

Agenda
Town Board Meeting
June 11, 2025
6:30 PM

1. Virtual Meeting Instructions - June 11, 2025

Documents:

[06-11-25 VIRTUAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Tree Commission - Presentation By Davey Resource Group

Davey Resource Group will be presenting on both the Town of Manlius and Village of Fayetteville Tree Inventories.

Documents:

[MANLIUS PUBLIC PRESENTATION.PDF](#)

5. Public Hearing - Kinsella Quarry Natural Resource Removal Permit

- o Public Hearing will remain open - At this time the application is still under review with the Town Engineer. No Action will be taken at this meeting.

Documents:

[2025-05-09 KINSELLA APPLICATION - AMEND NRRP.PDF](#)
[KINSELLA LETTER TO TOWN BOARD MAY 28.PDF](#)
[6.2.2025 NRRP SEQRA UPDATE.PDF](#)
[OCPB RESOLUTION - KINSELLA.PDF](#)

6. Public Hearing - Amendment To PUD - Highbridge Senior Apartments

Documents:

[HIGHBRIDGE_CHANGE NARRATIVE LETTER.PDF](#)
[HIGHBRIDGE_ SITE PLANS.PDF](#)
[PUBLIC COMMENTS - HIGHBRIDGE SENIOR APARTMENTS.PDF](#)
[LOCAL LAW - ENACTING - AMENDING HIGHBRIDGE PUD.PDF](#)
[OCPB RESOLUTION - HIGHBRIDGE SENIOR APTS.PDF](#)

7. Public Hearing - Proposed Local Law Amendment - Chapter 155 Section 20.2 Of The Town Code Entitled Planned Units Development

Documents:

[RESOLUTION ADOPTING AMENDMENT TO LOCAL LAW CHAPTER 155
\(PLANNED UNIT DEVELOPMENT\).PDF](#)

8. Public Hearing - Mulberry Ln Lighting District

Documents:

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

9. SEQR - Muirfield Stormwater Improvements

Documents:

[SEQR RESOLUTION MUIRFIELD STORMWATER IMPROVEMENT DISTRICT \(4929-4932-0266 2\).PDF](#)
[SEAF PARTS 1-3 W NARRATIVE 6-3-25.PDF](#)

10. SIRO & SPO Agreements - 2025-2026 School Year

Documents:

[ESM SIRO - 2025-2026 KELLOGG.PDF](#)
[FM SIRO - 2025-2026 GROGAN.PDF](#)
[FM SIRO -2025-2026 GOLDEN.PDF](#)
[SPO AGREEMENT - 2025-2026 EAGLE HILL.PDF](#)
[SPO AGREEMENT - 2025-2026 FAYETTEVILLE EL.PDF](#)
[SPO AGREEMENT - 2025-2026 WELLWOOD MIDDLE.PDF](#)
[SPO AGREEMENT - 2025-2026 - MOTT RD EL.PDF](#)
[SPO AGREEMENT - 2025-2026 ESM.PDF](#)

11. Plastic Reduction Resolution

Documents:

[TOWN OF MANLIUS - RESOLUTION ISO PACKAGING REDUCTION AND RECYCLING INFRASTRUCTURE 4899-5601-6716 V.2.PDF](#)

12. Town Of Manlius Justice Court - JCAP Grant

13. 2025 Recreation Staff For Board Approval

List of Summer Staff for Town Board Approval

Documents:

[2025 RECREATION SUMMER STAFF.PDF](#)

14. 2025 Summer Bus Lease Contract With Fayetteville Manlius Schools

Documents:

[TOWN OF MANLIUS BUS LEASE 2025 F-M SIGNED FINAL.PDF](#)

15. EScribe - Meeting Management And Live Streaming

Documents:

[ESCRIBE PROPOSAL FOR TOWN OF MANLIUS NY.PDF](#)

16. Budget Modification - Police Department Grant

- Increasing Revenue Account A00 4.3389.447 Grant Funded Revenue in the amount of \$55,000.17
- Increasing Expenditures Account A00 5.3120.447 Grant Expenditures in the amount of \$55,000.17

17. Supervisor's Reports - May 2025

Documents:

[BALANCE SHEET.PDF](#)
[BUDGET REPORT.PDF](#)
[POOLED CASH REPORT.PDF](#)

18. Approval Of Minutes - May 28, 2025

Documents:

[05-28-25 DRAFT.PDF](#)

19. Approval Abstract #11

Documents:

[ABSTRACT 11.PDF](#)

20. Adjournment



June 11, 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/87436692458?pwd=Vt4bUbLbKcPjm7IDCeSaUiAOAMb2zc.1>

Password to join when prompted:

Password: 300731

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: 874 3669 2458

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

Password: **300731**

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

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

Town of
Manlius
PUBLIC TREE
INVENTORY

Davey Resource Group
Presenter





AGENDA

Introduction: Purpose of a Tree Inventory

Inventory Findings

Benefits Provided by Urban Trees

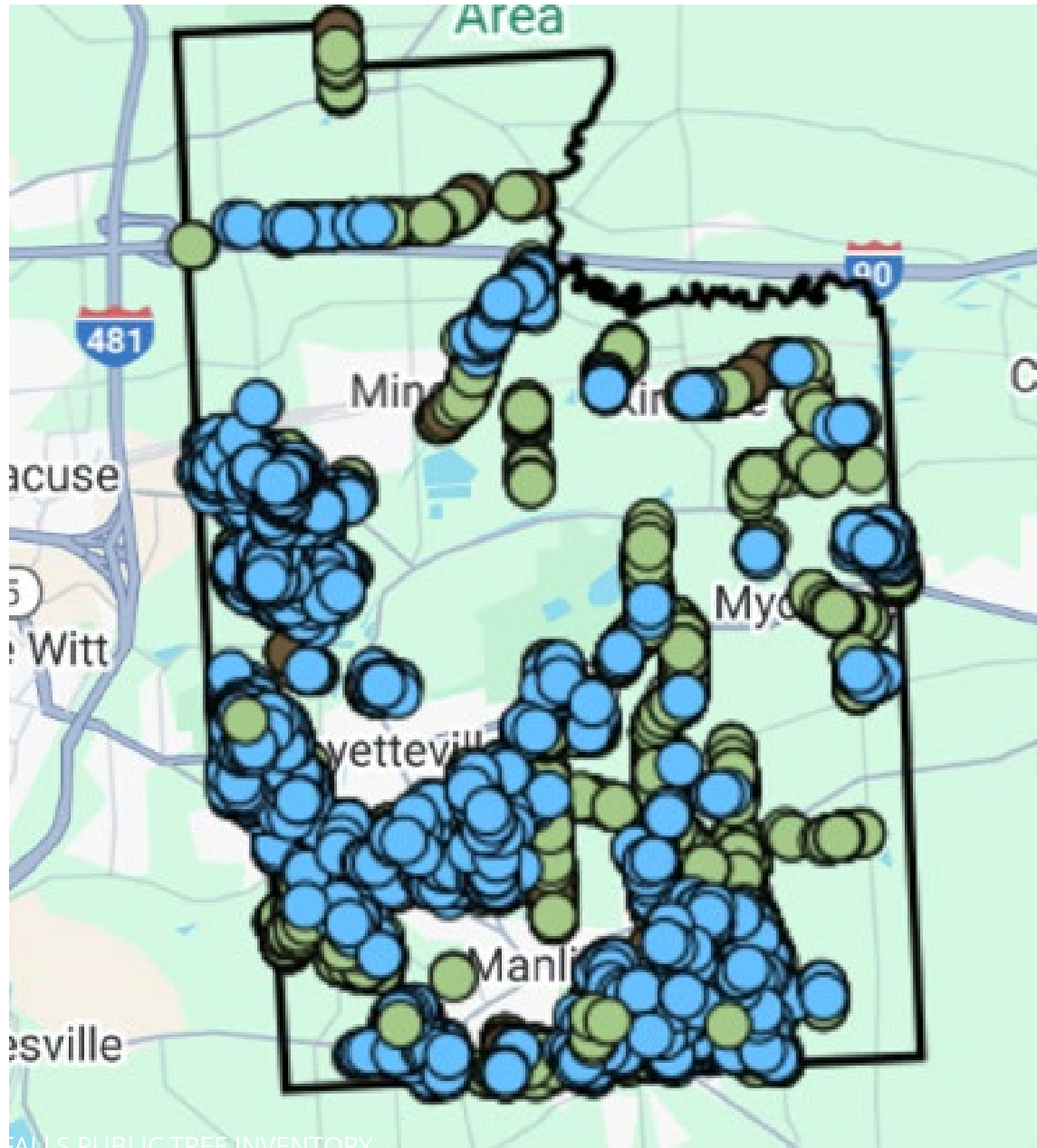
PURPOSE OF A TREE INVENTORY

- Identify tree and planting site locations
- Create database of public trees
- Reduce risk associated with trees
- Improve urban forest composition
- Streamline operations
- Estimate future needs



INVENTORY FINDINGS



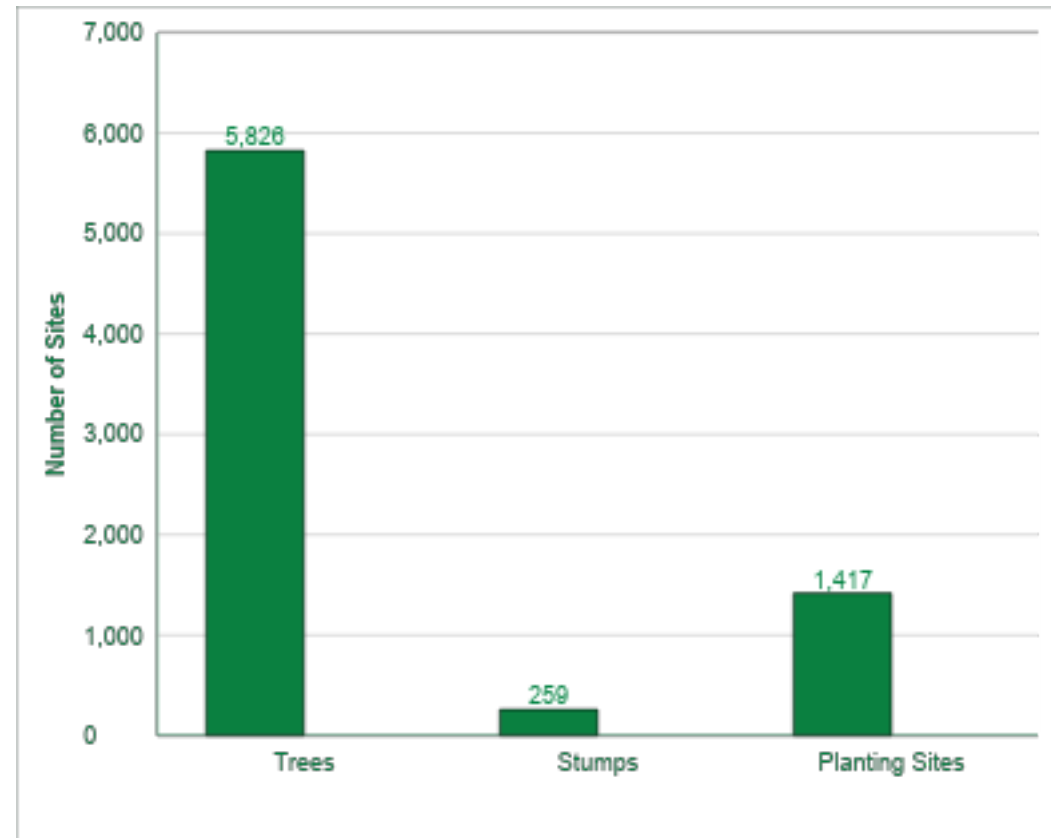


INVENTORY AREA

- Public ROW
- 7,502 Sites
- 5826 Trees
- 259 Stumps
- 1,417 Vacant sites
 - 891 large vacant sites,
 - 71 medium vacant sites,
 - 455 small vacant sites

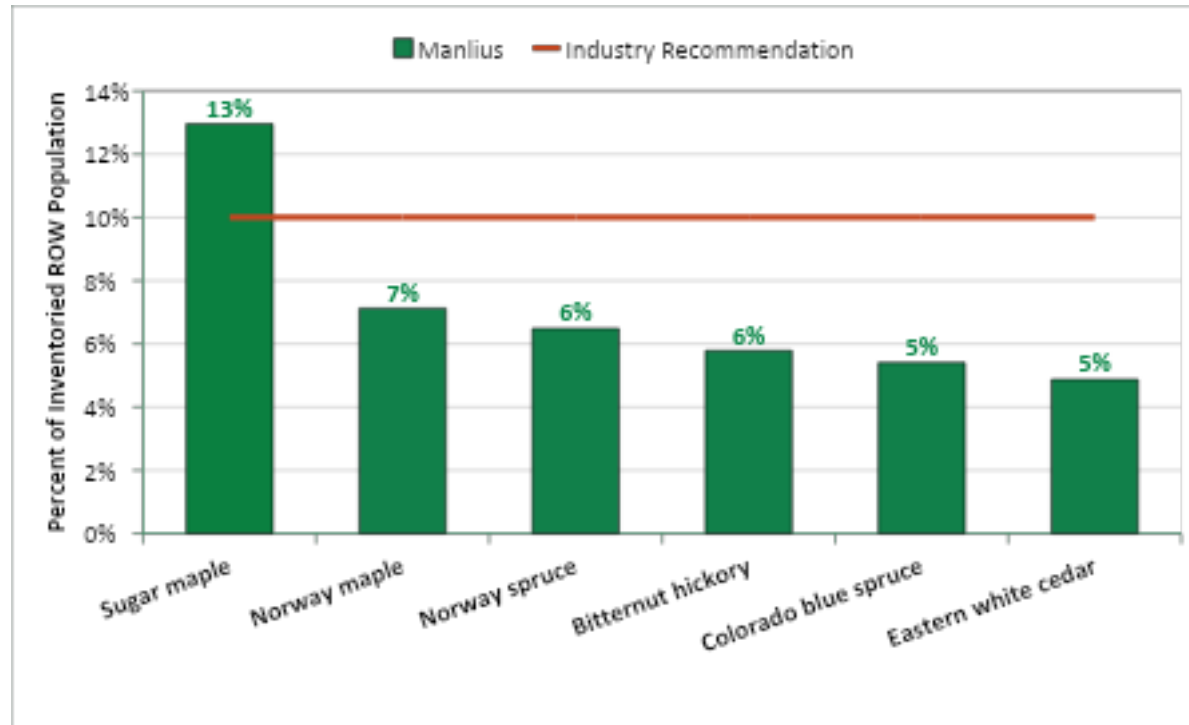


INVENTORY FINDINGS: SITE BREAKDOWN

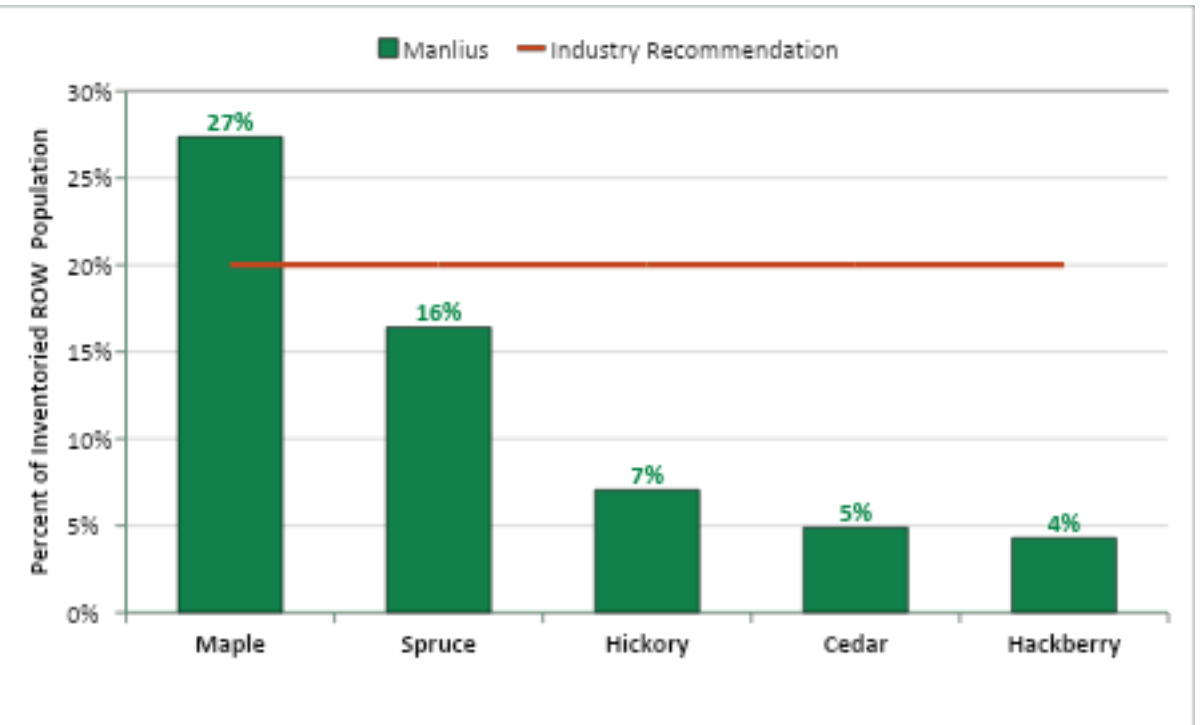


INVENTORY FINDINGS: SPECIES & GENUS

Species

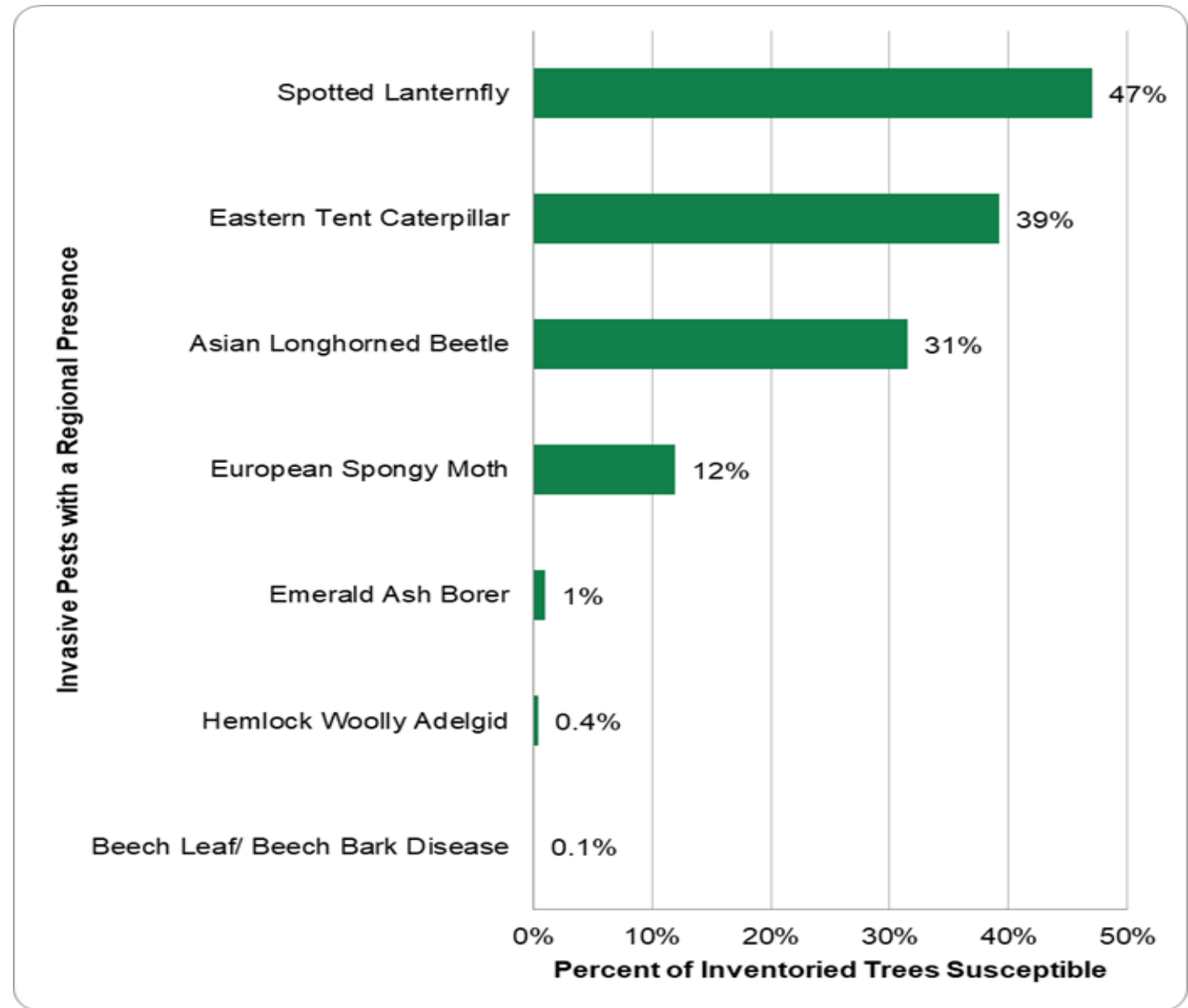


Genus



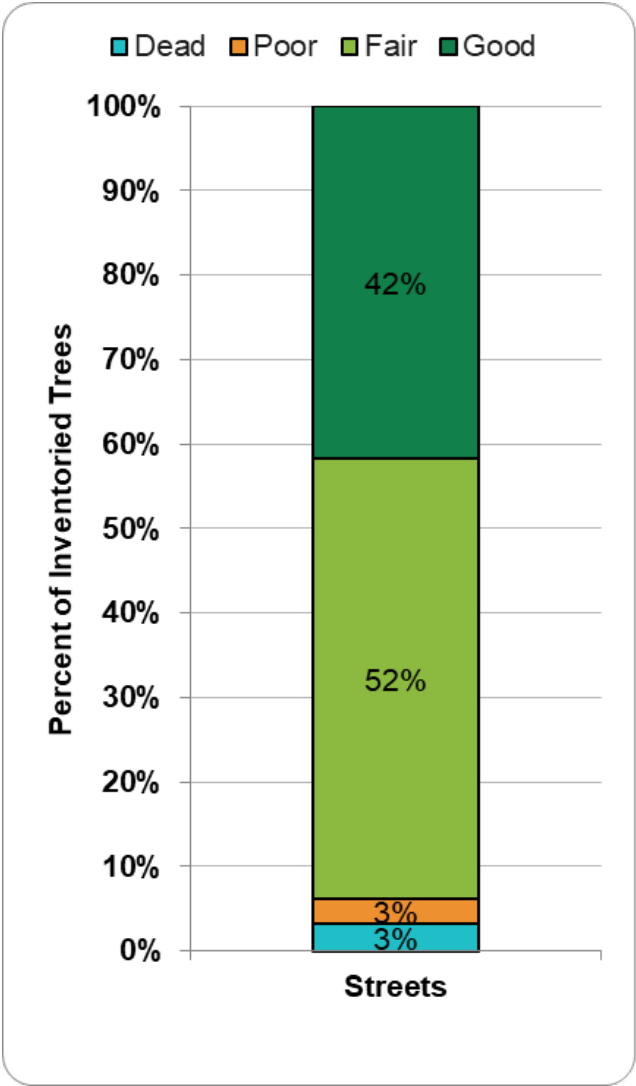


INVENTORY FINDINGS: PEST SUSCEPTIBILITY





INVENTORY FINDINGS: CONDITION



BENEFITS PROVIDED BY PUBLIC TREES





Benefits Provided by Urban Trees

Decrease heating/cooling costs

Stabilize soil & decrease runoff

Reduce air pollution

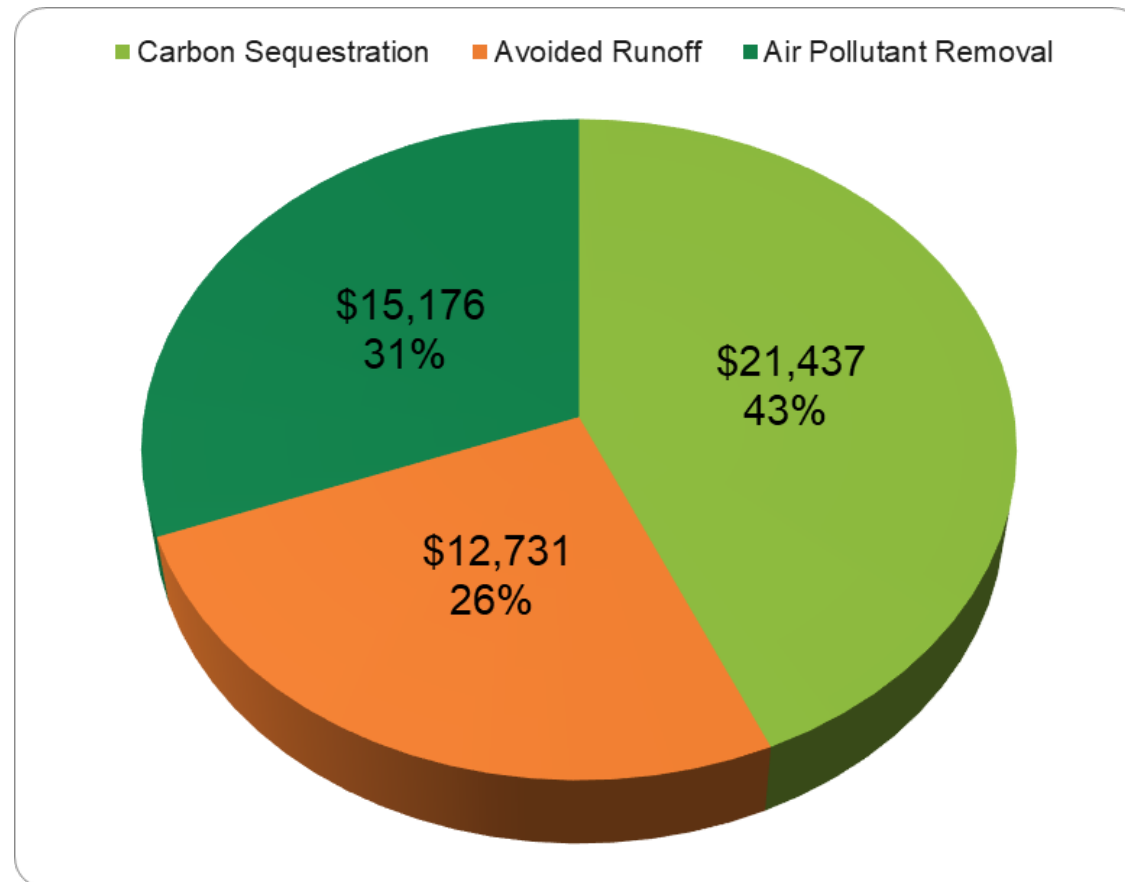
Increase property value

Reduce stress

...and many, many more!



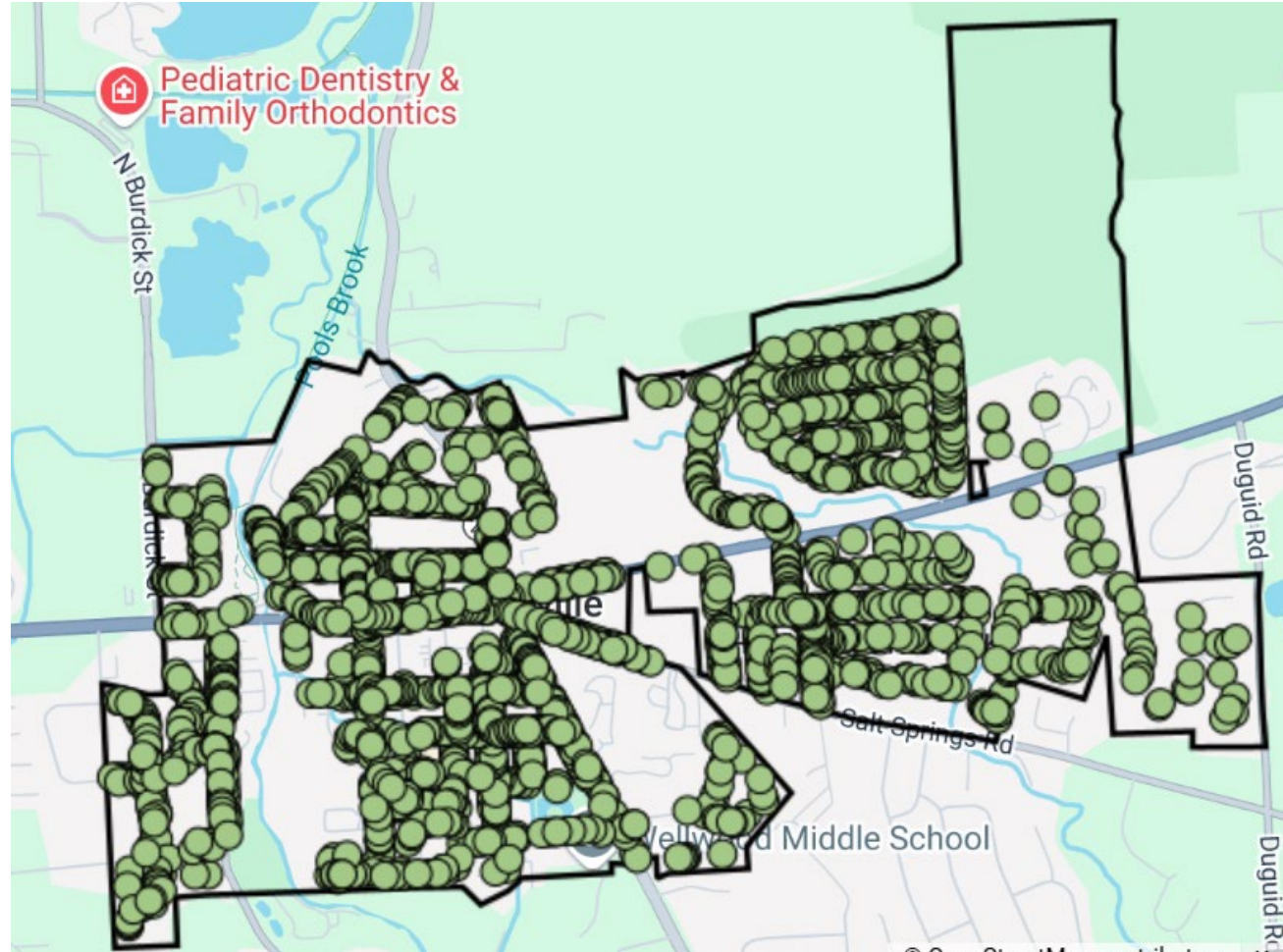
ANNUAL BENEFITS, QUANTIFIED

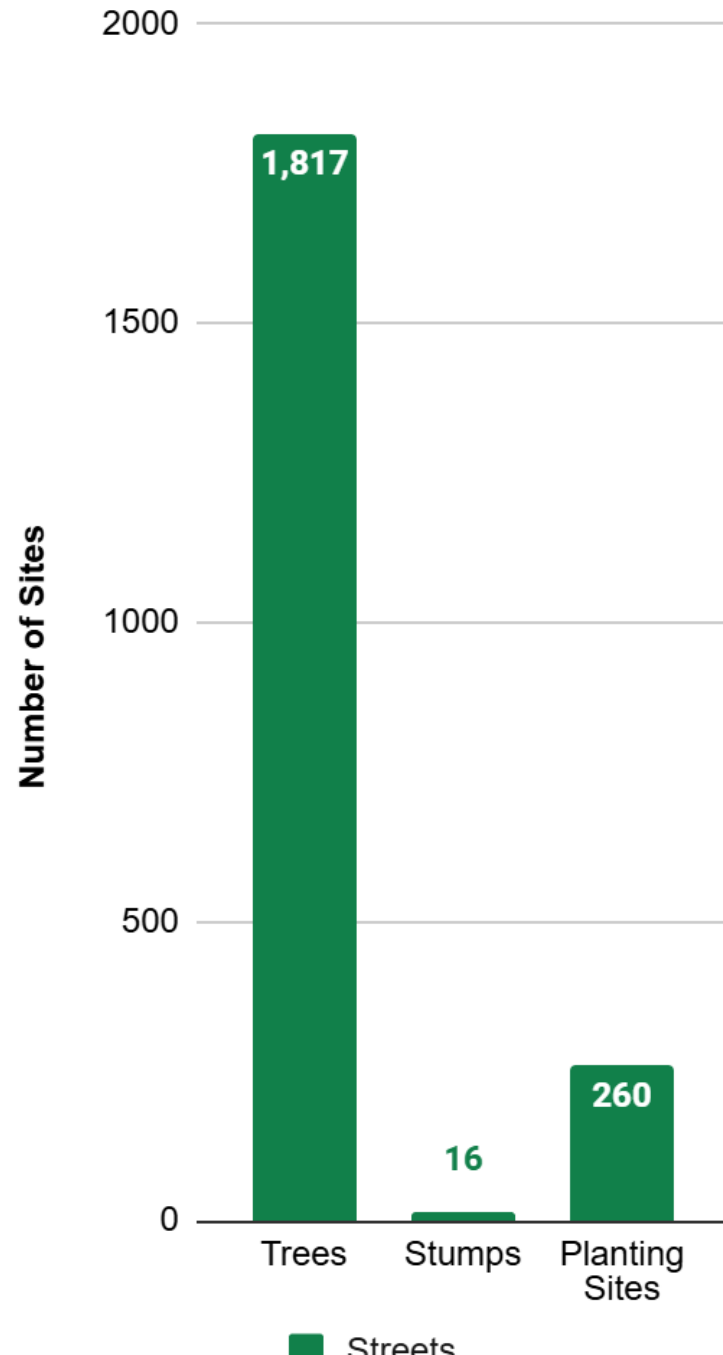


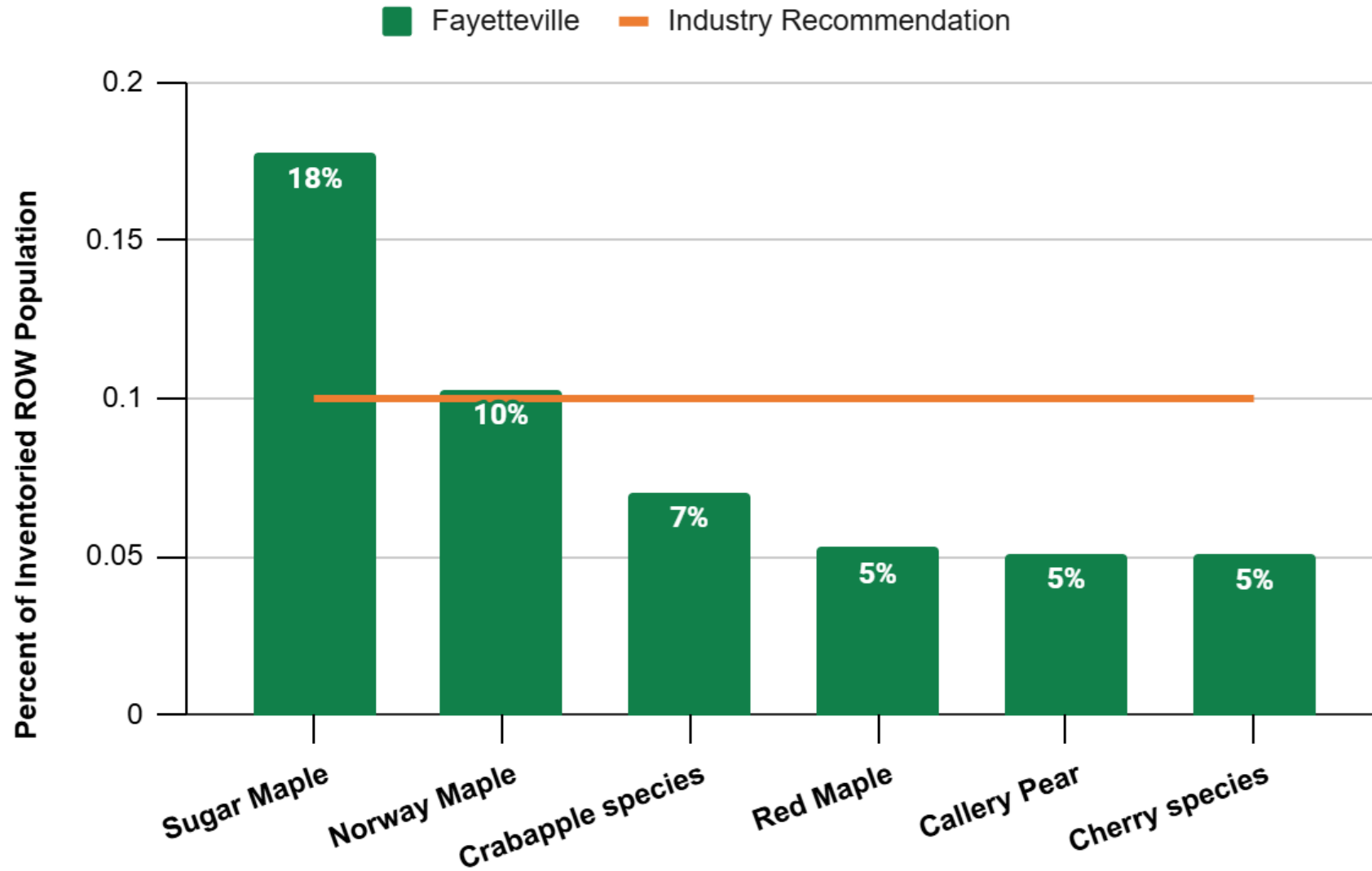
ANNUAL BENEFITS, QUANTIFIED

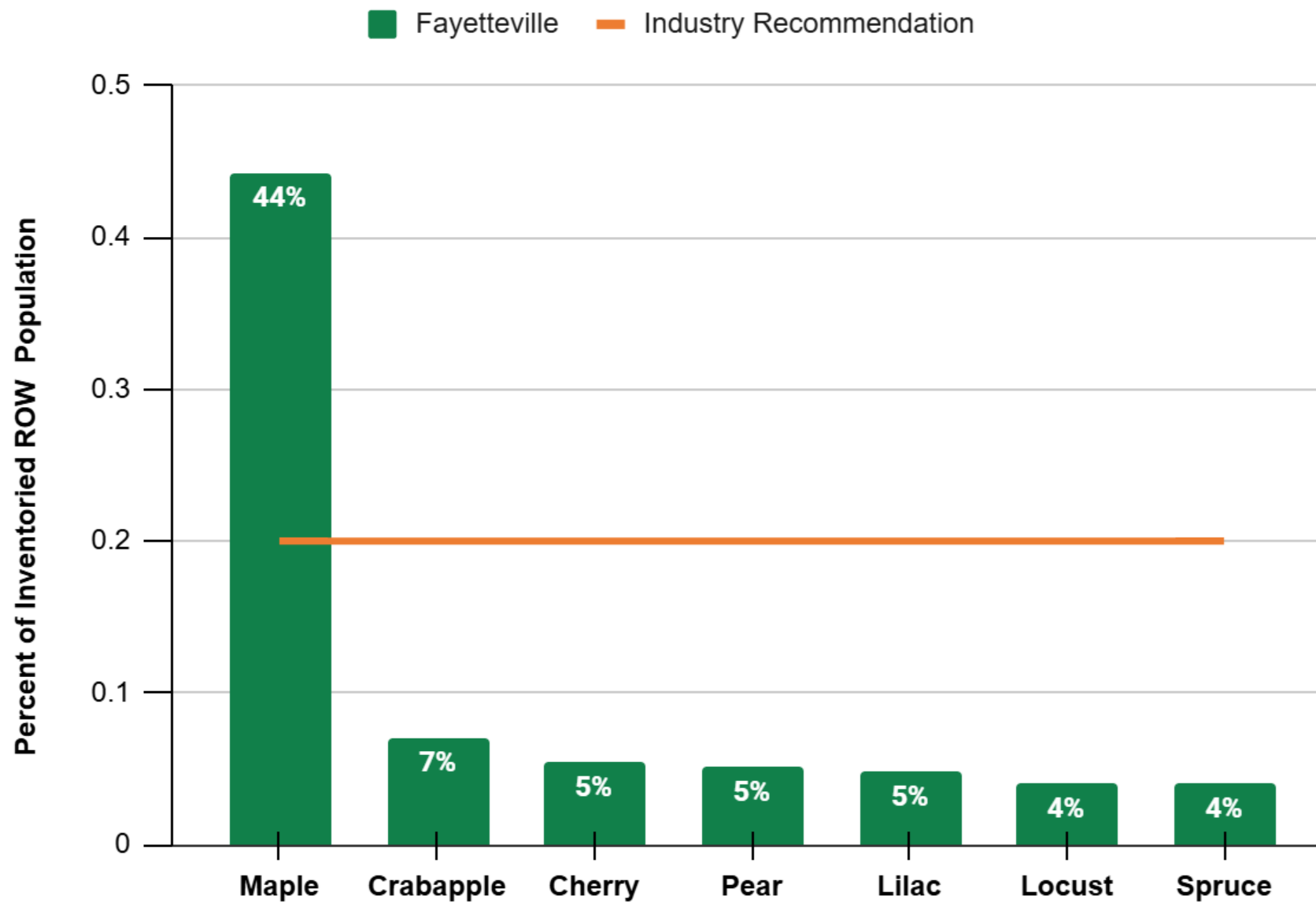
Most Common Trees Inventoried		Count	Percent of Total	Benefits Provided by Street Trees				
Common Name	Botanical Name			CO ₂ Stored	CO ₂ Sequestered	Avoided Runoff	Air Pollution Removed	Replacement Value
			%	tons	tons/year	gal/year	lbs/year	Dollars
Sugar maple	<i>Acer saccharum</i>	755	13.2%	677.6	7.0	215,220	420	\$2,276,340
Norway maple	<i>Acer platanoides</i>	415	7.2%	266.2	5.8	93,381	180	\$850,087
Norway spruce	<i>Picea abies</i>	378	6.6%	188.6	2.3	140,249	260	\$1,036,566
Bitternut hickory	<i>Carya cordiformis</i>	337	5.9%	280.3	3.5	119,749	220	\$822,669
Blue spruce	<i>Picea pungens</i>	315	5.5%	81.0	1.3	57,759	120	\$472,903
Northern white cedar	<i>Thuja occidentalis</i>	284	4.9%	52.3	1.0	20,575	40	\$293,377
Northern hackberry	<i>Celtis occidentalis</i>	250	4.4%	19.6	0.4	80,857	160	\$387,857
American basswood	<i>Tilia americana</i>	218	3.8%	67.5	1.4	64,831	120	\$496,491
Black walnut	<i>Juglans nigra</i>	217	3.8%	199.8	4.1	79,400	160	\$675,263
White spruce	<i>Picea glauca</i>	211	3.7%	35.2	0.6	31,864	60	\$265,938
Apple spp	<i>Malus spp.</i>	169	2.9%	28.1	0.8	8,079	20	\$134,044
Silver maple	<i>Acer saccharinum</i>	166	2.9%	317.8	3.1	98,369	180	\$567,382
Red maple	<i>Acer rubrum</i>	164	2.9%	104.2	2.5	45,470	80	\$379,597
Black cherry	<i>Prunus serotina</i>	161	2.8%	96.4	2.2	32,066	60	\$242,032
Thornless honeylocust	<i>Gleditsia triacanthos v. inermis</i>	120	2.1%	132.6	1.6	33,288	60	\$445,803
All Other Trees Inventoried		1,578	27.5%	610	12.1	303,559	480	\$2,424,412
Total		5,738	100%	3,157	49.5	1,424,717	2,720	\$11,770,761

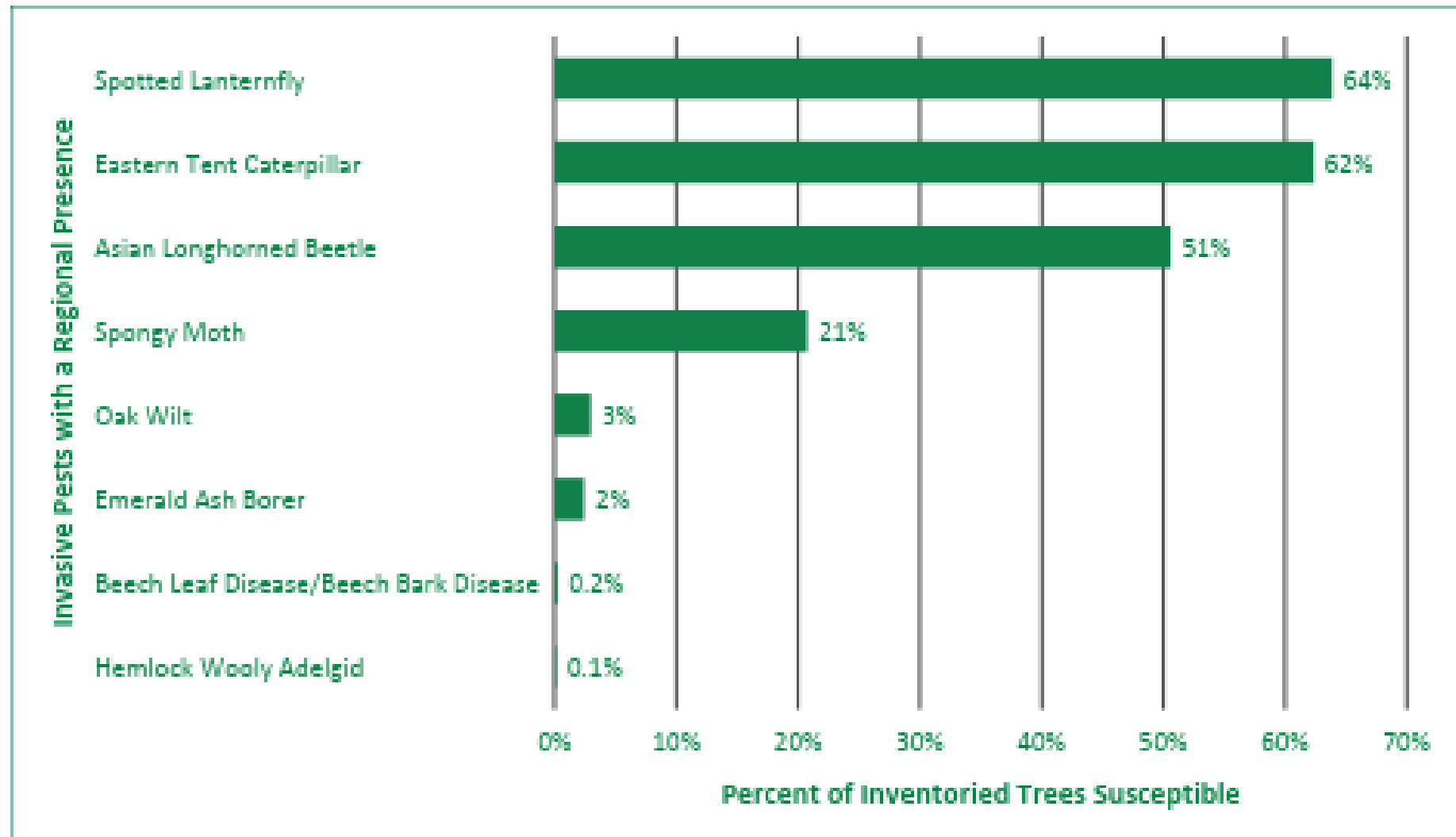
Village of Fayetteville

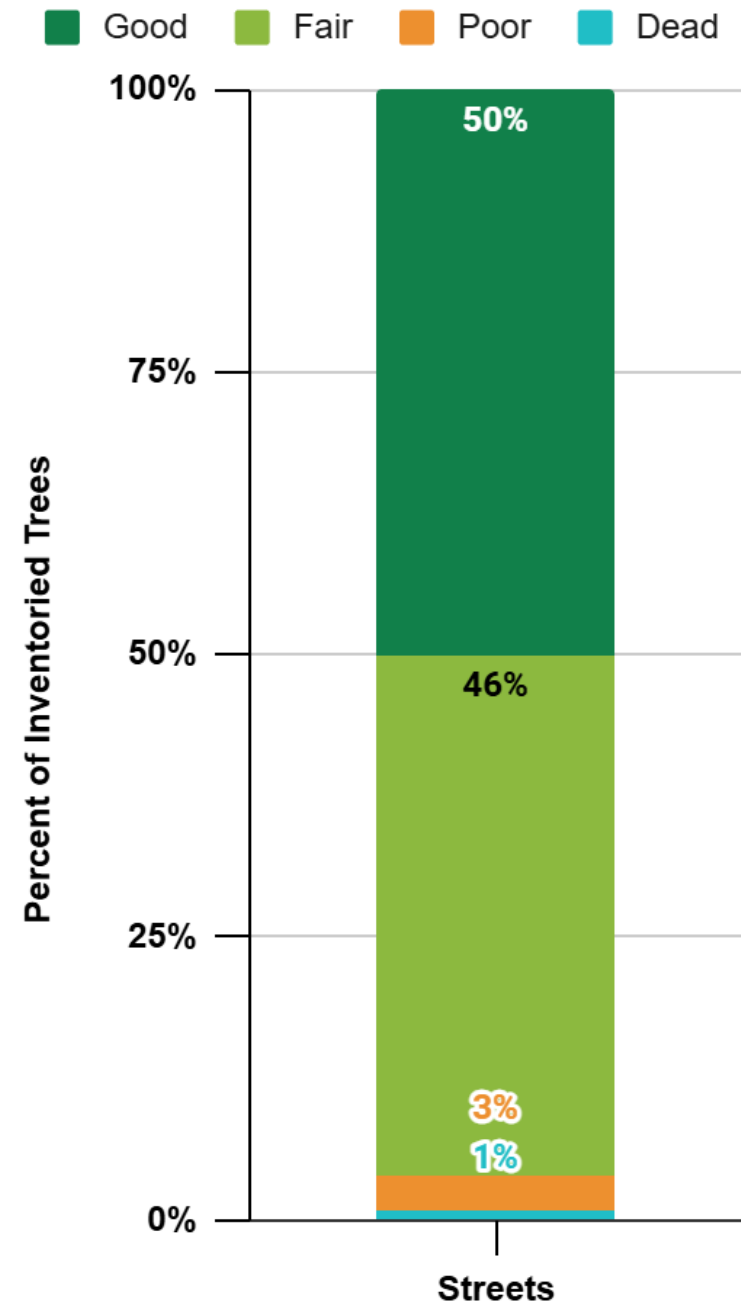








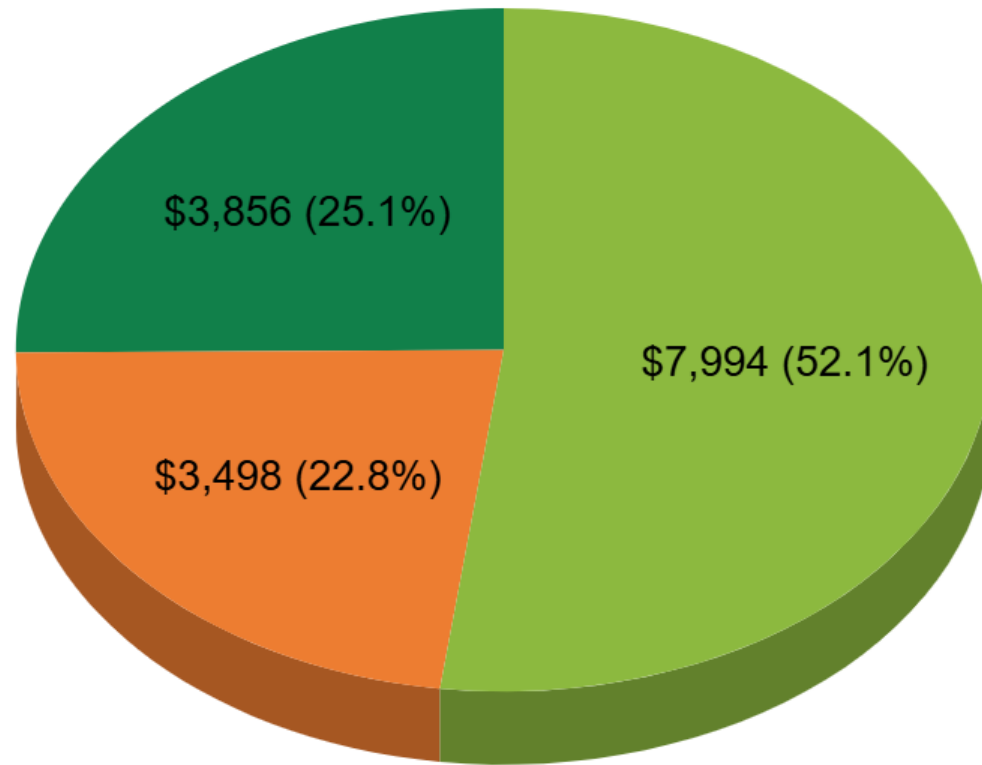




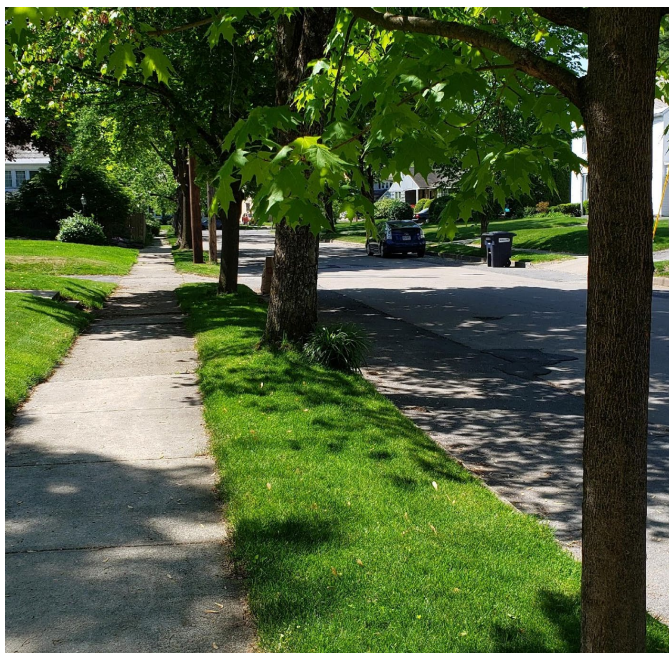
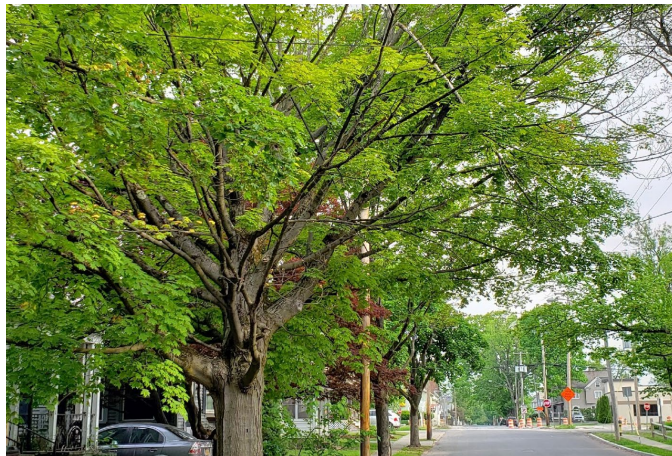
BENEFITS PROVIDED BY PUBLIC TREES



● Carbon Sequestration ● Avoided Runoff ● Air Pollutant Removal



Most Common Trees Inventoried		Count	Percent of Total	Benefits Provided by Street Trees				
				CO ₂ Stored	CO ₂ Sequestered	Avoided Runoff	Air Pollution Removed	Replacement Value
Botanical Name	Common Name		%	tons	tons/year	gal/year	lbs/year	Dollars
Acer saccharum	Sugar maple	323	17.8%	524.1	4.5	110,876	220	\$1,632,967
Norway maple	Norway maple	187	10.3%	156.1	3.2	44,276	80	\$466,817
Malus	Apple spp	128	7.1%	15.1	0.6	4,741	0	\$93,938
Acer rubrum	Red maple	96	5.3%	39.1	1.1	16,260	40	\$158,945
Pyrus Calleryana	Callery pear	93	5.1%	15.8	0.6	7,762	20	\$82,069
Prunus	Plum spp	92	5.1%	30.1	0.6	11,417	20	\$91,727
Syringa reticulata	Japanese tree lilac	87	4.8%	7.3	0.4	2,248	0	\$39,156
Acer saccharinum	Silver maple	70	3.9%	125.1	1.3	35,028	60	\$232,982
Gleditsia triacanthos	Thornless honeylocust	67	3.7%	36.3	0.7	11,275	20	\$145,539
Acer campestre	Hedge maple	59	3.3%	16.9	0.3	12,660	20	\$69,391
Acer ginnala	Amur maple	48	2.7%	9.0	0.3	7,607	20	\$42,735
Thuja occidentalis	Northern white cedar	42	2.3%	11.7	0.2	4,277	0	\$60,398
Fraxinus americana	White ash	38	2.1%	25.6	0.5	12,432	20	\$92,708
Platanus x hybrida	London planetree	38	2.1%	31.4	0.5	16,406	40	\$156,712
Robinia pseudoacacia	Black locust	38	2.1%	54.9	0.7	7,964	20	\$108,730
All Other Trees Inventoried		404	22.3%	193	3.2	86,170	100	\$822,775
Total		1,810	100%	1,291	18.5	391,399	780	\$4,297,588



SUMMARY

A tree inventory is a:

- Database
- Maintenance tool
- Management tool



THANK YOU

Davey Resource Group | www.davey.com

FOGEL & BROWN, P.C.

