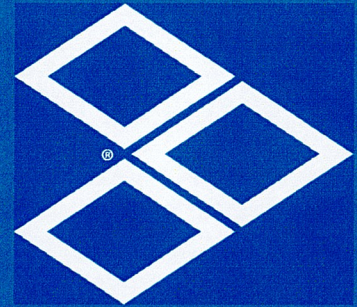
MSHA

OSHA

CSA Certified

ANSI/AWS

ASME



RESOURCES

Design – EFI's design team of roughly 25 personnel consists of Mechanical, Civil, Electrical, Nuclear Engineers, Designers and Drafters. EFI includes comprehensive submittals and Operational & Maintenance Manuals.

Manufacturing – EFI employs about 100 production employees fully trained in their trade. With two manufacturing locations in Centralia, EFI has 151,000 square feet under roof. Production areas include:

UL Panel Lab

Electric Panel Shop

Fusion Bonding Shop

3 Paint Bays

Welder Areas

Phosphate Wash Bay

Welding Shop

Building Shop

Telemetry & Controls Shop

8 Fabrication Bays

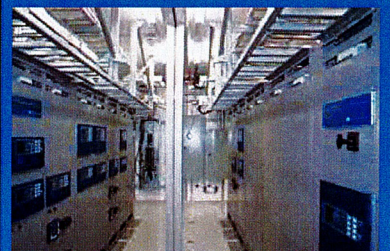
Tank Build Shop

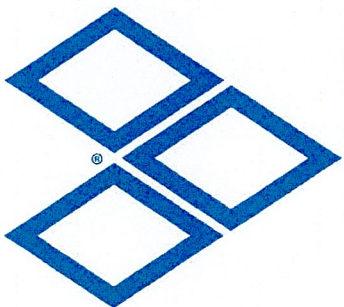
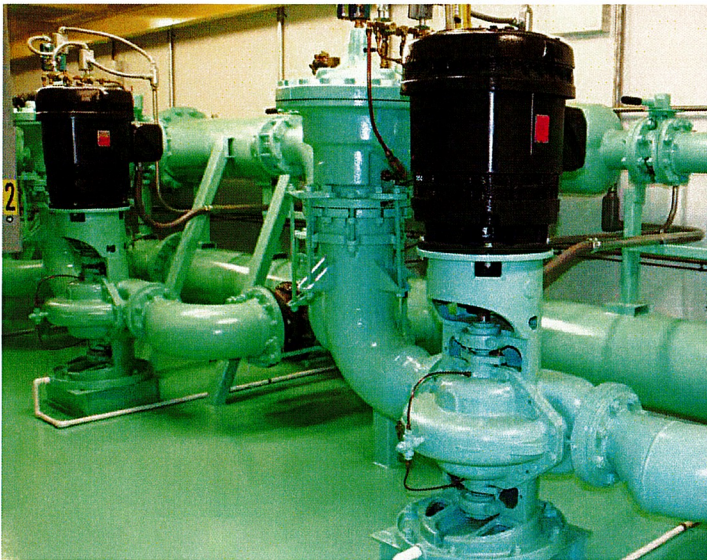
Sand Blast Shop

Delivery – 97% of EFI's equipment is delivered by EFI personnel. This means the responsibility of the equipment remains with EFI through transport. Installing Contractors have readily available to them, at the job site, a knowledgeable person who has seen hundreds of installations.

Site Project Managers – Where site work is part of EFI's scope, EFI will assign a dedicated Project Manager.

Start-up Services/Warranty/Service/Maintenance – Over a dozen Service Personnel are based in various locations across the U.S. with more locations to come.