ATTORNEYS AND COUNSELORS AT LAW

WWW.FOGELBROWN.COM

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120 Madison Street, Suite 1620
Syracuse, New York 13202
mfogel@fogelbrown.com
Tel: 315-399-4343

May 9, 2025

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

Re: T.H. Kinsella, Inc.
Fayetteville Quarry
Application to Amend Natural Resource Removal Permit

Dear Supervisor Deer and Town Board members:

This office represents T.H. Kinsella, Inc. (“Kinsella”). Enclosed please Kinsella’s application to amend its existing Natural Resource Removal Permit for the Fayetteville Quarry to include the 11.8 acres that the Town Board recently rezoned to Natural Resource Removal District (the “Application”).

The Application includes:

1. Completed Application Form
2. Signed Professional Fees Reimbursement Form
3. Survey
4. Figure – Proposed Amendment to NRRP
5. A copy of the current Natural Resource Permit
6. A copy of the Resolution enacting the Local Law rezoning the 11.8 acres to Natural Resource Removal District.
7. Signed Disclosure Affidavit
8. Mined Land Use Plan Narrative and Figures, prepared by JMT of New York, Inc.
9. SEQRA Full Environmental Assessment Form.

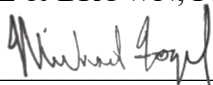
The required hard copies will follow this electronic submission. Kinsella is hand-delivering the \$100 application fee directly to the Town Clerk’s Office.

We respectfully request that this Application be placed on the next Town Board meeting agenda for discussion.

Thank you for your attention to this matter.

Respectfully submitted,

FOGEL & BROWN, P.C.

By: 
Michael A. Fogel, Esq.

cc:

Thomas P. Kinsella, T.H. Kinsella, Inc.

Edward G. Davidson, PG, Associate Vice President, JMT of New York, Inc.

Jamie Sutphen, Esq., Town Attorney

**TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)**

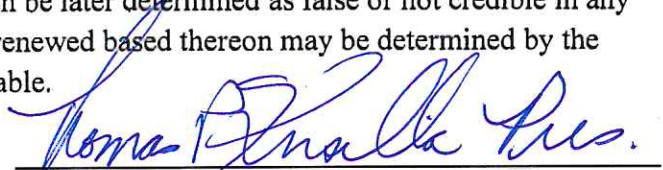
DATE: MAY 9, 2025

Tax Map # See attached Schedule A

I Thomas P. Kinsella, President, T. H. Kinsella, Inc. as applicant relative to property located at Salt Springs Road

hereby request/apply for issuance/renewal* (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.

*amendment to existing Natural Resource Removal Permit


Applicant's Signature

A 1. Owner(s) of property: T. H. Kinsella, Inc.

A 2. Status (Owner, Lessee) of each applicant: Owner

A 3. Present Zoning of Property: NRRD

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): Quarry & Vacant Land

A5 Describe property condition at present: Property is existing quarry facility and partially vegetated previously disturbed vacant land

B 1. Proposed use of property: Quarry

B 2. Anticipated number of employees, guests, customers on property:

Continuation of existing

B 3. Hours of Proposed Operation: Continuation of existing (see attached Environmental Assessment Form)

B 4. Anticipated Automobile Parking: Continuation of existing

B 5. Parking Area Buffer/Screening: Continuation of existing

B 6. Anticipated Vehicle Traffic Volume/Flow: Continuation of existing

B 7. Proposed Site Lighting: Continuation of existing

B 8. Anticipated noise sources, known decibel levels: See attached *Renewal and Modification Application for Permit to Mine and Mined Land Use Plan*

B 9. Landscape:

a) Existing landscaping: NA

b) Proposed landscaping: NA

B 10. Proposed Signage: No new signage proposed

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): NA

B 12. Specific Requirements:

Town Code (District) Requirement; Proposal:

Parking Spaces	<u>NA</u>	<u>NA</u>
Lot Coverage	<u>NA</u>	<u>NA</u>
Front Yard Setback	<u>NA</u>	<u>See Attached Plans</u>
Side Yard Setback	<u>NA</u>	<u>See Attached Plans</u>
Rear Yard Setback	<u>NA</u>	<u>See Attached Plans</u>
Maximum Height of Building	<u>NA</u>	<u>NA</u>

EXHIBITS TO SPECIAL PERMIT APPLICATION:

1. Detailed site plan of any proposed construction anticipated (attach as Exhibit "A"). The Town Board requires that drawings be certified by the appropriate design professional, i.e. a licensed engineer, architect, or surveyor, and include, except as may be permitted at #10 below, at time of application such detail as required per Town Zoning Code §155-28A (1) (13) for site plan submission.
2. Survey Map (Exhibit "B") Certified by a licensed surveyor within two years of date of application. Survey should show all existing state of facts, improvements, structures, easements, rights-of-way, appropriations, landscape features, encroachments and existing pavement on site. Any survey map last re-dated prior to 60 days before the application filing date shall be accompanied by an affidavit from the applicant, owner or occupant, i.e. someone with personal knowledge, that the survey map accurately shows the state of facts of the survey map as of the date of the application filing or if it does not the affidavit should describe any change features.
3. Legal description of proposed site (Exhibit "C"). The legal description must be in a form sufficient to follow the legal description on the survey map submitted.
4. Drainage, SWPPP if applicable, sanitary sewer, water service plans and specifications for proposed site (certified by a licensed professional engineer). Attach as Exhibit "D" and as applicable, numbered sub-exhibits e.g. "D-1", "D-2" etc.
5. Environmental Assessment Form (Exhibit "E"). A short environmental assessment form (see attached form) may be provided with any application for an unlisted action, however acceptance of same shall not be deemed a waiver by the Town of its right to require a long EAF with appropriate documentary substantiation of answers provided (including without limitation #6 following). For Type One Actions a long EAF must be submitted at time of application.
6. Freshwater Wetlands Letter. Pursuant to 6 NYCRR 663.4(a), where the application involves conduct of regulated activity on freshwater wetlands or adjacent areas, the applicant must obtain either a permit or letter of permission from the DEC or the authorized local government having jurisdiction over the wetland. Any delineation such determination is based on shall likewise be provided. Attach as Exhibit "F" and as applicable, with numbered sub-exhibits.
7. Professional Fees Reimbursement Agreement (Exhibit "G").
8. Disclosure Affidavit. The applicant shall submit an affidavit attesting it has reviewed General Municipal Law §809 and is familiar with the provisions contained therein, that no state officer, or any officer or employee of the County of Onondaga or Town of Manlius has any interest in the person, partnership or association owning the premises subject of the application or making such application, and that no other violation of §809 shall result from such application (Exhibit "H").

9. Filing and Professional Review Fees. At the time of application filing, applicant shall submit \$100.00 in the form of a check payable to the Town of Manlius for Special Permit filing or renewal fees. Site Plan filing and Professional Review fees must be paid per Town Code Fee Schedule prior to commencement of Planning Board advisory review.

10. NOTE: THE ABOVE ARE NOT INTENDED AS AN EXHAUSTIVE LISTING OF THE APPLICATION REQUIREMENTS. THE APPLICANT SHALL BE RESPONSIBLE FOR FAMILIARIZING ITSELF WITH ALL TOWN CODE ZONING, SITE PLAN REVIEW, AND SPECIAL PERMIT REQUIREMENTS, AND THE REQUIREMENTS OF OTHER INVOLVED AND PERMITTING AGENCIES INCLUDING RELATIVE TO SEQRA, GENERAL MUNICIPAL LAW SECTION 239 REVIEW, STATE/COUNTY DOT, DOH AND THE LIKE.

THE FOREGOING NOTWITHSTANDING IT IS ACKNOWLEDGED THAT UPON INITIAL APPLICATION CERTAIN OF THE ABOVE MAY NOT, WITHOUT INITIAL INPUT FROM THE TOWN BOARD OR PLANNING BOARD, BE REASONABLY CAPABLE OF FINAL COMPLETION, AND ACCORDINGLY MAY BE WAIVED OR SUCH REQUIREMENTS RELAXED TEMPORARILY AND UNTIL SUFFICIENT SPECIFIC DIRECTION FROM THE RESPECTIVE BOARDS HAS BEEN GIVEN. AT TIME OF SUBMISSION THE APPLICANT SHALL SPECIFICALLY REFERENCE ANY SUCH REQUEST(S) AND ITS REASON(S) FOR SAME IN A DETAILED ENCLOSURE LETTER DESCRIBING THE SUBMISSION AND EXHIBITS.

RENEWAL APPLICATIONS SHALL REQUIRE ONLY SUCH OF THE FOREGOING INFORMATION AND EXHIBITS AS ARE DEEMED NECESSARY FOR CONSIDERATION OF A RENEWAL PERMIT INVOLVING NO MATERIAL CHANGES FROM OR VIOLATIONS UNDER THE PRIOR ISSUED SPECIAL PERMIT.

APPLICATIONS SHALL BE SUBMITTED IN BOUND TABBED BOOKLET FORM WITH A COVER LETTER, TABLE OF CONTENTS REFERENCING EXHIBITS, AND LEGIBLE 11"by 17" MINIMUM DRAWINGS FOLDED TO LETTER SIZE THEREIN. TWENTY COPIES SHALL BE DELIVERED TOGETHER WITH SEVEN (7) FULL SIZE PRINTS OF ALL DRAWINGS. SUBSEQUENT SUBMISSIONS OF MINOR MODIFICATIONS MAY BE SUBMITTED IN THE SAME MANNER WITH A LETTER REFERENCING THE SPECIFICS OF THE SUBSTITUTION, HOWEVER IF NUMEROUS OR MATERIAL IN NATURE ENTIRE REPLACEMENT SUBMISSIONS MAY BE REQUESTED.

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT “G”

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the “Town”) for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of T. H. Kinsella, Inc. _____: (the “Application”),

T.H.Kinsella, Inc. [name], P.O. Box 7, Fayetteville, New York 13066 [legal address] (“Applicant”) relative to proposed development at Salt Springs Road [project address], Tax Parcel # _____ (see attached), Manlius, New York, and related matters (the “Project”) agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town’s engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of _____, 20____. The Applicant shall deposit an initial sum of \$_____, and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the “Deposit”). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town’s commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

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

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 20____, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

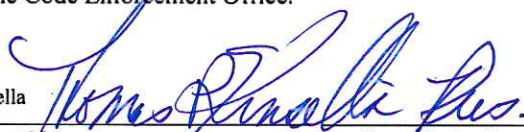
In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: 5/8/25

Thomas P. Kinsella

Print Applicant Name



Applicant's Authorized Signature/Title

President, T. H. Kinsella, Inc.

Applicant Address: P.O. Box 7

Fayetteville, New York 13066

Print Applicant (Principal) Name

Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

Print Applicant (Principal) Name

Applicant's Principal Signature

TOWN OF MANLIUS

By: _____

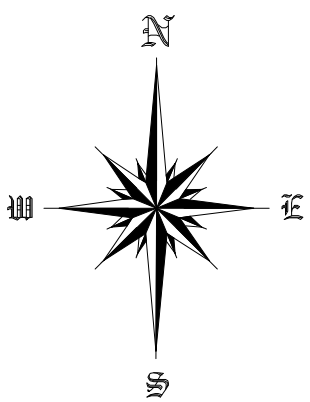
Name: _____

Title: _____

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 zoned NRRD to be added to the existing Natural Resource Removal Permit.



EASTERLY LINE OF
T.H. KINSELLA, INC.
BOOK 3503 PAGE 318

EXISTING MINE LIMITS

POINT OF BEGINNING

PROPOSED MINE EXPANSION LIMITS
AREA = 11.809± Acres

SOUTHEASTERLY CORNER
T.H. KINSELLA, INC.
BOOK 3503 PAGE 318

CENTERLINE
SALT SPRINGS ROAD



Only survey maps with the surveyor's embossed seal are genuine, true and correct copies of the surveyor's original work and opinion.
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 130a, subsection 2, of the New York State Education Law.
The certification is limited to the persons for whom the survey map is prepared and on the behalf to the title company, governmental agency, and the transferee to additional institutions or subsequent owners.
The location of underground improvements, structures, and utilities are not covered by this certificate.



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PROPOSED MINING EXPANSION	
KINSELLA QUARRIES TOWN OF MANLIUS ONONDAGA COUNTY, NEW YORK	
SURVEY AND MAP PREPARED BY: SeGUIN LAND SURVEYING, P.L.L.C. FORREST L. SEGUIN, L.S. 6197 DYKE ROAD, CHITTENANGO, N.Y. 13037 PHONE: (315) 263-1642 FAX: (315) 687-0002	SCALE: 1" = 100' DATE: 6/21/2023 PROJECT NO. 22130 FAX MAP NO. 97-01-30.204 DWG. KINSELLA PAYETTEVILLE

CURRENT NATURAL RESOURCE REMOVAL

PERMIT ZONE CHANGE RESOLUTION

DISCLOSURE AFFIDAVIT

IN THE MATTER

Of

The Application of T.H. Kinsella, Inc. for a
a Natural Resource Removal Permit Pursuant to
Chapter 155, Article III, Section 155-19, of the
Code of the Town of Manlius.

RESOLUTION GRANTING
A NATURAL RESOURCE
REMOVAL PERMIT

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, on the 12th day of February, 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, application has been made to the Town Board of the Town of Manlius to renew a Natural Resource Removal Permit in a "Natural Resource Removal District" for the purpose of allowing the Applicant to continue its quarrying or natural resource removal operations within the Town of Manlius on certain premises described as follows:

"ALL THAT TRACT OR PARCEL OF LAND", situated in the Town of Manlius, County of Onondaga arid State of New York, being part of Farm Lots 67, 68, 77, and 78 in said Town bounded and described as follows:

Beginning at the intersection of the centerline of Salt Springs Road and Townsend Road;

Thence (1) from the above point of beginning S 71-44-30 W along the centerline of Salt Springs Road a distance of 899.00 feet to a point;

Thence (2) N 17-44-20 W a distance of 282.62 feet to a point;

Thence (3) S 71-44-30 W a distance of 421.13 feet to a point;

Thence (4) N 00-14-00 E a distance of 2155.49 feet to a point;

Thence (5) N 88-58-30 W a distance of 882.55 feet to a point;

Thence (6) northerly a distance of 2459.16 feet to a point, said point being on the centerline of New York State Route 5;

Thence (7) northeasterly along the centerline of New York State Route 5 a distance of 314.82 feet to a point;

Thence (8) southerly a distance of 983.4 feet to a point;

Thence (9) easterly a distance of 1914.00 feet to a point, said point being on the east line of Farm Lot 67;

Thence (10) S 00-34-30 W along the east line of Farm Lot 67 a distance of 1355.64 feet to a point;

Thence (11) easterly a distance of 313.56 feet to a point, said point being on the centerline of Townsend Road;

Thence (12) south westerly along the centerline of Townsend Road a distance of 326.6 feet to a point;

Thence (13) along the centerline of Townsend Road on a curve to the left having a radius of 1400 feet a distance of 733 feet more or less to a point of tangency;

Thence (14) S 00-34-30 W along the centerline of Townsend Road a distance of 1283.96 feet to a point, said point being the point of beginning.

Containing 154 acres more or less.

WHEREAS, the Applicant in 2005 also requested a mining permit for additional lands (hereinafter referred to as the "extension lands") which were rezoned to Natural Resource Removal District and which lands are described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Manlius, County of Onondaga and State of New York, being part of Lot 67 and Lot 77 in said Town and being more specifically described as follows:

Beginning at a point in the easterly line of a parcel of land conveyed by John Bender to John O. Bender and recorded in Book of Deeds 165 at Page 22 in the Onondaga County Clerk's office, North 01°-39'-55" East a distance of 664.08 feet measured along said easterly line from the intersection of said easterly line with the centerline of Salt Springs Road,

Running thence South 74°-04'-00" West a distance of 841.29 feet to a point,

Thence North 51°-56'-01" West a distance of 90.68 feet to a point,

Thence North 02°-04'-00" East a distance of 871.62 feet to a point,

Thence North 47°-05'-01" East a distance of 491.26 feet to a point,

Thence North 24°-05'-01" East a distance of 184.10 feet to a point,

Thence North 01°-05'-00" East a distance of 379.26 feet (crossing the division line between Lot 77 and Lot 67 of the Town of Manlius and into Lot 67 of said Town),

Thence North 46°-30'-00" East a distance of 210.58 feet to a point,

Thence South 88°-05'-00" East a distance of approximately 304.06 feet to a point,

Thence South 01°-39'-55" West (crossing said division line between Lot 67 and Lot 77 of the Town of Manlius into Lot 77 of said Town), a distance of approximately 1713.29 feet to the point of beginning.

Containing 28.737 Acres of land more or less.

Subject to easements, covenants and restrictions of record.

WHEREAS, the existing quarry and the extension lands described above shall in combination be referred to as the "Affected Lands"; and

WHEREAS, at a public meeting held March 12, 2003, the Town Board granted the zone change request and declared that the renewal of the former mining permit and the granting of the new mining permit covering the 29± acres described above would be appropriate and in the interests of the residents of the Town and will not adversely affect the health, safety, and welfare of the citizens of the Town of Manlius;

WHEREAS, at public meetings held in 2011 and 2017, the Town Board renewed the above-referenced Natural Resource Removal Permit, and, the Applicant is requesting another renewal through December 31, 2031.

NOW, THEREFORE, be it

RESOLVED, that the Applicant be, and it hereby is, granted an extension of the Natural Resource Removal Permit pursuant to the provisions of Chapter 155, Article III, Section 155-19, of the Town of Manlius Municipal Code for the purpose of quarrying or natural resource removal operations located in the Town of Manlius on the Affected Lands consisting of the 183± acres heretofore described; and be it further

RESOLVED, that the attached Natural Resource Removal Permit shall be issued by the Town Clerk upon the agreement in writing by the Applicant to the conditions imposed by this Natural Resource Removal Permit.

NATURAL RESOURCE REMOVAL PERMIT

This Permit will continue in force until terminated by the Town Board for breach of one or more of the conditions pursuant to which it is granted, and the implementation thereof will be in accordance with the following conditions:

- (1) This Permit, and the uses allowed pursuant thereto, shall expire on December 31, 2031.
- (2) This Permit, and the privileges granted thereunder may be transferred only after written notification has been provided to the Town Clerk and the Codes Enforcement Officer of the name, address and telephone number of the transferee prior to such transfer.
- (3) No new or different future use of the Affected Lands after quarrying operations cease shall be permitted on these lands, other than to leave them in their reclaimed, post-mining state, without written approval by resolution, after public hearing, by a majority of the Town Board.

Applicant, on behalf of itself and its successors, hereby waives any right to claim that the Town has acted arbitrarily or capriciously in refusing to grant approval for any future use of these lands after the completion of all or part of the anticipated quarrying operations, and this condition represents a waiver of any claim of inverse condemnation or a taking without just compensation.

- (4) The Affected Lands shall never be used as a landfill, junkyard, or for the storage, disposal or reclamation of solid and/or hazardous waste and the Applicant shall provide a recorded covenant to the Town to this effect prior to the issuance of this permit.

THE QUARRY COMMISSION

- (4) By resolution dated April 24, 2024, the Town established the Quarry Commission. Quarry Commission replaces the former Quarrying Monitoring Committee. The quarrying operations as permitted and regulated by this resolution shall be monitored and overseen by the Quarry Commission in accordance with the resolution establishing the Quarry Commission dated April 24, 2024. *The Quarry Commission shall make reasonable determination as to manner in which properties adjacent to the quarry may be advised of known blasting.*

QUARRYING HOURS

- (5) No quarrying operations of any kind shall be conducted in the Town of Manlius prior to 7:00 a.m. nor after 4:00 p.m., local time, Monday through Friday, and no earlier than 7:00 a.m. nor later than noon on Saturday, except the operations may begin at 6:00 a.m. for the purpose of loading trucks in the vicinity of the crusher

only and snow plowing. No quarrying operations shall be conducted on Sunday. There shall be no blasting on Saturday or Sunday, legal holidays, or earlier than 9:00 a.m. or later than 4:00 p.m.

BLASTING CONTROLS

(6) There shall be no blasts of a size or at a location which contravene the standards and tests now or hereafter developed by the United States Department of Interior, Bureau of Mines, or other governmental agencies, including the Town of Manlius. There shall be employed the most effective blasting methods practical and techniques now or subsequently developed, using the highest commercial standards, to control noise, dust, and vibration in open pit mines or commercial quarries. Measures to reduce blasting impacts shall include but shall not be limited to, the following measures:

- (a) use smallest bore holes practical;
- (b) use smallest blast face height practical;
- (c) use smallest multiple delayed charges in bore holes practical;
- (d) use smallest bore diameters practical;
- (e) angle blast face away from nearby structures to the greatest extent possible;
- (f) provide greatest distance from bore holes to the exposed rock face as is practical; and
- (g) provide maximum inert cover material practical over the charges in each hole.

The maximum allowable charge weight shall be determined by the "scaled distance formula", but in no circumstances shall be larger than 300 lbs/delay, with a minimum of 8 milliseconds between delays. This may be modified by the Town Board after appropriate demonstration and testing data are provided by the Applicant demonstrating that a shorter delay can provide equal or greater environmental protection.

(7) Blasting shall not occur more than once a week on average over the course of a year and shall not occur more than five times in a given month. The Applicant may seek amendment to this provision if it can be demonstrated that using more frequent smaller blasts reduces blasting impacts.

(8) The Applicant shall monitor and report the effects of blasting. All monitoring shall be done according to high scientific standards by qualified personnel. The Town Board may supervise any such testing by retaining personnel to review the procedure and monitoring program. Such reviewing personnel shall be paid by the Town, and the Town shall be reimbursed by the Applicant. The following further conditions shall apply to monitoring and reporting:

(a) Air concussion and ground vibration:

- (1) Two monitoring points shall be established by the Town and the Applicant around the perimeter of the quarry operator's property. One point shall be in or near the Changing Season Subdivision (to the northwest), and the second point shall be along Salt Springs Road (to the south).
- (2) Applicant shall develop a grid system to cover those areas in the older quarry and in the newer quarry that have not been completely mined. This grid system shall be used to plot the location of each blast conducted in the quarry.
- (3) Seismograph readings shall be made of each blast which shall include the location of the blast on the grid, the time, the date, the distance from seismograph, the pounds per delay, the angle of the quarry face as measured from some fixed point (e.g., true North) and the approximate elevation of the blast. Recordings of seismograph readings shall be independently analyzed.
- (4) Seismograph readings shall be taken for every blast at the Changing Seasons monitoring point. In addition, seismograph readings shall also be taken at the Salt Springs monitoring point if the blasting is closer to the residences to the South than it is to Changing Seasons.
- (5) Before any blasting takes place in the extension lands, the Applicant shall complete Vibra-mapping of the site.
- (6) If required monitoring reports reveal one or more occasions where the recorded peak particle velocity of any blast exceeds .5in/sec. on any measured plane, the Applicant will present the Town with a summary report and mitigation plan before any additional blasting can occur.

(9) Weather conditions such as wind speed and direction, temperature inversions, and other atmospheric conditions must be considered by the Applicant when blasting is conducted so as to minimize air blast and dust effects on surrounding properties. Should blasting in certain weather conditions nonetheless become a cause of adverse impacts upon neighboring properties, it shall so report to the Town Board with a recommendation whether specific weather related criteria shall be developed to restrict blasting in certain conditions. The Town Board may then direct the development of such criteria by an Engineer designated by the Town and/or an appropriate consultant for review and approval by the Town Board. Any costs associated with the development of such criteria will be borne by the Applicant.

(10) T.H. Kinsella, Inc. shall be strictly liable, without regard to negligence or fault, for any bodily injury or property damage (including, among other things, damage to underground wells or water supplies) which occurs off its property and is caused by its blasting or other operations provided

(a) with respect to any bodily injury or property damage, other than damage to underground wells or water supplies, that it receives notice of the injury or damage within five days of the incident and the claimant affords it full opportunity for reasonable investigation;

(b) with respect to any bodily injury or property damage relating to underground wells or water supplies, that it receives notice of the injury or damage within 30 days of the incident and the claimant affords it full opportunity for reasonable investigation.

This provision shall not diminish any rights under the law.

In the event there is a disagreement as to whether there has been damage caused by T.H. Kinsella, Inc.'s blasting or as to the amount of damage caused by such blasting, the disagreement shall, at the election of the claimant, be submitted under the Rules of the American Arbitration Association for final settlement by a single arbitrator. T.H. Kinsella, Inc. shall take the steps necessary to institute arbitration proceedings upon demand of the party claiming damage, providing (1) at least two meetings to settle the disagreement have taken place between the aggrieved party and T.H. Kinsella, Inc. and (ii) the Town Board has been notified of the claim. Regardless of the outcome, if the arbitrator shall determine that the claim was presented and pursued in "good faith" and with reasonable cause, T.H. Kinsella, Inc. shall pay all of the expenses of the arbitration, including not more than \$2,000.00 for counsel and consultant fees and expenses of the claimant.

NOISE CONTROL

(11) The Applicant shall diligently pursue in the quarry an aggressive noise abatement program to obtain the optimum reduction, as promptly as practicable within the best and highest commercially available technology. This abatement program includes, but is not necessarily limited to, the following:

- (a) mufflers and other devices for reducing equipment noises,
- (b) the potential for optimum noise control in new equipment as it is purchased,
- (c) regular maintenance procedures directed to the control of equipment noise,
- (d) any advantage which can practically be taken of distance, quarry faces, and natural topography to reduce noise,
- (e) practices which will eliminate unnecessary operating noise,
- (f) instructions, training, and regulations for operating personnel to make them conscious of and responsible for the control of unnecessary noise,
- (g) modifications of equipment to reduce the emission and transmission of noise, and
- (h) methods devised for the reduction of the transmission of sound.

Applicant shall provide to the Town an annual report summarizing incremental activities undertaken to reduce noise.

(12) Blasting noise shall be monitored at the same location as the vibration sensors using a d(B) meter. Readings for continuous noise shall be taken once a month (varying from month to month as to time of day) while the quarry is under normal operation. In no event shall the maximum noise level exceed 120d(B) for any blast nor a

continuous noise level of 85dBA for other normal operations. At least 95% of the continuous noise level readings shall be below 82dBA over the course of one year. It is the intent of this provision that noise levels at the property line not exceed the stated criteria. When measuring noise every effort shall be made to eliminate the following from the readings: motor vehicles licensed to operate on public highways, natural sounds, e.g. birds, thunder, rain, etc.; all other sound sources emanating from sources located outside the boundaries of the quarry, e.g. lawn mowers, air craft, snowmobiles, etc.

AIR QUALITY

(13) All equipment shall be in compliance with Title 40, Code of Federal Regulations ("CFR"), Part 60, Subpart 000 and any other applicable rules/laws.

(14) Every year, the Applicant shall conduct opacity monitoring of the crusher in accordance with Title 40, CFR Part 60, Subpart 000. Specifically, Applicant shall monitor the Pennsylvania Jaw Crusher, the 50" x 48" Cederapids Impact Crusher and the Telsmith 1100 Cone Crusher (or their equivalent or replacement). Monitoring shall be in accordance with EPA's Reference Method 9 (40 CFR 60, Appendix A), by a certified visual emissions evaluator, and shall be conducted under normal operating conditions.

(15) Adequate provision shall be made to assure that mud, silt and dust shall be contained within the confines of the Applicant's property. This shall include, but not necessarily be limited to, the regular treatment of quarry roads with environmentally acceptable materials to control dust from traffic.

(16) Applicant shall annually submit a Fugitive Dust Control Plan. In addition to the Fugitive Dust Control Plan, the Applicant shall summarize annually the actions taken incrementally improve the air quality within and around the quarry.

(17) Should airborne particulates generated by the quarry become a problem in the future, the Town Board, upon the recommendation of the Engineer designated by the Town may, in its sole discretion, require appropriate air monitoring. The actual location shall be selected after consultation with the Engineer designated by the Town or a consultant designated by the Town Board. The testing shall be conducted by the Applicant's personnel, but the procedures and criteria shall be reviewed by the Town Board or its designees at the Applicant's cost.

RECLAMATION

(18) The reclamation activities of the Applicant must be continuous with operations under this Permit, and must conform to the following requirements:

- (a) Appropriate vegetation must be established on all earth slopes or surfaces, whether temporary or permanent, according to the supervision of the Engineer designated by the Town.
- (b) All refueling and storage areas must be appropriately paved and diked or outside the quarry pit.
- (c) All reclamation stockpiles should be seeded to minimize erosion potential.
- (d) Reclamation shall be reviewed on a regular basis, at no longer than one year intervals, by the Engineer designated by the Town to insure the use of benching, terracing, plantings and non-uniform landscaping in order to produce a result that resembles, to the maximum extent practicable, natural landforms and vegetation. Costs associated with such review shall be borne by the Applicant.

The Town Board shall review both the final detailed plans for reclamation and the completed reclamation work for compliance with these criteria and, if necessary, require appropriate modifications of the Applicant.

(19) Unless a more stringent requirement is set forth in other provisions of this Permit, the Applicant shall conform with its Application and representations and suggestions set forth in its documentation previously submitted to the Town. The Applicant shall reclaim the Affected Lands in accordance with its application and impact statement and the requirements of this Permit.

GROUNDWATER

(20) The Applicant shall maintain three monitoring wells under the supervision of the Engineer designated by the Town, for the purpose of providing regular ground water sampling and testing to confirm that the quarry has no adverse impact on ground water in the Town of Manlius. Results of the water tests shall be included in annual reports to the Town. The wells shall be tested twice yearly for yield and turbidity and hydrocarbons and, if in the opinion of the Engineer designated by the Town other parameters need investigation, they shall designate such parameters for testing.

(21) There shall be created no external drainage channel or outlet from within the quarry.

MODIFICATIONS AND RENEWAL

(22) Upon any application to renew this Permit, the Town Board shall conduct a public hearing after public notice.

(23) The parties to this Permit also agree that all of these conditions may be amended, waived, or modified by the mutual written agreement of the majority of the Town Board of the Town of Manlius and the Applicant. Nevertheless, and in addition to other conditions and reservations of rights, this Permit may be modified

or rescinded by the Town of Manlius in its sole discretion, after a public hearing, if substantial unanticipated adverse environmental effects arise from the Applicant's operations in the Town of Manlius.

(24) No additional access point to the mining operations on the Affected Lands shall be established without the written approval of the Town Board of the Town of Manlius.

ENFORCEMENT AND LIABILITY

(25) All rights of enforcement pursuant to this Permit shall lie with the Town and shall be in the Town's sole discretion, and no independent third party rights are herein created. The Town shall have all available means of enforcement of these conditions, agreements, and covenants allowed by law, and including, among others, injunctive relief and money damages.

(26) The Applicant shall publish and maintain a telephone number at which number complaints may be registered, and a person shall be available at this number during regular working hours to record and respond to such complaints. A written copy detailing each complaint and the Applicant's response shall be filed within ten (10) days of such complaint with the Town Code Enforcement Officer.

(27) The Town Board may retain a consulting engineer to review all submittals, proposals, and compliance activities of the Applicant in connection with this Permit. The full cost of the services and disbursements of this engineer shall be reimbursed to the Town by the Applicant within ten (10) days of demand for reimbursement being forwarded to the Applicant. Any failure to make such reimbursement to the Town is a basis, at the discretion of the Town Board, to rescind this Permit. This consulting engineer shall make all reviews and submit recommendations to the Town Board on request.

(28) The Applicant, by accepting this Permit, specifically waives any rights which it may have to quarry the lands described in its Application except pursuant to each and every condition in this Permit, and the Applicant acknowledges that it is fully subject to the said terms.

(29) This Permit shall not represent a waiver of any other requirement pursuant to any law, ordinance, regulation, or legally enforceable condition.

(30) The Applicant herein specifically represents that it owns in fee simple all of the Affected Lands described in its Application, and no other interest is outstanding in said lands nor any other condition or restriction applies to said lands which would interfere with the Applicant's full compliance with this Permit.

(31) The Town of Manlius assumes no liability to any third party nor to the Applicant for the enforcement or non-enforcement of this Permit.

(32) Any provision or condition in this Permit which is held to be invalid by any Court shall not affect the validity or enforceability of any other provision in this Permit.

SEVERABILITY

(33) If any condition in this Permit is held to be invalid by any Court, the Town Board reserves the right to further modify this Permit by its sole action, after public hearing, in order to substitute a valid condition or conditions to replace the conditions so held to be invalid in order that the safeguards and purposes of this Permit are not diminished, or, if no such valid condition or conditions can be substituted, to determine whether the condition declared invalid is so significant and important to render the permit or zone change no longer valid.

SUCCESSORS AND ASSIGNS

(34) All references in this Permit to the Applicant shall include any successor in interest to the Applicant and any successor in interest to any of said Affected Lands. Any such successor shall be fully bound by the conditions in this Permit. Furthermore, the Applicant herein agrees and certifies to the Town of Manlius that it will give written notice to any successor in interest specifying each and every condition in this Permit and each and every additional condition established by the Town of Manlius, and such successor in interest shall specifically accept and acknowledge said conditions and agree to be fully bound by such conditions. The failure of the Applicant to fully comply with this condition shall allow the Town of Manlius to recover any and all damages to the Town arising from such non-compliance, and the Applicant herein specifically indemnifies the Town of Manlius for any loss, including attorneys fees, which arise from such noncompliance.

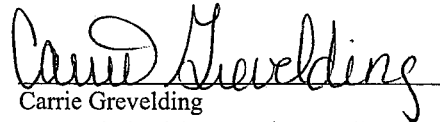
The Applicant, by the acceptance of this Permit, agrees to all of the above terms and conditions, and in the event it shall fail, for any reason, to substantially perform any of the said terms and conditions on its part to be performed, said Permit shall be revoked.

The undersigned, Thomas P. KinSELLA, does accept the foregoing Natural Resource Removal Permit and agrees to perform all of the terms and conditions thereof.

T.H. KINSELLA, INC.

By: Thomas P. KinSELLA

The Applicant, by acceptance of this Natural Resource Removal Permit, agrees to all of the above terms and conditions, and in the event it shall fail for any reason to perform any of the said terms and conditions on its part to be performed, said Permit shall be revoked.



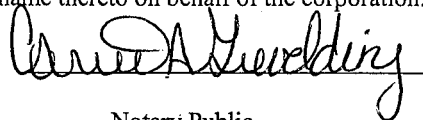
Carrie Greveling
Town Clerk of the Town of Manlius Onondaga
County, New York

STATE OF NEW YORK)

) ss.:

COUNTY OF ONONDAGA)

On this 28th day of February, 2025, before me personally came Thomas Kinsella, to me personally known, who, being by me duly sworn, did depose and say that he resides in Fayetteville, New York, that he is the owner of T.H. KINSELLA, INC., the corporation described in, and which executed the within Instrument, and that he signed his name thereto on behalf of the corporation.



Notary Public

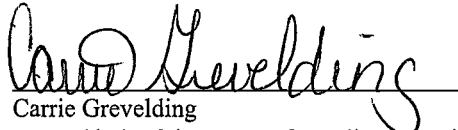
Carrie A Greveling
Notary Public, State of New York
Registration No. 01GR0022134
Qualified in Onondaga County
Commission Expires March 13, 2028

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 12th day of February, 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 15th day of February, 2025.

DATED: February 15, 2025
Fayetteville, New York


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

IN THE MATTER

Of

LOCAL LAW 2025-2 THE APPLICATION OF T.H. KINSELLA, INC. FOR A CHANGE OF ZONE FROM RESTRICTED AGRICULTURAL (R-A) TO NATURAL RESOURCE REMOVAL DISTRICT (NRRD)	RESOLUTION ENACTING LOCAL LAW
--	--

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive, 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 9th 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
Virtual	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 from Restricted Agricultural (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 in the Local Law set forth below (the “Property”);

WHEREAS, the Town Board is considering this zone change under Local Law 2025-2, as set forth below:

**LOCAL LAW 2025-2, 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 of 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 attached as Exhibit A

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 Removal 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 Removal Permit;
2. After the zone change, the Town Board must review the criterion necessary for the issuance of a Natural Resource Removal 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 are beneficiaries of certain protections from mining operations due to private covenants and agreements entered into with the neighbors, and further consideration to benefit the neighbors are set forth in the current Natural Resource Removal Permit. Any future Natural Resource Removal Permit involving this property may potentially provide considerations to these neighboring properties.

And be it further

RESOLVED, that based on the FINDINGS and DETERMINATIONS set forth above, the Town Board hereby approves Local Law 2025-2 as set forth in this Resolution; and be it

FURTHER RESOLVED that the Town Clerk is hereby ordered to file Local Law 2025-2 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 9th 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 9th day of April, 2025.

DATED: **April 9th, 2025**
 Fayetteville, New York


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

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 KING being duly sworn, deposes and says that (s) he is:

CORPORATION OFFICER OF APPLICANT
(applicant, petitioner, corporation officer, property owner, etc.)

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

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

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

-OR-

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

Date: May 9, 2025.

Date: _____, 20____.

Thomas P. Kinsella
(Print Name)

(Print Name)

Thomas P. Kinsella
(Signature)

(Signature)

T.H. Kinsella Inc
(Entity Name)

(Entity Name)

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 9TH day of MAY in the year 20 25, before me, the undersigned, a notary public in and for said state, personally appeared THOMAS P. KINSELLA, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

Aaron D. Howard
Notary Public

Aaron D. Howard
Notary Public, State of New York
Reg. No. 01HO6151537
Qualified in Onondaga County
Commission Expires August 21, 2026

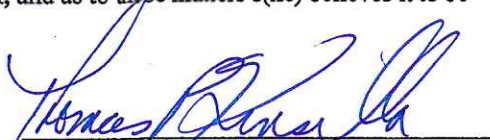
CORPORATE ACKNOWLEDGEMENT

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 9th
Of MAY, 20 25

Aaron D Howard
Notary Public

Aaron D. Howard
Notary Public, State of New York
Reg. No. 01HO6151537
Qualified in Onondaga County
Commission Expires August 21, 2026

RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE
AND MINED LAND USE PLAN



RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE AND MINED LAND USE PLAN

**T. H. KINSELLA, INC.
FAYETTEVILLE QUARRY
MANLIUS, NEW YORK**

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MLF # 70077**

Prepared for:

T H Kinsella Inc.
8086 State Route 5
Manlius, New York 13066

Prepared by:

JMT of New York, Inc.
19 British American Boulevard
Latham, New York 12110

Submitted: October 2021
REV.01: January 2023
REV.02: May 2025

Project No: 19-02095-003





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Fayetteville Quarry

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FIGURE

FIGURE 1	SITE LOCATION MAP
FIGURE 2	NOISE PROJECTION SCENARIOS

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APPENDIX A	MINING PERMIT APPLICATION & ORGANIZATIONAL REPORT FORM
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APPENDIX C	SOUND LEVEL DATA SHEETS AND FIELD NOTES



1.0 INTRODUCTION

This report constitutes a renewal and modification application for Mined Land Reclamation Permit #7-3138-00014 (“MLR permit”) and an updated Mined Land Use Plan (MLUP) for the T.H. Kinsella, Inc. (Kinsella) -Fayetteville Quarry (MLF # 70077), located in the Town of Manlius, Onondaga County, New York. This MLUP summarizes updated mining and reclamation plans for the development and operation of the Fayetteville Quarry. This application and MLUP seeks to renew the existing permit and proposes an additional mining area on lands owned by Kinsella, bordering the western extent of the permitted Life-of-Mine (LOM). This report also supplements the application to amend the Town of Manlius Natural Resource Removal Permit for the Fayetteville Quarry. Included herewith is a Renewal and Modification Application for Permit to Mine, an Organizational Report Form, Full Environmental Assessment Form (EAF), updated Mine and Reclamation Plan Maps, and Final Grade Profiles, which illustrate the mining limits as proposed in this application.

The information presented in this document is submitted in compliance with the application requirements contained in Article 23, Title 27, of the New York State Environmental Conservation Law and known as the Mined Land Reclamation Law (MLRL).

Mining is not prohibited at this site. The site is an active limestone quarry.

2.0 MINE PLAN

2.1 SITE LOCATION AND HISTORY

This report is an updated MLUP for the Fayetteville Quarry (MLF # 70077), located in the Town of Manlius, Onondaga County, New York. The mine site is located at 8086 New York State Route 5 and occupies a portion of the approximately 324-acres of land owned by Kinsella. Kinsella is submitting this application to renew the existing MLR permit and to extend mining operations to the west and south onto additional land owned/controlled by Kinsella.

Updated topographic information is included with this submission that is a combination of Light Detection and Ranging (LIDAR) data from New York State Geographic Information Systems Clearinghouse (FEMA-Oneida Subbasin 2016/2017) and GPS face location update by JMT of New York, Inc. (JMT), completed December 2020. Additionally, Kinsella retained SeGuin Land Surveying, PLLC. to provide a legal description of the proposed expansion area. Development of the legal



RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE AND MINED LAND USE PLAN Fayetteville Quarry

description and associated field survey effort led to minor updates to the attached Mine Plan Map and Mine Permit Application form that are associated with a more accurate understanding of existing mine limits and the proposed modification area. As a result, the Life-of-Mine affected area has been revised from 97.5 acres to 98.1 acres. These updates reflect technological improvements and updated mapping and calculation techniques only, and do not constitute substantive changes to the mine boundary. This change is reflected on the Mine Plan Map, Reclamation Plan Map, Mining Permit Application Form, and within this report.

This modification proposes to add 11.8 acres to the currently approved 98.1-acre LOM boundary, for a total of 109.9+/- acre LOM affected area, and a 101.8+/- acre 2021-2026 Permit Term affected area. Figure 1, “Site Location Map”, illustrates the location of the mine site and its relationship to the surrounding area. The mine site is bound by Salt Springs Road to the south, suburban and vacant land to the west, New York State Route 5 to the north and agricultural lands to the east. Operations at the site currently entail the extraction of limestone within the current LOM. The limestone is then processed onsite for sale as aggregate and other similar saleable products.

2.2 ENVIRONMENTAL SETTING

2.2.1 Adjacent Land Use Features

The land use in the vicinity of the Fayetteville Quarry has not changed significantly since the inception of the mining operation. The regional setting is mainly residential and agricultural. The closest urban area is the City of Syracuse which is located approximately 10 miles northwest of the mine site.

2.2.2 Man-made Features

The Fayetteville Quarry is an operating quarry that mines rock, crushes and sorts the stone into various sizes, and distributes/sells the materials to various entities/customers. Man-made features on the site include all equipment and structures for the administration and production of aggregate. This includes a truck storage building, scale, maintenance building, and office building. Other features include disturbed areas created during previous mining activity such as internal access roads, processed material, overburden storage piles, screening berms, and stormwater management ponds. The proposed 11.8-acre expansion area is comprised of previously disturbed lands located west and south of the permitted LOM boundary and within the safety/security berm that wraps around the western edge of the site.



2.2.3 Site Topography

The topography of Kinsella's controlled acreage slopes towards the northwest and elevations range from approximately 540 ft amsl near the entrance of the mine access road to approximately 850 ft amsl in the southwestern corner of the site property (see Sheet 1). Where the excavation area has been thoroughly mined (at the northwestern most mine-face), the floor reaches approximately 715 ft amsl. The topography in the proposed expansion area extends from 767 ft amsl at the southern mine face to 815 ft amsl along the southeastern border.

2.2.4 Wetlands and Water Resources

There are no wetlands or water resources within the proposed expansion area.

The site contains one classified stream and one state-regulated wetland. Pools Brook is located in the northeast corner of the property. Pools Brook is designated as Class "C" water with a C(T) Standard, which falls under the jurisdiction of the NYSDEC, Region 7 (Title 6 NYCRR Part 931). Best usage of Class "C" waters is for fishing. According to Title 6 NYCRR Part 701.8, these waters shall be suitable for fish, shellfish, and wildlife propagation and survival. Title 6 NYCRR Part 701.25 Trout Waters (T or TS) defines T as meaning trout waters. It furthermore states "any water quality standard, guidance value, or thermal criterion that specifically refers to trout, trout waters, or trout spawning waters applies." The brook is not considered a Total Daily Maximum Load (TMDL) watershed.

Stormwater from impervious surfaces (parking lots), lawn, soils, stone and wooded areas collects in the entrance/office area. A system of catch basins collects runoff from the paved parking and scale areas. The catch basin system directs runoff into a stormwater management (detention) pond, which in turn discharges through a 24-inch pipe onto a riprap spillway and offsite eventually reaching Pools Brook. This location is identified as permitted Outfall 001. Outflow passes through an oil and debris stop before entering Pools Brook.

Stormwater generated in the excavation area is retained within the quarry and is managed internally through the on-site stormwater pond system. Only stormwater originating in the entrance area is discharged to Pools Brook.



2.2.5 Vegetation

Vegetation within the existing mine site and proposed expansion area is variable. Within the existing LOM affected area, vegetation has been removed. In the proposed, previously disturbed expansion area, vegetation is limited, consisting mostly of grass and shrubs where present.

2.2.6 Wildlife

The mine site, including the proposed expansion area, may be habitat for common small animals such as squirrels, rabbits, woodchucks, and other transient species. All of the proposed-expansion area is within the existing safety berm, limiting the occurrence of larger game animals.

Searches of the USFWS iPaC database and the NYSDEC EAF Mapper both indicate the potential for one threatened animal species: the Northern Long-eared Bat. USFWS iPaC also identified the following species: Indiana Bat (endangered) and Eastern Massasauga (threatened); however, no critical habitats were identified.

The Indiana Bat has the potential to exist nearby in wooded areas, since those areas may provide suitable habitat for the species, if shagbark hickory or maples are present. According to the USFWS, Indiana bats feed almost exclusively on insects. It is unlikely that the bat would be impacted by the expansion of the mine, as the expansion area is composed of previously disturbed grassland and small shrubs, and provides no suitable habitat.

According to the USFWS, the preferred habitat for Northern Long-eared Bats (NLEB) during the summer is underneath bark or in cavities of trees (both live and dead). They also describe the possibility for males and non-reproductive females to roost in cooler places, such as caves. Winter habitat consists of caves. Threats to the species include White-nose Syndrome, loss or degradation of habitat, impacts to hibernacula, and windfarm operation. It is unlikely the species would find habitat on-site, as the expansion area consists of grassland and previously disturbed areas, and the current LOM affected area has primarily been cleared and disturbed by mining-related activities. Furthermore, there have been no observances of the species on-site or in close-proximity to the site.

NatureServe Explorer, the database for the NY Natural Heritage Program, describes the Eastern massasauga as living in wet areas, including marshes, prairies, and low-lying areas near open water, which the expansion area does not exhibit. The database also states the species eats small rodents and in some rare instances amphibians and other snakes. Again, since this facility is an active quarry and no



RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE AND MINED LAND USE PLAN Fayetteville Quarry

wet meadow or boggy areas are known to occur within the LOM or proposed expansion area, it is not expected that this species would be present on-site or be impacted by mining activities within the existing quarry or the proposed expansion area.

2.2.7 Cultural and Aesthetic Resources

There are no identified cultural or historical resources at or adjacent to the expansion area. However, the site is located within a 5-mile radius of several National and State Registries of Historic Places, and aesthetic resources. It is not anticipated the expansion will adversely impact or have the potential to impact any of the aesthetic resources. Please refer to *Table 1: Inventory of Aesthetic Resources* included as an attachment to Full Environmental Assessment Form (EAF) (Appendix B) for a complete list of aesthetic and cultural resources within a 5-mile radius of the site.

2.2.8 Noise

The NYSDEC Noise Policy “Assessing and Mitigating Noise Impacts” (October 2000, Revised February 2001) states that,

“Noise is defined as any loud, discordant or disagreeable sound or sounds. More commonly, in an environmental context, noise is defined simply as unwanted sound. Certain activities inherently produce sound levels or sound characteristics that have the potential to create noise. The sound generated by proposed or existing facilities may become noise due to land use surrounding the facility. When lands adjoining an existing or proposed facility contain residential, commercial, institutional or recreational uses that are proximal to the facility, noise is likely to be a matter of concern to residents or users of adjacent lands.”

The area surrounding the Fayetteville Quarry proposed expansion is dominated by open space, agriculture, and residential land uses.

JMT collected baseline ambient sound levels at a representative receptor location adjacent to the proposed expansion area to confirm the environmental noise setting, and for use in impacts analysis presented in Section 2.4.4. The ambient monitoring location was selected based on proximity to and representative nature of adjacent land uses in the vicinity of the proposed expansion. Monitoring was conducted on September 21, 2021 with a Class 1 noise meter equipped with microphone windscreen,



RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE
AND MINED LAND USE PLAN
Fayetteville Quarry

over two, non-consecutive 30-minute periods to ensure representative samples. The quarry was in operation during ambient sound level collection and measurements are reflective of current mining operations. The Ambient Monitoring Location is indicated on Figure 2.

TABLE 1
OBSERVED AMBIENT SOUND LEVELS

Location	Laeq 1	Laeq 2	Laeq Average (Logarithmic)
A1	60.80 decibels (A)	57.6 decibels (A)	59.48 decibels (A)

2.3 DESCRIPTION OF MINING METHOD

Including the proposed expansion, the Fayetteville Quarry operation will affect 101.8 acres during this permit term, and will continue to function in the same manner as currently authorized. The following is a general description of the current and proposed mining operation:

2.3.1 Mining Method

The method of material extraction within the expansion area will be consistent with the previously reviewed and approved Mined Land Use Plan for the mine site. Limestone will continue to be excavated by drilling and blasting operations and then loaded onto haul trucks for sale or transported to the onsite processing plant for production of saleable aggregate. Expansion into the proposed affected area will be accomplished in a similar manner.

2.3.1.1 Excavation Equipment

Consistent with current excavation activity at the Fayetteville Quarry, standard industry equipment will be used to strip, excavate, and haul materials from faces. Bulldozers, scrapers, front-end wheel loaders, haul trucks and other standard industry equipment will be used as needed to accomplish each task.

2.3.1.2 Mining Sequence

The Mining Plan Map (Sheet 1) illustrates the limits of the currently approved and proposed affected area within which mining will take place over the duration of mining operations. The affected area for the Fayetteville Quarry has been revised from the previously approved application to include the proposed expansion area as illustrated on the Mining Plan Map, Reclamation Plan Map and Final Grade Profiles (Sheets 1, 2, and 3).



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Topsoil and overburden materials have been removed from a majority of currently approved mining areas, and much of the unconsolidated material (overburden) overlying the limestone resource in the expansion area was excavated and used in the construction of the existing Town of Manlius perimeter security berm. The mining sequence into the proposed expansion area will be initiated by the stripping and stockpiling of any remaining topsoil and overburden in onsite stockpiles and berms. All material stored will eventually be used as needed for reclamation purposes. Consistent with current practice, Kinsella will remove only enough overburden to accommodate one to two years of mining activity. Removal of vegetative cover such as grasses, brush, shrubs, and trees will also be restricted to that area required for approximately one to two years of mining to minimize erosion and habitat disturbance.

To the greatest extent possible, topsoil and overburden will be stockpiled separately. Any newly generated topsoil, overburden stockpiles and berms will be constructed with slopes no greater than one and one-half horizontal to one vertical (1.5:1) to minimize erosion and ensure stable slopes. The height of the stockpiles will be variable. Stockpiles and berms will be constructed in a neat, orderly fashion in accordance with typical industry practices.

Following removal of any remaining vegetation, topsoil and overburden, Kinsella will employ a licensed blaster to conduct blasting activities. Shotrock will be removed from the face via industry standard equipment and hauled to the processing area for crushing and screening into construction aggregate and similar products.

Kinsella will continue to progress existing mining faces within the currently approved area, and to the west, into the proposed expansion as dictated by market constraints. Haul roads, in addition to those already in existence, will be constructed as necessary within the mine site to provide access to all excavation areas.

2.3.1.3 Grading and Setbacks

All New York State Department of Environmental Conservation (NYSDEC) setback requirements will be observed around the perimeter of the mine site, including that of the expansion area. All other NYSDEC slopes and grading requirements will continue to be followed. The outer perimeter of the affected area will remain setback at least 25 feet from the property line, with the exception of the access road entrance at New York State Route 5. Grading throughout the remainder of the mine will adhere to previously approved mining and reclamation plans and regulatory setbacks. Active excavation areas will be graded internally to prevent stormwater from leaving the site.



2.3.1.4 Roadways

There will be no additional access points from public roadways into the mine site as a result of the expansion area. Internal haul routes will be progressively adjusted, as is the current practice, to access active excavation areas. As mining activity progresses, internal roads will be systematically "mined-out" or reclaimed as they are no longer required to access portions of the site.

2.3.1.5 Disposal of Waste Materials

Expanded mining operations into the expansion area will not result in an increase in waste from the mine site. Consistent with approved practices at the Fayetteville Quarry, stripped materials such as brush, shrubs and trees will be chipped for reclamation purposes, buried onsite, or removed to an approved landfill.

2.3.1.6 Traffic

By law, all trucks are required to comply with NYS Vehicle Code 380a-1, which pertains to loose cargo. Kinsella will require all of its on-road trucks to comply with the code.

Truck traffic to and from the site will not be increased by the proposed expansion, as the increase in affected area is a continuation of existing mine operations. The amount of material shipped from the site is controlled by market demand and specific contracts. Continued mining at the site will not create an increase in market demand but will only increase the potentially recoverable reserves (inventory) of the mine.

2.3.1.7 Hours of Operation

Hours of operation will continue to conform with the current approved hours of operation: Monday-Friday 6:00AM-4:00PM, Saturday 7:00AM-12:00PM with no operation on Sundays or holidays.

Major infrastructure improvements, including NYSDOT and local contracts for bridge replacements and paving of high traffic areas, may require delivery of materials beyond the normal hours of operation. In such a case, Kinsella will provide NYSDEC with written notice and request for approval of extended hours, including the reason for the request and applicable contract and operations details, a minimum of seven (7) days in advance of extended operations. Kinsella will copy the Town of Manlius on any extended hour notification or request to NYSDEC.



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Additionally, emergency deliveries may be required during storm events and natural occurrences beyond the control of the operator. In the event of emergency extended hours, Kinsella will immediately notify NYSDEC, via telephone and in writing, and request approval for extended hours. The written notice and request will include the reason for the request, location of the emergency project, and any applicable operations details. The Town of Manlius will also be notified immediately by telephone of any emergency extended hour operations, and copied on any written notification and request to NYSDEC.

2.3.1.9 Site Facilities

Processing Plant

No increase in the size or number of the processing units is proposed to support the continued mining activity in the expansion area. Kinsella anticipates using the same processing plant currently on-site to process material from the proposed expansion area.

Other Facilities

No new buildings will be constructed on-site as a result of continuing mining activities in the proposed expansion area.

2.4 ASSESSMENT AND MITIGATION OF POTENTIAL ENVIRONMENTAL IMPACTS

2.4.1 Potential Impacts to Air Resources

There will be no adverse impacts to local or regional air quality as a result of the expansion of the LOM. Mineral extraction and processing will continue to be conducted as currently authorized. The proposed expansion is a continuation of currently permitted activities and will not result in increased dust or emissions. Vegetated buffers and screening berms, where present, will be maintained.

Kinsella currently employs the following dust suppression techniques at the site and will continue to do so as mining operations continue:

1. Kinsella maintains clean haulageways and access roads, and controls roadway dust with water water spray dust on an as-needed basis;
2. Overburden berms are graded and seeded to prevent wind erosion and help trap any fugitive dust within the property boundaries;



3. Overburden stripping is carefully controlled and will be kept to a minimum in advance of working faces;
4. Trees and other existing natural vegetation are left in place wherever possible, especially around the site perimeter; and
5. Kinsella requires all of their on-road trucks to comply with the NYS Tarp Law

Furthermore, Kinsella has and continues to comply with all applicable regulatory requirements associated with the operation of the mine site. Operations are routinely monitored to ensure compliance with all applicable requirements.

2.4.2 Potential Impacts to Vegetation and Wildlife

Kinsella will limit stripping areas to those needed to accommodate approximately one year's mining. This pattern will ensure that subsequent areas to be mined are left vegetated and available as wildlife habitat or agricultural land until needed for the mining operation. The proposed reclamation measures will ensure that areas are not left exposed and subject to erosion from wind and water. As discussed above, there are no unique habitats within the proposed expansion area, nor is there any suitable habitat for any of the endangered or threatened species identified by the USFWS IPaC and NYSDEC database searches. As such, no adverse impacts to wildlife are expected. However, to address the DEC's concerns as it relates to impacts on potential bat habitat, any clearing of trees will occur between November 1 and March 31. If tree removal is proposed outside this timeframe, Kinsella will notify DEC of tree location, species, diameter at Breast Height (DBH), and timing of removal. Final restoration of each phase will provide a stable vegetative cover that could eventually provide early and mid-successional habitat.

2.4.3 Potential Impacts to Water Resources

Pools Brook is located on-site in the northeast corner of the property. Mining operations occur approximately 0.4 miles southeast of the stream. Stormwater and erosion controls prevent any adverse impacts to the stream. Stormwater which collects in the entrance/office area is treated prior to entering Pools Brook (Outfall 001). Stormwater captured within the expansion area will continue to be managed within the current quarry excavation, which does not present the potential to negatively impact Pools Brook, as it does not enter the stream.



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The proposed expansion does not involve mining below the water table, and will not result in mining activity occurring in closer proximity to water supply wells than is currently authorized. Mining of the expansion area does not present a potential to adversely impact groundwater resources.

2.4.4 Potential Noise Impacts

Noise generated during mining activity originates from the use of equipment to remove material from the active bank faces, haul trucks transporting materials, and the processing facilities. Potential noise impacts from the expansion of mining operations are from the equipment that will excavate and load the shot rock into haul trucks, as well as the haul trucks as they transport material to and from the processing facility.

Numerous measures are employed in the mine plan to minimize noise and reduce impacts to off-site receptors:

1. All equipment is muffled to MSHA standards;
2. Vegetative cover is retained in all areas outside the plant and stockpile areas that are not being mined or prepared for mining;
3. Hours of operation are restricted to periods of normal daytime activity; and
4. Natural barriers created by the active bank faces and overburden berms act as barriers to mitigate off-site noise levels when equipment is operating.

All plant employees and equipment operators are instructed in the operation of equipment to reduce noise. Below is a list of techniques utilized at the site to reduce noise:

1. Employees are instructed in the proper operation and maintenance of all equipment;
2. Employees are instructed not to "race" the engines of any equipment unnecessarily;
3. Employees are instructed to report any operating irregularities in equipment that may increase the level of noise generated by that equipment;
4. Vehicle speeds are controlled to reduce engine and ground noise during interior transport of material; and
5. All plant equipment is properly maintained and secured.

In order to assess potential noise impacts associated with the proposed Fayetteville mine expansion, the following analysis compares existing sound levels at potential receptors in the vicinity of the proposed expansion to projected sound levels during site operation in expansion areas under two scenarios. In accordance with the NYSDEC Noise Policy, comparisons are presented in the form of A-weighted



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average sound pressure levels (L_{aeq}). Existing conditions are discussed in more detail in Section 2.2.8, and existing ambient sound levels (L_{aeq}) range from approximately 50-60 dBA.

The analysis utilized a combination of mobile equipment operating simultaneously across two locations at the proposed quarry expansion margins and current grades in order to represent worst-case-scenario projections to two potentially sensitive adjacent residential receptors. Representative equipment used across both scenarios (and associated sound levels at a reference distance of 100 feet) include a rock drill rig (75.98 dBA), loader (77.48 dBA) and haul truck (74.18 dBA). Equipment configurations under each projected scenario are depicted on Figure 2.

Sound levels decay logarithmically as distance increases from the source. Without factoring for other attenuating circumstances (atmospheric absorption, topographic barriers, vegetation, etc.), sound levels will drop by 6 dBA with every doubling of distance from the sound source. The following Table 2 presents projected sound levels under the two scenarios illustrated on Figure 2, accounting for distance attenuation only:

TABLE 2
STRAIGHT-LINE NOISE PROJECTION SCENARIOS

SCENARIO 1					
RECEPTOR	DISTANCE TO RECEPTORS (FT)	NOISE LEVELS (dBA): DISTANCE ATTENUATION			
		STRAIGHT-LINE PROJECTION	AMBIENT	COMBINED	INCREASE
R1	467	68.79	59.48	69.79	10.31
R2	1344	59.61	59.48	62.61	3.31

SCENARIO 2					
RECEPTOR	DISTANCE TO RECEPTORS (FT)	NOISE LEVELS (dBA): DISTANCE ATTENUATION			
		STRAIGHT-LINE PROJECTION	AMBIENT	COMBINED	INCREASE
R1	1279	60.04	59.48	63.04	3.56
R2	564	67.15	59.48	68.15	8.67

In general, straight line noise projections indicate the proposed operation has the potential to increase average sound levels by 3.00-10.31 dBA in the immediate area without accounting for topographic barriers. However, an existing safety/security berm (subject of a past Town of Manlius SEQRA review), constructed to a minimum height of 15 feet, encloses the entire proposed expansion area, providing an in-place topographic barrier to potential noise receptors. Furthermore, nearly all overburden materials were stripped from the proposed expansion area during construction of the in-place perimeter berm, limiting the scope and need for surface activities. Operation of a drill rig will be the principal surface



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activity and will occur behind the existing perimeter berm. All other activity (loading and hauling of shot rock from the face) will take place behind the advancing bedrock face, which, depending on operational lift, has a minimum face height of approximately 25 feet, for a total topographic barrier height of at least 40 feet.

Perimeter earthen berms and quarry faces can form efficient topographic noise barriers. Per the NYSDEC Noise Policy:

“The degree to which topography attenuates noise depends on how close the feature is located to the source or the receptor for the noise. Topography can act as a natural screen. The closer a hill or other barrier is to the noise source or the receptor, the larger the sound shadow will be on the side opposite the noise source. Certain operations such as mining and landfills may be able to use topography to maintain a screen between the operation and receptors as they progress. Mining operations may be able to create screens by opening a mine in the center of the site using and maintaining the pit walls as barriers against sound (Aggregate Handbook, 1991).”

Per US Department of Transportation Federal Highway Administration guidance, noise barriers which break line-of-site between sound sources and receptors can reduce projected sound levels by 5 dBA, plus 1.5 dBA for every meter of height above line-of-site blockage. In order to estimate the degree of topographic attenuation as mining progresses into the expansion area, the relative positioning of source scenarios, the existing perimeter berm, and potential receptors was contemplated to determine the appropriate topographic barrier height above line-of-site for each scenario to each receptor. Noise projections accounting for distance attenuation and topographic barrier attenuation from the existing perimeter berm are presented in the following Table 3.

TABLE 3
NOISE PROJECTIONS: DISTANCE AND TOPOGRAPHIC ATTENUATION

SCENARIO 1					
RECEPTOR	DISTANCE TO RECEPTORS (FT)	PROJECTED NOISE LEVELS (dBA): DISTANCE + TOPOGRAPHIC ATTENUATION			
		TOPOGRAPHIC BARRIER ATTENUATED*	AMBIENT	COMBINED	INCREASE
R1	467	62.7	59.48	64.27	4.79
R2	1344	59.61	59.48	60.48	1.00

SCENARIO 2					
RECEPTOR	DISTANCE TO RECEPTORS (FT)	PROJECTED NOISE LEVELS (dBA): DISTANCE + TOPOGRAPHIC ATTENUATION			
		TOPOGRAPHIC BARRIER ATTENUATED*	AMBIENT	COMBINED	INCREASE



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R1	1279	54.94	59.48	61.04	1.56
R2	564	58.43	59.48	70.15	3.00

*Existing earthen perimeter berm with a minimum height of 15 feet

The results of the analysis presented in Table 3 are conservative in nature as most of the contributing sound sources (loader and haul trucks) will operate behind the advancing mine face, which will provide additional topographic barrier attenuation. This conservative approach suggests that the most substantial potential increase at a receptor will be no more than 4.79 dBA at receptor 2 under (operating scenario 2). To assess potential impacts in greater detail, an additional assessment was completed that considered the topographic barrier height above line-of-site when the haul trucks and loader are operating behind a

SCENARIO 1							
RECEPTOR	DISTANCE TO RECEPTORS (FT)	PROJECTED NOISE LEVELS (dBA): DISTANCE + TOPOGRAPHIC ATTENUATION					
		ROCK DRILL TOPOGRAPHIC BARRIER ATTENUATION*	LOADER AND HAUL TRUCKS TOPOGRAPHIC BARRIER ATTENUATION**	COMULATIVE TOPOGRAPHIC BARRIER ATTENUATION	AMBIENT	COMBINED	INCREASE
R1	467	56.07	51.04	57.07	59.48	61.48	2.00
R2	1344	46.48	42.84	47.48	59.48	59.48	0.00

SCENARIO 2							
RECEPTOR	DISTANCE TO RECEPTORS (FT)	PROJECTED NOISE LEVELS (dBA): DISTANCE + TOPOGRAPHIC ATTENUATION					
		ROCK DRILL TOPOGRAPHIC BARRIER ATTENUATION*	LOADER AND HAUL TRUCKS TOPOGRAPHIC BARRIER ATTENUATION**	COMULATIVE TOPOGRAPHIC BARRIER ATTENUATION	AMBIENT	COMBINED	INCREASE
R1	1279	48.74	44.60	49.74	59.48	59.48	0.00
R2	564	52.23	46.91	53.23	59.48	60.48	1.00

minimum 25' mine face. The results of this more detailed analysis are presented in the following Table 4.

TABLE 4

As stated above, a majority of overburden materials were excavated from the proposed expansion area during the construction of the existing perimeter berm, which was subject to a Town of Manlius SEQRA review. As such, preparatory groundwork in advance of drilling and blasting will be minimal and short in duration. Taking this into consideration, Table 4 is more reflective of proposed operations (mobile equipment primarily operating behind the quarry face) than the scenario presented in Table 3 (all equipment operating at grade and behind the existing perimeter berm). At worst, sound levels may be expected to increase by no more than 4.79 dBA during limited, short duration clearing and stripping activities in the proposed expansion area. Following initial clearing and stripping activities, the maximum anticipated potential increase in sound levels during normal operations would be approximately 2.00 dBA while drilling activities are taking place.



The NYSDEC Noise Policy states that increases in sound levels of under 5 dBA are “unnoticed to tolerable” in reference to human perception. The Policy further states that “increases ranging from 0-3 dB should have no appreciable effects on receptors. Increases from 3-6 dB may have the potential for adverse noise impact only in cases where the most sensitive receptors are present.” Sound level increases on the order of 2.00 dBA during normal operations are considered to have no appreciable effect on receptors and do not represent a potentially significant impact.

2.4.5 Potential Drainage and Erosion Impacts

As stated above, the site has one permitted outfall consisting of stormwater from impervious surfaces (parking lots), lawn, soils, stone and wooded areas collects in the entrance/office area. Outflow passes through an oil and debris stop before entering Pools Brook. All other stormwater on-site, including that which falls within the proposed expansion area is managed internally through a pond system that does not discharge off-site.

2.4.6 Potential Visual Impacts

There will be no adverse visual impacts associated with the expansion of mining operations onto the proposed expansion area. The security/safety berm will remain along the border of the proposed expansion area, effectively screening the area.

A complete inventory list of aesthetic resources within a 5-mile radius of the proposed expansion area is included with the attached EAF (Appendix B). As shown by the list, there are no resources located within or in the immediate vicinity of the proposed expansion area. As a result of the resources’ locations, existing topography and terrain, and the existing screening of the expansion area, the proposed modification will not have any significant visual impacts.

2.4.7 Potential Traffic Impacts

Truck traffic to and from the site will not be increased by the proposed 11.8-acre expansion of mining operations. The amount of material shipped from the site is controlled by market demand and specific contracts. The proposed expansion constitutes a continuation of mining activities and does not have the potential to create an increase in market demand.



3.0 RECLAMATION PLAN

The purpose of reclamation is to provide a stable, self-sustaining site that can regenerate vegetation, sustain wildlife, and remain vacant without maintenance. The final reclaimed area will then be available for other types of land usage or development in the future. All perimeter berms will remain in-place after mining operations have ended. Reclamation in the quarry is ongoing in areas where no further disturbance will occur. Currently, approximately 8.1 acres have been approved as reclaimed by NYSDEC.

There are no proposed changes to the currently approved reclamation plan. The proposed expansion area will be reclaimed in a similar manner to currently approved areas and will observe the same benching and grading configuration as permitted in currently approved areas.

3.1 RECLAMATION SCHEDULE

As excavation areas reach their final extent and depth, they will be reclaimed. As a preparation for reclamation, vertical rock faces are stabilized by dislodging loose stones. The angle between the rock face and the quarry floor is then filled or partially filled with stone. Overburden soil stockpiled during mining is used to create a slope from the rock face to the quarry floor that does not exceed one-foot vertical over two-feet horizontal (26 degrees). Some vertical rock faces will be left exposed to create terraces. The quarry floor is leveled in layers to create slopes of 1 to 2% slope for positive drainage. A minimum six-inch layer of topsoil will be applied, mulched, and seeded with a rye, fescue, clover mix on final earth slopes. Repeated applications of seed/mulch may be necessary to establish a permanent vegetative cover, with no erosion.

3.2 SEQUENTIAL RECLAMATION PLANS

Concurrent reclamation will be employed to the greatest extent practicable to minimize the exposed (unvegetated) land surface necessary for mining and thereby reduce dust, erosion and visual impacts.

3.3 HAUL ROADS

The mine site's access road and primary internal haul roads will be maintained to provide continuing access to all areas of the site. Haul roads will not be reclaimed until excavation has reached the maximum extent and final reclamation of the mine site has commenced. Secondary internal haul roads will be reclaimed as soon as practicable. Reclamation of haul roads will include grading to approved



slopes, placement of soil sufficient to support vegetation and revegetation as outlined in the following sections.

3.4 STORMWATER TREATMENT PONDS

The stormwater pond will be left in-place for future use or allowed to fill with sediment over time. The stormwater pond will continue to provide detention and/or retention through reclamation activities and will provide a potential ecological resource at completion of reclamation.

3.5 DISPOSITION OF MATERIAL

Vegetative debris from stripping activities will be buried onsite, stored for reclamation, sold, or transported to an approved landfill. Stockpiled topsoil/overburden will be spread across the excavation areas at the mine site during reclamation to a depth adequate to establish vegetative cover.

3.6 REVEGETATION

Upon completion of grading, excavation areas will be reclaimed utilizing an appropriate seeding program. The areas to be reclaimed will be seeded during the first planting season after land preparation.

Kinsella will employ an appropriate conservation seeding mix and, if necessary, apply mulch to ensure the successful establishment of vegetation. The following is a typical seeding program and may be altered, subject to NYSDEC consultation:

Seeding Mixture:

Big Bluestem	10 pounds/acre
Switchgrass	10 pounds/acre
Little Bluestem	10-15 pounds/acre
Crown Vetch	10 pounds/acre
Tall Fescue	5-10 pounds/acre

Lime and Fertilizer (if necessary):

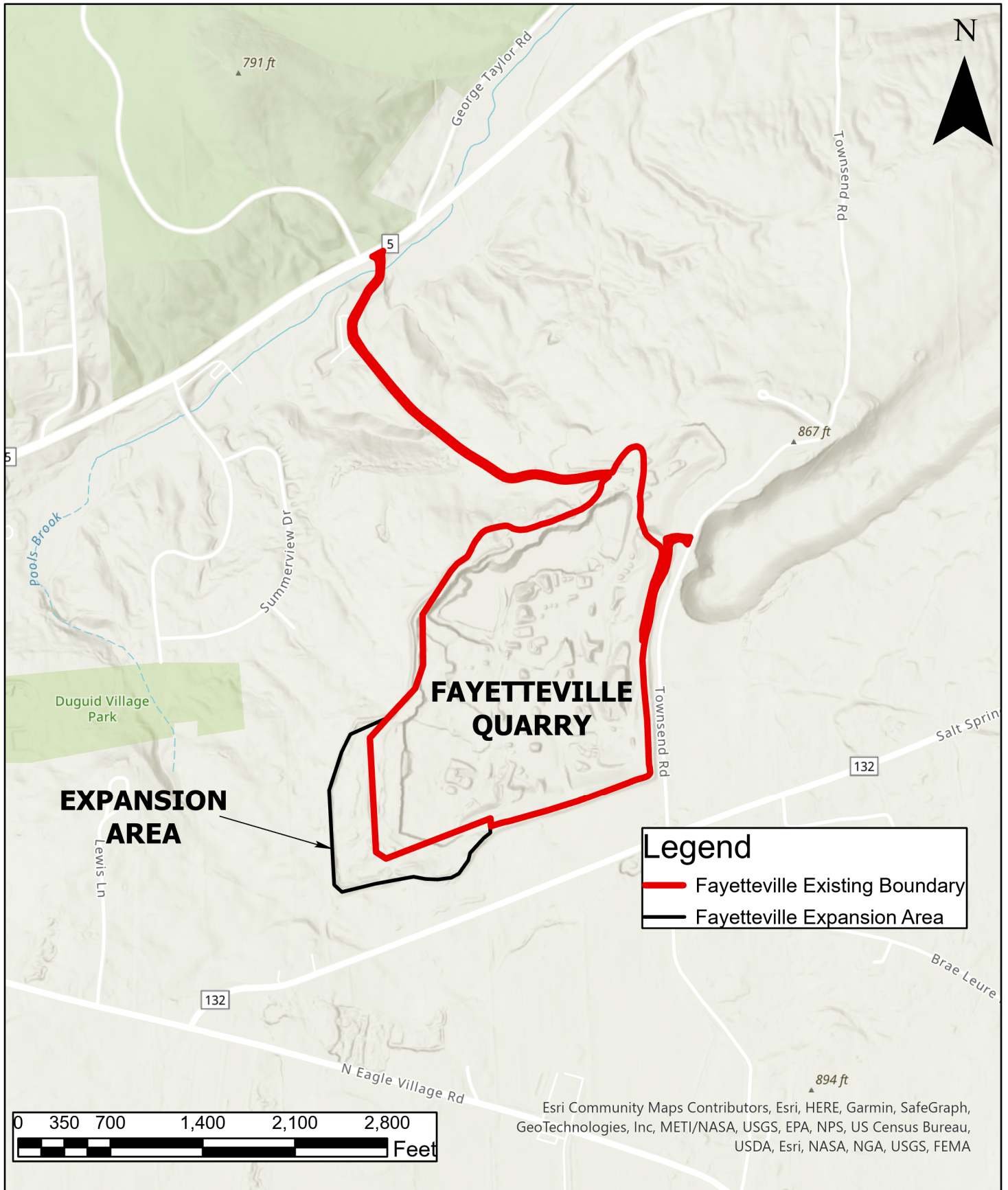
10-20-20 fertilizer at 150-200 pounds per acre, or as recommended following soil testing

Mulch (if necessary):

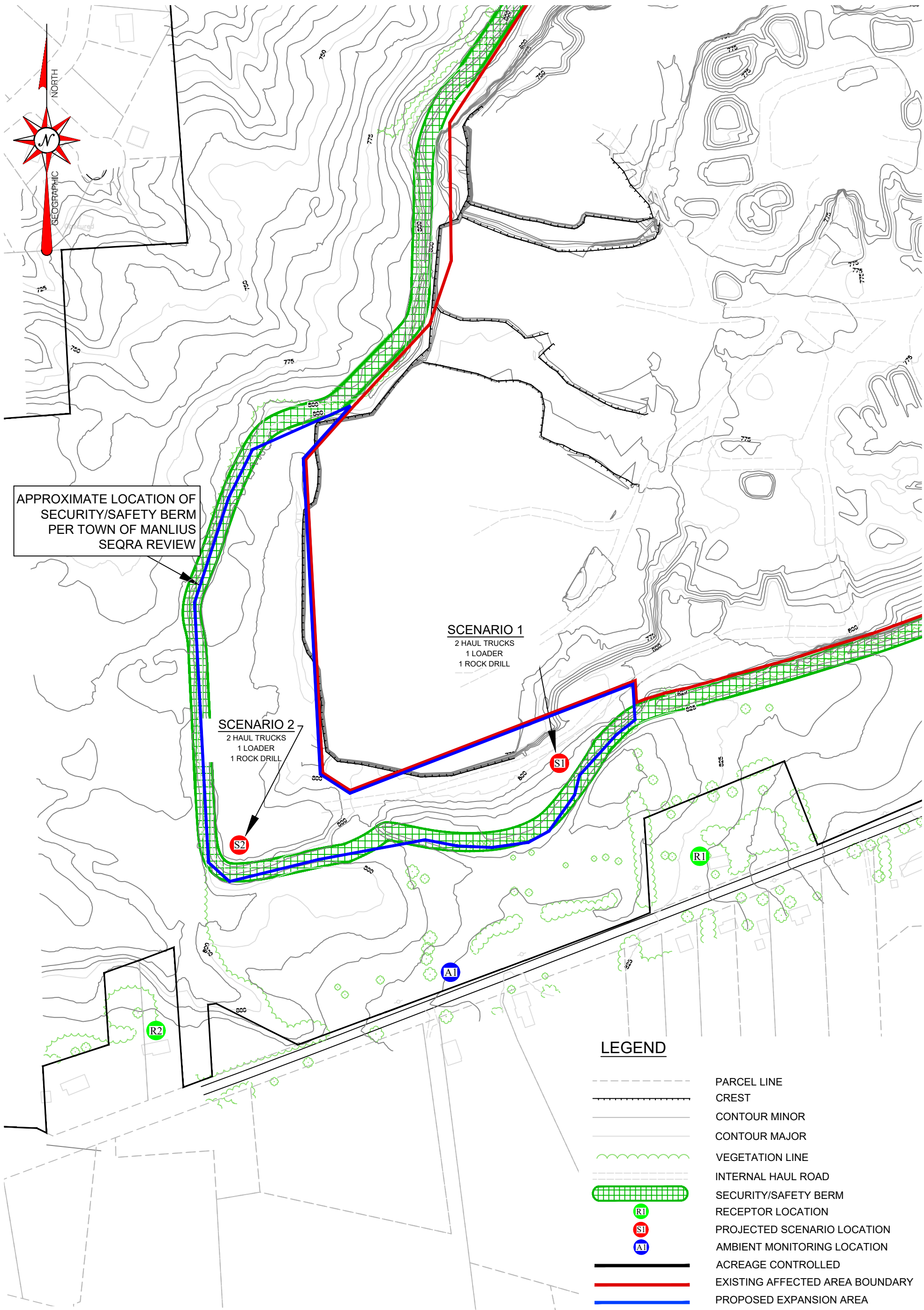
1,500-2,000 pounds per acre



FIGURE



 19 British American Blvd. W, Latham NY 12110 P: 518-782-0882 F: 518-782-0973 jmt.com	SITE LOCATION MAP T.H. KINSELLA, INC. FAYETTEVILLE QUARRY TOWN OF MANLIUSONONDAGA CO., NY		
PROJ No.: 19-02095-003	Date: 11/7/2022	SCALE: 1" = 1,000 FT	FIGURE: 1



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

NOISE PROJECTION SCENARIOS
T.H. KINSELLA, INC.
FAYETTEVILLE QUARRY

TOWN OF MANLIUS

ONONDAGA CO., NY

PROJ. No.:19-02095-003

DATE: 9/28/2020

SCALE: 1"=250'

DWG. NO. 07235004B

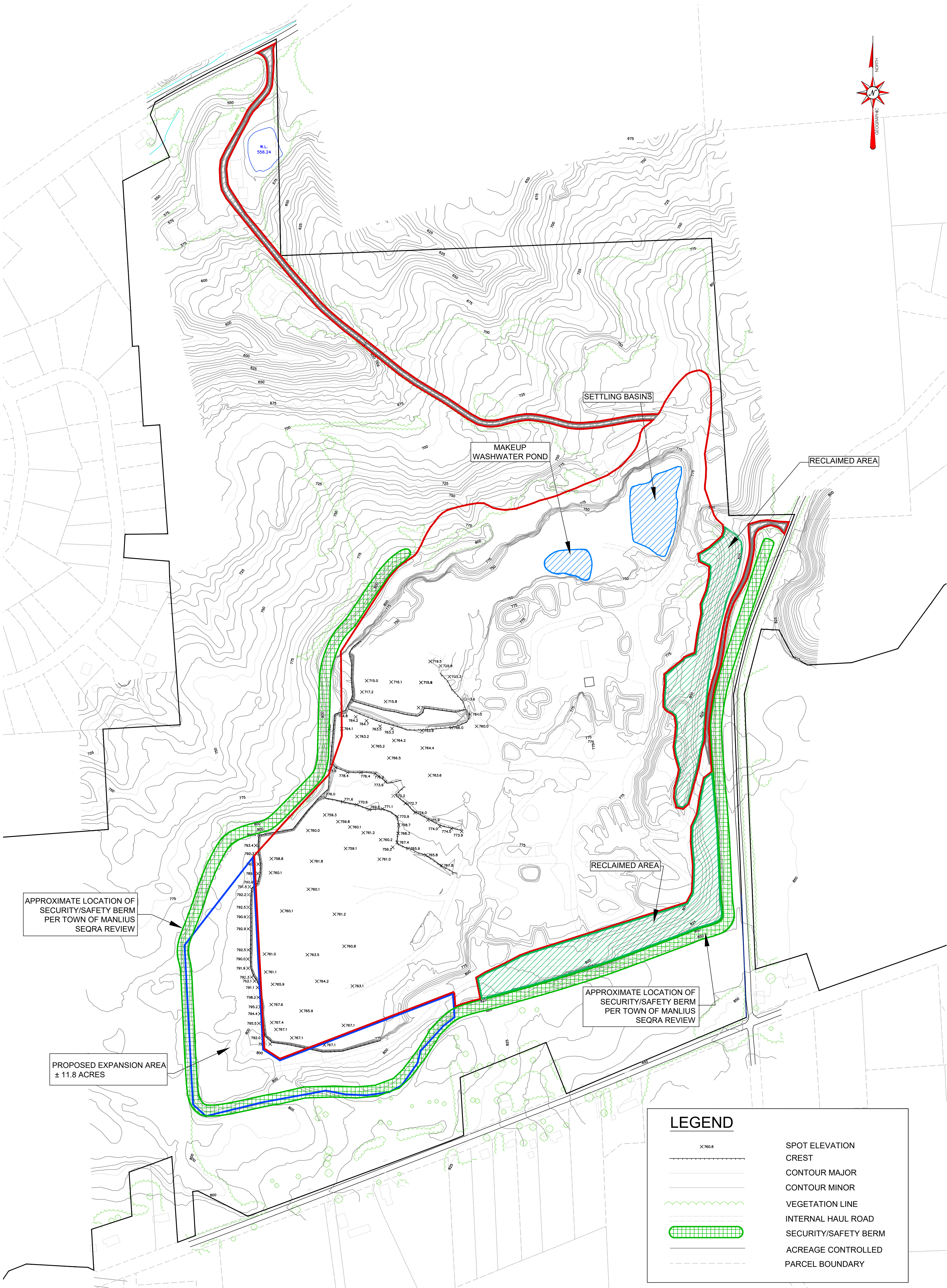
FIGURE

2



RENEWAL AND MODIFICATION APPLICATION FOR PERMIT TO MINE
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Fayetteville Quarry

SHEETS



AFFECTED AREA SUMMARY

TOTAL ACREAGE CONTROLLED	324.0 ACRES
CURRENT AFFECTED AREA BOUNDARY	90.0 ACRES
HAUL ROADS	2.6 ACRES
RECLAIMED AREA	8.1 ACRES
CURRENT LIFE-OF-MINE	98.1 ACRES
PROPOSED MODIFICATION AREA	11.8 ACRES
PROPOSED LIFE-OF-MINE	109.9 ACRES

NOTES:

- TOPOGRAPHIC DATA FROM NYS CLEARING HOUSE LIDAR; "FEMIA-ONEIDA SUBBASIN 2016/17", AND GPS SURVEY BY JMT OF NEW YORK, INC. DECEMBER 03, 2020.
- ALL BOUNDARIES APPROXIMATE WHERE SHOWN

NO.	DATE	RECORD OF WORK	DRN	CKD
1	9/20/11	ADDED SITE SECURITY/SAFETY BERM PER NYSDEC	KAD	JCK
2	9/27/21	TOPOGRAPHIC UPDATE AND ADD MODIFICATION AREA	AP	EGD
3	11/1/22	UPDATE FOR NYSDEC NOIA DATED 6/21/22	DTS	EGD
4	7/14/23	UPDATE FOR ZONING APPLICATION	ARP	DTS
5	5/6/25	UPDATE CURRENT AFFECTED AREA	DTS	EGD

PROJECT	
PROJ. MGR:	EGD
PROJ. NO.:	19-02095-003
PREPARED BY:	DTS
DRAFTED BY:	DTS
CHECKED BY:	
APPROVED BY:	
DATUM:	MSL
CONTOUR INTERVAL =	5 FEET
0 50 100 200 400	
1"=200'	

MINING PLAN MAP

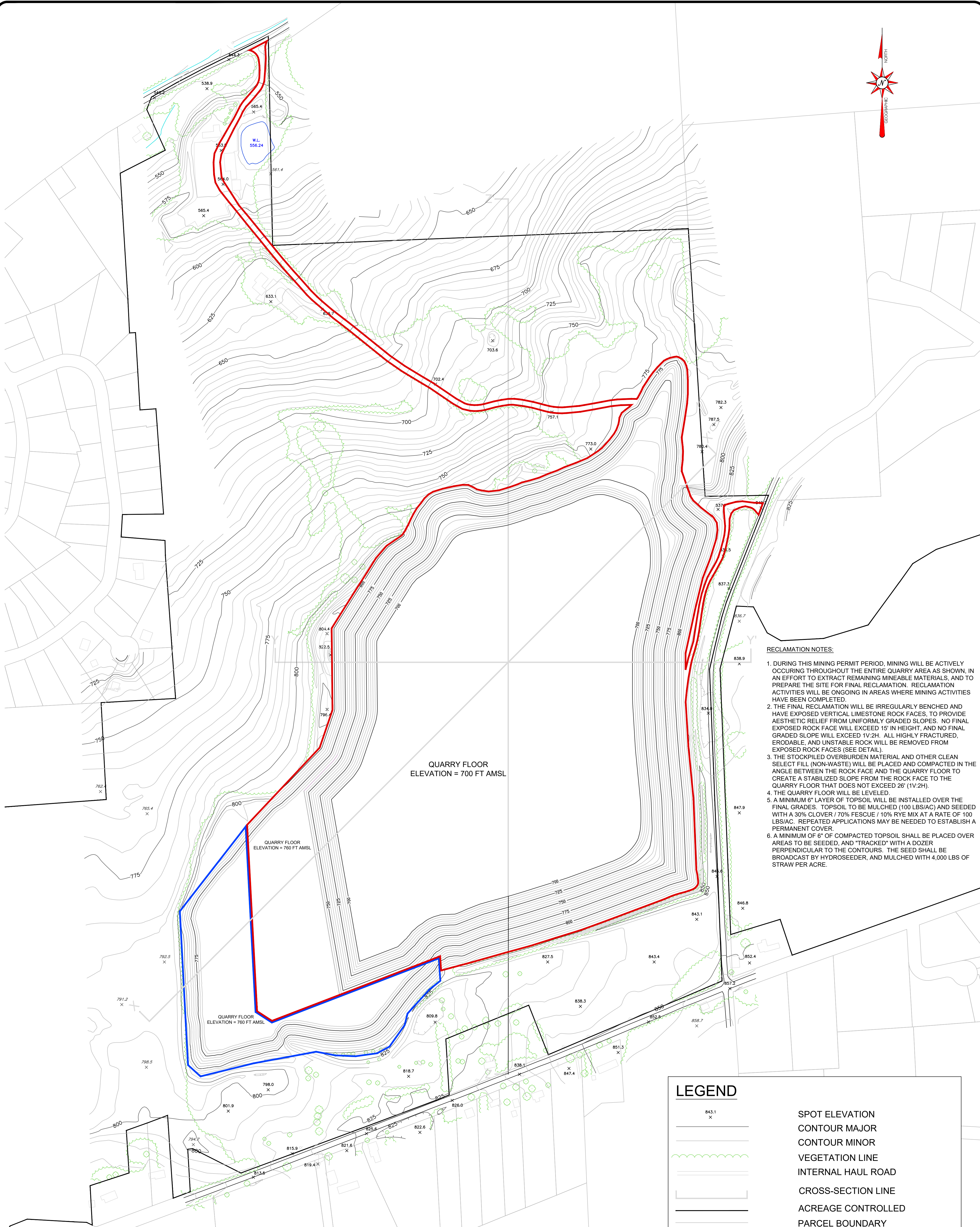
T.H. KINSELLA, INC.

KINSELLA FAYETTEVILLE QUARRY

TOWN OF MANLIUSONONDAGA CO., NY



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



RECLAMATION NOTES:

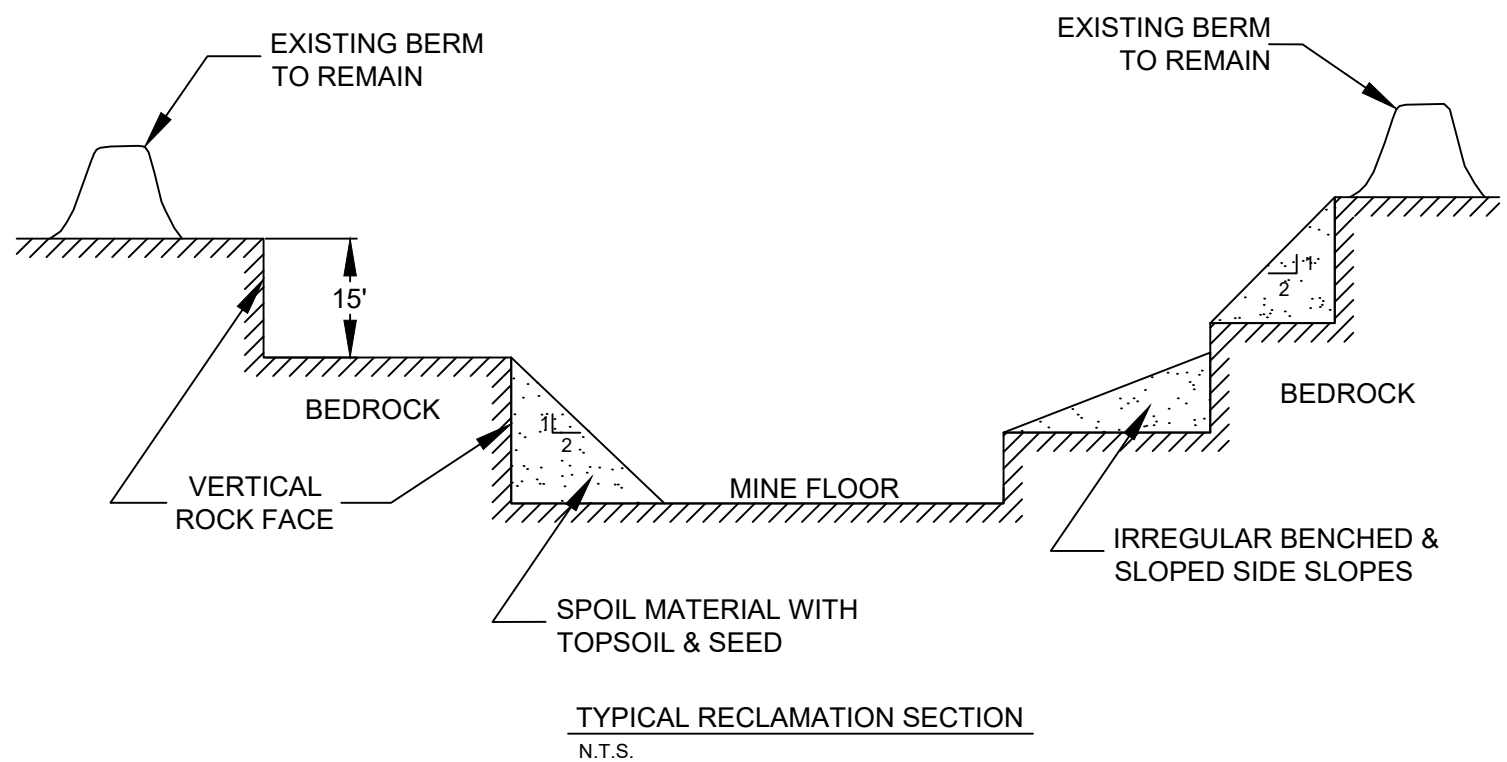
1. DURING THIS MINING PERMIT PERIOD, MINING WILL BE ACTIVELY OCCURRING THROUGHOUT THE ENTIRE QUARRY AREA AS SHOWN, IN AN EFFORT TO EXTRACT REMAINING MINEABLE MATERIALS, AND TO PREPARE THE SITE FOR FINAL RECLAMATION. RECLAMATION ACTIVITIES WILL BE ONGOING IN AREAS WHERE MINING ACTIVITIES HAVE BEEN COMPLETED.
2. THE FINAL RECLAMATION WILL BE IRREGULARLY BENCHED AND HAVE EXPOSED VERTICAL LIMESTONE ROCK FACES, TO PROVIDE AESTHETIC RELIEF FROM UNIFORMLY GRADED SLOPES. NO FINAL EXPOSED ROCK FACE WILL EXCEED 15' IN HEIGHT, AND NO FINAL GRADED SLOPE WILL EXCEED 1V:2H. ALL HIGHLY FRACTURED, ERODABLE, AND UNSTABLE ROCK WILL BE REMOVED FROM EXPOSED ROCK FACES (SEE DETAIL).
3. THE STOCKPILED OVERBURDEN MATERIAL AND OTHER CLEAN SELECT FILL (NON-WASTE) WILL BE PLACED AND COMPACTED IN THE ANGLE BETWEEN THE ROCK FACE AND THE QUARRY FLOOR TO CREATE A STABILIZED SLOPE FROM THE ROCK FACE TO THE QUARRY FLOOR THAT DOES NOT EXCEED 26' (1V:2H).
4. THE QUARRY FLOOR WILL BE LEVELLED.
5. A MINIMUM 6" LAYER OF TOPSOIL WILL BE INSTALLED OVER THE FINAL GRADES. TOPSOIL TO BE MULCHED (100 LBS/AC) AND SEEDING WITH A 30% CLOVER / 70% FESCUE / 10% RYE MIX AT A RATE OF 100 LBS/AC. REPEATED APPLICATIONS MAY BE NEEDED TO ESTABLISH A PERMANENT COVER.
6. A MINIMUM OF 6" OF COMPACTED TOPSOIL SHALL BE PLACED OVER AREAS TO BE SEEDING, AND "TRACKED" WITH A DOZER PERPENDICULAR TO THE CONTOURS. THE SEED SHALL BE BROADCAST BY HYDROSEEDER, AND MULCHED WITH 4,000 LBS OF STRAW PER ACRE.