REFERENCE LIST

SHELBY TOWNSHIP, MI-WSBPS

EFI JOB #94721

OWNER: CHARTER TOWNSHIP OF SHELBY
52700 VAN DYKE ROAD
SHELBY TOWNSHIP, MI 48316
MR. DAVE MILLER
CONTACT: (586)731-5990

INDIANAPOLIS, IN-COOPER ROAD

EFI JOB #93968

OWNER: CITIZENS ENERGY GROUP
2020 N. MERIDIAN ST.
INDIANAPOLIS, IN 46202
MR. BRUCE COOLEY
CONTACT: (317)924-3311

WESTFIELD, IN-191ST STREET BS

EFI JOB #94033

OWNER: CITIZENS ENERGY GROUP
2020 N. MERIDIAN ST.
INDIANAPOLIS, IN 46202
MR. BRUCE COOLEY
CONTACT: (317)924-3311

INDIANAPOLIS, IN-HSE BP & TANK PROJECT

EFI JOB #94267

OWNER: CITIZENS ENERGY GROUP
2020 N. MERIDIAN ST.
INDIANAPOLIS, IN 46202
MR. BRUCE COOLEY
CONTACT: (317)924-3311

WESTFIELD, IN-146TH STREET BS

EFI JOB #94790

OWNER: CITIZENS ENERGY GROUP
2020 N. MERIDIAN ST.
INDIANAPOLIS, IN 46202

MR. BRUCE COOLEY
CONTACT: (317)924-3311

FISHERS, IN-106TH & CUMBERLAND STREET BS

EFI JOB #94835

OWNER: CITIZENS ENERGY GROUP
2020 N. MERIDIAN ST.
INDIANAPOLIS, IN 46202
MR. BRUCE COOLEY
CONTACT: (317)924-3311

LORAIN COUNTY, OH-WSBPS

EFI JOB #91895 & 92685

OWNER: RURAL LORAIN COUNTY WATER AUTHORITY
P.O. BOX 567
LAGRANGE, OH 28594
MR. TIM MAHONEY
CONTACT: (440) 355-5121

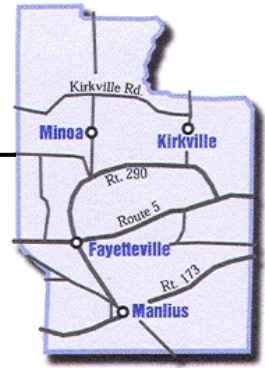
WESTCHESTER, NY-WSBPS

EFI JOB #92689

OWNER: WESTCHESTER JOINT WATER WORKS
1625 MAMARONECK AVE
MAMARONECK, NY 10543
MR. FRANK ACARA
CONTACT: (914)698 3500

Town of Manlius

John Deer, Town Supervisor



March 19, 2025

Town of Manlius Police Benevolent Association (PBA)
1 Arkie Albanese Avenue
Manlius, NY 13104

Dear PBA President Daniel Tyrel,

This letter serves as a side letter of understanding between the Town of Manlius and the Town of Manlius Police Benevolent Association (PBA) relating to the Agreement signed on March 1, 2024, for the term of January 1, 2024, through December 31, 2026.

The purpose of this letter is to clarify that the only differences between the previous agreement and the updated agreement are related to spacing and numbering and that there are no substantive changes being proposed or adopted.

Please be advised that the updated agreement, which includes these minor formatting changes, shall control and govern the terms and conditions of our mutual understanding.

Sincerely,

John Deer
Town of Manlius Town Supervisor

John Deer, Supervisor

Town Board - Sara Bollinger, Alissa Italiano, Katelyn Kriesel, William Nicholson, Michael Nesci, Ingrid Gonzalez-McCurdy



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/14/2025 To: 6/12/2025*

Quotation # Q-544081

Date: March 14, 2025

Customer # 105721 Contract # 305303

Town of Manlius
Dept of Assessment
301 Brooklea Dr
Fayetteville, NY 13066-1353

ATTENTION: John Deer
PHONE:
EMAIL: jdeer@townofmanlius.org

Material	Qty	Unit Price	Total
153148	2	\$689.13	\$1,378.26
ArcGIS Online Creator User Type Annual Subscription			
153147	3	\$123.92	\$371.76
ArcGIS Online Viewer User Type Annual Subscription			
165533	10	\$393.93	\$3,939.30
ArcGIS Online Mobile Worker User Type Annual Subscription			
165536	1	\$2,978.17	\$2,978.17
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription			
165537	1	\$4,134.78	\$4,134.78
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription			
165531	3	\$246.84	\$740.52
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Cian Kellett