LEGEND

- SPOT ELEVATION
- CONTOUR MAJOR
- CONTOUR MINOR
- VEGETATION LINE
- INTERNAL HAUL ROAD
- CROSS-SECTION LINE
- ACREAGE CONTROLLED
- PARCEL BOUNDARY

AFFECTED AREA SUMMARY

TOTAL ACREAGE CONTROLLED	324.0 ACRES
CURRENT LIFE-OF-MINE	98.1 ACRES
PROPOSED MODIFICATION AREA	11.8 ACRES
PROPOSED LIFE-OF-MINE	109.9 ACRES



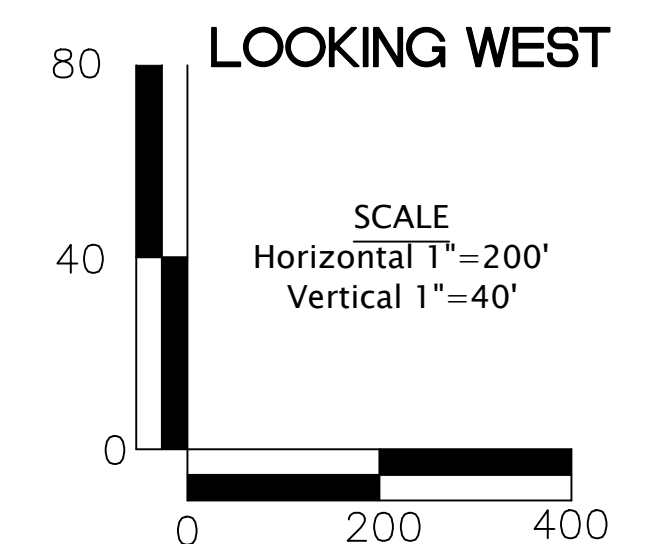
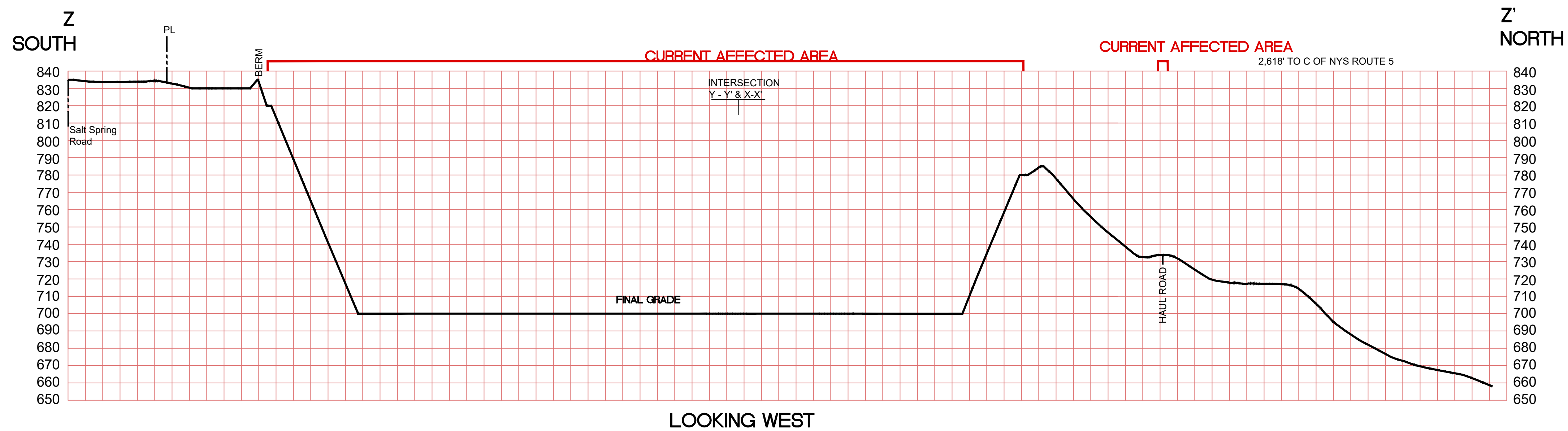
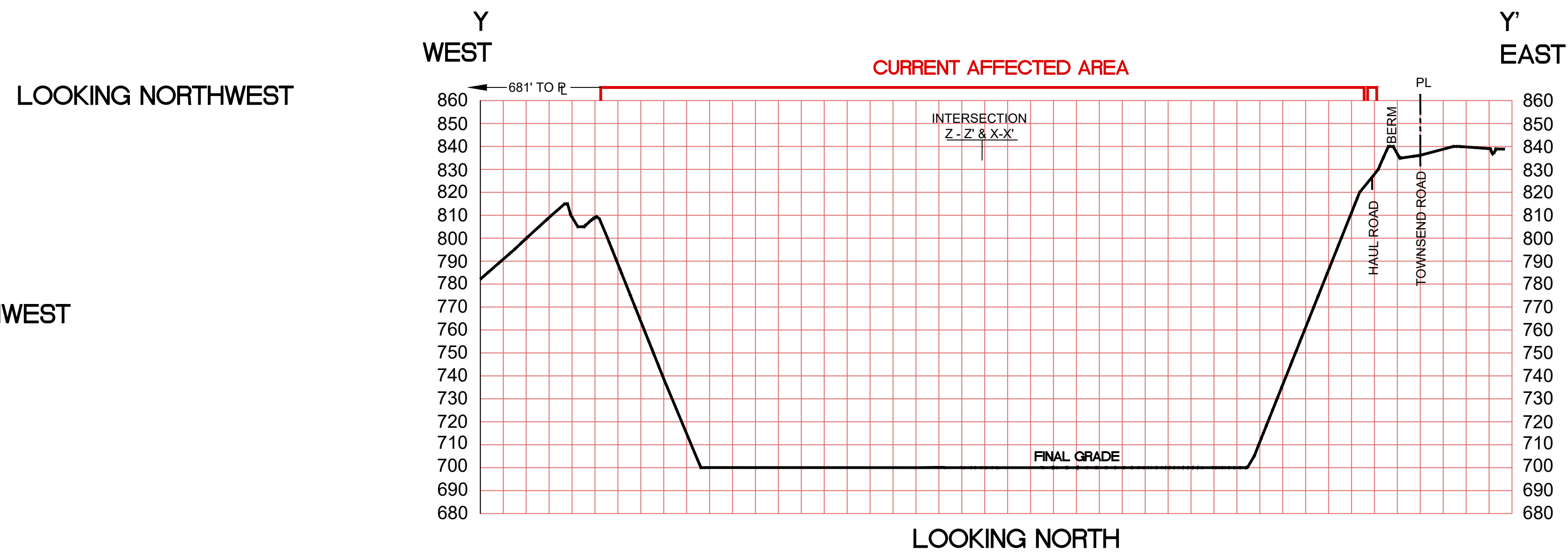
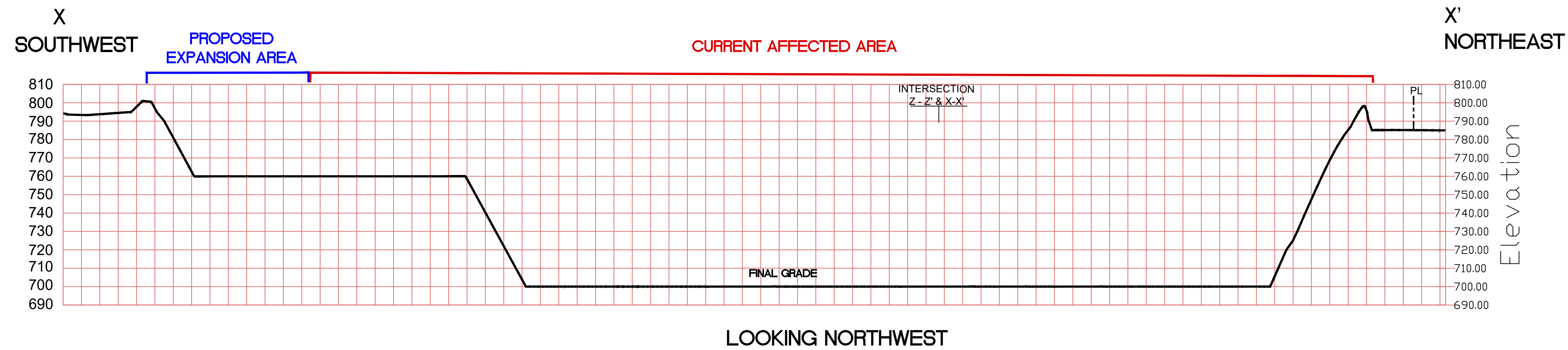
NO.	DATE	RECORD OF WORK	DRN	CKD
1	9/27/21	ADD MODIFICATION AREA	DTS	EGD
2	11/1/22	UPDATE FOR NYSDEC NOIA DATED 6/21/22	DTS	
3	7/14/23	UPDATE FOR ZONING APPLICATION	ARP	DTS
4	5/6/23	UPDATE FOR NRRP APPLICATION	DTS	EGD

PROJECT
PROJ. MGR: EGD
PROJ. NO.: 19-02095-003
PREPARED BY: DTS
DRAFTED BY: DTS
CHECKED BY:
APPROVED BY:
DATUM: MSL
CONTOUR INTERVAL = 5 FEET
0 50 100 200 400
1"=200'

RECLAMATION PLAN MAP
T.H. KINSELLA, INC.
KINSELLA 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: 9/24/08 SCALE: 1"=200' DWG. NO. 07235002E SHEET 2 OF 3



NO.		DATE	RECORD OF WORK	DRN	CKD
1	9/27/21	ADD MODIFICATION AREA & SECTION X-X'	DTS	EGD	
2	11/1/22	UPDATE FOR NYSDEC NOIA DATED 6/21/22	DTS	EGD	
3	5/6/23	UPDATE FOR NRRP APPLICATION	DTS	EGD	

PROJECT	
PROJ. MGR:	EGD
PROJ. NO.:	19-02095-003
PREPARED BY:	DTS
DRAFTED BY:	DTS
CHECKED BY:	
APPROVED BY:	
DATUM:	MSL
CONTOUR INTERVAL =	5 FEET
0 50 100 200 400 1"=200'	

FINAL GRADE PROFILES
T.H. KINSELLA, INC.
KINSELLA FAYETTEVILLE QUARRY
TOWN OF MANLIUS ONONDAGA CO., NY

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

DATE: 9/24/08 SCALE: 1"=200' DWG. NO. 07235002E SHEET 3 OF 3



APPENDIX A

MINED LAND RECLAMATION PERMIT APPLICATION ORGANIZATIONAL REPORT FORM

Division of Mineral Resources
MINING PERMIT APPLICATION



**Department of
Environmental
Conservation**

1. a. MINE FILE NUMBER 70077		1. b. DEC ID NUMBER 7-3138-00014		7. MINED LAND PROJECT <table style="width:100%; border: none;"> <tr> <td style="width:80%;"></td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> </tr> <tr> <td>a. Will the total acreage affected by mining for the entire mining site be equal to or greater than 5 acres?</td> <td align="center">☒</td> <td align="center">☐</td> </tr> <tr> <td>b. Will the vertical depth from the top of the mine face to the floor exceed 20 feet?</td> <td align="center">☒</td> <td align="center">☐</td> </tr> <tr> <td>c. Will there be on-site processing of mining products (eg. crushing, screening, washing) that requires an air permit?</td> <td align="center">☐</td> <td align="center">☒</td> </tr> <tr> <td>d. Will mining occur within 100 feet of a surface water body (eg. stream, lake) or wetland area?</td> <td align="center">☐</td> <td align="center">☒</td> </tr> <tr> <td>e. Will any consolidated materials be mined (eg. limestone, trap rock, sandstone)?</td> <td align="center">☒</td> <td align="center">☐</td> </tr> <tr> <td>f. Will mining occur within 500 feet of any dwelling?</td> <td align="center">☒</td> <td align="center">☐</td> </tr> <tr> <td>g. Will mining ever occur below the water table?</td> <td align="center">☐</td> <td align="center">☒</td> </tr> </table>			Yes	No	a. Will the total acreage affected by mining for the entire mining site be equal to or greater than 5 acres?	☒	☐	b. Will the vertical depth from the top of the mine face to the floor exceed 20 feet?	☒	☐	c. Will there be on-site processing of mining products (eg. crushing, screening, washing) that requires an air permit?	☐	☒	d. Will mining occur within 100 feet of a surface water body (eg. stream, lake) or wetland area?	☐	☒	e. Will any consolidated materials be mined (eg. limestone, trap rock, sandstone)?	☒	☐	f. Will mining occur within 500 feet of any dwelling?	☒	☐	g. Will mining ever occur below the water table?	☐	☒
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g. Will mining ever occur below the water table?	☐	☒																											
2. NAME OF APPLICANT T. H. Kinsella, Inc.																													
3. TELEPHONE NUMBER 315-637-3390																													
4. PERMANENT ADDRESS: NUMBER & STREET NAME P.O. Box 7																													
CITY Fayetteville	STATE NY	ZIP CODE 13066																											
5. CONTACT PERSON Thomas P. Kinsella		6. a. TELEPHONE NUMBER (315) 637-3390																											
6. b. EMAIL ADDRESS thomaspkinsella@gmail.com																													
8. TAXPAYER ID (If other than individual, provide Federal Taxpayer ID Number) 16092749		9. APPLICATION TYPE ☐ New ☒ Renewal ☒ Modification ☐ Transfer																											
10. a. PRESENT PERMIT TERM Expiration Date 11 / 14 / 2021		10. b. COMING PERMIT TERM ☒ 5 years ☐ Other _____ years																											
11. NAME OF MINERAL/MATERIAL TO BE MINED Limestone		12. b. Does the local government require any type of permit for mining at this location? ☒ Yes ☐ No																											
12. LOCAL ORDINANCES a. Is mining prohibited at this location? ☐ Yes ☒ No		13. b. If YES, give Mine File Number(s) See attached sheet																											
13. a. ARE ANY OTHER STATE MINING PERMITS CURRENTLY HELD BY THE APPLICANT? ☒ Yes ☐ No																													
14. Has any owner, partner, corporate officer or corporate director of your organization ever held any of these positions in another organization that has had a New York State mining permit SUSPENDED OR REVOKED or has had a New York State mined land reclamation bond FORFEITED ? ☐ Yes ☒ No If YES, identify the person(s)																													
15. ACREAGE SUMMARY (To be filled in by applicant)		FOR OFFICIAL DEC USE ONLY <table style="width:100%; border: none;"> <tr><td>a. Total acreage controlled by owner at this location</td><td align="right">324.0</td><td>acres</td></tr> <tr><td>b. Total acreage permitted by DEC prior to this application</td><td align="right">98.1</td><td>acres</td></tr> <tr><td>c. Total acreage affected since April 1, 1975</td><td align="right">98.1</td><td>acres</td></tr> <tr><td>d. Total acreage approved by DEC as reclaimed since April 1, 1975</td><td align="right">8.1</td><td>acres</td></tr> <tr><td>e. Current affected acreage (c minus d)</td><td align="right">90.0</td><td>acres</td></tr> <tr><td>f. Acreage included in this application, but not previously approved</td><td align="right">11.8</td><td>acres</td></tr> <tr><td>g. New acreage to be affected during the coming permit term</td><td align="right">11.8</td><td>acres</td></tr> <tr><td>h. Number of acres to be reclaimed during coming permit term</td><td align="right">0.0</td><td>acres</td></tr> </table>		a. Total acreage controlled by owner at this location	324.0	acres	b. Total acreage permitted by DEC prior to this application	98.1	acres	c. Total acreage affected since April 1, 1975	98.1	acres	d. Total acreage approved by DEC as reclaimed since April 1, 1975	8.1	acres	e. Current affected acreage (c minus d)	90.0	acres	f. Acreage included in this application, but not previously approved	11.8	acres	g. New acreage to be affected during the coming permit term	11.8	acres	h. Number of acres to be reclaimed during coming permit term	0.0	acres		
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16. NAME OF MINING OPERATION																													
17. MINE LOCATION Road <u>New York State Route 5</u> Nearest Road Intersection <u>Townsend Rd and Salt Springs Rd</u> Town <u>Manlius</u> County <u>Onondaga</u>		18. MAP LOCATION a. Quadrangle Name <u>Manlius</u> b. ☐ 15 minute ☒ 7 1/2 minute FOR OFFICIAL DEC USE ONLY LATITUDE: _____ LONGITUDE: _____ NAD 83																											
19. NAME AND ADDRESS OF SURFACE LANDOWNER(S) Same as applicant		20. NAME AND ADDRESS OF MINERAL OWNER(S) Same as applicant																											
21. The surface landowner(s) and the mineral owner(s) of the property that is to be mined by the above applicant have read the Mined Land Use Plan, which sets forth the applicant's mining and reclamation plan for the property to be mined, and hereby irrevocably consent and agree to the performance of the Mined Land Use Plan by the applicant, his surety or insurer, or the NYS Department of Environmental Conservation. The surface landowner(s) and mineral owner(s) further agree to allow access to the property to Department personnel for the purpose of conducting inspections or investigations in the regular course of their duties.																													
SIGNATURE(S) OF SURFACE LANDOWNER(S) <i>Thomas P. Kinsella</i>		DATE 5/9/25	SIGNATURE(S) OF MINERAL OWNER(S) <i>Thomas P. Kinsella</i>																										
		DATE 5/9/25																											
22. I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.																													
NAME, TITLE AND SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE <i>Thomas P. Kinsella Pres.</i>			DATE 5/9/25																										

MINE FILE NUMBERS HELD BY T.H KINSELLA, INC.

70875

70435

70887

70594

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MINERAL RESOURCES
625 BROADWAY - 3RD FLOOR, ALBANY, NEW YORK 12233-6500

ORGANIZATIONAL REPORT

INCOMPLETE FORMS NOT ACCEPTABLE AND WILL BE RETURNED FOR COMPLETION

1. FULL NAME AND COMPLETE MAILING ADDRESS OF THE ENTITY, INCLUDE NAME AND TITLE TO WHOM ALL CORRESPONDENCE SHOULD BE SENT. T. H. Kinsella, Inc. C/O: Thomas P. Kinsella P.O. Box 7 Fayetteville, NY 13066 TELEPHONE (315) 637-3390 FAX NUMBER (315) 637-1808	2. FULL NAME AND COMPLETE MAILING ADDRESS OF AGENT IN NEW YORK WHO CAN BE SERVED ORDERS, NOTICES AND PROCESSES OF THE DEPARTMENT OR OF ANY COURT OF LAW. POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE. Same TELEPHONE ()																				
3. TYPE OF ACTIVITY (Check those That Apply) ☐ PRODUCTION—Oil, Gas, Injection or Geothermal Well(s) ☐ STORAGE—Underground Gas or LPG Facility ☐ PURCHASING—Of Oil or Gas From Others ☐ TRANSPORTATION—By Truck or Pipeline for Others ☐ SALVAGE—Plug and Abandon Wells for Others ☐ DRILLING—Drill Wells for Others ☐ SOLUTION MINING—Own/Operate Facility ☐ BRINE DISPOSAL—Own/Operate Facility ☐ STRATIGRAPHIC—Own Well or Hole ☒ SURFACE MINING—Own/Operate Facility ☐ UNDERGROUND MINING—Own/Operate Facility																					
4. STATE WHETHER THE ENTITY IS A CORPORATION, ASSOCIATION, PARTNERSHIP, INDIVIDUAL, PUBLIC AUTHORITY OR GOVERNMENTAL AGENCY. IF FOREIGN CORPORATION, GIVE STATE AND DATE OF INCORPORATION AND DATE OF AUTHORIZATION TO DO BUSINESS IN NEW YORK STATE. IF PARTNERSHIP, STATE WHETHER GENERAL OR LIMITED AND COUNTY OF FILING. IF DBA, GIVE COUNTY OF FILING. New York State Corporation	5. IF A NAME CHANGE, GIVE COMPLETE NAME AND ADDRESS OF PREVIOUS ENTITY.																				
6. IF CORPORATION OR ASSOCIATION, LIST ALL DIRECTORS AND ALL OFFICERS. IF PARTNERSHIP, LIST ALL GENERAL AND ALL LIMITED PARTNERS. ATTACH ADDITIONAL SHEETS IF NECESSARY. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NAME</th> <th style="text-align: left;">TITLE</th> </tr> </thead> <tbody> <tr> <td>John Kinsella</td> <td>CEO</td> </tr> <tr> <td>Thomas Kinsella</td> <td>President</td> </tr> <tr> <td>Allan E. Curtis</td> <td>V.P.</td> </tr> <tr> <td>Jeffrey Kinsella</td> <td>Secretary</td> </tr> </tbody> </table>	NAME	TITLE	John Kinsella	CEO	Thomas Kinsella	President	Allan E. Curtis	V.P.	Jeffrey Kinsella	Secretary	7. LIST ALL PERSONS AUTHORIZED BY THE ENTITY TO SIGN ALL SUBMITTALS TO THE DEPARTMENT. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NAME</th> <th style="text-align: left;">TITLE</th> </tr> </thead> <tbody> <tr> <td>John Kinsella</td> <td>CEO</td> </tr> <tr> <td>Thomas Kinsella</td> <td>President</td> </tr> <tr> <td>Allan E. Curtis</td> <td>V.P.</td> </tr> <tr> <td>Jeffrey Kinsella</td> <td>Secretary</td> </tr> </tbody> </table>	NAME	TITLE	John Kinsella	CEO	Thomas Kinsella	President	Allan E. Curtis	V.P.	Jeffrey Kinsella	Secretary
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I hereby affirm under penalty of perjury that the information provided in the report is true to the best of my knowledge and belief. I am aware that false statements made in this report are punishable as a Class A misdemeanor under Section 210.45 of the Penal Law.																					
TYPE OR PRINT NAME OF AUTHORIZED PERSON Thomas P. Kinsella	SWORN TO AND SUBSCRIBED BEFORE ME, THIS 27th DAY OF January 20 20 NOTARY PUBLIC Aaron D. Howard																				
SIGNATURE <i>Thomas P. Kinsella</i>	DATE 1/27/21	AARON D. HOWARD Notary Public, State of New York Qualified in Onondaga County Reg. No. 01HO6151537 My Commission Expires Aug. 21, 20 22																			



APPENDIX B

FULL ENVIRONMENTAL ASSESSMENT FORM (EAF)

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 ☒ Yes ☐ No Planning Board or Commission	Town of Manlius Zoning Change (Natural Resource Removal District), Permit	July 2022; re-submission January 2025**
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
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.

**Rezoning Approved April 9, 2025

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? RA- Restricted Agricultural ***NRRD as of April 9, 2025	☒ Yes ☐ No
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? If Yes, i. What is the proposed new zoning for the site? NRRD- Natural Resource Removal District (approved April 9, 2025)	☒ Yes ☐ No
C.4. Existing community services.	
a. In what school district is the project site located? Fayetteville-Manlius Central School District	
b. What police or other public protection forces serve the project site? Manlius Police Department, Onondaga County Sheriff's Department, New York State Police	
c. Which fire protection and emergency medical services serve the project site? Manlius Fire Department	
d. What parks serve the project site? Green Lakes State Park; Old Erie Canal State Park; Duguid Village Park; Sullivan Park	

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)? Industrial	
b. a. Total acreage of the site of the proposed action?	11.8 acres
b. Total acreage to be physically disturbed?	11.8** acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	324 +/- 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)? % 12% Units: Acres	
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: _____	

**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 any 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? ☐ Yes ☐ No • Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☐ No If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☐ No 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: _____ _____	
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? ☒ Yes ☐ No 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. <u>NA; stormwater within the expansion area will be managed internally within the site as currently practiced.</u> 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)? <u>Stormwater within the expansion area will be managed internally through conveyance to the existing on-site pond system.</u> • If to surface waters, identify receiving water bodies or wetlands: _____ <u>On-site stormwater ponds.</u> • Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☒ Yes ☐ No	
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? ☒ Yes ☐ No If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) <u>Heavy equipment; delivery vehicles (as currently practiced).</u> ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) <u>N/A</u> iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) <u>Process emissions from processing equipment (as currently practiced).</u>	
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? ☐ Yes ☒ No ** 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) ☐ Yes ☐ No 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)	

* 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: _____ _____ 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 ☐ 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): _____ <u>Northern Long-eared Bat</u>	
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

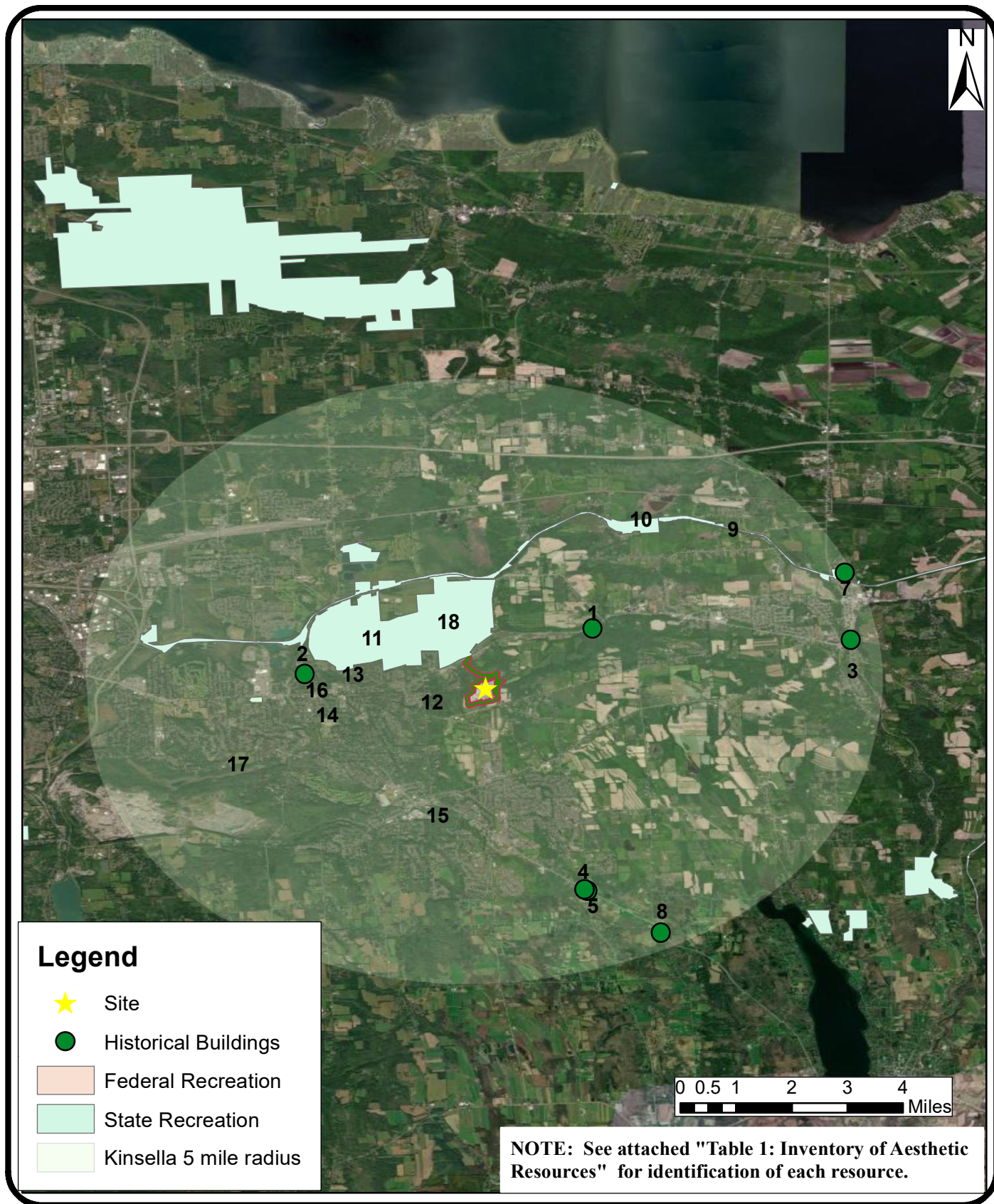
New York State Forest Preserve

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*.



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 Manilus

Onondaga., NY



APPENDIX C

SOUND LEVEL DATA SHEETS AND FIELD NOTES

LOCATION 1 RUN 1

Summary						
File Name on Meter	JMT_Data.102					
File Name on PC	SLM_0003004_JMT_Data_102.00.ldbin					
Serial Number	0003004					
Model	Model 831					
Firmware Version	2.402					
User						
Location						
Job Description						
Note						
Measurement						
Description	30 min TH, A,C,Z, 1/1 and 1/3 octave A,C,Z.					
Start	2021-09-21 08:41:45					
Stop	2021-09-21 09:11:47					
Duration	00:30:01.7					
Run Time	00:30:01.7					
Pause	00:00:00.0					
Pre Calibration	2020-05-11 07:49:29					
Post Calibration	None					
Calibration Deviation	---					
Overall Settings						
RMS Weight	A Weighting					
Peak Weight	Z Weighting					
Detector	Slow					
Preamp	PRM831					
Microphone Correction	Off					
Integration Method	Linear					
OBA Range	Normal					
OBA Bandwidth	1/1 and 1/3					
OBA Freq. Weighting	A Weighting					
OBA Max Spectrum	Bin Max					
Gain	0.0 dB					
Overload	144.9 dB					
	A	C	Z			
Under Range Peak	77.4	74.4	79.4 dB			
Under Range Limit	26.8	27.3	33.4 dB			
Noise Floor	17.7	18.2	23.8 dB			
Results						
LAeq	60.8 dB					
LAE	93.3 dB					
EA	238.071 µPa²h					
EA8	3.806 mPa²h					
EA40	19.028 mPa²h					
LZpeak (max)	2021-09-21 08:52:30	115.8 dB				
LASmax	2021-09-21 08:43:33	75.9 dB				
LASmin	2021-09-21 09:07:24	47.4 dB				
SEA	-99.9 dB					
LAS > 65.0 dB (Exceedance Counts / Duration)	28	187.5 s				
LAS > 85.0 dB (Exceedance Counts / Duration)	0	0.0 s				
LZpeak > 135.0 dB (Exceedance Counts / Duration)	0	0.0 s				
LZpeak > 137.0 dB (Exceedance Counts / Duration)	0	0.0 s				
LZpeak > 140.0 dB (Exceedance Counts / Duration)	0	0.0 s				
Community Noise	Ldn	LDay 07:00-22:00	LNight 22:00-07:00	Lden	LDay 07:00-19:00	LEvening 19:00-22:00
	60.8	60.8	-99.9	60.8	60.8	-99.9
LCeq	77.5 dB					
LAeq	60.8 dB					
LCeq - LAeq	16.7 dB					
LAlaq	62.1 dB					
LAeq	60.8 dB					
LAlaq - LAeq	1.4 dB					
	A		C		Z	
	dB	Time Stamp	dB	Time Stamp	dB	Time Stamp
Leq	60.8		77.5		91.0	
Ls(max)	75.9	2021/09/21 8:43:33	92.5	2021/09/21 8:52:30	106.1	2021/09/21 8:52:31
Lf(max)	78.2	2021/09/21 8:43:32	97.8	2021/09/21 8:52:30	110.6	2021/09/21 8:52:30
Lj(max)	78.9	2021/09/21 8:43:32	100.8	2021/09/21 8:52:30	112.3	2021/09/21 8:52:30
Ls(min)	47.4	2021/09/21 9:07:24	59.7	2021/09/21 9:07:14	72.3	2021/09/21 9:07:02
Lf(min)	46.9	2021/09/21 9:07:23	57.9	2021/09/21 9:07:14	65.9	2021/09/21 9:03:43
Lj(min)	47.2	2021/09/21 9:07:24	60.7	2021/09/21 9:07:14	74.4	2021/09/21 9:07:01
LPeak(max)	91.7	2021/09/21 8:52:57	106.8	2021/09/21 8:52:30	115.8	2021/09/21 8:52:30
# Overloads	0					
Overload Duration	0.0 s					
# OBA Overloads	0					
OBA Overload Duration	0.0 s					
Dose Settings						
Dose Name	OSHA-1		OSHA-2			
Exchange Rate	5		5 dB			
Threshold	90		80 dB			
Criterion Level	90		90 dB			
Criterion Duration	8		8 h			
Results						
Dose	-99.9		-99.9 %			
Projected Dose	-99.9		-99.9 %			
TWA (Projected)	-99.9		-99.9 dB			
TWA (t)	-99.9		-99.9 dB			
Lep (t)	48.7		48.7 dB			
Statistics						
LASS.00	67.6 dB					
LAS10.00	63.9 dB					
LAS33.30	57.7 dB					
LAS50.00	55.5 dB					
LAS66.60	53.7 dB					
LAS90.00	50.8 dB					
Calibration History						
Preamp	Date	dB re. 1V/Pa		6.3	8.0	10.0
PRM831	2020-05-11 07:49:29	-27.4		45.7	52.9	40.4
						12.5
						53.3

LOCATION 1 RUN 2

Summary	
File Name on Meter	JMT_Data.104
File Name on PC	SLM_0003004_JMT_Data_104.00.ldbin
Serial Number	0003004
Model	Model 831
Firmware Version	2.402
User	
Location	
Job Description	
Note	

Measurement	
Description	30 min TH, A,C,Z, 1/1 and 1/3 octave A,C,Z.
Start	2021-09-21 11:13:22
Stop	2021-09-21 11:43:29
Duration	00:30:07.2
Run Time	00:30:07.2
Pause	00:00:00.0
Pre Calibration	2020-05-11 07:49:29
Post Calibration	None
Calibration Deviation	---

Overall Settings	
RMS Weight	A Weighting
Peak Weight	Z Weighting
Detector	Slow
Preamp	PRM831
Microphone Correction	Off
Integration Method	Linear
OBA Range	Normal
OBA Bandwidth	1/1 and 1/3
OBA Freq. Weighting	A Weighting
OBA Max Spectrum	Bin Max
Gain	0.0 dB
Overload	144.9 dB
	A C Z
Under Range Peak	77.4 74.4 79.4 dB
Under Range Limit	26.8 27.3 33.4 dB
Noise Floor	17.7 18.2 23.8 dB

Results	
LAeq	57.6 dB
LAE	90.2 dB
EA	115.027 µPa²h
EA8	1.833 mPa²h
EA40	9.166 mPa²h
LZpeak (max)	2021-09-21 11:27:30 114.9 dB
LASmax	2021-09-21 11:37:11 73.0 dB
LASmin	2021-09-21 11:19:36 46.0 dB
SEA	-99.9 dB
LAS > 65.0 dB (Exceedance Counts / Duration)	25 95.0 s
LAS > 85.0 dB (Exceedance Counts / Duration)	0 0.0 s
LZpeak > 135.0 dB (Exceedance Counts / Duration)	0 0.0 s
LZpeak > 137.0 dB (Exceedance Counts / Duration)	0 0.0 s
LZpeak > 140.0 dB (Exceedance Counts / Duration)	0 0.0 s

Community Noise	Ldn	LDay 07:00-22:00	LNight 22:00-07:00	Lden	LDay 07:00-19:00	LEvening 19:00-22:00	LNight 22:00-07:00
	57.6	57.6	-99.9	57.6	57.6	-99.9	-99.9

LCEq	73.8 dB
LAeq	57.6 dB
LCEq - LAeq	16.2 dB
LALeq	59.0 dB
LAeq	57.6 dB
LALeq - LAeq	1.4 dB

A		C		Z	
dB	Time Stamp	dB	Time Stamp	dB	Time Stamp
Leq	57.6	73.8		89.2	
Ls(max)	73.0 2021/09/21 11:37:11	89.5 2021/09/21 11:27:30		103.5 2021/09/21 11:15:57	
Lf(max)	74.2 2021/09/21 11:37:10	95.7 2021/09/21 11:27:30		107.7 2021/09/21 11:15:57	
Li(max)	75.1 2021/09/21 11:18:36	99.7 2021/09/21 11:27:30		110.5 2021/09/21 11:27:30	
Ls(min)	46.0 2021/09/21 11:19:36	56.8 2021/09/21 11:41:53		67.1 2021/09/21 11:39:09	
Lf(min)	45.4 2021/09/21 11:13:33	55.4 2021/09/21 11:39:06		62.0 2021/09/21 11:39:07	
Li(min)	45.6 2021/09/21 11:19:32	57.7 2021/09/21 11:39:06		69.4 2021/09/21 11:39:09	
Lpeak(max)	86.4 2021/09/21 11:24:38	106.2 2021/09/21 11:27:30		114.9 2021/09/21 11:27:30	

# Overloads	0
Overload Duration	0.0 s
# OBA Overloads	0
OBA Overload Duration	0.0 s

Dose Settings	
Dose Name	OSHA-1 OSHA-2
Exchange Rate	5 5 dB
Threshold	90 80 dB
Criterion Level	90 90 dB
Criterion Duration	8 8 h

Results	
Dose	-99.9 -99.9 %
Projected Dose	-99.9 -99.9 %
TWA (Projected)	-99.9 -99.9 dB
TWA (t)	-99.9 -99.9 dB
Lep (t)	45.6 45.6 dB

Statistics	
LAS5.00	63.9 dB
LAS10.00	59.6 dB
LAS33.30	54.5 dB
LAS50.00	52.7 dB
LAS66.60	50.9 dB
LAS90.00	48.4 dB

Calibration History	
Preamp	Date dB re. 1V/Pa 6.3 8.0 10.0 12.5
PRM831	2020-05-11 07:49:29 -27.4 45.7 52.9 40.4 53.3

Project T.H. Kinsella, IncSubject Ambient Noise CollectionJob No. 07235

Sheet No. _____ of _____

Computed By MGDate 9/21

Checked By _____

Date _____

Location 1 Run 1 (salt springs Rd. Fayetteville Nc)

GPS 43.6251359, -75.9648532)

JMT File - JMT-102

Weather 70's, sunny

wind $\approx$ 15 mph

start 8:41

Fin. 9:11

Min	Sec.	Event
8:40	20	Mac Truck
8:42	10	2 cars
8:42	31	2 cars, mack Truck
8:44	36	2 cars
8:45	12	3 cars
8:46	31	1 car
8:48	42	2 cars
8:53	10	strong gust of wind, 3 cars
8:54	30	1 car
8:56	21	site operation sounds (Excavator tracks, hammering?)
8:57	12	car
8:58		1 Ambulance, 2 cars
8:59		2 cars
9:00		1 Mac Truck
9:03		1 car
9:04		strong gust of wind
9:06		on site operations
9:07		car pulls in across street.
9:08		strong gust
9:09		4 cars 1 mac truck
9:11		Finish

* crickets constant
Frequent strong gusts



Project T.H Kinsella
Subject Ambient Noise Collection Job No. _____
Sheet No. _____ of _____
Computed By MG Date 9/21 Checked By _____ Date _____

Location 1 Run 2

GPS 43.0251359, -75.9648532)

JMT file → JMT_104

Weather 70's Sunny wind ≈ 8-10 mph

start 1113

Fin 1143

Min	Sec.	Event
1113		Start
1114		2 cars
1116	21	1 car
1124	21	2 cars
1127		2 cars
1129		2 cars 1 mac truck
1134		1 car
1139		2 cars

* Frequent strong gusts
crickets constant

BALDWIN SUTPHEN BIANCO, PLLC

ATTORNEYS AT LAW

126 North Salina Street, Suite 400
Syracuse, NY 13202

Jamie L. Sutphen, Esq.*

*Admitted FL ** Of Counsel ***Admitted PA & NJ,
jsutphen@bsfattorneys.com

*To: Supervisor Deer, Town of Manlius
From: Jamie L. Sutphen, Esq.
Date: May 28 ,2025
RE: T. H. Kinsella, Inc.

The T.H. Kinsella, Inc. application for extension of their mining permit. Is on for public hearing tonight. This is a Type 1 action under SEQRA, so the Board must take a “hard look” at the environmental factors that are affected with the extension of the mining. You may recall that when the zone change was done, it was represented that the environmental issues would be under full review at the time of the request of the permit extension.

Type 1 and GML Referral

This evening, the matter will be declared **Type 1** and referred **to the County for the GML** referral. The County recommendation will come back by June 11th. Because of the requirement to re

The Board may be informed by the referral from County on the zone change which stated,

“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.*”

A similar response would be expected on this referral.

Prior Public Comments

One of the public comments that the Board agreed would be looked into at the time of the permit extension was as follows:

“When water resources were discussed in relation to the quarry expansion, it was stated on two occasions that there would be no impact on any nearby groundwater wells because mining will not occur below the water table. I am curious about this statement. From my work with the Quarry Study Group, I understand that the effects on water resources from this type of land use are highly complex and require thorough consideration...the Town Board should refer to the Hydrogeology and Mining section of the Quarry Study Group's Recommendations ...”

Referral to Town Engineer

Given the nature of the action and the environmental issues, the matter will be referred to the Town Engineer to review the representations and findings of the applicant on the FEAF and in the application. Of course, the condition and operation of the active mine informs these decisions, as well.

Matters for SEQRA Review

In general, the following major issues will be addressed in SEQRA review:

IMPACTS TO LAND – reclamation as a mitigating factor

GROUNDWATER AND SURFACE WATERS

TRAFFIC (particularly truck traffic)

NOISE - particularly blasting and how its effects can be mitigated.

AIR QUALITY



June 2, 2025

Supervisor and Board Members
Town of Manlius Board
301 Brooklea Drive
Fayetteville, NY 13066

townboard@townofmanlius.org

Submitted via email

**RE: Natural Resource Removal Permit Amendment Application
T.H. Kinsella, Inc. – Kinsella Quarry NYS Route 5
JMT # 19-02095N-003**

Dear Town Board:

JMT of New York, Inc. (JMT), on behalf of T.H. Kinsella, Inc. (Kinsella), respectfully submits this letter in support of the pending Kinsella application to amend the existing Natural Resource Removal Permit (NRRP) for the Kinsella Quarry to include 11.8 acres that was recently rezoned by the Town Board to the Natural Resource Removal District (NRRD). This letter expands upon the discussion presented in the *Renewal and Modification Application for Permit to Mine and Mined Land Use Plan (MLUP)* previously submitted as an attachment to the NRRP application as it relates to the “Matters for SEQRA Review” identified in the May 28, 2025 letter from Jamie L. Sutphen, Esq., to the Town of Manlius regarding the subject application.

Impacts to Land

As noted in the application submittal documents, the action will take place entirely upon previously disturbed lands directly adjacent to the existing quarry, and within an existing 12’ to 15’ high perimeter screening berm. Mining of this area will not result in removal of any agriculturally important soils or unique landform features. Mining is a consumptive land use which necessarily alters the topography. However, these changes in topography do not inherently constitute adverse impacts to lands, and the area proposed for expanded mining activity will be reclaimed to vegetated land upon completion of mining. As such, there are no potentially significant adverse impacts to land as a result of the proposed action.

Groundwater and Surface Waters

As discussed in the previously submitted *MLUP*, and further supported by a *Hydrogeological Report for Kinsella Quarry Extension* prepared by William P. Tully, Ph.D., P.E., September 20, 1994 (attached), the proposed action does not have the potential to adversely impact water resources. Surface water drainage patterns will be slightly altered within the proposed expansion area by removal of overburden and bedrock, but overall surface drainage patterns will not change, as this area is entirely contained within an existing perimeter berm and currently drains (and will continue to drain) into the quarry, where stormwater runoff will be managed in accordance with current practice. As a result, there are no potentially significant impacts to surface drainage patterns, surface waters, or groundwater recharge as a result of the proposed action.

All mining activity at the facility will continue to occur above the seasonal high groundwater table. Mining activity in the proposed expansion area will remain above 760' AMSL (a maximum depth of approximately 60 feet below current grade, and approximately 50-60 feet above the current existing and approved quarry floor elevations). As all mining activity will remain above the groundwater table, and as mining activity in the proposed expansion area will remain above 760' AMSL, there is no potential for the proposed action to adversely impact groundwater elevations.

The existing quarry has operated for decades with no impacts to surrounding groundwater well source quantity or quality, in large part due to mining activity occurring exclusively above the water table. In the vicinity of the proposed expansion, the existing quarry excavation is approximately 300 feet from the nearest residential property line and approximately 450 feet from the nearest residence. Mining activity in the proposed expansion area will occur no closer to residential properties and structures than occurs under current practice. As a result of maintaining mining activities above the groundwater table, maintaining lateral separation from adjacent groundwater well supply users, and continuing to observe proper blasting practices, the proposed action has no potential to significantly impact groundwater supply quantity or quality to nearby well users.

The above discussion notwithstanding, there is a condition in the current existing NRRP permit requiring Kinsella to investigate any claims of impacts to well water supply. Additionally, in recognition of general public concern over hypothetical impacts to groundwater wells, Kinsella is proposing to offer (at Kinsella's cost) baseline well surveys to the four residences along Salt Springs Road nearest the expansion area. These residences are located at:

- 8105 Salt Springs Road
- 8117 Salt Springs Road
- 8142 Salt Springs Road
- 8171 Salt Springs Road

The baseline well survey, if accepted by the homeowner and subject to accessibility and feasibility based on well and supply system configuration, will include:

- Compilation of general well information as provided by the owner
- Acoustical measurement of water elevation within the well (if feasible based on well construction and accessibility)
- Water supply system flow rate test
- Real-time observation of water quality metrics (temperature, pH, conductivity, turbidity, dissolved oxygen, color, odor)
- Laboratory analysis of water quality metrics (pH, specific conductance, turbidity, e. coli, color, odor, metals)

The baseline well surveys will assist in evaluating any claims these homeowners may make relating to impacts to well water supply. Results of the baseline survey will be provided to each respective homeowner and the Town Quarry Commission upon completion of the survey.

Traffic

Truck traffic is entirely a function of market demand and production rate capacity. The proposed action will enable continued operation of the existing quarry facility under existing operational conditions, has no potential to influence market conditions, and does not include any aspects that have the potential to impact production rate capacity. There will be no additional access points from public roadways into the mine site as part of the proposed action. As such, the proposed action has no potential to alter existing truck traffic, and therefore does not present the potential to adversely impact traffic.

Noise

The proposed action is a continuation of existing mining operation practices. No new equipment or other sources of noise are proposed. The quarry's hours of operation are not changing. Mining activity will occur over a marginally expanded area on additional lands to the south and west of the current operation. However, significant buffering distance and screening topography (12' to 15' existing perimeter berm) will remain in-place between all mining operations and nearby potential sound receptors. A noise impact analysis consistent with DEC's Noise Policy utilizing highly conservative assumptions was completed for the proposed action (see previously submitted *MLUP*) and found that no potentially significant noise impacts will result from the proposed action.

Periodic blasting by a licensed blaster in accordance with current practices and under all regulatory requirements and blast design best practices likewise does not constitute a potentially adverse noise impact. A seismograph and crack gauge monitor (for a period of one year) will be placed on an agreed upon property within the Changing Seasons neighborhood prior to blasting in the expansion area. Both the seismograph and crack gauge monitor will be installed and monitored by Vibra-Tech (a third-party blasting monitoring company). The data collected by the seismograph and crack gauge monitor will be provided to the Quarry Commission.

Air Quality

As discussed in the previously submitted *MLUP*, "[t]here will be no impacts to local or regional air quality as a result of the expansion...." The proposed action is a continuation of current operational practices into additional adjacent areas, and now new sources of emissions are proposed. Vegetated buffers and the perimeter screening berm will remain in-place, and Kinsella will continue to utilize standard mining procedures to prevent and control potential dust generation. Please see the previously submitted *MLUP* for additional detail.

The above discussion notwithstanding, Kinsella has agreed to install two additional PurpleAir air quality monitors proximal to the site at locations to-be-determined to confirm and ensure that there is no degradation in air quality as a result of continued mining activity.

If you should have any questions or require additional information, please feel free to contact me at (518) 782-0882 or edavidson@jmt.com

Sincerely,

JMT of New York, Inc.



Edward G. Davidson, P.G.
Associate Vice President

Attachment

ecc w/ att.: T. Kinsella, T. H. Kinsella, Inc.
M. Fogel, Esq., Fogel & Brown, P.C.
J. Sutphen, Esq., Town Attorney

HYDROGEOLOGICAL REPORT
for
KINSELLA QUARRY EXTENSION

by

William P. Tully, Ph.D., P.E.

September 20, 1994

GEOLOGY

Bedrock Geology

The project site is located on the escarpment at the northern limit of the Appalachian Upland. The quarried commercial stone comes from layers of sedimentary rock which geologists term the Manlius Formation. Extending the operation westward on the property quarrying would continue to extract commercial quality rock from both the Onondaga Formation and the overlying Manlius Formation. These limestone units were formed largely through the consolidation of the remains of shelled organisms which lived about 400 million years ago when central New York was under a shallow sea during the Devonian period.

Further to the south these limestone formations are overlain by younger Devonian rocks known as the Upper Shales. Throughout, there is about 5000 feet of older sedimentary units below. All the units are regionally tilted to a southward dip of about 40 feet per mile. On the surface, however, post-glacial northward erosion has beveled the land downward to the north and produced the present outcrop patterns.

The outcropping of the relatively thin Onondaga and Manlius Formations appear as bands running from west to east across New York State. In central New York quarrying operations follow this band. At the Jamesville Quarry to the southwest the floor is at the top of the Elmwood member some 80 feet below this project's quarry floor. This difference in elevation is due to the southward dip of the bedding planes.

At the Kinsella Quarry the surface outcropping rock is the Pools Brook member of the Manlius Formation. It is only 3 to 4 feet thick. The remaining 45 feet of quarried rock includes about 18 feet of the Jamesville member, 15 feet of the Clark's Reservation member and 12 feet of the Elmwood member. The floor of the Quarry is soft, earthy, thin-bedded dolomite which is not of good commercial quality. Beneath the quarry floor are the Olney and Roundout limestones, Cobleskill dolomite, Fiddlers Green gypsum beds and Camillus shales. These members are not known to produce commercial quality materials.

Throughout the area, the Manlius and Onondaga Formations exhibit joints and fractures as a result of regional stresses. Numerous examples of these normal features are evident at the quarry site and its general vicinity. Vertical and oblique joints combine with slightly tipped bedding plane joints to form a three-dimensional system for conducting groundwater. Surface water having infiltrated the top soil horizons, seeps vertically downward. When minerals are dissolved from adjacent rocks the joints are enlarged and the mechanism for recharging groundwaters is developed.

Surficial Geology and Soils

The topography of the central New York region has been developed through both erosion and deposition in relation to several glaciation episodes within the last million years or so. Glacial advances covering the Syracuse area with ice several thousand feet thick have carved basins and modified upland topography.

About 12,000 years ago the meltwaters from the retreating ice deposited glacial drift and till in the form of surface features such as drumlins and deltas. Various pauses in the northward glacial retreat yielded meltwaters which cut numerous west-east troughs and north-south valleys and canyons. The most spectacular such event occurred when the retreating ice front paused near the escarpment and meltwaters from much of western New York surged eastward throughout the Syracuse area removing much of the till cover. Throughout central New York troughs and cross-cut channels near the escarpment were formed at about elevation 540 feet above mean sea level. Included are the White Lake and Snooks Pond troughs to the west. This elevation corresponds to that of Pool's Brook just north of the project site and the low point in the spectacular canyon to its east.

The surface beveling which is evident at the project area occurred during this period. Only a thin mantle of till remains from which soils have developed through natural weathering, biological and morphological processes. On the general area there are Wassaic, Benson, Camillus and Cazenovia Silt Loams ranging in thickness from 0 to 4 feet. The location of the soils found within the proposed mining limit are shown in Exhibit 1. Their description is as follows.

The Benson silt loams are gently sloping (0 to 8 percent) shallow soils ranging from 10 to 20 inches in depth and covering about 30% of the proposed mining area. The soil is medium textured, and somewhat excessively drained.

The Benson-Wassaic-Rock outcrop association includes gently sloping (0 to 3 percent) soils whose depth ranges from 0 to 40 inches in pockets and covers about 10% of the proposed mining area. The soil is medium textured and somewhat excessively drained.

The Wassaic-Benson silt looms are gently sloping (0 to 8 percent) soils whose depth ranges up to 40 inches in pockets and covers about 60% of the proposed mining area. The soils are medium textured and well-drained. They are by-far the most suited for crops of all the soils on the project area.

HYDROLOGY

Groundwater

The groundwater resources of the quarry area and the neighboring region result from the local character of the geological strata which allows groundwater percolation and subsurface flow according to regional and localized hydraulic gradients. The general direction of all groundwater movement within a 1.5 mile radius of the project site is northward and northwestward. The only significant exception to this occurs in the immediate vicinity of Bishop's Brook and the canyon just west of the project site where groundwater flow will follow the steep surface gradients.

The movement of water into and out of a groundwater reservoir causes changes in the amount of water held in storage. The addition of water to a groundwater reservoir is called recharge; the removal of water is termed discharge. Aquifer, is the term used to describe a saturated geologic formation or group of formations which is capable of yielding water at an economically efficient rate for use. Aquifers serve as transmission conduits and temporary storage reservoirs. They transport waters from recharge areas to surface bodies of water, wetlands, springs, areas of evapotranspiration through vegetation, and wells and other water collecting devices. Aquifers provide reserve water for use during periods when withdrawals exceed recharge.

Precipitation is the source of all natural recharge. Accordingly, the trend of groundwater levels follows that of precipitation with some time delay. The characteristics of this delay are related directly to the characteristics of the materials of the underlying geologic formation. Precipitation for the region is about 36 inches per year. On a yearly basis, the distribution of precipitation is as follows: 25 percent flows directly through overland flow to surface water bodies; 50 percent is returned directly to the atmosphere by the combined processes of evaporation and transpiration; and 25 percent recharges the groundwater reservoir. Accordingly, groundwater recharge averages about 9 inches per year. This amounts to approximately 428,000 gallons of water per day per square mile.

The primary aquifers in the area are the Roundout limestone and the Fiddlers Green gypsum. These two formations are located about 30 and 130 feet respectively beneath the present quarry floor. There would be no change in these relationships relative to the proposed westward expansion of quarrying activity. At Salt Springs Road, these formations are about 130 and 230 feet respectively beneath the land surface.

The extensive naturally northward subsurface flow through the Roundout limestone toward the escarpment replenishes the groundwater along the Salt Springs Road area and under the quarry floor. Additionally, and to a much lesser extent, local

groundwater recharge occurs through about 2000 acres lying between Salt Springs Road and the escarpment. There is abundant subsurface northerly flow past the project well which produces numerous springs and spring fed ponds to the north and east of the quarry and 150 to 250 feet below the quarry floor. These springs come from the Fiddlers Green limestone aquifer some 55 feet below the bottom of the Roundout. The quarry's operational well and those of neighboring homeowners along Townsend Road and Salt Springs Road are in the higher Roundout aquifer and have not exhibited a strong relationship with the lower springs.

There are two wells on the quarry property. The first well, installed in 1974, is located near the office and maintenance facilities in the northwest corner of the property. It is 168 feet deep, cased for the first 150 feet and produced 30 gallons per minute when drilled. The groundwater elevation in this area varies seasonally and may be as low as 430 feet and as high as 500 feet above mean sea level. The recharge area to this deep groundwater reserve includes several hundreds of acres immediately north and south of NY State Route 5. Additional recharge may occur from leaky drainage of the Fiddlers Green. The demand on this well is very light, rarely exceeding 50 gallons per day. There are no plans for change in the use of this well regarding the proposed action.

The second well, installed in 1975, is located at the existing crusher and stockpile area. It is within 200 feet of the escarpment at the natural northern limit to mining and about 400 feet from the eastern property line. This well extends from surface elevation 820 downward through about 50 feet of quarryable rock and, 30 feet of Olney limestone, 35 feet of Roundout limestone and 37 feet into Cobbleskill dolomite for a total depth of 152 feet. Inside the 8-inch well is a 6-inch steel liner which is 126 feet long, extending 10 feet into the Cobbleskill. The water is lifted to the surface through a 2-inch galvanized pipe by a 7.5 h.p. pump. The system produced 80 gallons per minute when drilled. As discussed below this well is used to meet varying demands for the crusher and screening operation as well as dust control.

The operations well satisfies a variable demand of 0 to 5800 gallons per day, depending on the dust and wash requirements. The groundwater generally comes from the Roundout limestone. The groundwater elevation is expected to vary from a low of about 690 feet to a high of about 760 feet above mean sea level. When pumping, the well is primarily intercepting groundwater which is naturally flowing toward it from the south. The intermittent pumping and the physical characteristics of the Roundout limestone are such that flow path drawdown estimates can be computed by the Theis non-equilibrium method.⁽¹⁾ In the absence of what would be extremely extensive field testing these

(1) Walton, W.C., Groundwater Resource Evaluation, McGraw-Hill Co., New York, 1970.

computations can be based on the reported^(2,3) range and average of values for porosity, specific yield and permeability of limestone such as the Manlius formation and its Roundout member.

Using average values for porosity, 5%; for specific yield, 2%; and for permeability, 1 gallon per day per square foot under a gradient of unity at 60°F analysis of flow paths and drawdowns has been made for various conditions at the project well and at the neighboring residential wells.

The worst case conditions simulates drought without recharge and continuous quarry well pumping at 5800 gallons per day for 21 consecutive days. Starting with only a saturated thickness of 18 feet in the Roundout the radius of the area of influence would be about 200 feet around the well. At 400 feet from the well, which represents the eastern property line, the drawdown would be only 0.1 feet. Also under these conditions the well itself would be temporarily dry and continuous pumping could not be sustained.

Using more liberal assumptions to theoretically spread the zone of influence further from the project well by increasing the transmissibility tenfold, the drawdown becomes 0.3 feet at the 400 foot radius. Again, the well could not sustain this continuous pumping under the assumed drought conditions. It would go temporarily dry before this drawdown is reached.

Under normal operating conditions with full saturated thickness of the Roundout limestone the zone of influence contracts even closer to the well and the drawdown at 400 feet is about one-tenth of the above computed values.

The sensitivity of these computations to the assumptions made and the method of analysis used is relatively insignificant. Additionally the well's local natural recharge area of about 80 acres provides about 19.5 million gallons of recharge each year which in itself exceeds by one-hundred fold the average annual withdrawal of less than 180,000 gallons. Furthermore the withdrawn water is applied wholly within the quarry and is discharged on the quarry floor. About one-half of this is expected to return as recharge to the aquifer, the remainder being absorbed by the aggregate and returned by evaporation to the atmosphere.

This well as it now operates has no impact on the groundwater resources outside of the property boundaries. There is no planned change for the use of this well should the quarrying expand westward.

(2) Walton, W.C., Groundwater Resource Evaluation, McGraw-Hill Co., New York, 1970.

(3) Kantrowitz, I.H., Groundwater Resources in the Eastern Oswego River Basin, New York, State of New York Conservation Department, Basin Planning Report ORB-2.

If quarrying does move westward along the proposed southerly mining limit paralleling the north side of Salt Springs Road then due to the natural dip of the bedding planes more precipitation will be retained on site and the local recharge would increase proportionately. During a year having the approximate average 36 inches of rainfall up to about 9 million gallons of additional recharge will enter the very local groundwater system through the southward dipping floor of the expanded quarry. This represents less than a 3 percent increase in groundwater recharge over the 2 square miles immediately surrounding the proposed expansion. Surface runoff will decrease accordingly. These are the largest reasonable estimates of exceptionally small changes whose most certain consequences are only a very slight increase in available water at the on-site operations well. Also there would be decreases in peak flow in Pools Brook with additions to its base flow, both at levels too small to measure with meaning. Neither change will have an adverse environmental impact. The relief of overburden pressure by the removal of 50 feet of depth of commercial quality limestone from the strata which range from 30 feet to 80 feet above the roundout will have effects that will be too small to be discernible in the field. Using Darcy's law and the prior average values of the properties of limestone the velocity of groundwater flow might increase an average from 1 foot per day to 1.5 feet per day under the most adverse conditions.

Neighboring residential wells along Salt Springs Road derive their water primarily from the northward flow through the Roundout formation. The depth of these wells range from 100 feet to 260 feet as the land surface rises going from west of the quarry to east of the quarry. Small amounts of these groundwaters are removed by the residents before they reach the project property. Assuming an unusually high residential use rate of 1000 gallons per day the practical radius of their zone of influence is about 40 feet. Although there is not abundant groundwater at every well, primarily due to insufficient penetration of the local residential use aquifer believed to be the Roundout, there is no evidence of mutual interference between any wells in the area. Westward extension of the quarry would have no impact.

Neighboring residential wells along Townsend Road also derive their water primarily from the Roundout formation. In addition to replenishment through the generally northward flowing groundwaters these wells benefit from recharge over about 130 acres, some 50 of which also recharge the quarry well. Although there appears to be abundant groundwater at each homesite the extreme closeness of these properties to the edge of the escarpment indicates that the supply may be spotty and governed by fissures feeding springs. Quarrying has not adversely impacted on this condition. Westward extension of the Quarry will have no discernible impact but may make more water available for local recharge.

Neighbors residing to the west of the proposed expansion area do not rely on groundwater as their source of residential water supply. In addition, the elevation of their land is moderately below or substantially below the proposed quarry expansion site. The groundwater supply to these properties is also from the south and moves in generally northward directions. However, where properties are close to the irregular edges of the escarpment the local occurrence of groundwater will be spotty and governed by fissures feeding springs. Westward extension of the Quarry will have no impact.

[The following four paragraphs are excerpted from a January, 1982 report submitted to provide information to answer questions about groundwater raised by the Town of Manlius Environmental Council in their October 14, 1981 report to the Town Board on a draft EIS submitted by T.H. Kinsella Co., Inc. There has been no contradictory information established in the intervening 12-1/2 years and thus the paragraphs are included as background for this report.

Personal interviews and written questionnaires were used to obtain information about the wells on neighboring properties. The reports provided by 20 neighbors clearly establishes the location of the aquifer. Two homeowners reported water supply problems. One alleged that Quarry blasting caused his well to go dry in 1980. This well only penetrated the Roundout by 5 feet. When the well was drilled 30 feet deeper full penetration of the Roundout was obtained and a new water supply was secured. The second homeowner indicated that their well loses its prime if more than 6-7 gallons is drawn at a time and that the well has been like this since it was drilled 33 years ago. Theirs is the shallowest of the reported wells and does not penetrate the Roundout. The reports provided normal maintenance and repair comments, extremely variable comments about hardness and generally indicated that water quality was good to very good.

The reports also indicated variable depths of casing. This is somewhat surprising since the area is reported by a local well driller⁽⁴⁾ as being generally in need for well casings. This need is prevalent to situations near the escarpment throughout central New York. A properly constructed well in the study area is one for which the well and casing have been extended into the Roundout.

The proposed limits of the southward extension of the quarrying operation will end about 600 feet from 4 residential wells and 800 feet from 4 others along Salt Springs Road. Information was provided by 7 of these 8 homeowners regarding their wells. Of these, 4 wells appeared to be properly constructed, 2 neighbors believed their casing to be only about

⁴Eva Deline, Barber and Deline Well Drillers, Inc., Preble, N.Y., personal communications.

20 feet deep and 1 was uncertain as to whether or not their well was cased.

A comparison exists between the possible effects of blasting on this aquifer and these wells relative to the conditions reported⁽⁵⁾ at the Jamesville Quarry in the Town of Manlius. The wave propagation constants developed for use in the Jamesville Quarry wave propagation equation deal with essentially the same materials but involve about twice the weight of explosive charge per delay used at the Kinsella Quarry. Also the Kinsella Quarry blasting is about 2 percent as often as at the Jamesville Quarry. As discussed in detail in the above referenced report, the potential for damage due to vibrations caused by blasting varies inversely to the square root of the weight of explosive charge per delay. In that report the results of considerable analysis are presented for 600 feet and other distances farther from the blast. As a direct result of the reduced weight of explosive charge per delay the projected vibratory effects of blasting at the Kinsella Quarry would be one-third less at the same distances than proposed at Jamesville. When considered along with the extremely lower frequency of blasting then the possibility of an adverse impact on the aquifer and neighboring wells is virtually non-existent.

Surface Water

The pattern of surface water movement in and adjacent to the site is not generally discernible except at the extreme north end where Pool's Brook runs through the small extension of the land immediately adjacent to E. Genesee Street. From Pool's Brook southerly there are some small ravines in the steep hillside that carry storm water northerly. Storm water also flows down the on-site haul road. The majority of this run-off goes into a pond located across from the office building. The pond is fed by a spring running out of the hillside and is stocked with fish.

Storm water does not discharge from the quarry itself except from the extreme northerly margin where the stock piles of stone are located. Storm water from the remainder of the quarry surface percolates into the rock fissures.

The presently unquarried southern section of the property slopes gently to the northwest. The soils in the area proposed for mining have permeability rates of up to 2 inches per hour and allow little if any runoff. After quarrying, the remaining quarry floor would slope gently to the southwest and yield essentially no runoff. This change would be negligible and create no adverse impact on the surface waters of the area. There would be a slightly positive impact on the groundwater recharge of the area due to infiltration by the modest amount of impounded waters.

⁵Ecology and Environment, Inc., Draft Environmental Impact Statement for the Extension of the Jamesville Quarry in the Town of Manlius, New York, 1979.



J.Ryan McMahon, II
COUNTY EXECUTIVE

Onondaga County Planning Board

RESOLUTION OF THE ONONDAGA COUNTY PLANNING BOARD

Meeting Date: June 11, 2025
OCPB Case # Z-25-170

- 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 OTHER AUTHORIZATION from the Town of Manlius Town Board at the request of T.H. Kinsella Quarries for the property located at Salt Springs Road; and
- WHEREAS, General Municipal Law Section 239-m allows the County Planning Board to review authorizations which a referring body may issue under the provisions of any zoning ordinance or local law the site is located within 500 feet of Salt Springs Road (Route 132), a county highway; and
- WHEREAS, the applicant is applying for an amendment to their current Natural Resource Removal Permit to include 11.8 acres that were just rezoned to Natural Resource Removal (NRRD) zoning district to allow for an expansion of gravel mining operations; and
- WHEREAS, the Board previously offered No Position with Comment regarding a zone change referral (Z-25-74) to change the site to the NRRD to allow expansion of an existing gravel mine, encouraging the Town to consider nearby residential land uses when reviewing the proposed expansion of mining operations and to ensure adequate avoidance or mitigation of mining operations is identified prior to zone change approval; 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 referral materials, the applicant is seeking to amend their current Natural Resource Removal Permit to include the 11.8 acres recently rezoned to NRRD in a permitted mining operation and expand onsite mining operations to that area; 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, per the Proposed Amendment to NRRP map dated 5/8/25, a 250'-wide Forever Wild Area along the site's western boundary buffers the adjacent residential neighborhood; the map depicts a 600'-wide buffer between mining activities and the Forever Wild Area; per the Renewal and Modification Application for Permit to Mine and Mined Land Use Plan prepared by JMT of New York, Inc dated 5/2025,

potential impacts are discussed including noise, dust/air quality, and impacts to the surrounding environment; the a noise impact analysis was conducted and projected noise scenarios are included in the Plan; detailed noise mitigation measures include equipment to be muffled to MSHA standards, vegetative cover is retained in areas outside of the mining location, and operation hours are restricted to Monday through Friday 6am to 4pm and Saturdays 7am to 12pm; per the Plan, any potential visual impact from mining activity expansion is mitigated by the terrain and the security safety berm that surrounds the mining area; per the Plan, impacts to surrounding air quality are mitigated by measures including controlling dust on roadways with water, seeding berms to prevent dust and erosion, and leaving existing vegetation and trees in place wherever possible; 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”; 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 are 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; per the Renewal and Modification Application for Permit to Mine and Mined Land Use Plan prepared by JMT of New York, Inc dated 5/2025, Pools Brook, a NYS jurisdictional Class C stream is located in the northeast corner of the property; per GIS Mapping, Pools Brook is located over 1,500’ from the current site;

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 and may consequently be acted on solely by the referring board.

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

April 30th, 2025

Town of Manlius Town Board
Attn: **John Deer**, Supervisor
301 Brooklea Drive
Fayetteville, NY 13066



**RE: Revised District Plan for Highbridge Senior Apartments (formerly Garden Park) –
PUD Amendment Notification
Gramercy Circle and Highbridge Road (Tax Map#: 093-01-05.1)
Fayetteville, NY 13066
KFA Project #: 43032**

Dear Supervisor Deer,

On behalf of the project team, I am writing to inform the Town of Manlius of proposed amendments to the previously approved Planned Unit Development (PUD) District Plan for the senior apartment project located at the corner of Gramercy Circle and Highbridge Road, currently known as Highbridge Senior Apartments. This project was formerly titled “Garden Park” and received initial PUD approval from the Town Board on December 6, 2023, as documented in the adopted District Plan and District Plan Map appended to the Town Code as Schedule 1, “Planned Unit Development District Plans.”

Following the original approval of the Garden Park PUD District Plan, we have submitted revised plans dated April 30, 2025, which propose the following updates and refinements:

- **Increase in Residential Units:** The total number of senior apartment units has been increased from 86 units to 102 units to meet current demand while remaining within the footprint and general massing contemplated by the original plan.
- **Revised Parking Standards:** The required parking ratio for two-bedroom units has been modified from 2.0 spaces per unit to 1.5 spaces per unit, reflecting the anticipated needs of the senior resident population and aligning with best practices for senior housing design.
- **Adjusted Parking Layout:** Corresponding to the revised ratio, the overall number of parking spaces on site has been reduced from 156 to 134.
- **Other Site Revisions:** Minor updates to the internal site layout, stormwater management, and pedestrian connectivity have been incorporated and are detailed in the enclosed plans.

The project remains consistent with the intent and character of the originally approved District Plan, and the proposed changes are intended to enhance the development's livability, efficiency, and environmental quality.

We respectfully submit this amended District Plan for your review in accordance with §155-20.2 of the Town Code. The revised plans are enclosed for your consideration. We would be pleased to coordinate at your convenience if you require any further information or wish to schedule a meeting to discuss the updates.

Respectfully,
Keplinger Freeman Associates, PLLC

A handwritten signature in black ink, appearing to read 'Scott L. Freeman'.

Scott L. Freeman, PLA

Enclosure:

- Revised PUD District Plan – Highbridge Senior Apartments (dated April 30, 2025)
- Copy of Local Law 14-2023

IN THE MATTER

Of

**THE APPLICATION OF BOB AMODI TO
CONSIDER THE GARDEN PARK SENIOR
APARTMENTS DISTRICT PLAN REVIEW
BY THE TOWN BOARD OF THE TOWN OF
MANLIUS AND LOCAL LAW 2023-___ TO
CHANGE THE ZONING FROM
COMMERCIAL A (“CA”) TO PLANNED
UNIT DEVELOPMENT (“PUD”)**

**RESOLUTION ADOPTING
LOCAL LAW**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the ____th of _____, 2023, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, an application has been made to the Town Board by Bob Amodi by his attorney, Hancock & Estabrook LLP, the attorney for the proposed Garden Park Senior

Apartments (the “Applicant”) for a review of the Garden Park Senior Apartment District Plan (attached to this Resolution as Exhibit A – the “District Plan”) pursuant to Town of Manlius Code Section 155-20.2 (the Planned Unit Development District “PUD”) to develop a multiple-family dwelling units (containing 86 dwelling units) for senior apartments at the 8.77 acre vacant property located on Gramercy Circle off of Highbridge Road and adjacent to the Brookdale Memory Care Facility (tax map parcel 093-01-05.1) (the “Application” or the “Project”);

WHEREAS, the Applicant has also submitted to the Town Board a PUD District Map Plan that identifies the area of the District Plan, which is attached to this Resolution as Exhibit B;

WHEREAS, the Town Board is also considering a zone change under Local Law 2023-____, as set forth below:

**LOCAL LAW 2023-____, A LOCAL LAW ADOPTING THE
GARDEN PARK SENIOR APARTMENT DISTRICT PLAN
AND AMENDING THE ZONING MAP OF THE TOWN OF
MANLIUS:**

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

Section 1. That “The Revised Zoning Ordinance of the Town of Manlius”, as amended, and the “Zoning Map of the Town of Manlius”, which by provisions of said Zoning Ordinance shall be, and the same hereby are, amended to change the zoning for the 8.77 acres of unimproved land identified as tax map no. 093-01-05.1, as further set forth on that certain Graphic PUD District Plan by Keplinger Freeman Associated, dated 8/2/23, and as set forth more particularly on Schedule A, from Commercial A (CA) to Planned Unit Development (PUD):

See Schedule A, Legal Description

Section 2. That Section 155-20.8 be amended as follows:

A. Adopted District Plans:

1. Twin Ponds – the Twin Ponds District Plan is hereby adopted pursuant to the District Plan and District Plan Map approved by the Town Board on November 1, 2023 and appended to this Chapter as Schedule 1 – “Planned Unit Development District Plans”

2. Garden Park – the Garden Park Senior Apartment District Plan is hereby adopted pursuant to the District Plan and District Plan Map approved by the Town Board on _____, 2023 and appended to this Chapter as Schedule 1 – “Planned Unit Development District Plans”

Section 3. That Schedule 1 to Chapter 155 of the Town Code entitled “Planned Unit Development District Plans” be amended and will identify Garden Park Senior Apartment District Plan and details of said District Plans that have been approved and adopted by the Town Board under Section 155-20.2 through 155-20.7 of the Town Code.

Section 4. This local law shall take effect upon filing with the New York State Department of State.

WHEREAS, the Town Board held a public hearing on the Application on October 4, 2023 at which time members of the public were given the opportunity to speak both for and against Local Law 2023-____;

WHEREAS, the Town Board heard additional comments from the public during public comment period over several meetings that took place after the public hearing;

WHEREAS, in response to the concerns raised by the public and Town Board members, the Applicant has modified the District Plan to address these concerns;

WHEREAS, on December 6, 2023, the Town Board reviewed a written resolution prepared by the Attorney for the Town that determined that the zone change being requested will not have a significant environmental impact under SEQRA for the reasons set forth in said Resolution;

WHEREAS, the Town Board believes that District Plan and the zone change requested for the Project is in the best interest of the Town and hereby adopts the following FINDINGS and DETERMINATIONS:

FINDINGS AND DETERMINATIONS

1. The SEQRA determination resolution approved by the Town Board on 12/6/2023 is hereby re-adopted for the reasons set forth therein and it shall serve as a basis for these FINDINGS and DETERMINATIONS.
2. The District Plan incorporates several changes requested by the Town Board after the public hearing and addresses concerns raised by the residents, including, but not limited to: (i) an agreement to provide sidewalks along the property frontage of the Project and to work with Brookdale for sidewalk construction that will bring sidewalks closer to the Village of Fayetteville making the potential for connectivity for residents of the Project, Brookdale and the large population of the Wildwood Ridge Apartment complex across the street a reality; (ii) providing diverse housing options, including higher density apartment and condominium housing which is a goal of the Town Board and Onondaga County and is identified as a significant need in the recently adopted Town Comprehensive Plan; (iii) providing family of the Brookdale residents the opportunity to live in close proximity to this facility is an important quality of life goal for the Town; (iv) setting aside short term rental or “workforce” type housing opportunities for family members of residents at Brookdale offers new housing concepts and opportunities and is an important quality of life goal for the Town; (v) the amenities proposed for the Project are unique and will provide opportunities for mixed-use type services that the Town Board has been encouraging with the PUD and other recent local law changes; (vi) the potential for a pedestrian cross walk that would service the residents of the Wildwood Ridge Apartment complex to connect to a sidewalk along Highbridge Road will provide a traffic

calming strategy that will address the concerns residents have raised about speeding on Highbridge Road; (vii)_____;

3. Changing the zoning on the Property from CA to PUD for residential housing significantly reduces the risk of a more intense use of the Property that would be allowed in the CA zone and this is in the best interests of the Town and the neighbors of the Project.
4. The Project site as it is used today has become a dumping ground for hard fill and is unsightly and the Senior Apartment Complex will be an improvement to the site from a visual aspect based on the elevations provided by the Applicant.
5. While the proposed height of the building is 3.5 stories, the Project site is recessed when viewing it from Highbridge Road and will not appear as high from public vantage points.
6. The Project site has been an unproductive parcel for decades and the construction of the Senior Apartment Complex will turn the unproductive parcel into productive land that will pay more in taxes, fill the need for higher density housing for senior citizens, and assist Brookdale residents with providing accessible housing for their family members.
7. _____
8. _____

WHEREAS, based on the above FINDINGS and DETERMINATIONS, the Town Board desires to approve the District Plan and the Zone Change as set forth above,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby approves the District Plan with the condition that access to the Project site be through Gramercy Circle (the Brookdale entrance), as recommended by the Planning Board; and

BE IT FURTHER RESOLVED that Local Law 2023-____ as set forth in this Resolution is hereby approved; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to file Local Law 2023-____ with the Secretary of State within 20 days of the adoption of this Local Law and pursuant to Municipal Home Rule Law.

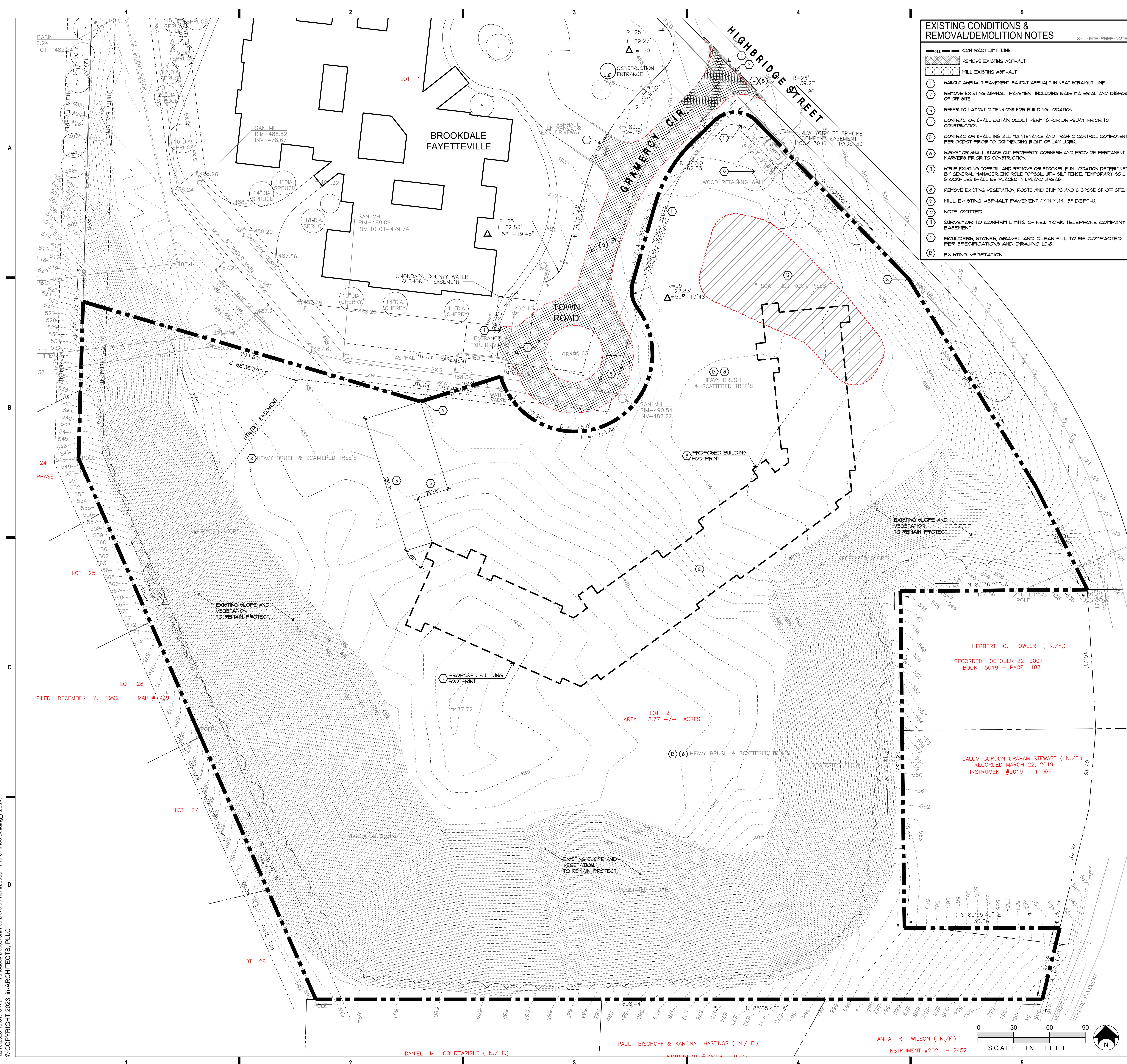
I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the ____th day of _____ 2023; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

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

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

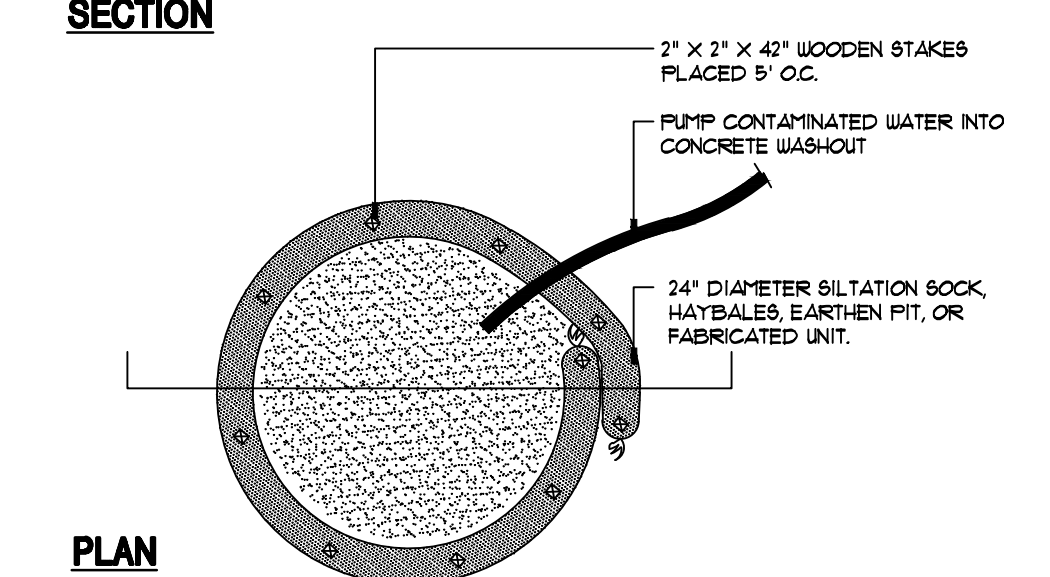
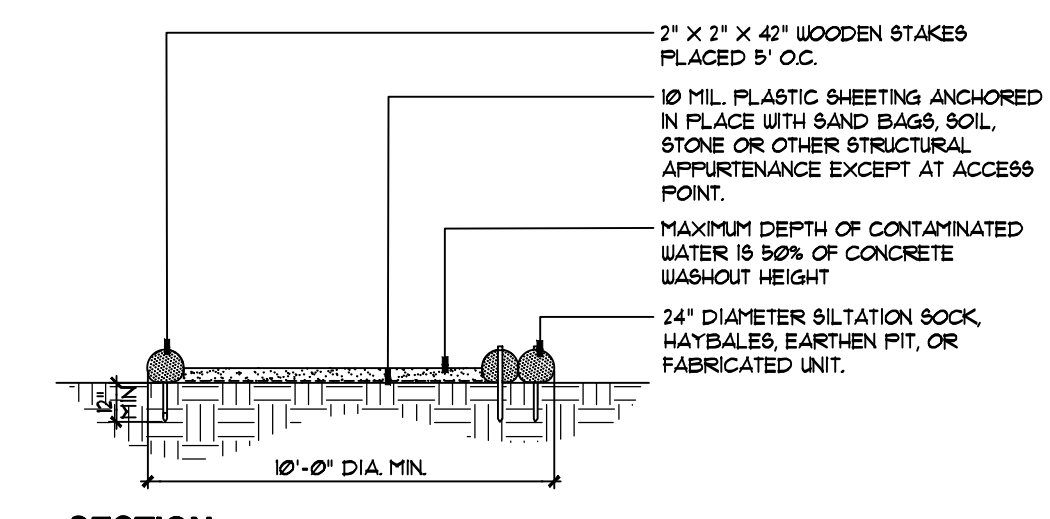
DATED: _____, 2023
Fayetteville, New York

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



- EXISTING CONDITIONS & REMOVAL/DEMOLITION NOTES**
1. REMOVE EXISTING ASPHALT PAVEMENT. SAUCUT ASPHALT IN NEAR STRAIGHT LINE.
2. REMOVE EXISTING ASPHALT PAVEMENT INCLUDING BASE MATERIAL AND DISPOSE OF OFF SITE.
3. REFER TO LAYOUT DIMENSIONS FOR BUILDING LOCATION.
4. CONTRACTOR SHALL OBTAIN OCCOT PERMITS FOR DRIVEWAY PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL INSTALL MAINTENANCE AND TRAFFIC CONTROL COMPONENTS PER OCCOT PRIOR TO COMMENCING RIGHT OF WAY WORK.
6. SURVEYOR SHALL STAKE OUT PROPERTY CORNERS AND PROVIDE PERMANENT MARKERS PRIOR TO CONSTRUCTION.
7. STRIP EXISTING TOPSOIL AND REMOVE OR STOCKPILE IN LOCATION DETERMINED BY GENERAL MANAGER. ENCLOSE TOPSOIL WITH SILT FENCE. TEMPORARY SOIL STOCKPILES SHALL BE PLACED IN UPLAND AREAS.
8. REMOVE EXISTING VEGETATION, ROOTS AND STUMPS AND DISPOSE OF OFF SITE.
9. MILL EXISTING ASPHALT PAVEMENT (MINIMUM 15" DEPTH).
10. NOTE OMITTED.
11. SURVEYOR TO CONFIRM LIMITS OF NEW YORK TELEPHONE COMPANY EASEMENT.
12. BOULDERS, STONES, GRAVEL AND CLEAN FILL TO BE COMPACTED PER SPECIFICATIONS AND DRAWING L1.0.
13. EXISTING VEGETATION.

EXISTING	PROPOSED	DESCRIPTION
---	---	CONTOUR
---	---	SPOT ELEVATION
---	---	CURB TAPER/END
---	---	TOP/BOTTOM OF CURB
---	---	HIGH / LOW POINT
---	---	TEST PIT
---	---	BORING (SEE SPECIFICATIONS FOR BORING INFO)
---	---	GUIDERAIL
---	---	FENCE
---	---	UTILITY POLE
---	---	WATER LINE
---	---	FIRE HYDRANT
---	---	STORY PIPE
---	---	UNDERDRAIN
---	---	SANITARY PIPE
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND ELECTRIC
---	---	TELEPHONE
---	---	STORY STRUCTURE
---	---	INLET
---	---	CATCH BASIN/MANHOLE
---	---	CLEAN OUT
---	---	SANITARY MANHOLE
---	---	ASPHALT PAVEMENT-DRIVE
---	---	ASPHALT PAVEMENT-OCCOT
---	---	CONCRETE PAVEMENT
---	---	CONCRETE PAVEMENT - HEAVY DUTY
---	---	STONE SHOULDER
---	---	OUTLET PROTECTION
---	---	TRAFFIC SIGN
---	---	LIGHT POLE (SEE ELECTRICAL PLANS FOR WIRING)
---	---	CURB
---	---	CURB FLUSH (1" REVEAL UNLESS OTHERWISE NOTED)
---	---	SILT FENCE
---	---	TREE
---	---	SHRUB
---	---	PLANT KEY
---	---	VEGETATION

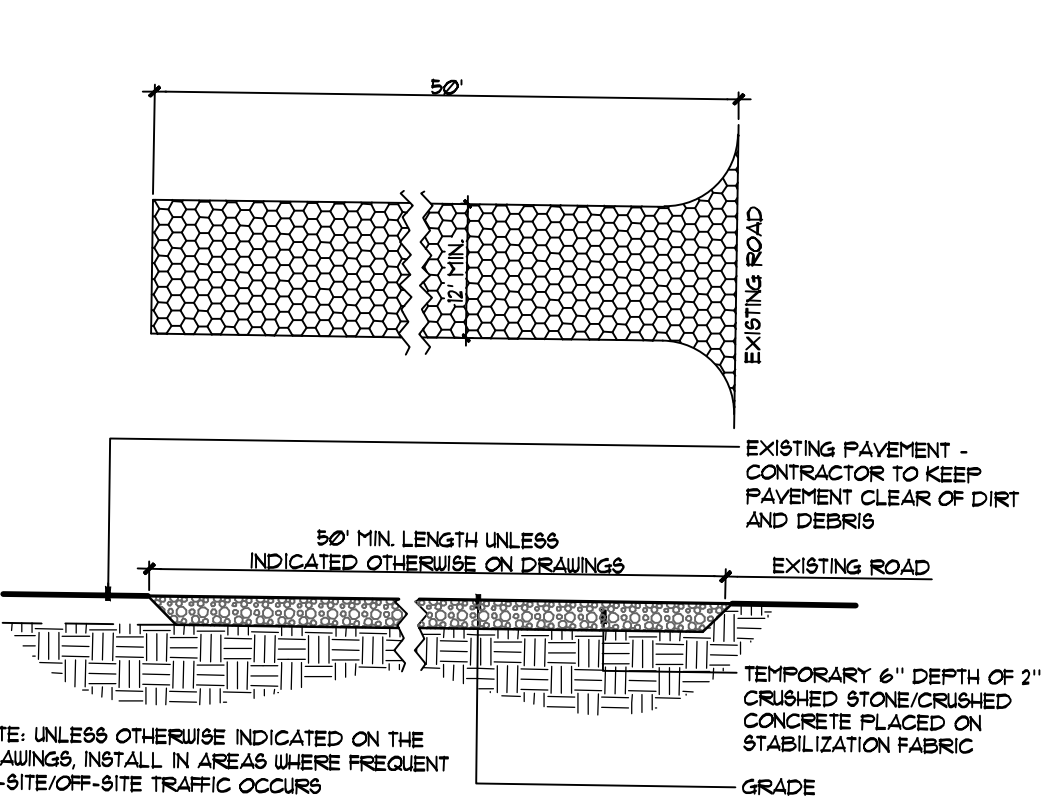


NOTES:

- INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
- ALL CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED DAILY. DAMAGED OR LEAKING FACILITIES SHALL BE DEACTIVATED AND REPAIRED IMMEDIATELY. EXCESS RAINWATER THAT HAS ACCUMULATED OVER WASHED CONCRETE SHOULD BE PUMPED TO A STABILIZED AREA, SUCH AS GRASS FILTER STRIP.
- ACCUMULATED WASHED MATERIAL SHALL BE REMOVED WHEN 75% OF STORAGE CAPACITY OF THE STRUCTURE IS FILLED. ANY EXCESS WASH WATER SHALL BE PUMPED INTO A CONTAINMENT VESSEL, AND PROPERLY DISPOSED OF OFF SITE.
- DISPOSE OF WASHED MATERIAL OFF SITE IN A CONSTRUCTION/DEMOLITION FILL LANDFILL. ON-SITE DISPOSAL MAY BE ALLOWED IF THIS HAS BEEN APPROVED AND ACCEPTED AS PART OF THE SUPPLY. IN THIS CASE, THE MATERIAL SHOULD BE RECYCLED AS SPECIFIED OR BURIED AND COVERED WITH A MINIMUM OF 2 FEET OF CLEAN COMPACTED EARTH/FILL THAT IS PERMANENTLY STABILIZED TO PREVENT EROSION.
- THE PLASTIC LINER SHALL BE REPLACED WITH EACH CLEANING OF WASHOUT FACILITY.
- INSPECT THE PROJECT SITE FREQUENTLY TO ENSURE THAT NO CONCRETE DISCHARGES ARE TAKING PLACE IN NON-DESIGNATED AREAS.

2 CONCRETE WASHOUT

NOT TO SCALE 31-1001-10



NOTES:

- WIDTH TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE REGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
- FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
- SURFACE WATER-ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PRIED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERRY WITH 5:1 SLOPES WILL BE PROVIDED.
- MAINTENANCE- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
- REFER TO SURVEY SECTION 1 FOR ITS STANDARD AND SPECIFICATIONS FOR STABILIZED CONSTRUCTION ENTRANCE.

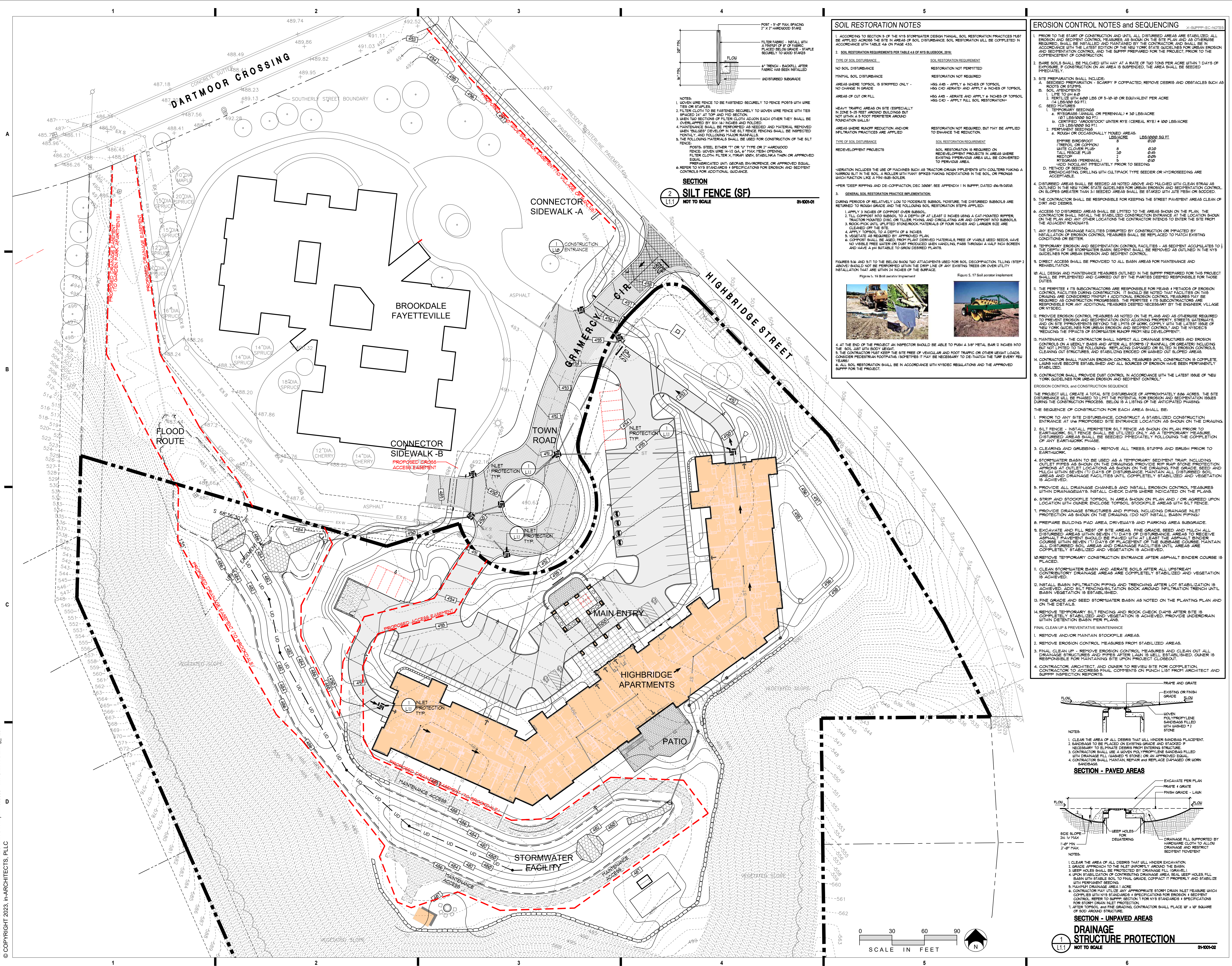
1 CONSTRUCTION ENTRANCE (MUDRACK)

NOT TO SCALE 31-1001-04

NO.	DESCRIPTION	DATE
01	DD SET	01/27/25
02	ARCH. UPD.	03/26/25
03	SITE UPD.	04/29/25

SITE PREPARATION PLAN

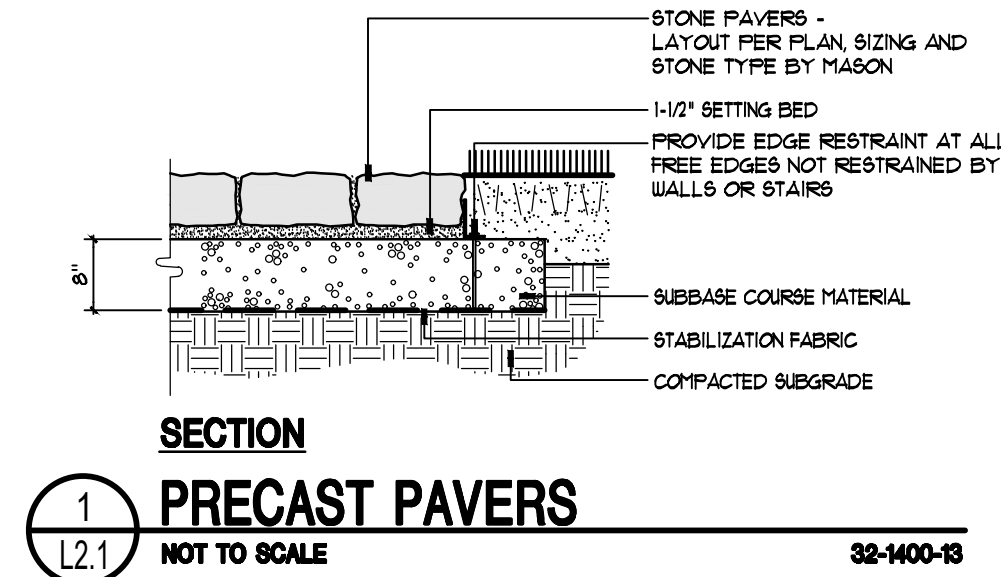
Project Status	SITE REVIEW
Date	01/02/2025
Project Number	43032
Drawn By	VR/AS
Checked By	SF





PARTIAL PLAN CONSTRUCTION NOTES

1. INSTALL CONCRETE PAVEMENT PER DETAIL 6/L6.0.
2. INSTALL CONCRETE CURB PER DETAIL 25/L6.0.
3. 4" WIDE PAINTED LINES (TYP).
4. PAINT 4" WIDE LINES AT 45° ± 2' O.C.
5. RESERVED PARKING STALL PER DETAIL 8/L6.0.
6. INSTALL WASTE/RECYCLING ENCLOSURE PER PARTIAL PLAN 1/L2.2.
7. MONUMENT SIGN BY OWNERS.
8. INSTALL BOLLARD PER DETAIL 13/L6.0.
9. INSTALL RETAINING WALL PER DETAIL 24/L6.0.
10. ACCESSIBLE RAMP PER DETAIL 17/L6.0.
11. EV CHARGING STALLS.
12. INSTALL GRANITE CURB PER DETAIL 26/L6.0.
13. INSTALL PAVERS PER DETAIL 1/L2.1.