Email:
ckellett@esri.com

Phone:
(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

KELLETT

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-544081

Date: March 14, 2025

Customer # 105721 Contract # 305303

Town of Manlius
Dept of Assessment
301 Brooklea Dr
Fayetteville, NY 13066-1353

ATTENTION: John Deer
PHONE:
EMAIL: jdeer@townofmanlius.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/14/2025 To: 6/12/2025*

Subtotal:	\$13,542.79
Sales Tax:	\$1,083.42
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$14,626.21

For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here: <https://www.esri.com/en-us/legal/overview>
NY State contract details can be found here:

Information Technology Umbrella Contract – Manufacturer Based:
<https://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>

PLEASE REFERENCE the above contract on your Purchase Order or Ordering Document.

Esri Federal Employer ID: 95-2775732

Please address purchase orders to:

Esri
380 New York St, Redlands, CA 92373

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Cian Kellett

Email:

ckellett@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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380 New York St
Redlands, CA 92373-8100
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PHONE:
EMAIL: jdeer@townofmanlius.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/14/2025 To: 6/12/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Cian Kellett

Email:

ckellett@esri.com

Phone:

(909) 793-2853

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KELLETT

This offer is limited to the terms and conditions incorporated and attached herein.

Budget Transfers

From		
From SS1 3.914 Assigned Appropriated Fund Balance		\$75,105.00
To		
A00 3.914 Assigned Appropriated Fund Balance		\$75,105.00

From		
SS1 3.915 Assigned Unappropriated Fund Balance	\$	47,499.85
To		
A00 3.915 Assigned Unappropriated Fund Balance	\$	47,499.85

From		
From SS1 4.2401 Interest & Earnings	\$	25.89
To		
A00 4.2401 Interest & Earnings	\$	25.89

Budget Transfers

From:		
A00 5.5132.448 Garage Cold Storage Building		\$433,150
To:		
A00 5.5132.449 Garage Maintenance Building		\$433,150

From:		
A00 5.5132.449 Garage Maintenance Building		\$5,000
To:		
A00 5.5132.448 Garage Cold Storage Building		\$5,000

MINUTES
TOWN BOARD
March 12, 2025

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://youtu.be/TxX-Uk6D2tE> Supervisor Deer presided, and the following Board members were present:

	Sara Bollinger, Councilor
	Ingrid Gonzalez-McCurdy, Councilor
	Alissa Italiano, Councilor
Virtual	Mike Nesci, Councilor
Virtual	William Nicholson, Councilor
	Katelyn M. Kriesel, Councilor

The following Town Officers were present: Carrie Grevelding, Town Clerk. Ann Oot, Town Manager. Kay Blythe, Assistant Town Manager. Joseph Frateschi, Town Attorney. Jamie Sutphen, Town Attorney. Maria Lenway, Comptroller. Thomas Poitras, Code Enforcement Officer. Jay Martino, Code Enforcement Officer.

1. Attendees

In-Person Meeting Attendees: Craig Dudczak, Fayetteville. Mark Matt, Fayetteville. Monica Browning, Manlius. Bethany Bak, Manlius. Mike Friend, Manlius. Christina Mosher, Manlius. Darren Graham, Manlius. Josie Bak, Manlius. Abby Bak, Manlius. Leo Soderberg, Manlius. Jamison Browning, Manlius. Ben Browning, Manlius. Mark Browning, Manlius

Virtual Meeting Attendees: B. Corbin, J Teske, Dylan Black, Sheryl Conley, Sarah Dardis, Kristen Duda, and Jessica Haase.

2. 6:30 PM - The Pledge of Allegiance

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

3. 6:31 PM – Open Podium - None

4. 6:35 PM – Public Hearing –Enders Road Sidewalk District -

Councilor Bollinger made a motion, Seconded by Councilor Kriesel, to waive the reading of the public notice.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to open the public hearing.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Jamison Browning of Manlius stated that by having a sidewalk it would lower the chances of being hit while walking on the side of the road.