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



LANDSCAPE ARCHITECTURE & LAND PLANNING
4320 FLY ROAD, SUITE 109 EAST SYRACUSE, NEW YORK 13057

HIGHBRIDGE SENIOR APARTMENTS

MANLIUS, NEW YORK
HIGHBRIDGE STREET ST.

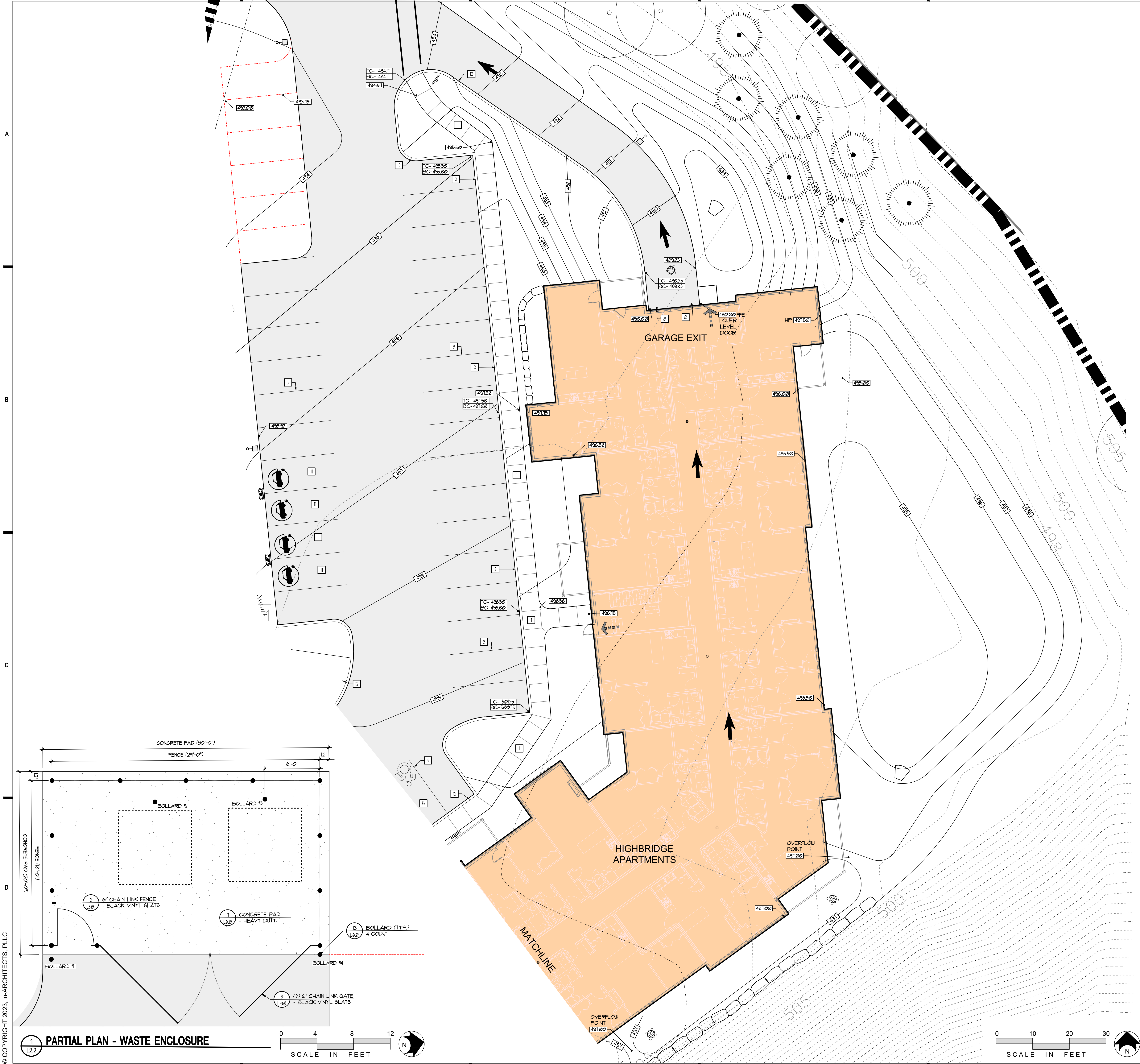
IT IS THE VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO ALTER AN ITEM IN ANY WAY IF AN ITEM BEARING THE SEAL OF AN ARCHITECT IS ALTERED. THE ALTERING ARCHITECT SHALL ADVISE TO HIS FIRM, THE SEAL, AND THE NOTATION "ALTERED BY FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION AND A BRIEF DESCRIPTION OF THE ALTERATION."

REVISIONS		
NO.	DESCRIPTION	DATE
01	DD SET	01/27/25
02	ARCH. UPD.	03/26/25
03	SITE UPD.	04/29/25

PARTIAL PLAN WEST

Project Status	SITE REVIEW
Date	01/02/2025
Project Number	43032
Drawn By	VR/AS
Checked By	SF

L2.1



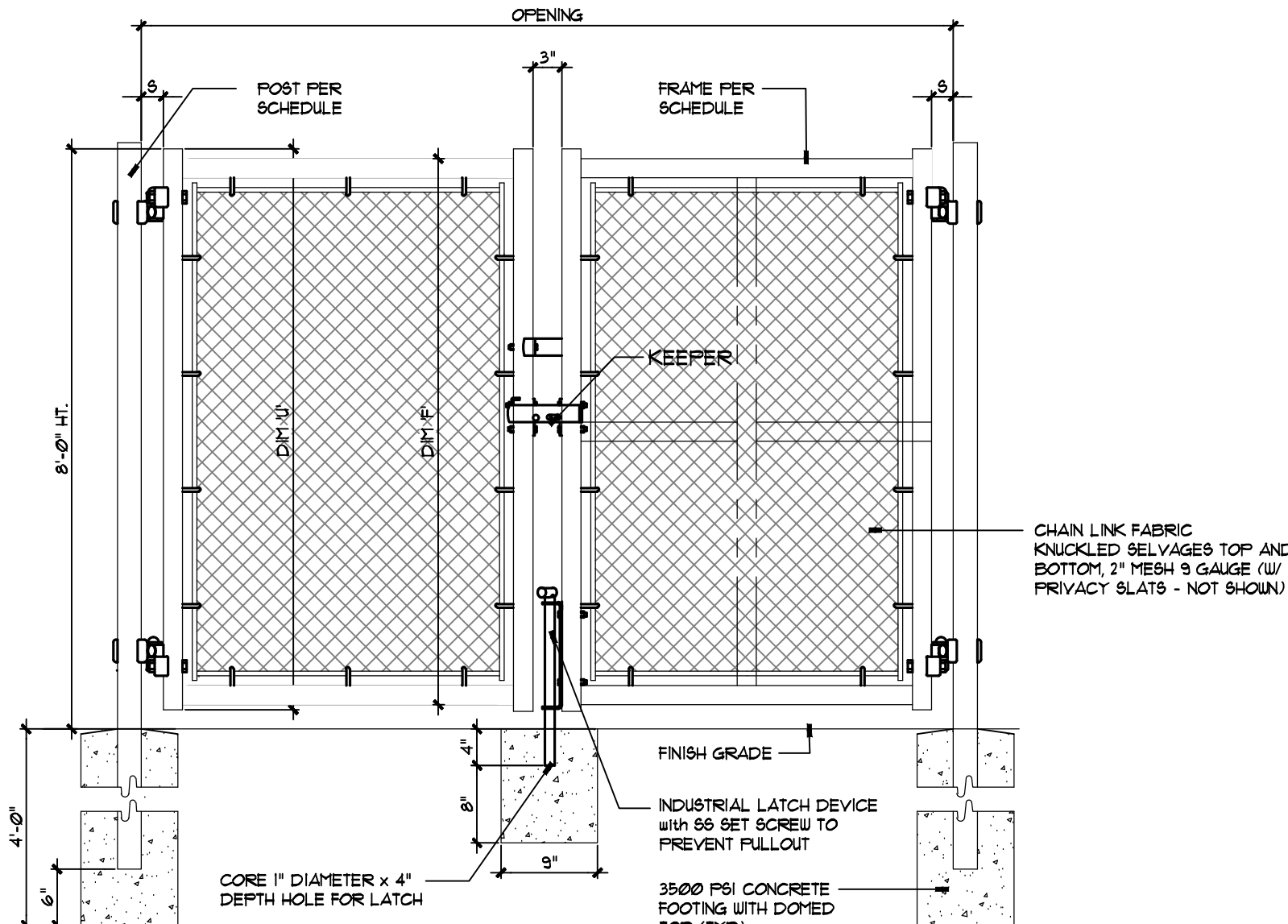
SECTION PRECAST CONCRETE PAVERS

OPENING FACE TO FACE	GATE POSTS ROAD SIZES	HINGE SPACE (S) POST TO UPRIGHT
20" WIDE	4" O.D.	2 1/4"

POST SIZE SCHEDULE

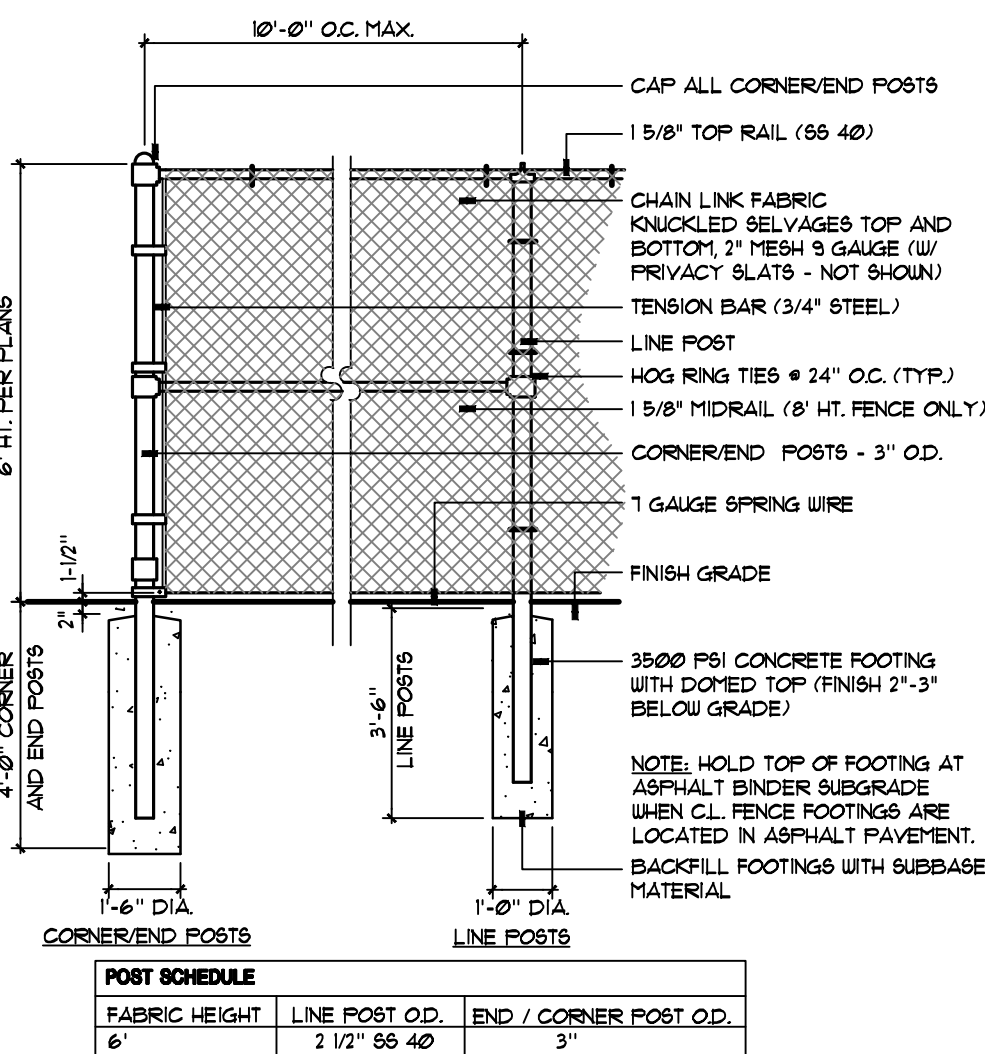
NOTE

- CENTER UPRIGHT REQUIRED ON GATE LEAVES 8'-0" 4" WIDER CENTER RAIL REQUIRED ON GATE LEAVES 10'-0" 4" HIGHER.
- TOP OF FOOTING SHALL BE 2" BELOW FINISH GRADE IN LAWN AREAS.



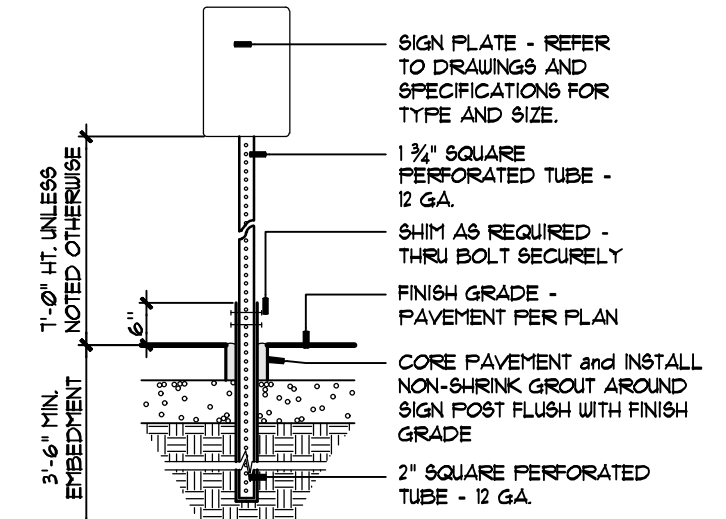
DOUBLE GATE ELEVATION

SECTION DOUBLE LEAF CHAIN LINK SWING GATE

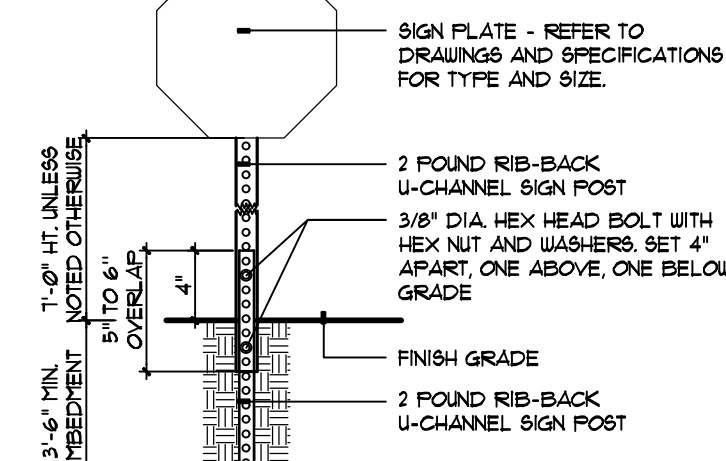


CHAIN LINK FENCE

SECTION - PAVED AREAS



SECTION - NON-PAVED AREAS



TRAFFIC CONTROL SIGN

- FABRICATE SIGN PANELS OF 6060 ALUMINUM.
- ALL SIGNS SHALL BE FASTENED TO OR MOUNTED ON POST WITH GALVANIZED BOLTS, NUTS AND WASHERS.
- FOR FURTHER INFORMATION REFER TO THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- COORDINATE SIGN LOCATION TO AVOID UTILITIES.

TRAFFIC CONTROL SIGN

PARKING DATA CHART

PARKING REQUIREMENTS:

STALL DIMENSIONS: 9' X 20' STALL

APARTMENT: A MINIMUM OF ONE OFF-STREET PARKING SPACE FOR EACH ONE BEDROOM DUELLING UNIT AT THE SUBJECT PROPERTY, ONE OFF-STREET SPACE FOR EACH 1.5 BEDROOM DUELLING UNIT AND TWO OFF-STREET PARKING SPACES FOR EACH TWO BEDROOM DUELLING UNIT SHALL BE REQUIRED.

PARKING COUNT:

UNIT COUNT	BEDROOMS	SPACE PER UNIT	PARKING SPACES REQ.
23	1 BR	1.0	23
36	1.5 BR	1.0	36
43	2 BR	1.5	65
102 TOTAL			124 SPACES REQ.

CALCULATIONS:

36 EXTERIOR SPACES
16 GARAGE SPACES
134 SPACES TOTAL
INCLUDING 124 SPACES PROVIDED FOR RESIDENTS, 10 VISITOR SPACES, AND AN ADDITIONAL 10 LAND BANKED SPACES FOR THE FUTURE.

SIGN SCHEDULE

KEY	SIGN PLATE	SIGN SIZE MOUNTING HT.	NY&DOT MUT.C.D. NO. / COMMENTS
A	RESERVED PARKING W/ HAND/CAP 9"X10"	12" X 18" 4'-0" HT.	SIGN NO. COLORES: COMMENTS:
B	NO PARKING ANY TIME	12" X 18" 1'-0" HT.	SIGN NO. FI-5C MOD COLORS: WHITE BACKGROUND, RED TEXT AND BORDER
C	STOP SIGN	24" X 24" 1'-0" HT.	SIGN NO. RI-1C COLORS: RED BACKGROUND, WHITE TEXT AND BORDER
D	DO NOT ENTER	30" X 30" 1'-0" HT.	SIGN NO. R3-15C COLORS: COMMENTS:
E	PEDESTRIAN CROSSING	30" X 30" 1'-0" HT.	SIGN NO. W1-2 COLORS: FLUORESCENT YELLOW-GREEN BACKGROUND, BLACK SYMBOL AND BORDER

- NOTES:
- INSTALL TRAFFIC CONTROL SIGN PER DETAIL 1/L3.0.
 - ALL REGULATORY SIGNS SHALL CONFORM TO THE MOST CURRENT NY&DOT.
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION NOTES

- INSTALL ASPHALT PAVEMENT - DRIVE PER DETAIL 3/L6.0.
- INSTALL ASPHALT PAVEMENT - OCCDOT PER DETAIL 4/L6.0.
- INSTALL CONCRETE PAVEMENT PER DETAIL 6/L6.0.
- INSTALL PAINTED CROSSWALK PER DETAIL 11/L6.0.
- MONUMENT SIGN BY ARCHITECTS. SIGN LIGHTING PER ELECTRICAL DRAWINGS.
- PAINT THRU ARROW PER DETAIL 9/L6.0.
- INSTALL BOULDER WALL PER DETAIL 24/L6.0.
- SLOPE STABILIZATION REPORT COMPLETED, BUILDING AND SITEWORK CONTRACTOR TO REVIEW PRIOR TO CONSTRUCTION.
- INSTALL PERGOLA PER IMAGE 5/L2.0.
- FUTURE FIRE PIT PER IMAGE 6/L2.0.
- FUTURE PICKLEBALL COURT PER IMAGE 7/L2.0.
- INSTALL TOWN ROAD PER TOWN OF MANLIUS SPECIFICATIONS AND TYPICAL LOCAL ROAD SECTION DETAIL 1/L2.0.
- (10) LAND BANK PARKING SPACES.
- INSTALL HEAVY-DUTY CONCRETE PAVEMENT PER DETAIL 7/L6.0.
- OWNER TO PROVIDE (12) GOLF CARTS FOR ON SITE AND BROOKDALE ACCESSIBILITY.
- INSTALL PAVERS PER DETAIL 4/L3.0.
- INSTALL BOLLARDS PER DETAIL 13/L6.0.

EASEMENT LEGEND

- DRAINAGE EASEMENT AREAS - LICENSED SURVEYOR TO PROVIDE DEED RESTRICTIONS AS REQUIRED BY TOWN PER SUBDIVISION MAP.
- UTILITY EASEMENT AREAS - LICENSED SURVEYOR TO PROVIDE DEED RESTRICTIONS AS REQUIRED BY TOWN PER SUBDIVISION MAP.
- ACCESS EASEMENT AREAS - LICENSED SURVEYOR TO PROVIDE DEED RESTRICTIONS OF ACCESS EASEMENTS AS REQUIRED BY TOWN PER SUBDIVISION MAP.
- DRAINAGE & ACCESS EASEMENT OVERLAY AREAS - LICENSED SURVEYOR TO PROVIDE DEED RESTRICTIONS OF ACCESS EASEMENTS AS REQUIRED BY TOWN PER SUBDIVISION MAP.



PICKLEBALL COURT



FIRE PIT

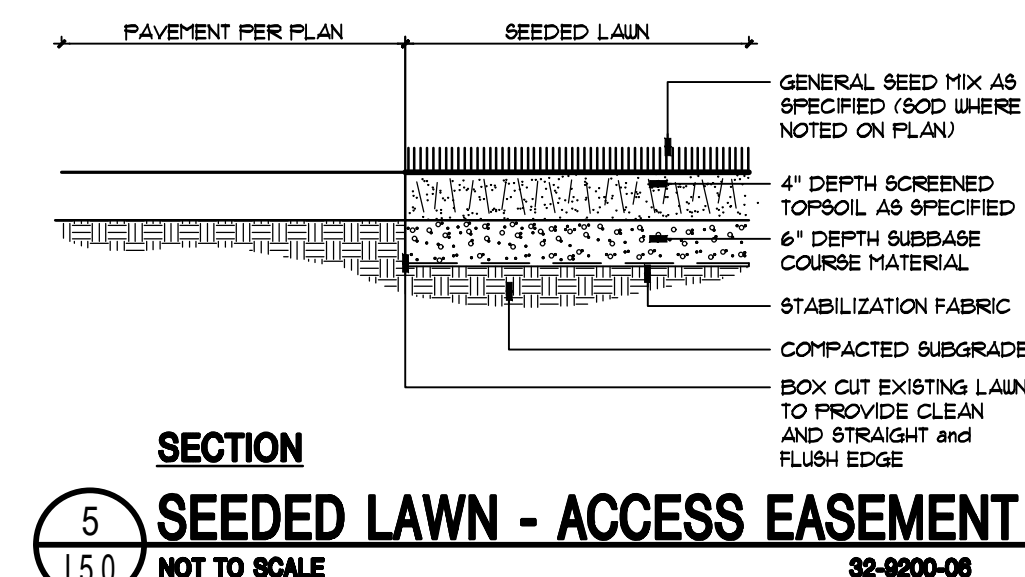


PERGOLA

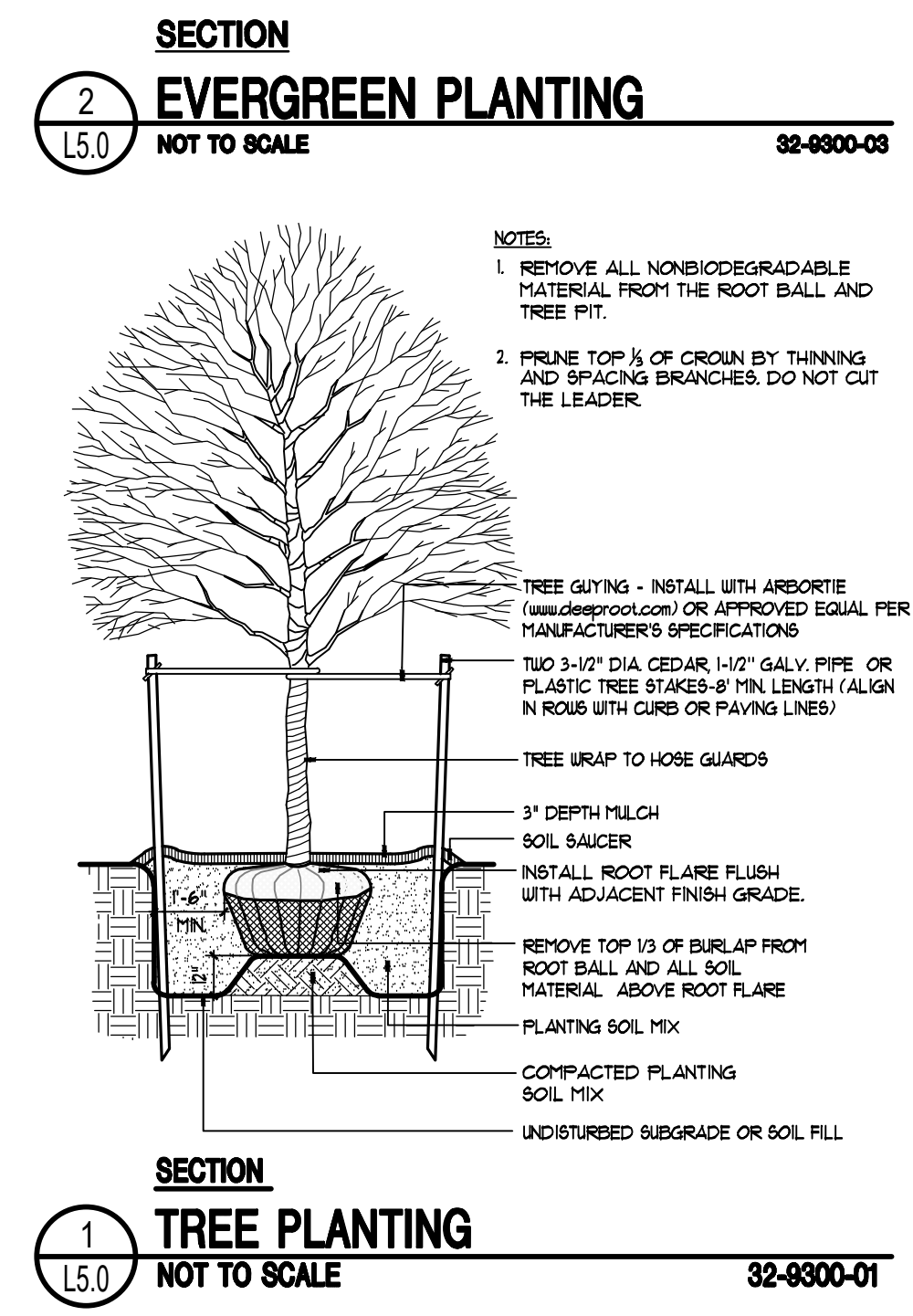
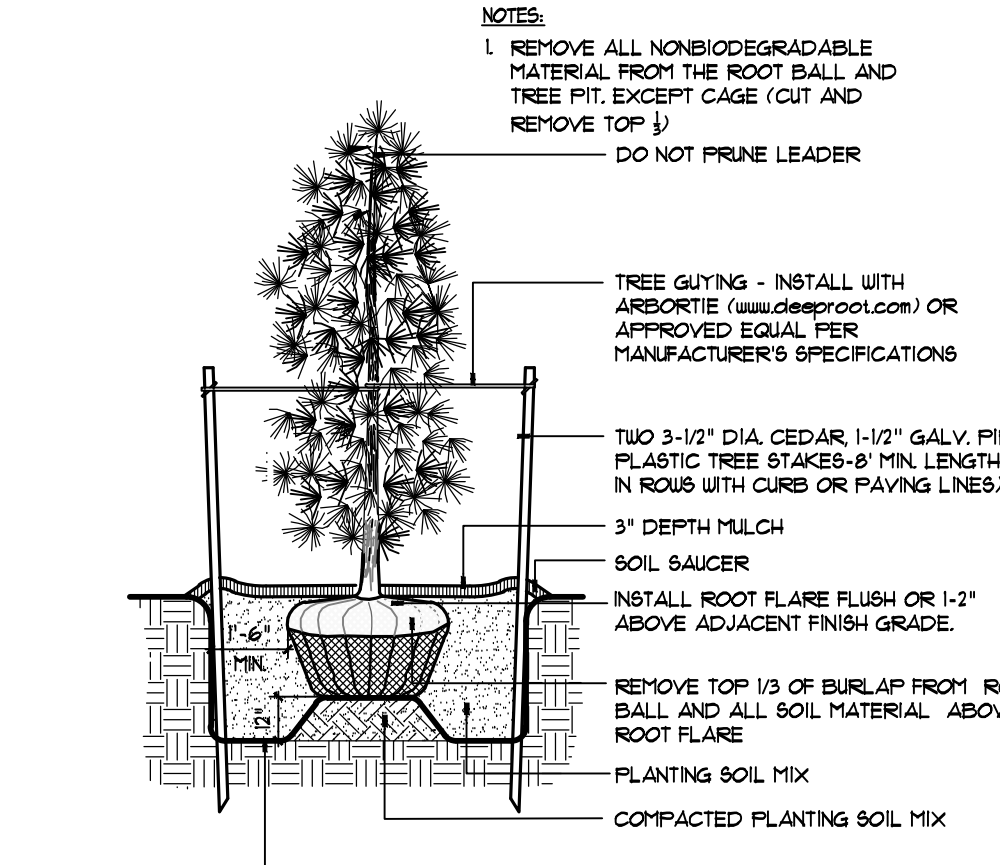
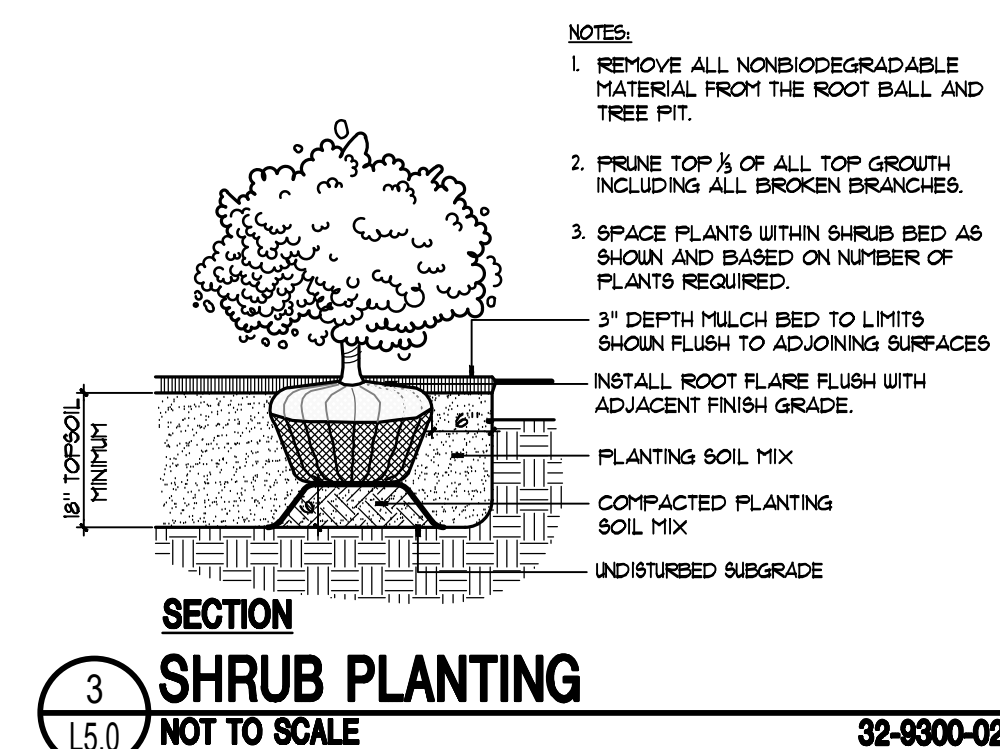
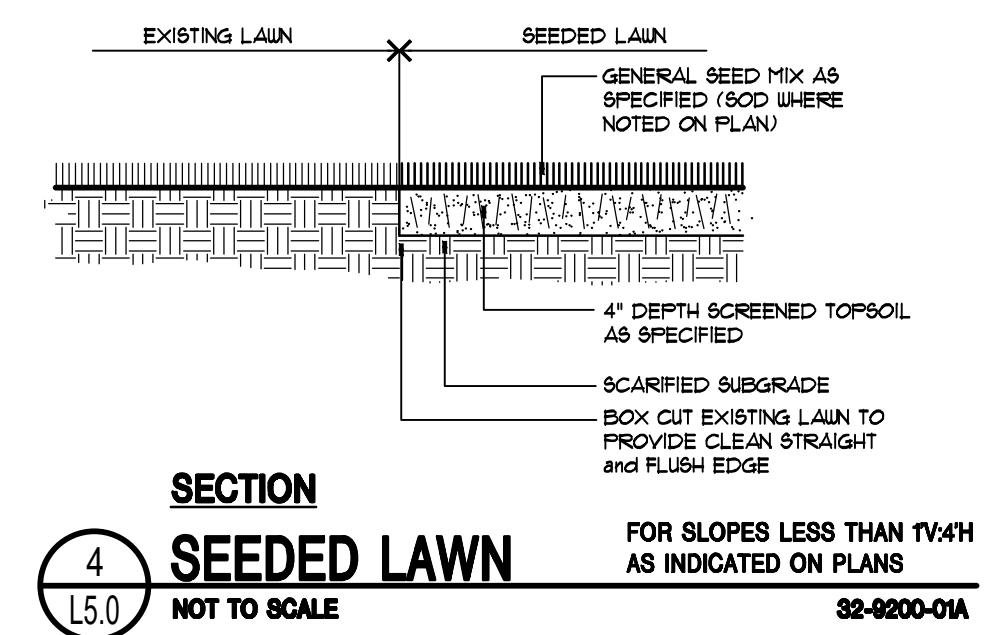
0 30 60 90
SCALE IN FEET



PLANT LIST						
KEY	COMMON NAME	BOTANICAL NAME	GALIPER	HEIGHT	CONDITION	REMARKS
TREES						
Ar	REDPOINTE RED MAPLE	ACER RUBRUM 'REDPOINTE'	3" GAL.	-	B4B	MULTI-STEM
Ck	KOUSA DOGWOOD	CORNUS KOUSA	-	8'-10' HT.	B4B	
Gb	FRINCETON SENTRY GINKGO	GINKGO BILOBA 'FRINCETON SENTRY'	2-1/2" GAL.	-	B4B	MULTI-STEM
Bn	RIVER BIRCH	BETULA NIGRA	-	8'-10' HT.	B4B	
Po	SERBIAN SPRUCE	PICEA OMORICA	-	8'-10' HT	B4B	
Pt	VANDERWOLF PINE	FINUS FLEXILIS 'VANDERWOLF PYRAMID'	-	8'-10' HT	B4B	
SHRUBS						
Hm	ENDLESS SUMMER HYDRANGEA	HYDRANGEA MACROPHYLLA 'ENDLESS SUMMER'	-	24"-36"	3 CONT.	
Ig	SHAMROCK INKBERY	ILEX GLABRA 'SHAMROCK'	-	18"-24"	2 GAL.	
Ca	SUMMERSWEET	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	-	3'-4'	B4B	
Cs	BLOODTUNG DOGWOOD	CORNUS BANGUNEA 'MIDWINTER FIRE'	-	-	3 GAL.	
Ra	GRO-LOW SUMAC	RHYS AROMATICA 'GRO-LOW'	-	-	2 GAL.	--
Pn	NANA DWARF SERBIAN SPRUCE	PICEA OMORICA 'NANA'	-	2'-3'	B4B	
PERENNIALS						
G-P	DWARF FOUNTAIN GRASS	FENISTETUM 'HAHELIN'	-	-	1 GAL	
P-E	KIM'S KNEE HIGH CONEFLOWER	ECHINACEA PURPUREA 'KIM'S KNEE HIGH'	-	18"-24"	1 GAL	
P-C	SUNSTAR GOLD COREOPSIS	COREOPSIS VERTICILLATA	-	-	1 GAL	
P-N	WALKERS LOW CATMINT	NEPETA FAASSENII	-	-	2 GAL.	



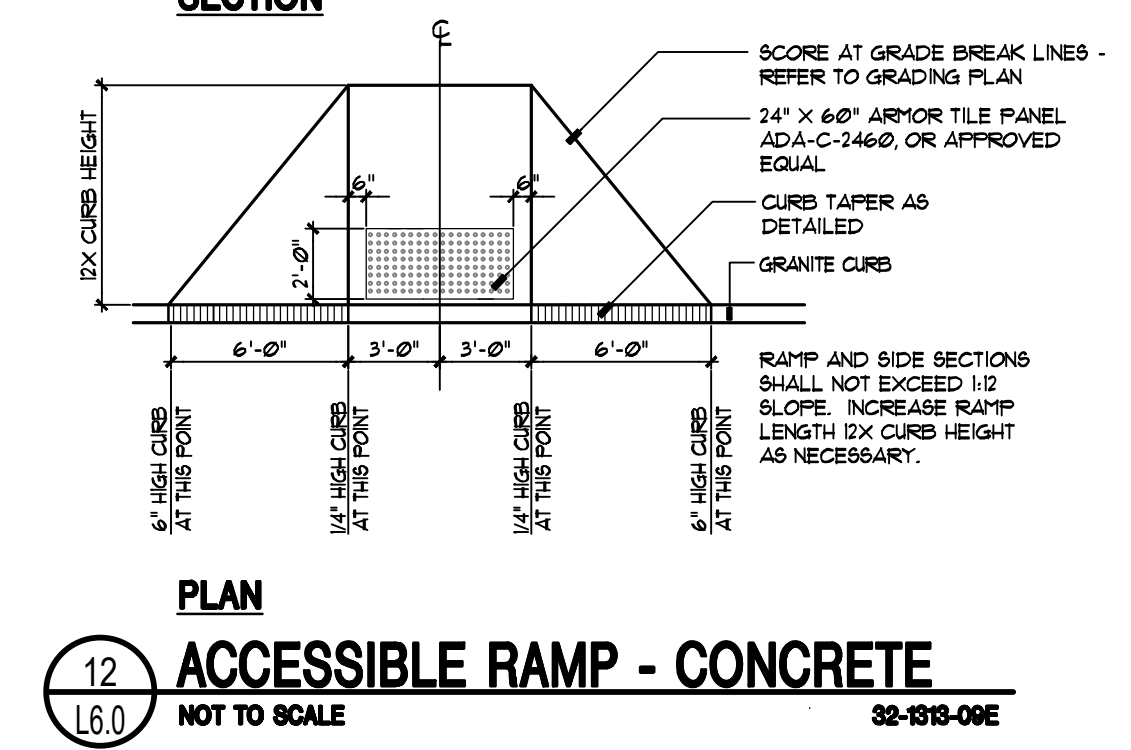
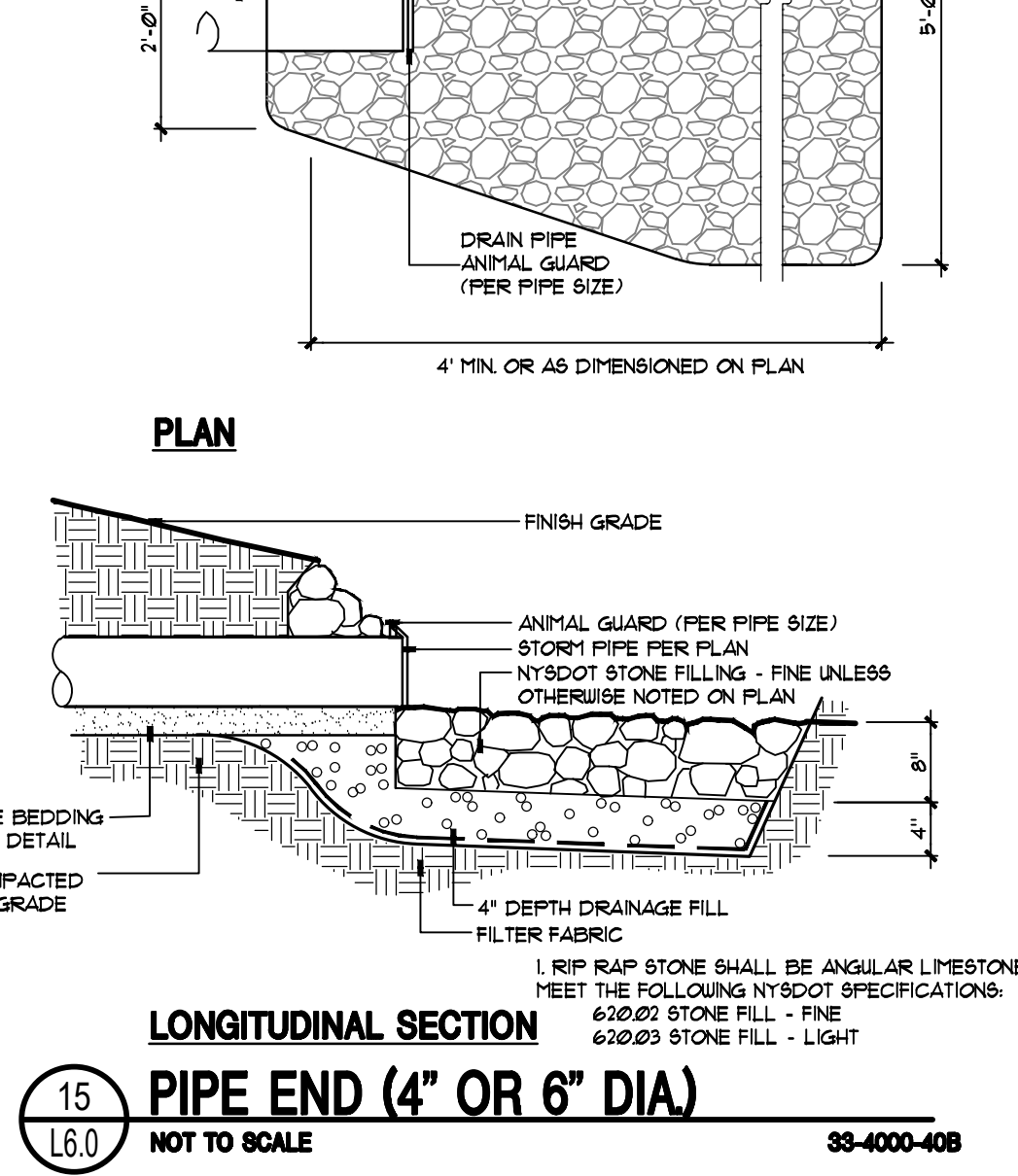
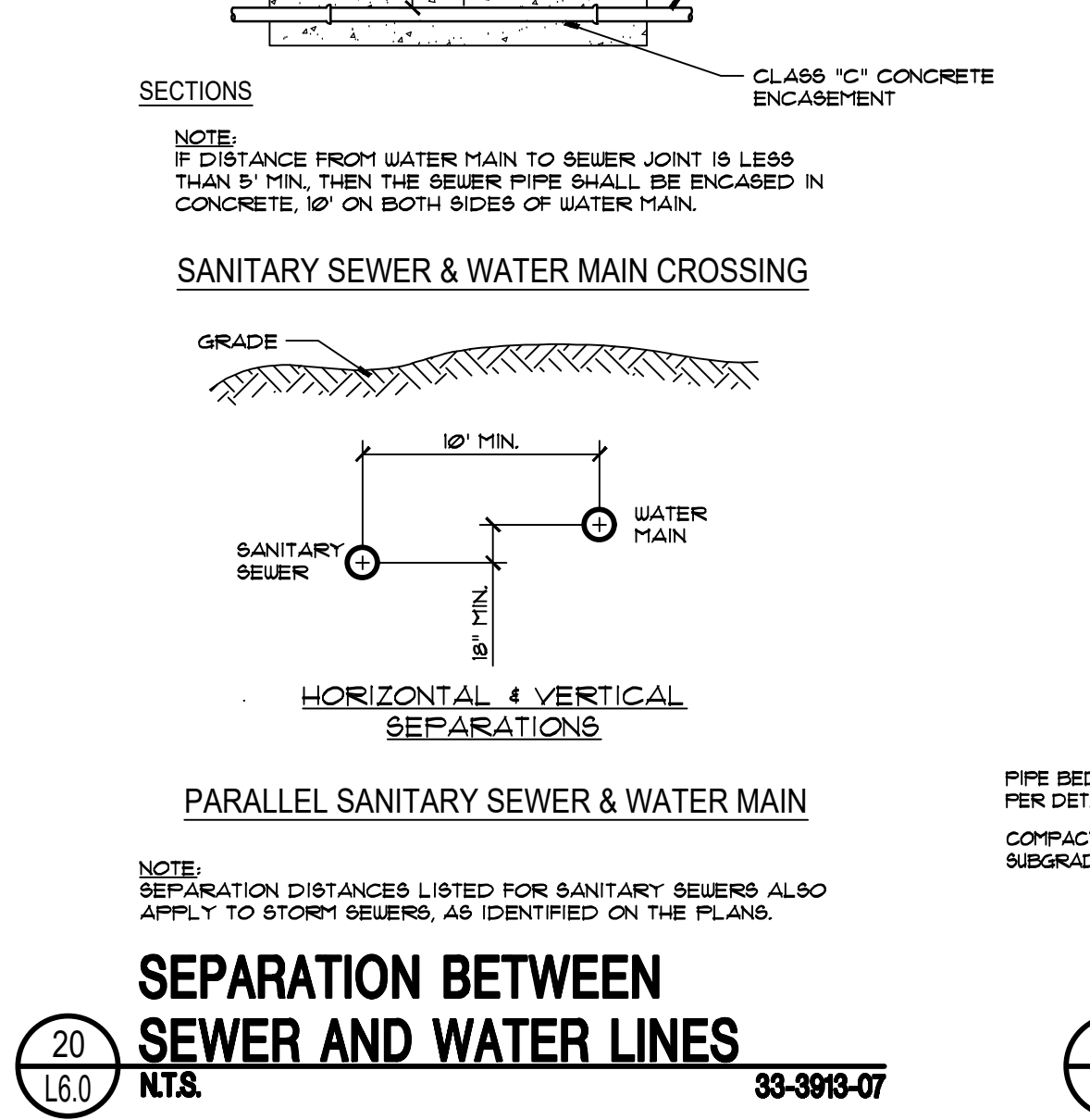
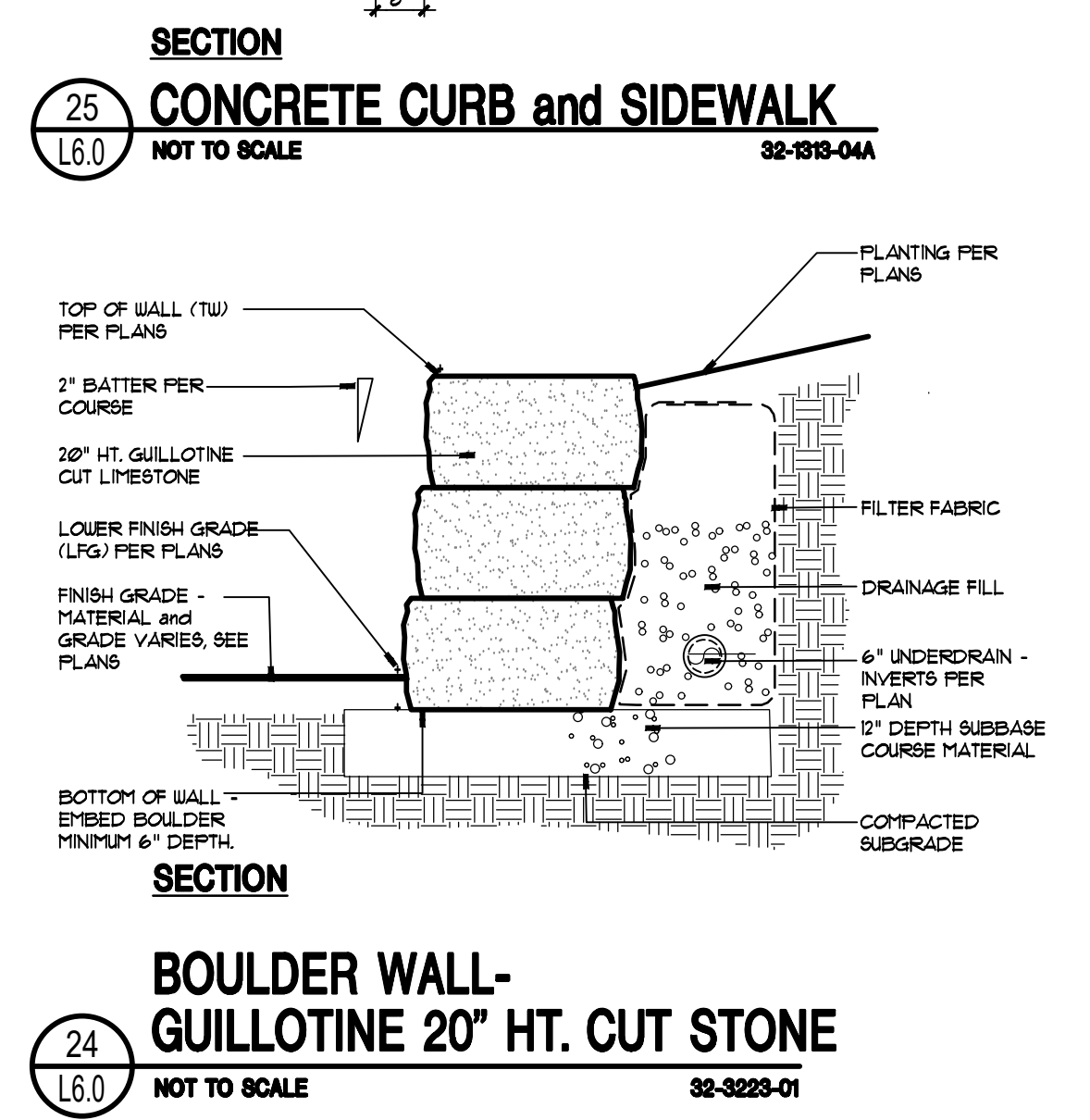
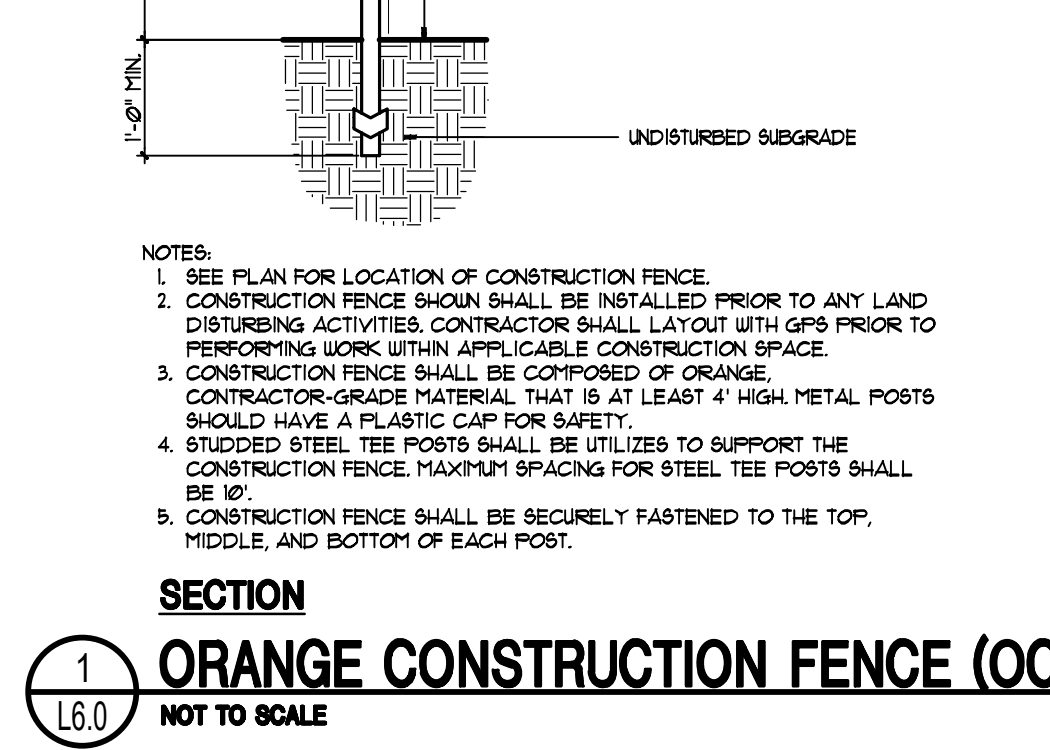
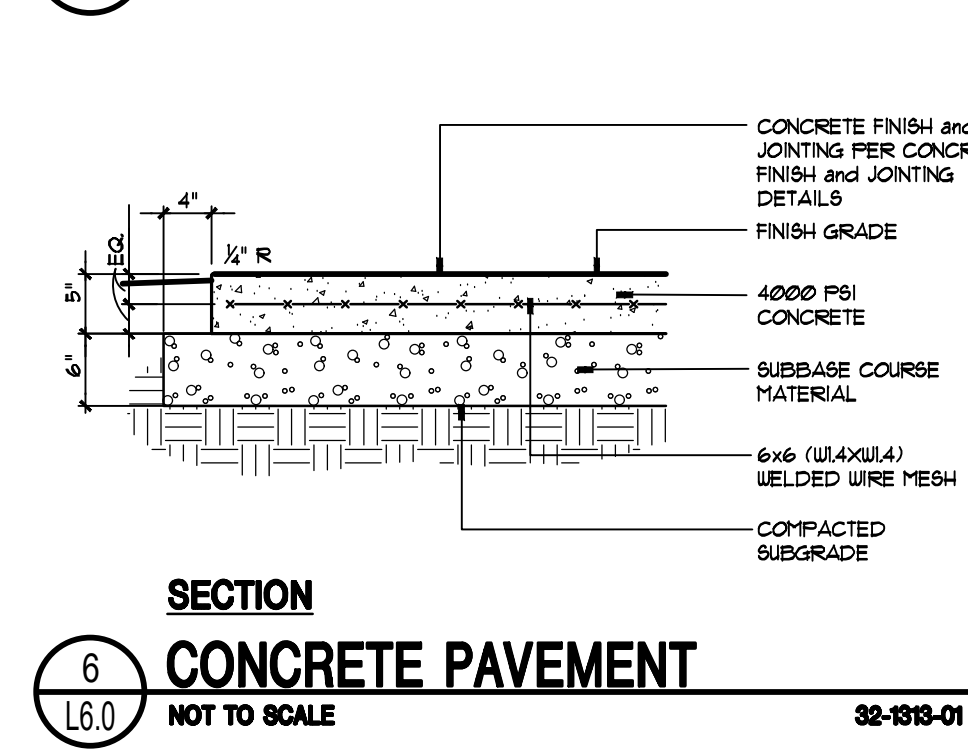
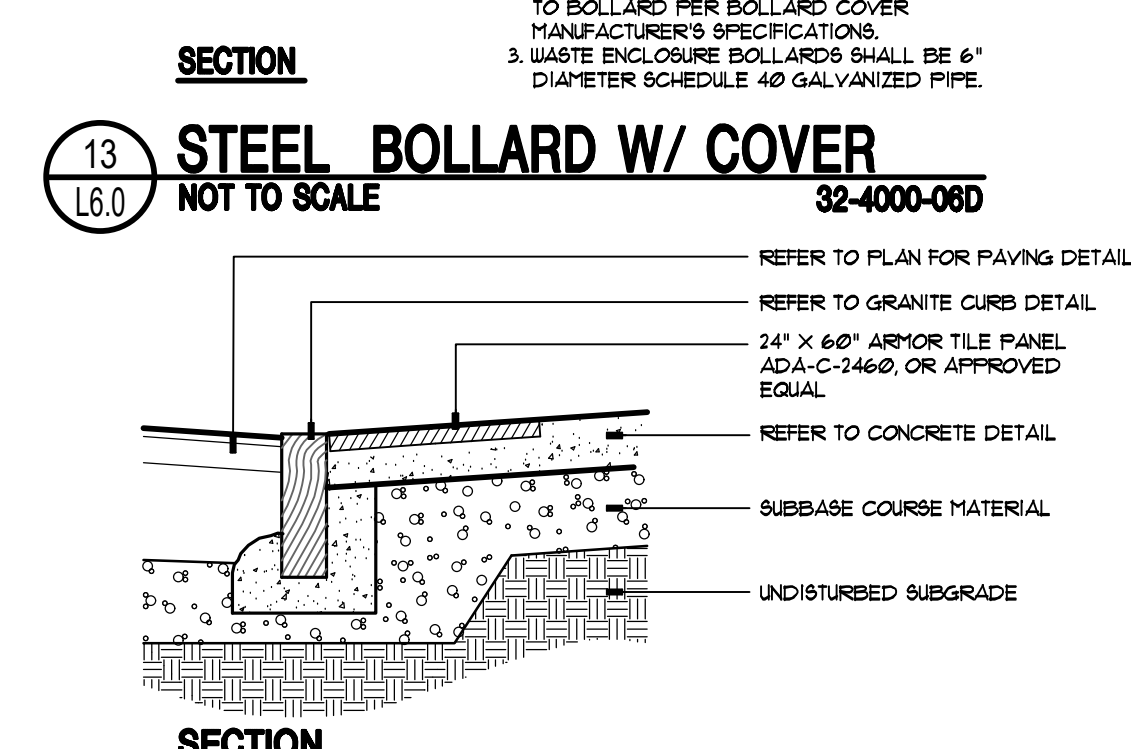
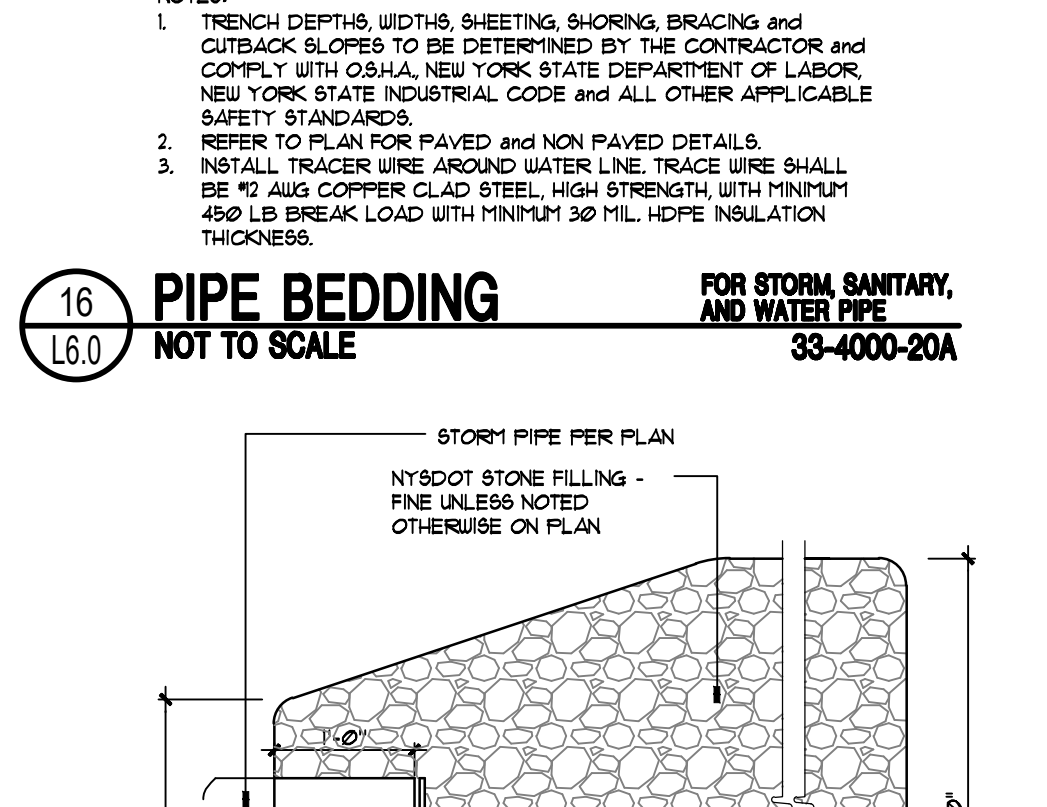
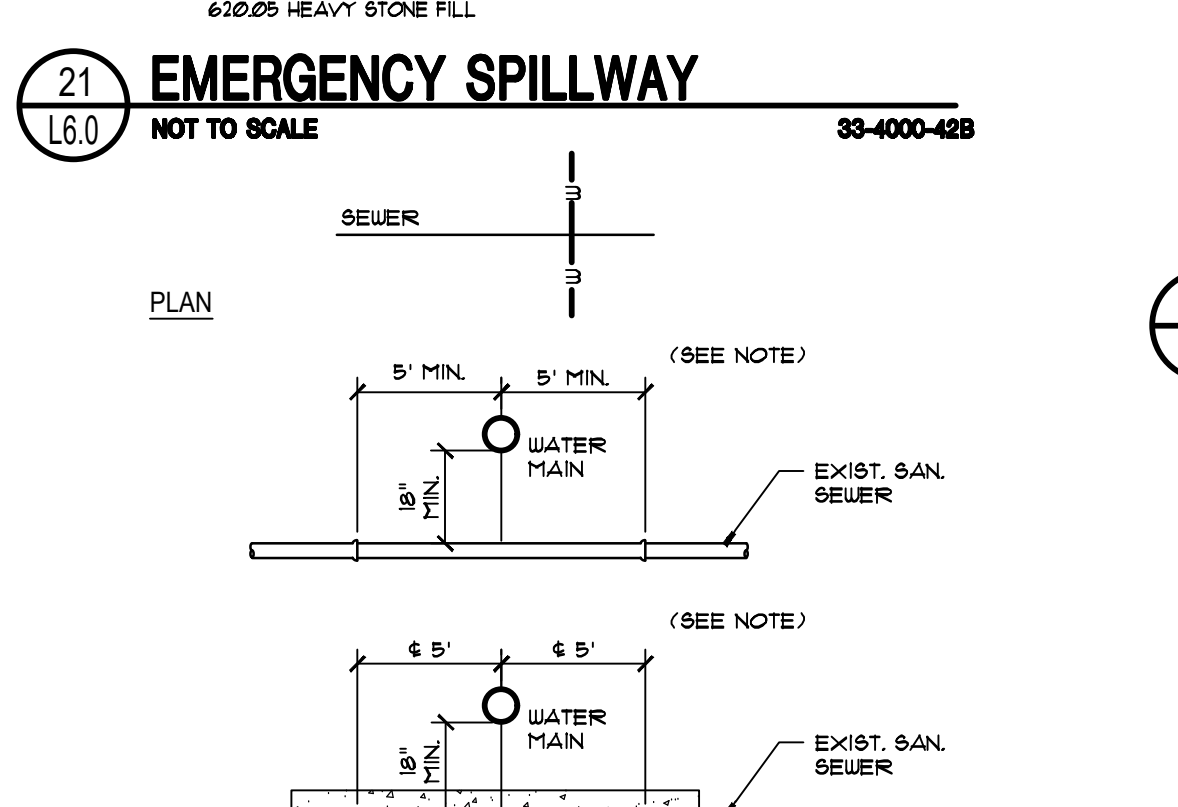
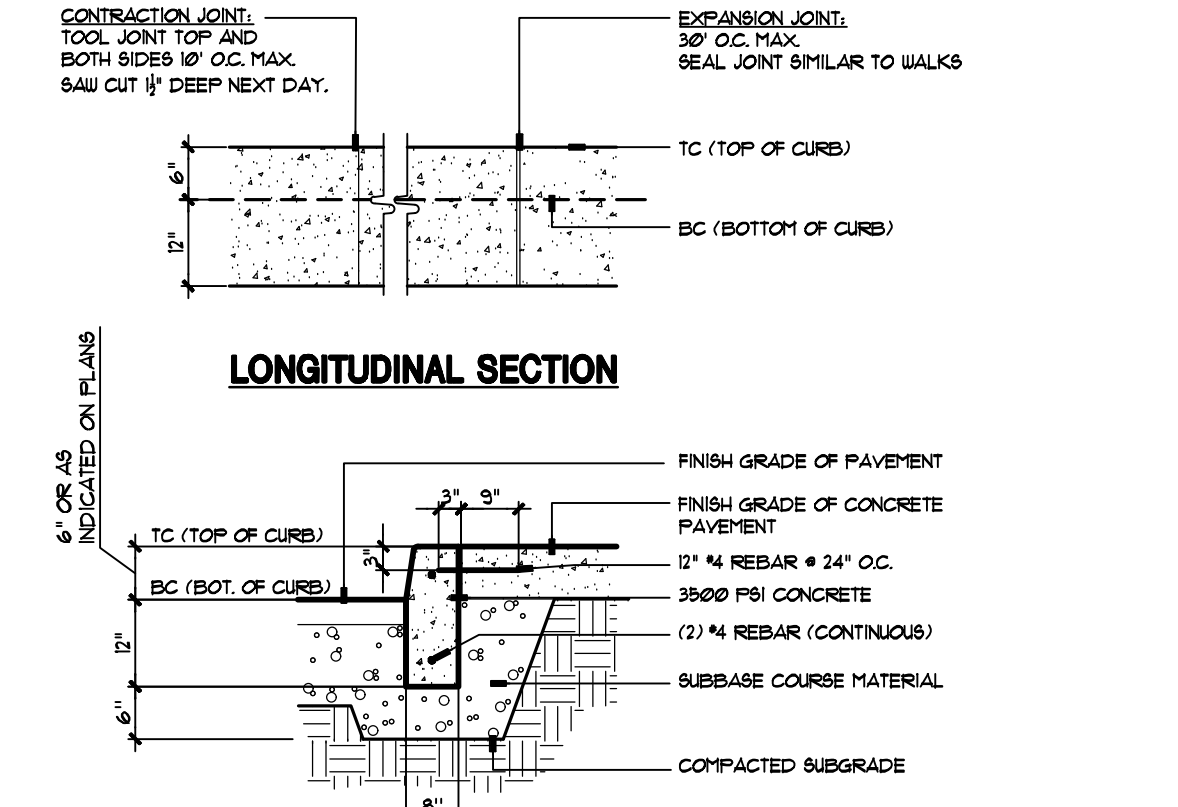
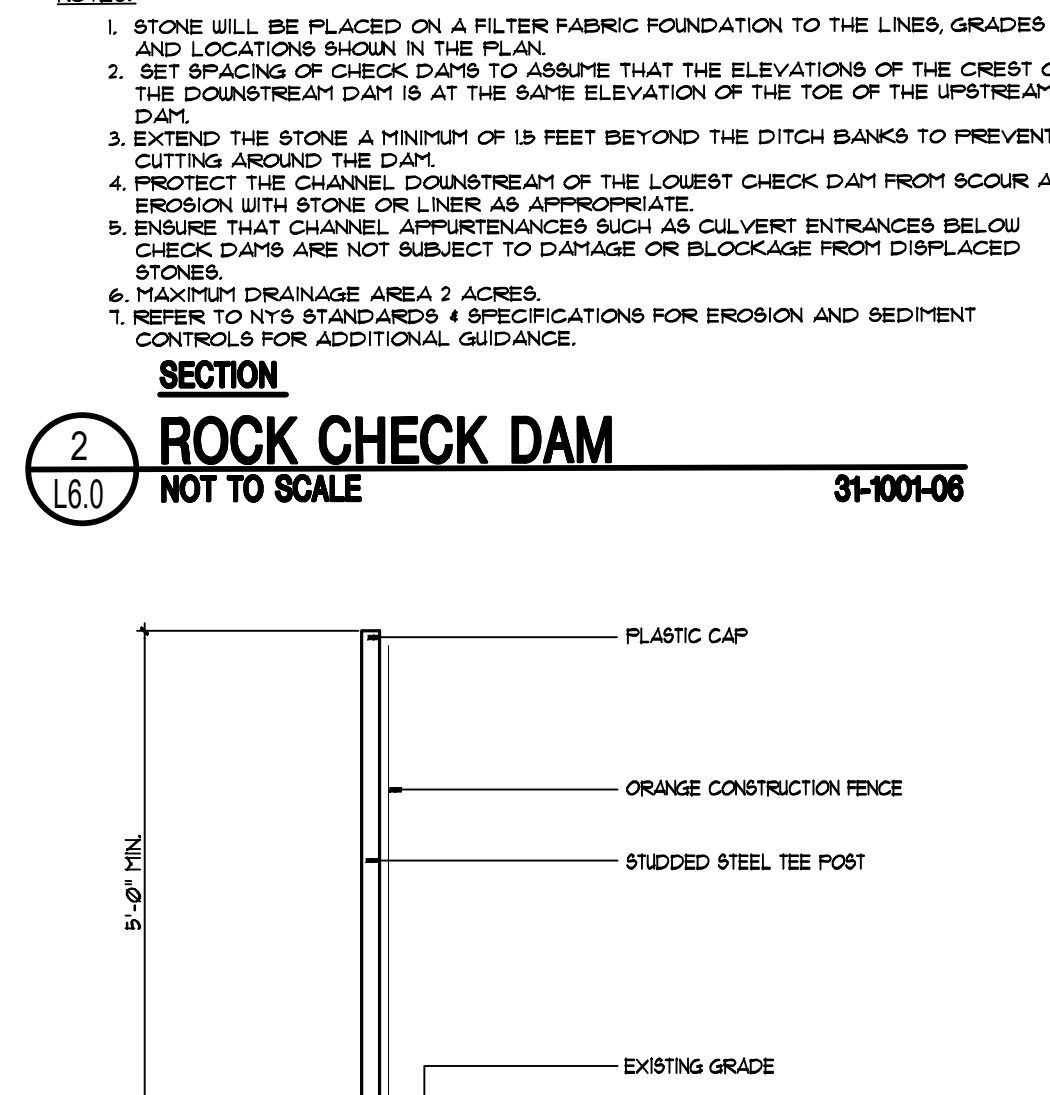
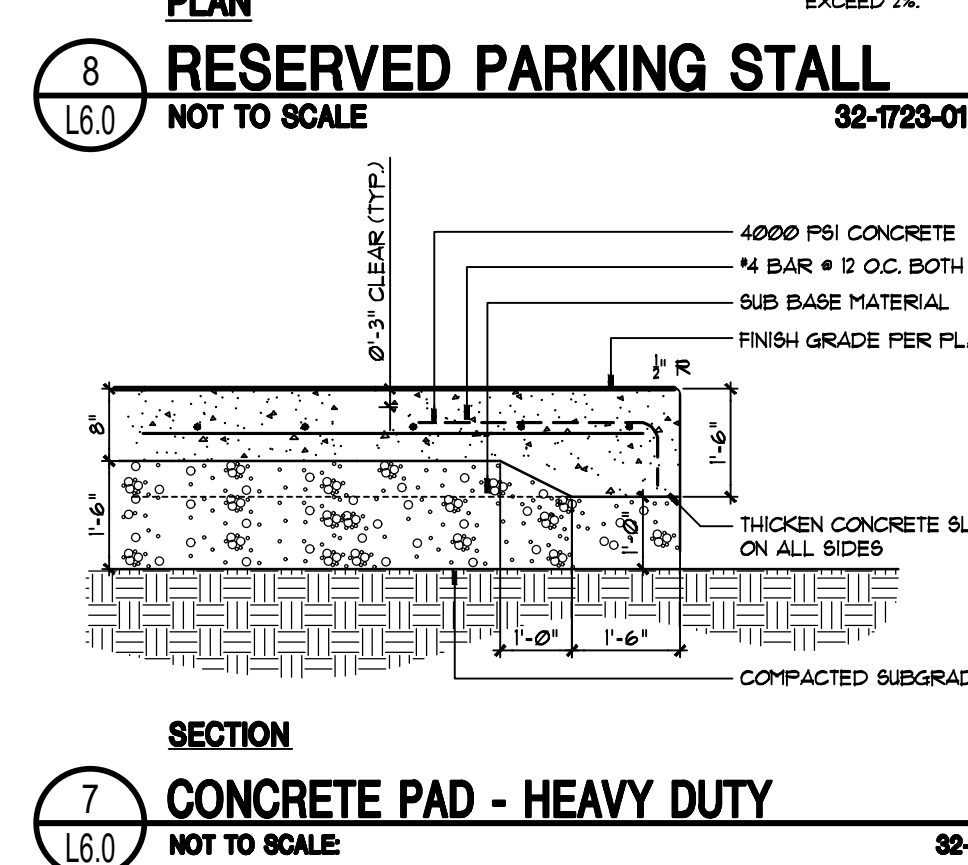
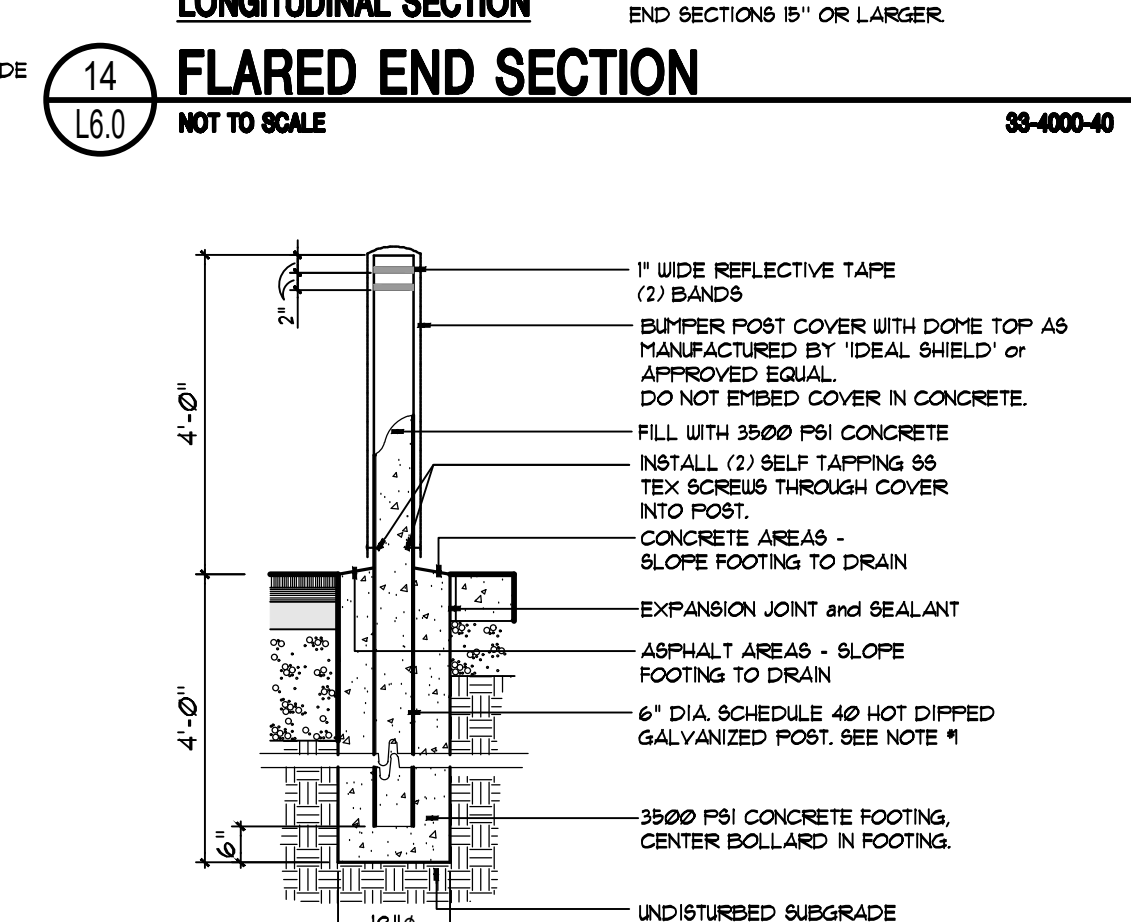
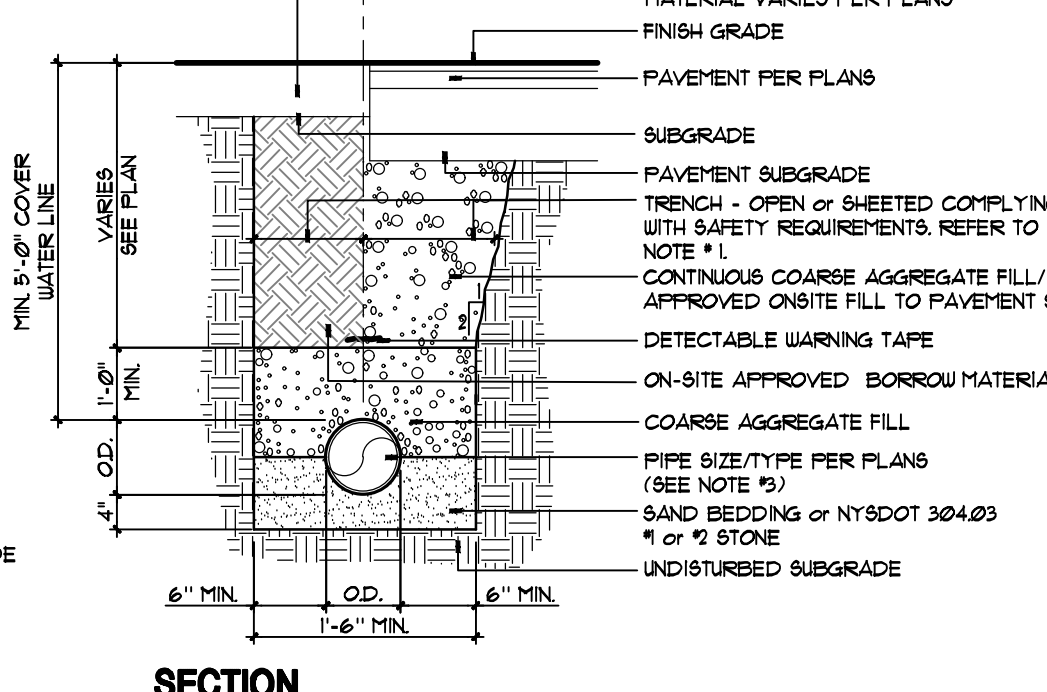
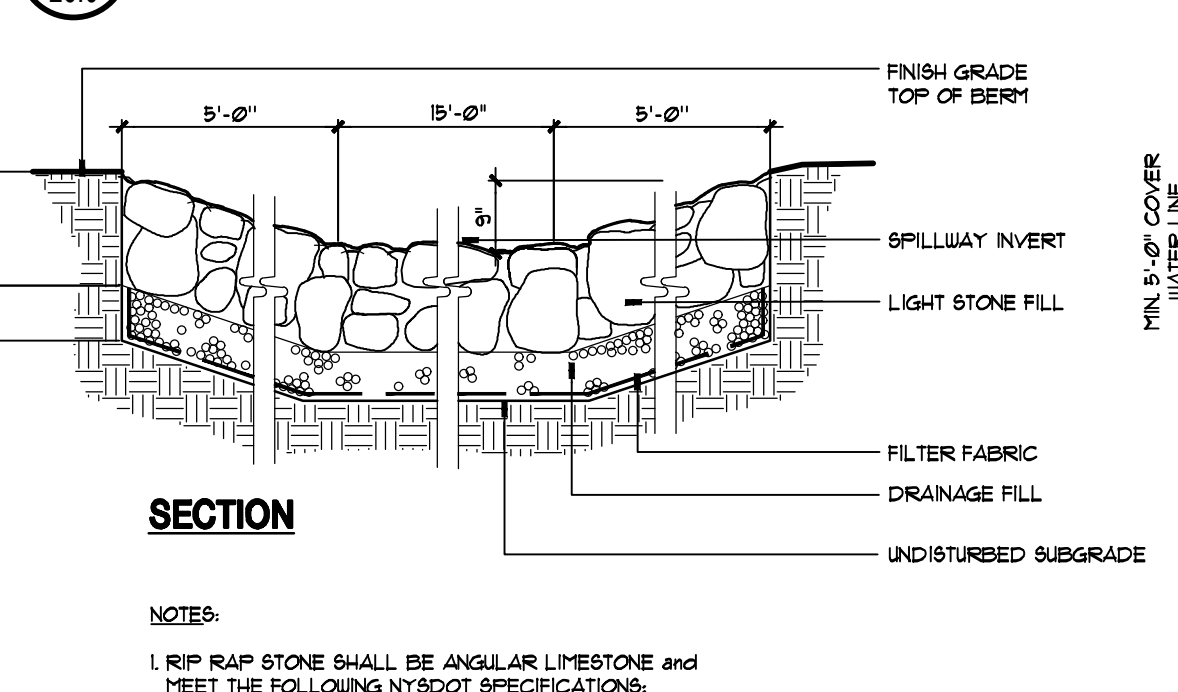
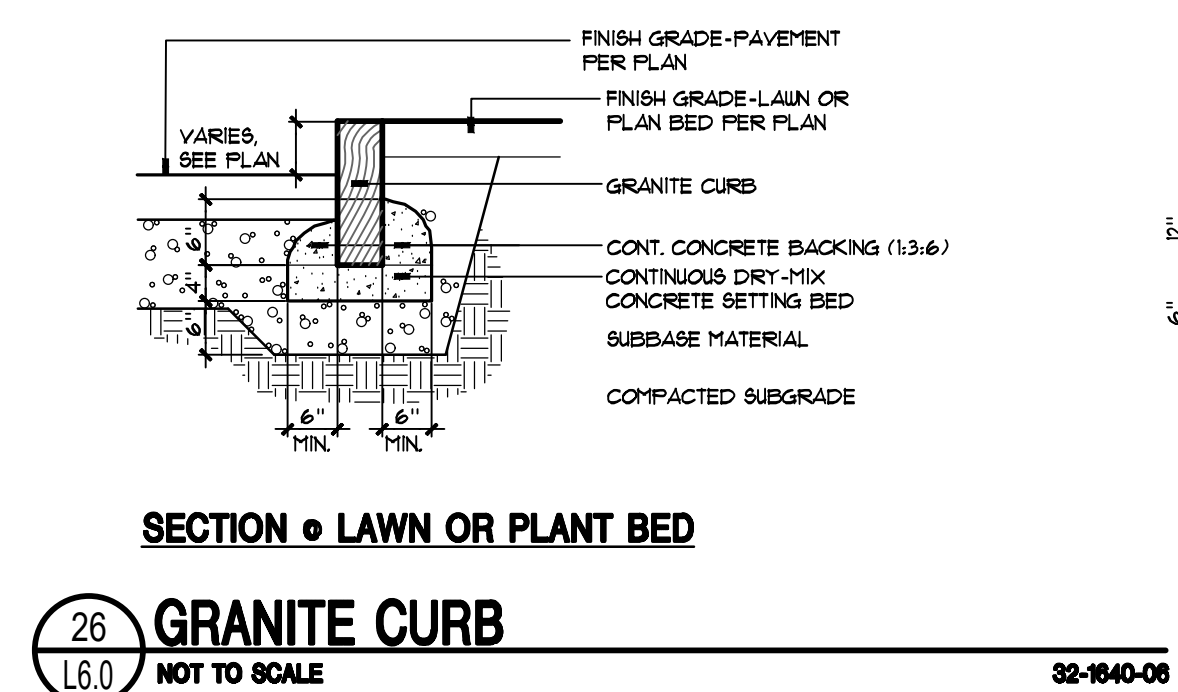
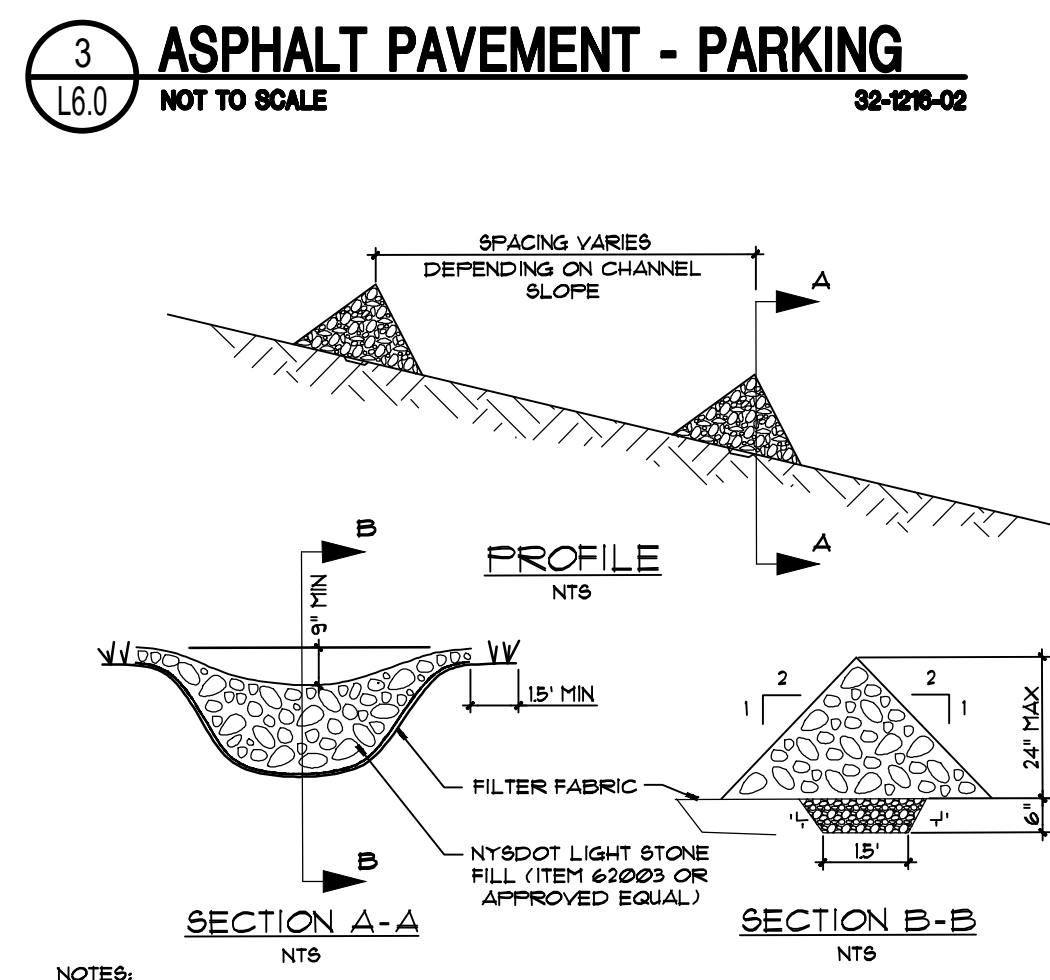
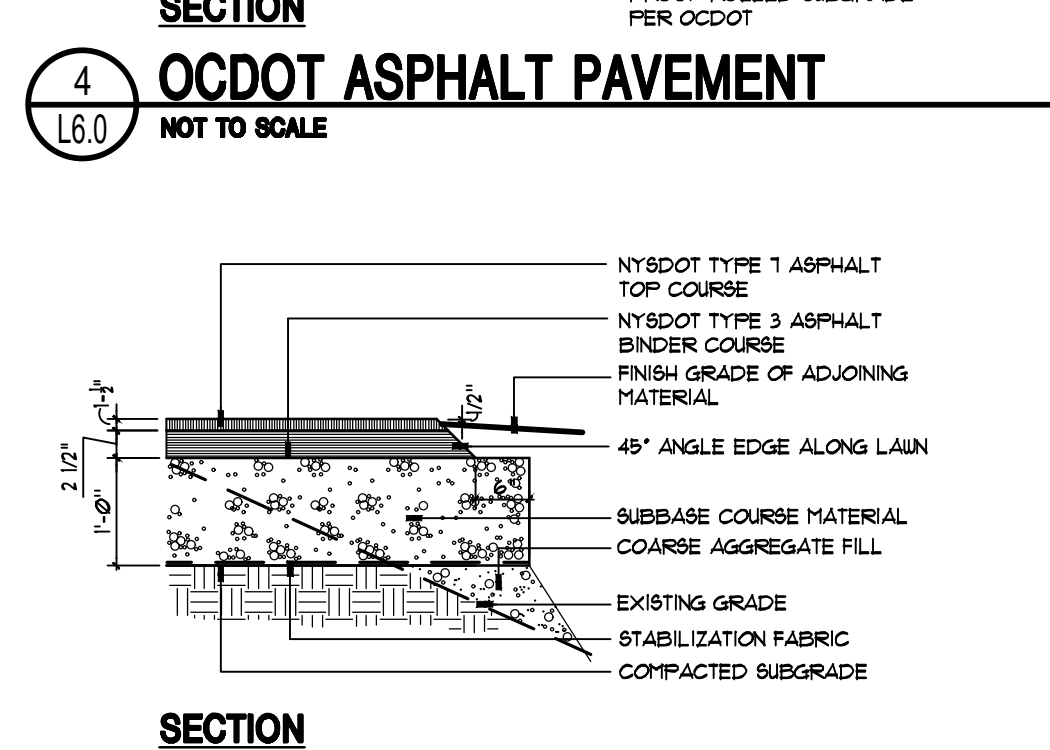
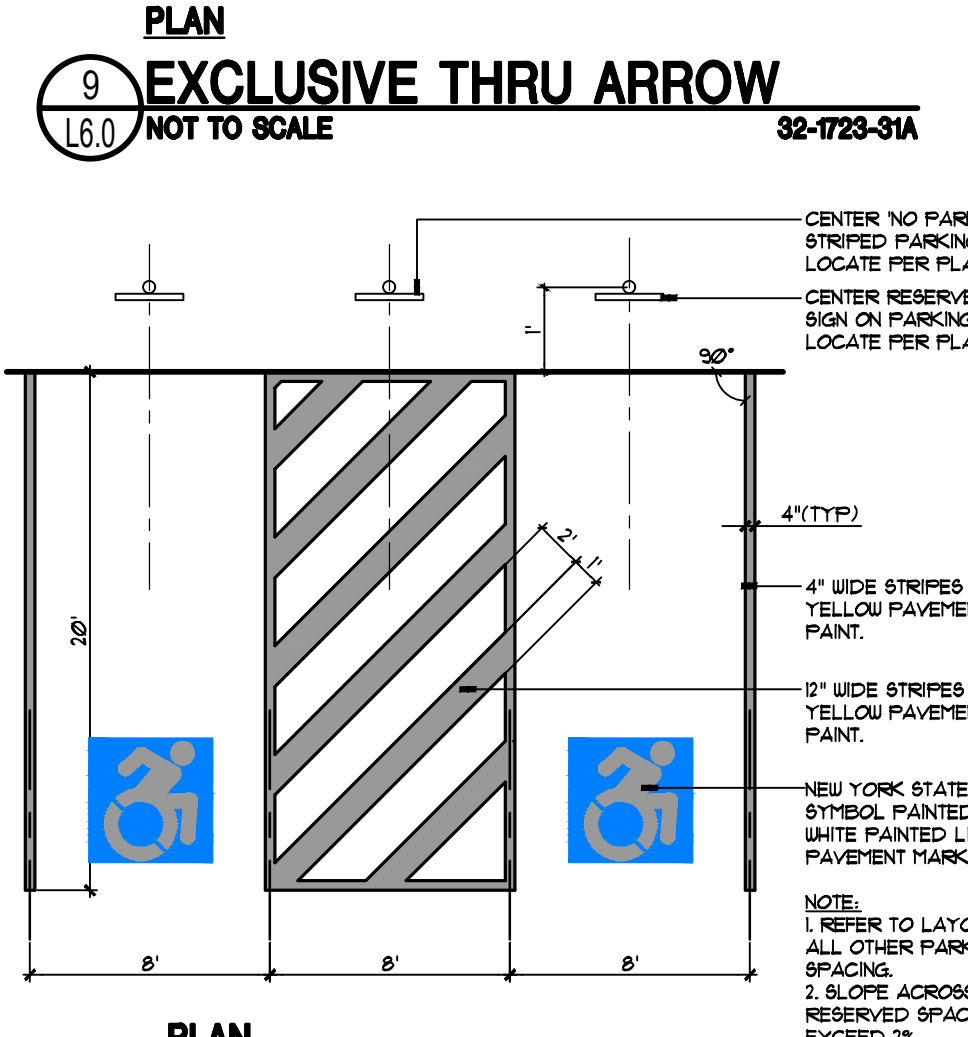
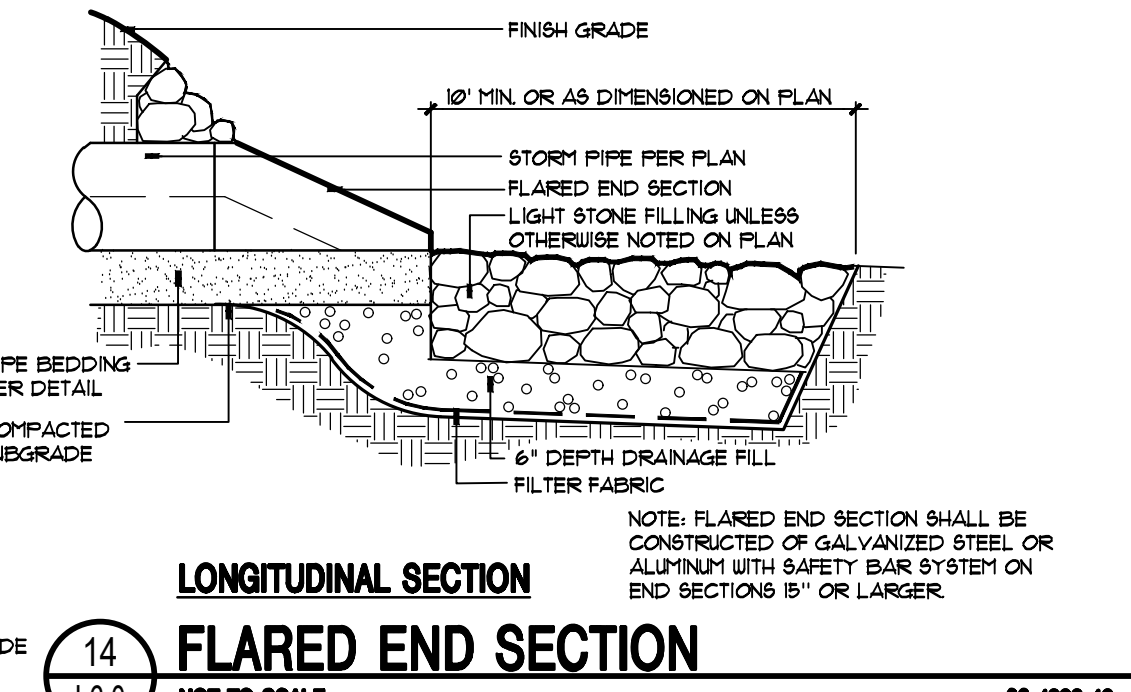
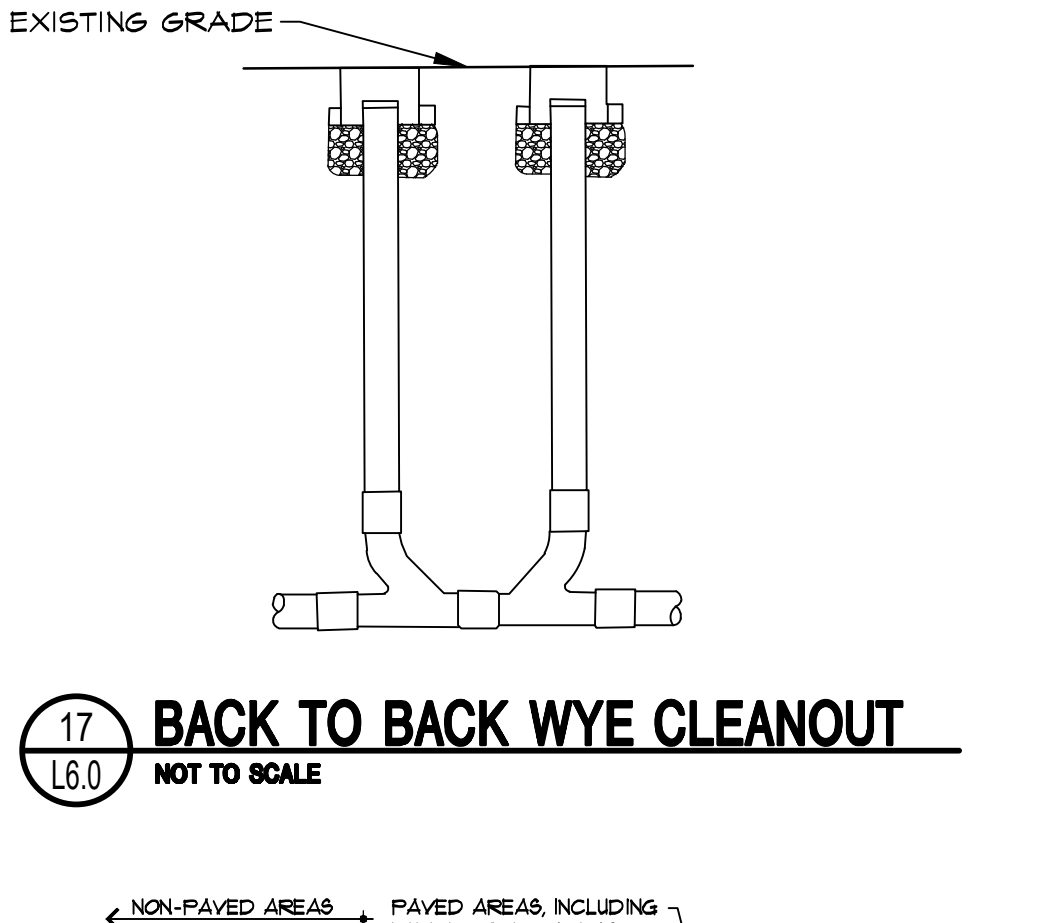
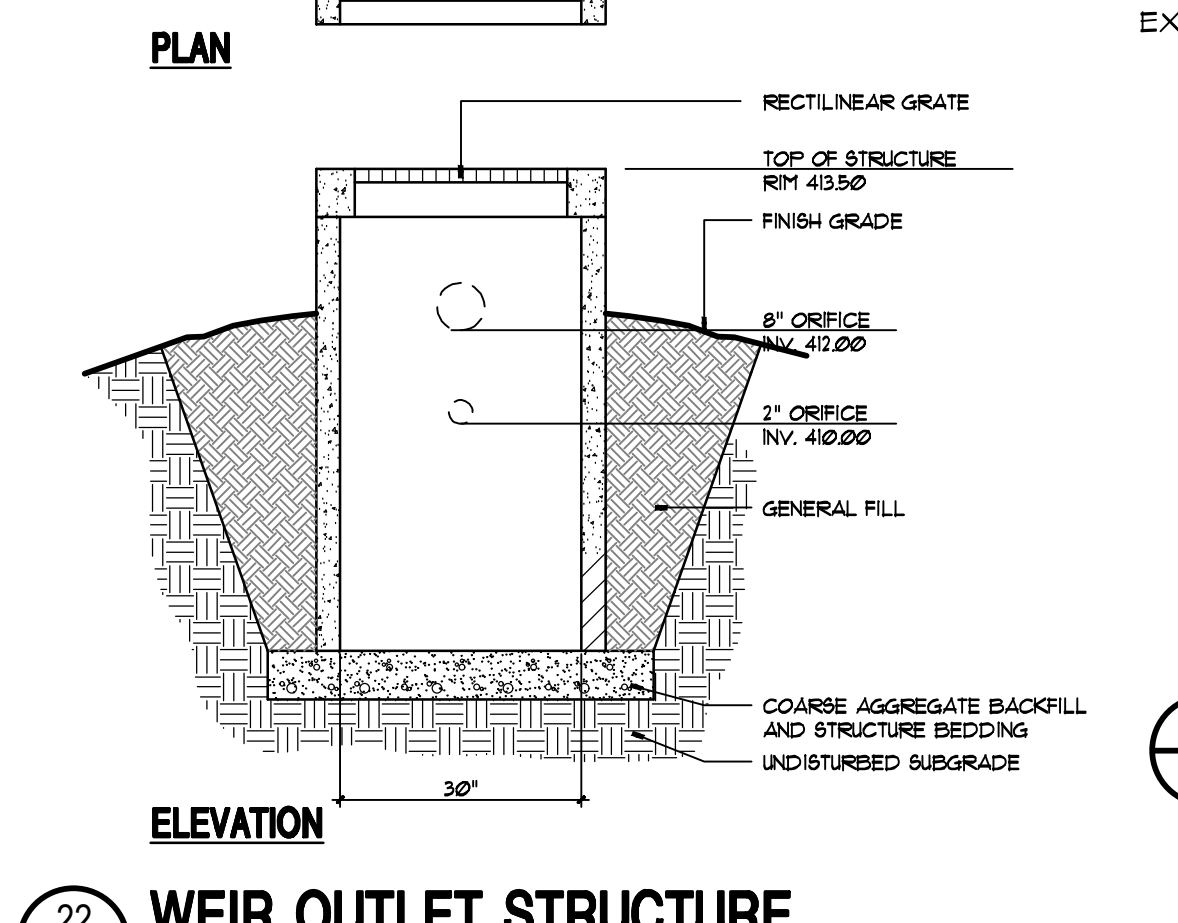
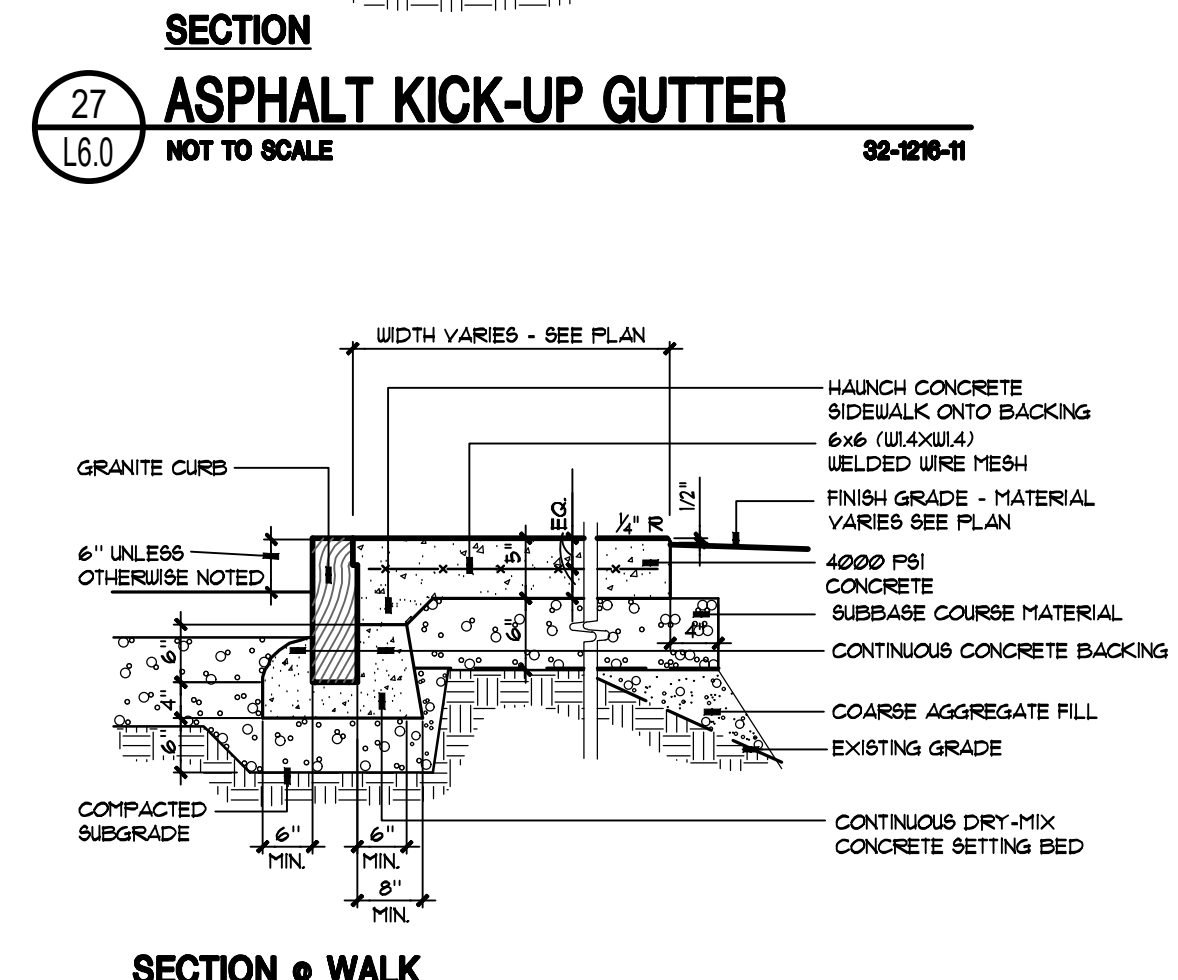
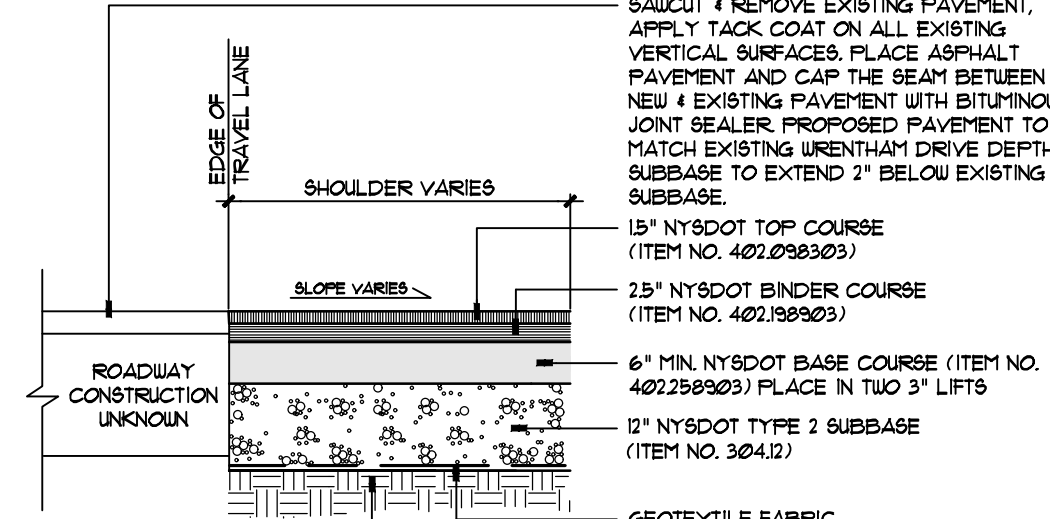
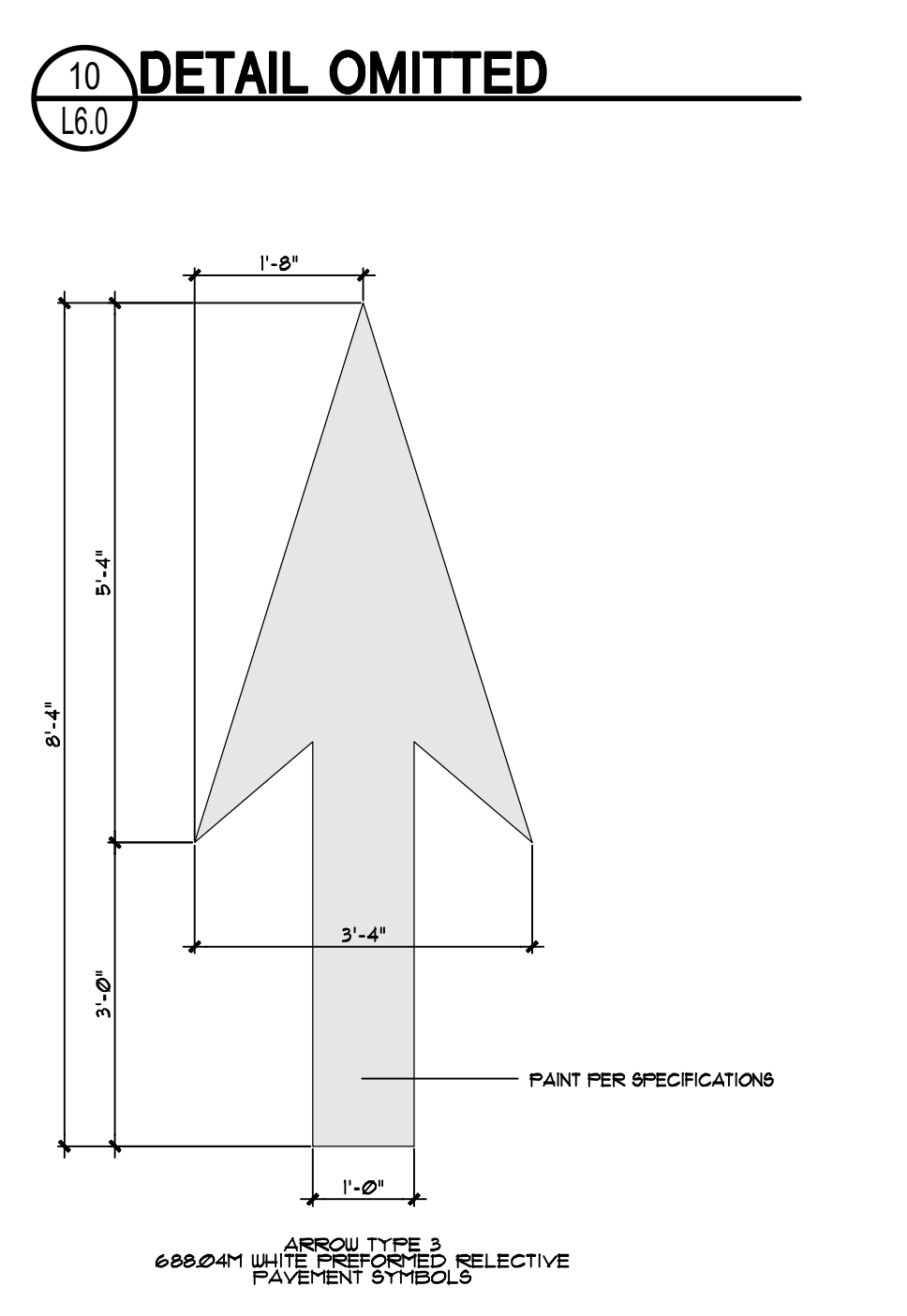
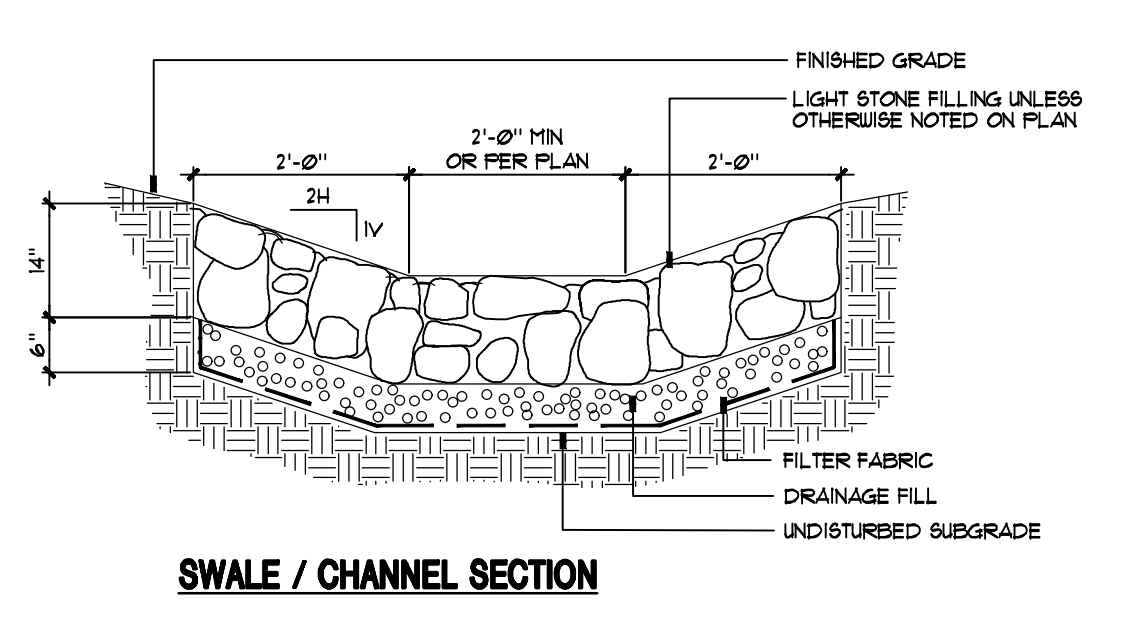
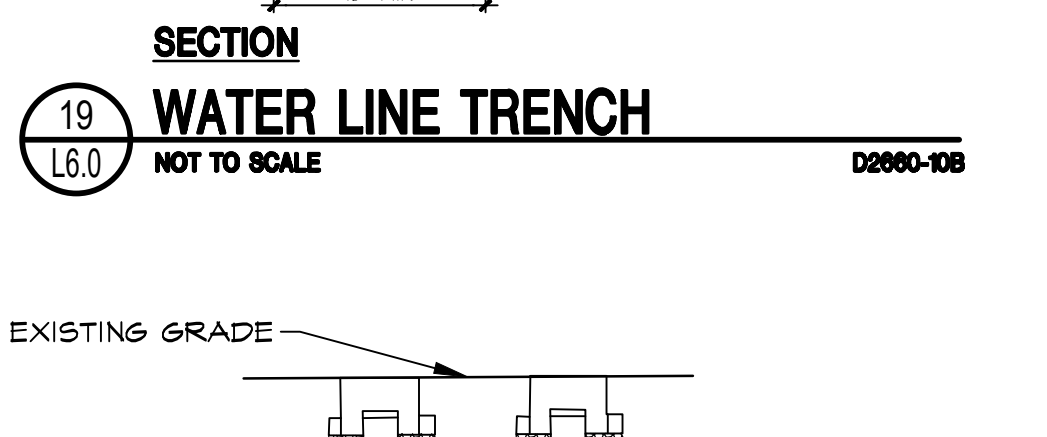
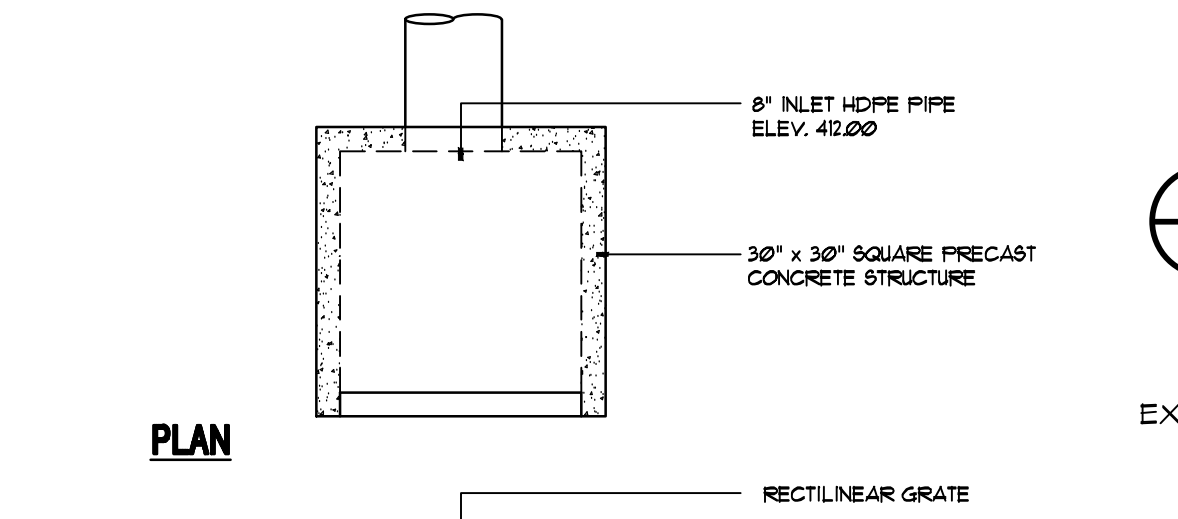
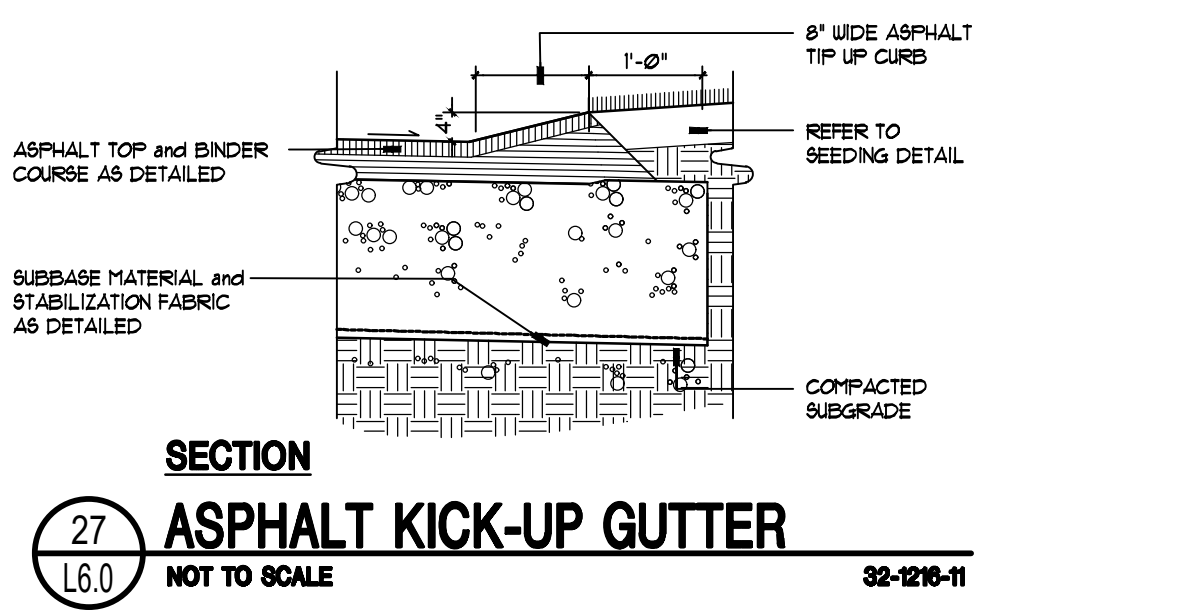
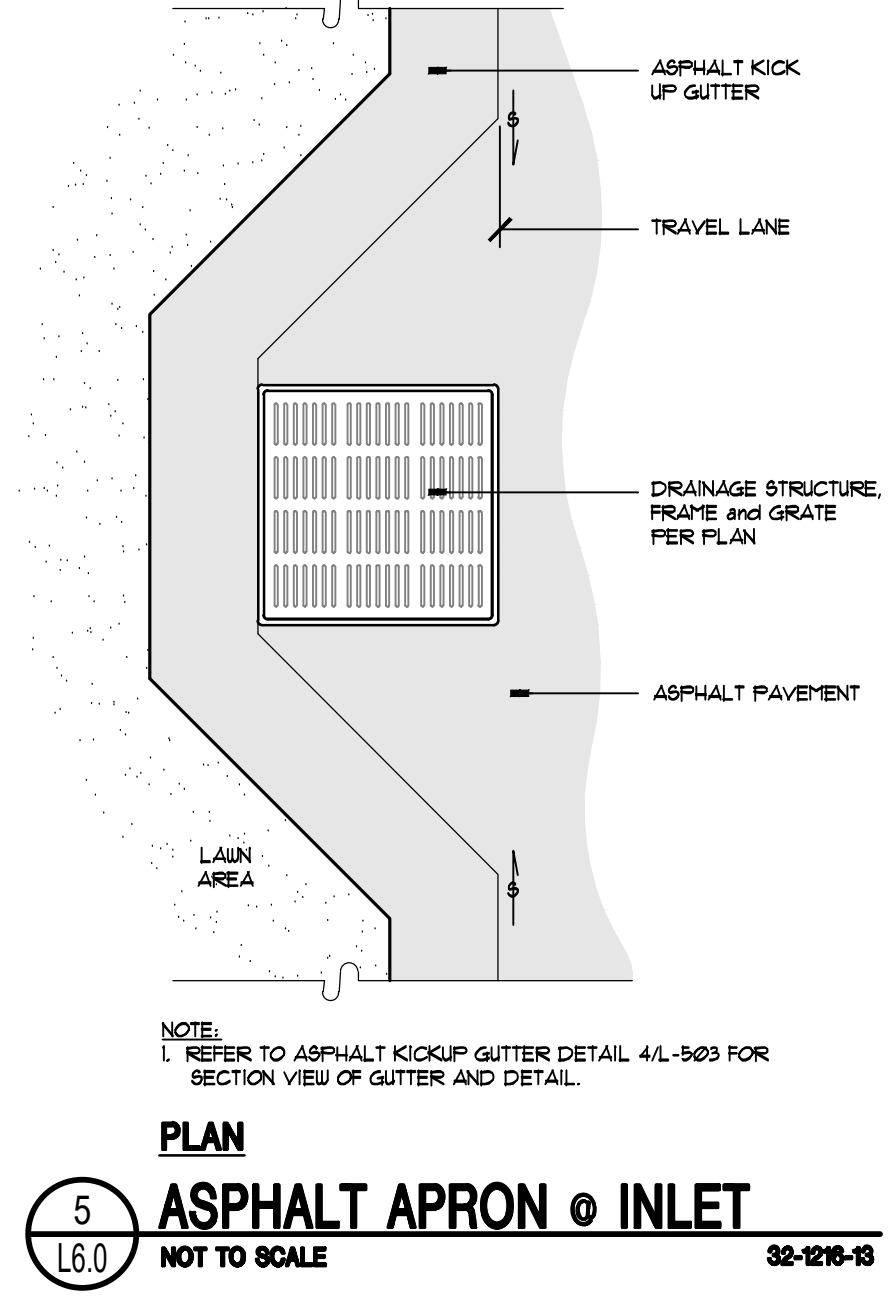
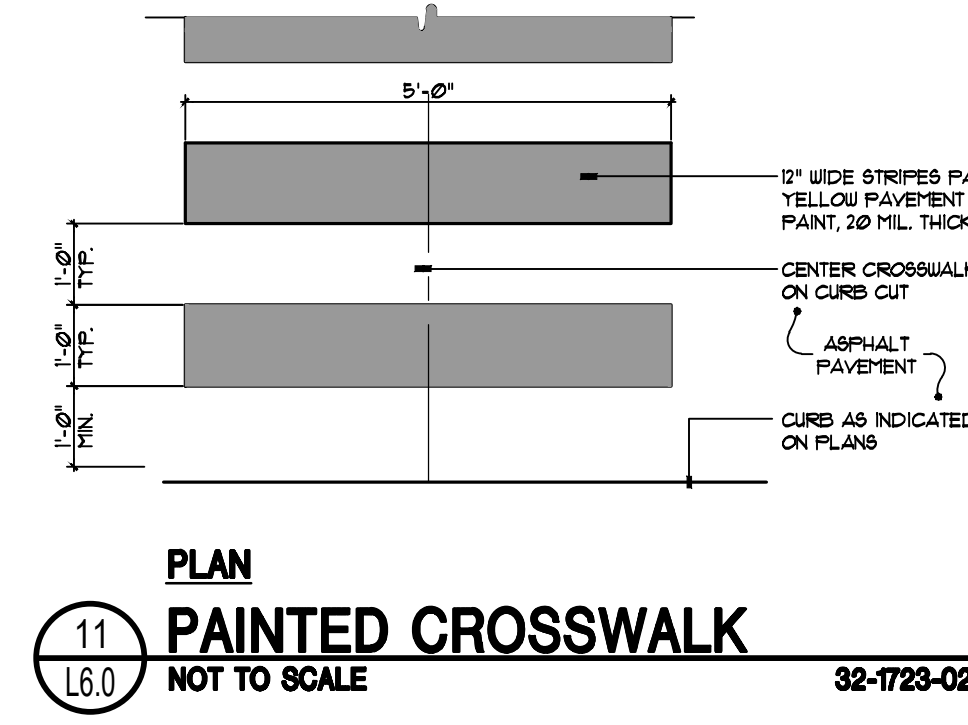
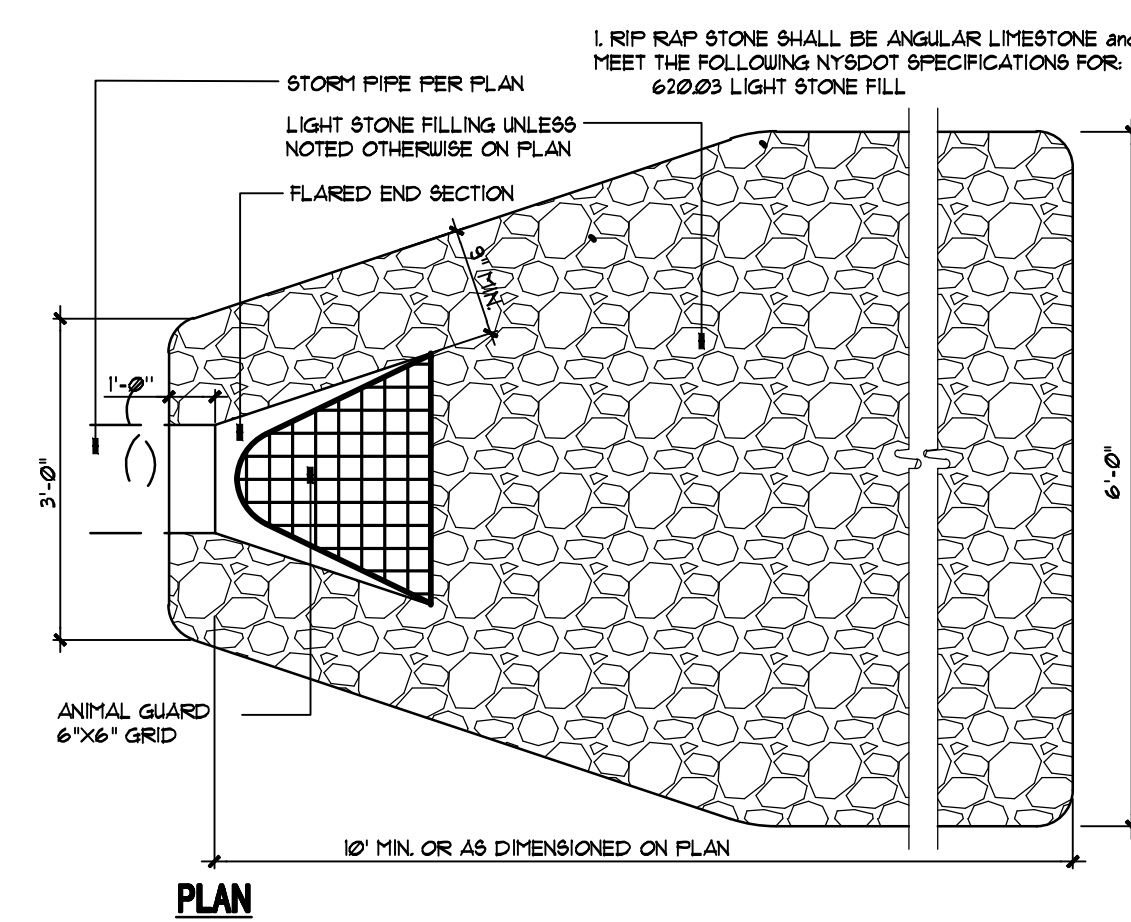
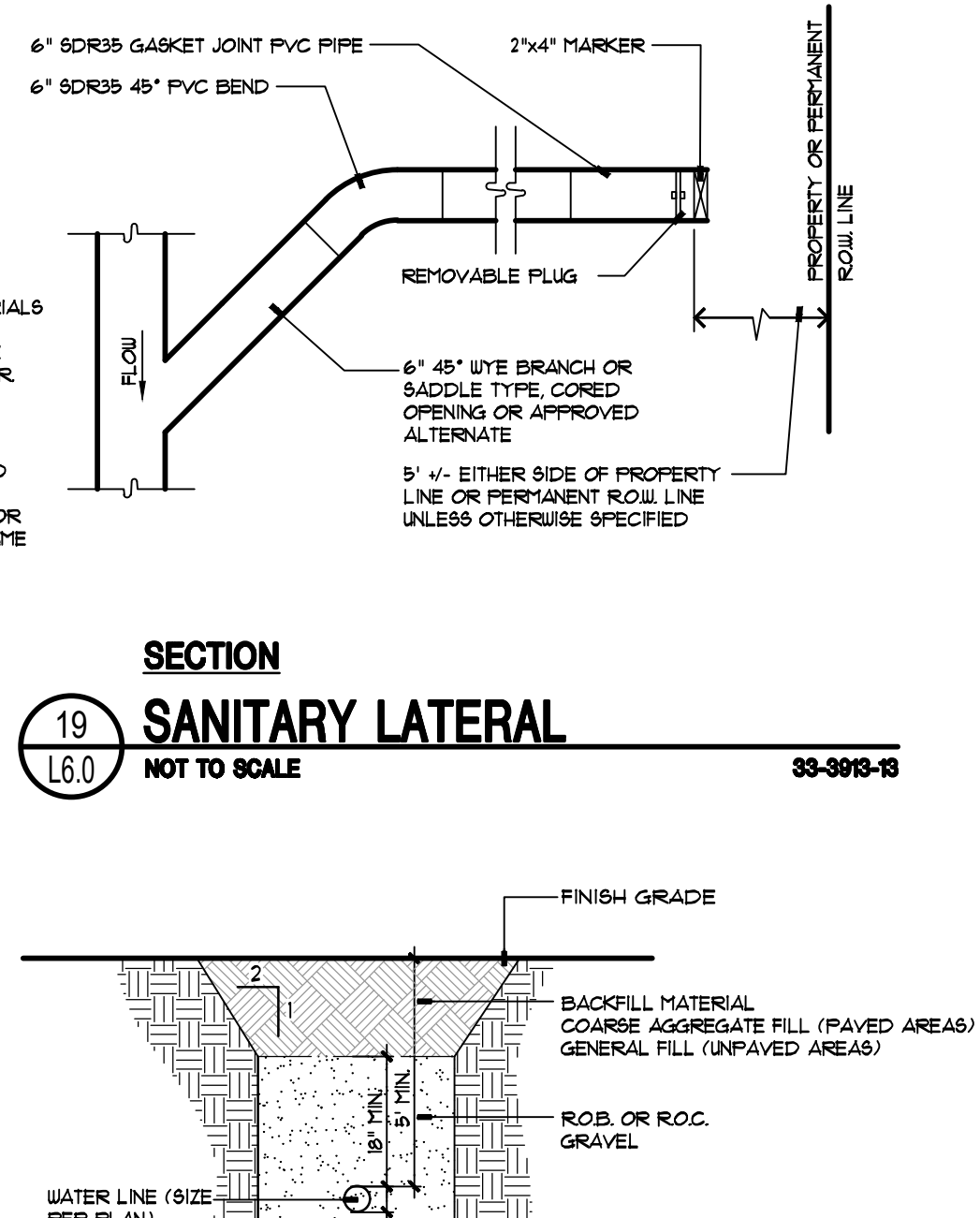
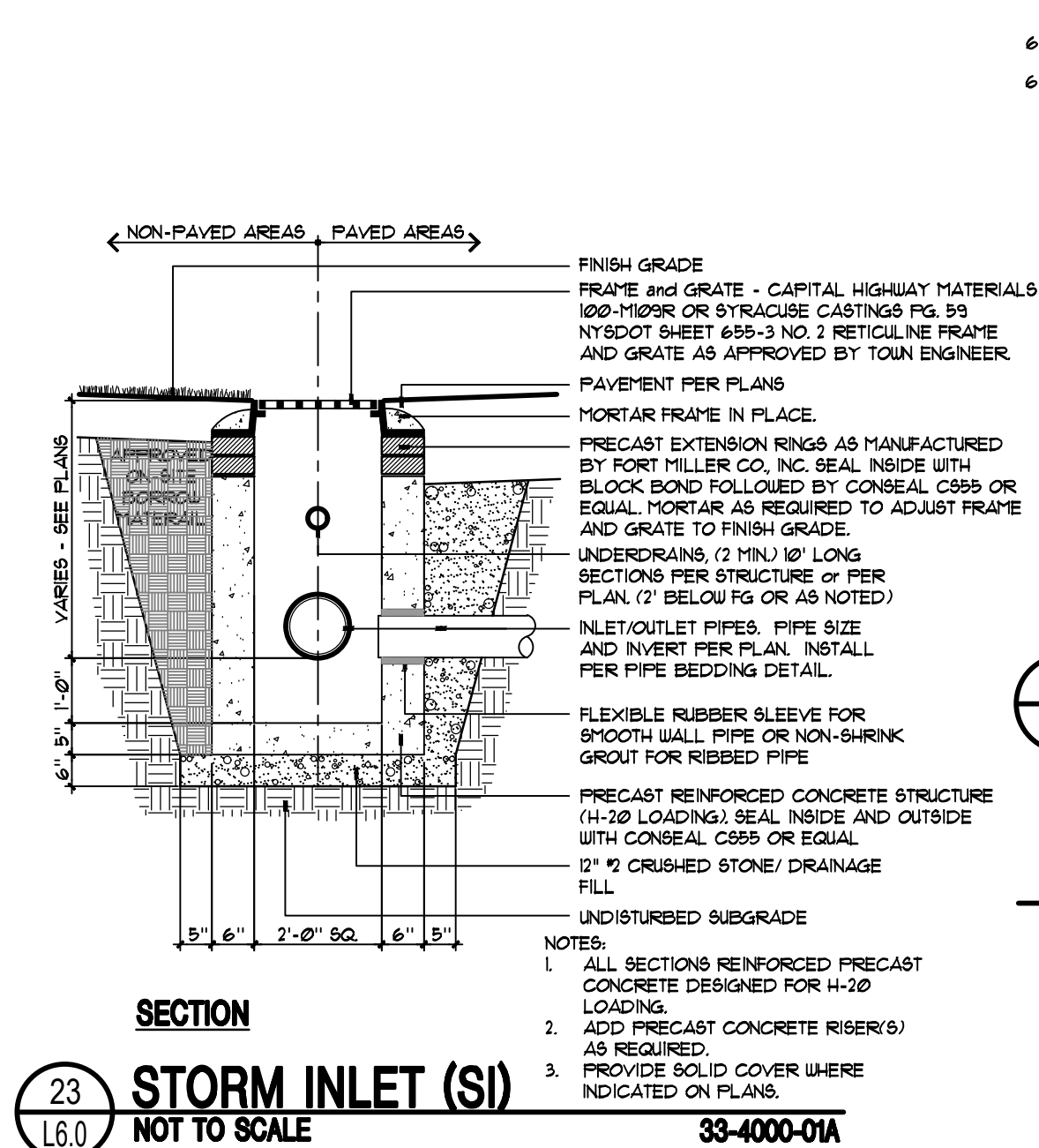
- PLANT NOTES**
- 3" DEPTH STONE MULCH ON FILTER FABRIC.
 - 5' DIAMETER MULCH CIRCLE WITH SPACE CUT EDGE.
 - INSTALL SEEDED LAWN - ACCESS EASEMENT PER DETAIL 5/L5.0.
 - INSTALL SEEDED LAWN PER DETAIL 4/L5.0.
 - INSTALL 8'-0" WIDE STRIP OF SODDED LAWN ADJACENT TO PAVEMENT.