Leo Soderberg of Manlius stated that a sidewalk would make it safer to walk on the busy road to and from school.

Abby Bak of Manlius stated that she wanted a sidewalk so she could walk to and from school.

Ben Browning of Manlius stated that it is a busy road, and a sidewalk would make it safer for kids who have to walk from the middle school to the high school for practices.

Mark Browning of Manlius stated that he has witnessed several incidents with traffic that have caused the unsafe conditions. Mr. Browning believes that the sidewalk will bring safety to the area for pedestrians.

Jessica Haase of Manlius spoke in favor of the sidewalks. Ms. Haase asked neighbors to help support the project.

Town Clerk Grevelding shared a letter that was received by Josie Bak of Manlius in favor of the sidewalks.

Christina Mosher of Manlius is concerned with traffic growth in the area. Ms. Mosher believes the sidewalks will help make it safer to walk.

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to close the public hearing

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor. Motion Carries.

Councilor Kriesel made a motion, Seconded by Councilor Gonzalez-McCurdy, to adopt the Resolution and Order approving the Formation of Enders Road Sidewalk District.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

5. 6:50 PM – Planning and Development Department – 2024 Annual Report

Code Enforcement Officer Tom Poitras presented the 2024 Annual Report for the Planning and Development Department. He also discussed the department's objectives for 2025.

Councilor Kriesel made a motion, Seconded by Councilor Italiano, to accept the 2024 Planning and Development Annual Report as presented by Code Enforcement Officer Thomas Poitras.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

6. 7:13 PM – Planning and Development – Municipal Separate Storm Sewer System (MS4)

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the resolution supporting participation in the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve the supervisor to sign the Conflict-of-Interest Affidavit with Onondaga County upon legal review.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve a payment in the amount of \$3,600.00 to CNY Regional Planning & Development Board for the annual membership and service fee for the Stormwater Assistance Program.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor.

Motion Carries.

7. 7:24 PM – Town Clerk – Scanning Project Update

Town Clerk Grevelding gave the Board an update on the scanning project that was approved in August 2024. During the presentation Councilor Kriesel stepped out of the Board Room and returned before the motion was made.

Councilor Nesci made a motion, seconded by Councilor Bollinger, to approve the supervisor to sign the invoice with Avalon for the retainer amount of \$5,000.00.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

8. 7:25 PM – Budget Modification

Councilor Italiano made a motion, seconded by Councilor Kriesel, to approve a budget modification in the amount of \$10,000.00 for accounts CM3 4.3010 NYSERDA Grant and CM3 5.6789.200 Sustainable Manlius Equipment.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

9. 7:26 PM – Board of Ethics Work Session

Supervisor Deer announced that the Board of Ethics Work Session that was scheduled for March 26, 2025 has been cancelled and will be rescheduled in the near future.

10. 7:27 PM – Supervisor's Reports for February 2025

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to approve the Supervisor's Report for February 2025 as presented by the Town Comptroller.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

11. 7:27 PM – Approval of Minutes – February 12, 2025 & February 26, 2025

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the minutes from February 12, 2025, as amended.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, seconded by Councilor Bollinger, to approve the minutes from February 26, 2025.

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

Abstained: Councilor Gonzalez-McCurdy Nays: 0

Motion Carries.

12. 7:28 PM – Approval of Abstract #5

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve abstract #4 in the amount of \$530,361.59.

TOWN OF MANLIUS		
Fund Summary		
Abstract #5 - 2025		
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$358,911.64
B	General Fund Part Town	\$12,939.58
DA	Highway Fund Townwide	\$133,465.60
DB	Highway Fund Part Town	\$2,640.91
CM3	Sustainable Manlius	\$10,000.00
SR1	Trash	\$250.99
SR2	Brush	\$250.99
TA2	Trust & Agency - Other	\$2,930.00
	Overhead Lighting	
SL1	District	\$2,056.37
SL2	Underground Lighting	\$2,880.51
SL3	Entry Lighting	\$140.08
SL4	Garden Park Lighting	\$794.08
SL5	Ratnour Bridge Lighting	\$3,100.84
	Total	\$530,361.59

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nays: 0

All in Favor.

Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Kriesel and seconded by Councilor Italiano the Board voted unanimously to come out of regular session at 7:30 PM.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nays: 0

All in Favor.

Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1410	Town Clerk	251.17
A00-1620	Buildings	786.96
A00-1670	Central Printing	1,002.98
A00-3120	Police	10,712.28
A00-5132	Garage	469.04

A00 TOTAL	General Fund Townwide	13,222.43
B00-3620	Codes Enforcement	5,568.97
B00-8010	Zoning	112.16

B00 TOTAL	General Fund Part Town	5,681.13
DA0-5130	Machinery	2,449.28
DA0-5142	Snow Removal	24,298.14

DA0 TOTAL	Highway Fund Townwide	26,747.42

** TOTAL **		45,650.98

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1440	Engineer	6,022.50
A00-1620	Buildings	1,388.25
A00-1640	Central Garage	4,242.15
A00-5132	Garage	6,997.32
A00-9045	Employee Benefits	425.50

A00 TOTAL	General Fund Townwide	19,075.72
SR1-8160	Refuse	209,344.21

SR1 TOTAL	Manlius Res Trash Dist	209,344.21
SR2-8160	Refuse	26,379.17

SR2 TOTAL	Manlius Res Brush Dist	26,379.17

** TOTAL **		254,799.10

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1420	Attorney	625.00
A00-1440	Engineer	7,725.98
A00-1620	Buildings	400.00
A00-1930	Special Items	305.02
A00-5132	Garage	5,915.15
A00-9061	Employee Benefits	2,550.00

A00 TOTAL	General Fund Townwide	17,521.15
B00-3620	Codes Enforcement	25.00
B00-8010	Zoning	297.50
B00-8020	Planning	1,912.50

B00 TOTAL	General Fund Part Town	2,235.00
SW2-8340	Transmission/Distribution	32,508.90

SW2 TOTAL	Manlius Con Water Dist	32,508.90
W80-8340	Transmission/Distribution	252.98

W80 TOTAL	Schepp Water District	252.98
W90-8340	Transmission/Distribution	43.57

W90 TOTAL	Watervale Water District	43.57

** TOTAL **		52,561.60

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	1,478.15
A00-3120	Police	1,047.62

A00 TOTAL	General Fund Townwide	2,525.77
B00-3620	Codes Enforcement	642.50

B00 TOTAL	General Fund Part Town	642.50

** TOTAL **		3,168.27

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	2,812.60
A00-1330	Receiver of Taxes	100.00
A00-1355	Assessors	17.00
A00-1410	Town Clerk	33.89
A00-1620	Buildings	13,542.79
A00-3120	Police	2,202.74
A00-5132	Garage	763.00

A00 TOTAL	General Fund Townwide	19,472.02
ACCT	NAME	AMOUNT
B00-3620	Codes Enforcement	3,600.00

B00 TOTAL	General Fund Part Town	3,600.00
DA0-5130	Machinery	5,223.01
DA0-5140	Brush & Weeds	54.95
DA0-5142	Snow Removal	2,295.99

DA0 TOTAL	Highway Fund Townwide	7,573.95

** TOTAL **		30,645.97

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1440	Engineer	2,642.50
A00-1620	Buildings	1,388.25
A00-1640	Central Garage	4,242.15
A00-5132	Garage	6,997.32
A00-9045	Employee Benefits	425.50

A00 TOTAL	General Fund Townwide	15,695.72
SR1-9160	Refuse	209,344.21

SR1 TOTAL	Manlius Res Trash Dist	209,344.21
SR2-9160	Refuse	26,379.17

SR2 TOTAL	Manlius Res Brush Dist	26,379.17

** TOTAL **		251,419.10