REVISIONS		
NO.	DESCRIPTION	DATE
01	DD SET	01/27/25
02	ARCH. UPD.	03/26/25
03	SITE UPD.	04/29/25

PLANTING PLAN

Project Status	SITE REVIEW
Date	01/02/2025
Project Number	43032
Drawn By	VR/AS
Checked By	SF



Carrie Grevelding

From: Lindsay Wilcox <ott.lindsay@gmail.com>
Sent: Tuesday, May 27, 2025 11:45 AM
To: Carrie Grevelding
Subject: Concerns re: Proposed PUD District Highbridge Senior Apartments

Hello Carrie, I hope you had a nice Memorial Day weekend! I would like to submit the following concerns and comments regarding the proposed Highbridge Senior Apartments. I own the home at 7341 Dartmoor Xing. I will attempt to attend the meeting virtually but I am also asking that these comments are entered into public record and responded to by the Town and/or the Developer.

1) Reduced Parking Spots

If there are fewer parking spots (now 1.5 not 2 per resident), yet more residential units (now 102 as opposed to 86), where will visitors and/or residents park? I believe there should be restrictions on street parking on Dartmoor Xing, otherwise we foresee overflow parking occurring here. There are no sidewalks on our street. Many of us in the neighborhood and in the apartment complex across the street utilize the road for walking, biking, etc. This would now be dangerous with increased street parking which will reduce visibility and space. I would recommend street parking restrictions at least on the part of Dartmoor Crossing nearest the apartment complexes.

2) Increased Cut Through Traffic and Speeding

I already have noticed increased speeding and cut-through traffic on our road since we moved here a few years ago. I am concerned that now there will be even more. I would ask that speed bumps be considered on Dartmoor Xing and Highbridge Terrace as there is a long stretch of road on both streets that encourages high speeds - I have seen it almost daily lately. It will be much worse with increased residency. The proposal notes improved traffic control on Highbridge but what about Dartmoor Xing?

3) Sidewalks

The developer talks about putting a sidewalk in front of the new property, but will this be connected with the Fayetteville sidewalks or will there continue to be a gap of road with no sidewalks? I do not see this mentioned.

4) Note About "Dumping Grounds" at the Current Site

Isn't it the developer using the property for fill? That seems like an ineffective argument for the new apartment building: creating an eyesore so that it can be relieved by a new building. That doesn't seem ethical or logical to me. I am confused by this.

5) Single Family Residential Community

Ultimately, I am concerned about the fabric of the neighborhood which is single family homes. Yes, we have the apartment complex nearby but there are still more homes in the area. With the new apartment complex, this is going to offset the balance in favor of a more commercial feel to the neighborhood. I don't think this is the right solution. Possibly fewer units or large condominiums but smaller apartments and even short term apartments does not seem organic or congruent to the current makeup of the area.

Thank you for considering these comments and questions, Carrie!

-Lindsay Wilcox

Owner of 7341 Dartmoor Xing
Fayetteville, NY 13066

--

Lindsay Ott Wilcox
315.882.6823

Carrie Greveling

From: Allison Kenien <allisonkenien@gmail.com>
Sent: Wednesday, May 28, 2025 10:37 AM
To: Carrie Greveling
Subject: Concerns Regarding Proposed Highbridge Senior Apartments

Hello Carrie,

I hope you are having a nice week.

I am writing to submit my comments and concerns regarding the proposed Highbridge Senior Apartments development. I am a homeowner at 7411 Highbridge Terrace. I plan to attend the meeting, but I respectfully request that the following points be addressed by the Town and/or the Developer.

Traffic Volume and Speeding

- Neighborhood research into traffic shows that Dartmoor Crossing and Highbridge Terrace are already "cut through streets." There are many children living on these streets, and the street is used regularly by residents for walking, biking, and recreation.
- The long, uninterrupted stretches of both Dartmoor Crossing and Highbridge Terrace encourage speeding. This has already been an ongoing issue and has led to several close calls.
- Increased density from the proposed development will likely exacerbate this problem.
- What is the plan for controlling traffic and speeds in the Dartmoor / Highbridge Terrace neighborhood?

Parking

- The proposal reduces the number of parking spaces per unit from 2 to 1.5, while increasing the number of units from 86 to 102. Where will overflow parking be accommodated? Is there a plan for parking restrictions on Dartmoor Crossing to protect the children and families living on the street?

Sidewalk Connectivity

The developer has proposed a sidewalk. Will this connect to existing sidewalks in Fayetteville, or will there remain a gap in pedestrian infrastructure?

Concerns About Current Site Use

The argument that the current site is a "dumping ground" appears disingenuous. If the developer is responsible for using the area for fill, using its current condition as justification for development seems

illogical and ethically questionable. Clarity is needed on the role of the developer in the site's current appearance. If the town doesn't want it to be an "eyesore," building an apartment is not a valid solution. A valid solution would be requiring the developer to care for the site. No one else is "dumping" there.

Thank you for taking the time to review and consider these concerns.

Best regards,
Allison Kenien
Home Owner, 7411 Highbridge Terrace, Fayetteville.

From: jtbasset@aol.com
To: [Town Board](#)
Cc: [Carrie Greveling](#)
Subject: Fw: Highbridge Senior Apartments District Plan
Date: Sunday, June 1, 2025 11:34:30 AM

----- Forwarded Message -----

From: jtbasset@aol.com <jtbasset@aol.com>
To: Town Board <townboard@townofmanlius.org>
Cc: cgreveling@townofmanlius.com <cgreveling@townofmanlius.com>
Sent: Sunday, June 1, 2025 at 11:29:35 AM EDT
Subject: Highbridge Senior Apartments District Plan

Ladies and Gentlemen:

As you know you conducted a public hearing at your regular Board meeting on May 28, 2025, on an application to amend your original approval of the Garden Park PUD District Plan to rename the project Highbridge Senior Apartments, to make certain modifications to increase the number of senior apartment units from 86 to 102, to make certain parking revisions and to make other minor site revisions.

Unfortunately, I was unable to attend the public hearing either in person or on Zoom and thus can't "officially" have my opinion about the application considered in your deliberations.

However, I have listened to the comments made at the public hearing in opposition to the pending application and believe them to be more or less the same critical comments made at the public hearing for the original Garden Park application which you approved in 2023. I supported the Garden Park application and for the same reasons support this amended Highbridge Senior Apartments application.

Thus, I urge you to vote to approve the draft Resolution Enacting Local Law amending Chapter 155-20.8 of the Code of the Town of Manlius amending that regulation to adopt all of the requested changes in the conversion of this PUD from Garden Park Senior Apartment District Plan to Highbridge Senior Apartments District Plan.

As you know the synergy between the existing adjacent Brookdale Fayetteville assisted living facility and this new apartment project will be beneficial to both families of Brookdale residents as well as provide the Town with much needed additional apartment unit options.

Thanks for your consideration of my opinion.

Tom Bassett, 7321 Barberry Lane, Manlius, NY 13104-1301 (315)263-7654 (cell)

IN THE MATTER	
Of	
Local Law 2025-__	RESOLUTION ENACTING
A LOCAL LAW AMENDING CHAPTER 155-	LOCAL LAW
20.8 ENTITLED “ADOPTED DISTRICT	
PLANS” OF THE CODE OF THE TOWN OF	
MANLIUS	

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 11th of June 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, a Local Law has been introduced before the Board, to wit: Local Law 2025 - __, entitled “A Local Law Amending Chapter 155-20.8 entitled ‘Adopted District Plans’ of the Code of the Town of Manlius,” the text of which is as follows:

LOCAL LAW 2025 - __ AMENDING CHAPTER 155-20.8 ENTITLED “ADOPTED DISTRICT PLANS” OF THE CODE OF THE TOWN OF MANLIUS

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

Section 1. That Chapter 155-20.8, entitled “Adopted District Plans” of the Code of the Town of Manlius, is amended as follows:

§ 155-20.8. Adopted district plans

- A. Twin Ponds. The Twin Ponds District Plan is hereby adopted pursuant to the district plan and District Plan Map approved by the Town Board on November 1, 2023, and appended to this chapter as Schedule 1, “Planned Unit Development District Plans.”⁸
- B. High Bridge. ~~Garden Park.~~ The ~~Garden Park Senior Apartment~~ Highbridge Senior Apartments District Plan is hereby adopted pursuant to the district plan and District Plan Map approved by the Town Board on ~~December 6, 2023~~ June 11, 2025, and appended to this chapter as Schedule 1, “Planned Unit Development District Plans.”

Section 2. An amended Schedule 1 is attached hereto as **Exhibit A** and made a part hereof.

Section 3. This local law shall take upon the filing with the Secretary of State.

Underline – new language

~~Strikeout~~ – deleted language

WHEREAS, the Town Board held a public hearing on Law 2025-__ on May 28, 2025, at which time the public was given to opportunity to speak for and/or against the local law;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby adopts 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 adoption of this Resolution pursuant to Municipal Home Rule Law.

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 11th day of June, 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 11th day of June 2025.

DATED: June 11, 2025
Fayetteville, New York

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

Exhibit A

Garden Park Senior Highbridge Senior Apartments District Plan

A. Intent. This District is intended to be used primarily as multi-family apartments in order to address the current shortage of senior living options in the area. The design of the PUD District Plan provides for relatively high-density residential housing options with outdoor recreational amenities consistent with the target demographic. The PUD District Plan may also include a limited amount of non-residential services, i.e. spa, hair salon, etc. for both residents and families of ~~Garden Park~~ Highbridge Senior and Brookdale Memory care. The obvious highlights of this project include a “best-use” infill development that is compatible with both the community and Brookdale, without adding any material impact on the local traffic.

B. PUD District Plan Description

1. Types of land uses. The following structures and uses shall be permitted within the district, pursuant to site plan approval.

a. Multi-family dwellings for rent containing ~~seventy-eight (78)~~ one hundred two (102) one and two bedroom apartments for seniors.

b. 8 Penthouse Condominiums will be available for either rental or ownership as we consider the viability of such.

c. Non-residential personal services:

i. Spa, hair salon “only available to Brookdale residents & ~~Garden Park~~ Highbridge Senior tenants”

ii. Convenience item store.

iii. Underground parking.

iv. Courtyard with outdoor kitchen and dining tables, raised community gardens, recreational activities.

v. Walking trails connect to Brookdale.

vi. Sidewalks connecting Brookdale and the surrounding neighborhood.

vii. Wellness center & media room.

viii. Fully furnished, short-term and extended stay at “workforce rate” apartments for family members of residents at Brookdale.

ix. 24-hour concierge and maintenance services.

x. Essential transportation to local restaurants, retail, medical offices.

xi. Community kitchen.

xii. Library and business center.

xiii. Light housekeeping.

xiv. Decks and rooftop terraces.

- xv. Secure Package room.
- xvi. EV Charging stations.
- xvii. Landscape design package to blend Brookdale and ~~Garden~~
~~Park~~ Highbridge Senior.

2. Bulk Requirements

- a. Lot area: 8.77 acres

- b. Maximum building height: 3 and one-half stories with one level of underground secure parking.

3. Off-street parking requirements. This site shall contain a total of one hundred ~~fifty-six~~ one hundred thirty four (134) parking spaces. ~~One-half of the Seventy-Eight of the~~ parking spaces (78 parking spaces) will be located under the proposed improvements. The remaining parking spaces will be above ground parking spaces.

4. Vehicle Circulation. Provisions for smooth internal vehicle circulation shall be made with storage space for snow which will not block parking spaces and with provision for access for emergency vehicles. The design for vehicular ingress and egress to the site from a public highway and for interior streets shall be approved by the Town of Highway Superintendent and the Chief of the Fire Protection District in which the project is to be located.

C. PUD District Plan Map. Attached as Appendix A is a map identifying the location of permissible land uses, roads, sidewalks, drainage, landscaped areas, parking, utilities and the total acreage of the proposed PUD District Plan.

D. Phasing Plan. The project developer/owner anticipates that the project will be completed in one or two phases.

E. Application Timeline.

- 1. The Owner shall be required to apply for Site Plan Approval no later than 180 days after approval of the PUD District Plan.

- 2. The Owner shall be required to apply for a building permit to begin construction of the project no later than 18 months after receiving site plan approval.

F. Public Roadways. Appendix A depicts the location of land that shall be dedicated to the Town for public use as roadways.

G. Recreational Areas. The PUD District Plan Map includes recreational areas in the form of outdoor living, outdoor activities, walking trails and clubhouse. The map attached as Appendix A depicts the location of these amenities.

H. Signage. All signage shall be in accordance with § 155-25 of the Manlius Town Code.

I. Utilities. All buildings will be served by public water and sewer systems.

J. Workforce Housing. We have agreed to allocate Four (4) fully furnished units specifically designated for family members of residents at the neighboring Brookdale Alzheimer's Senior Living Center of Fayetteville ("Brookdale"). Each such unit will be available to Brookdale on a short-term rental basis with many of the same amenities afforded other residents, including housekeeping services. If such units are not utilized by Brookdale, then such units shall be made available for rent to Workforce Housing applicants. Workforce Housing rates shall be applicable for a period of ten (10) years following the issuance of a certificate of occupancy.

1. The Town Board may reduce the number of Workforce Housing units required or the method for calculating the rent ceiling to be considered Workforce Housing if such an adjustment is necessary to support the continued financial viability of the project.

2. The Owner shall provide information on an annual basis to the Codes Officer to confirm compliance with these Workforce Housing requirements.

K. Sidewalk and Trail Connections. The Owner will cooperate with the Town to connect sidewalks and walking trails within the PUD District with other trails constructed by the neighboring property owners in order to provide pedestrian access.

L. Sustainability.

a. The project will include approximately 10 charging plugs for electric vehicles

b. We will make a concerted effort to incorporate other alternative energy sources, i.e., solar and natural gas.

Underline – new language

~~Strikeout~~ – deleted language



J.Ryan McMahon, II
COUNTY EXECUTIVE

Onondaga County Planning Board

RESOLUTION OF THE ONONDAGA COUNTY PLANNING BOARD

Meeting Date: June 11, 2025
OCPB Case # Z-25-171

- 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 OTHER AUTHORIZATION from the Town of Manlius Town Board at the request of Highbridge Senior Apartments for the property located at Highbridge Street; and
- WHEREAS, General Municipal Law Section 239-m allows the County Planning Board to review authorizations which a referring body may issue under the provisions of any zoning ordinance or local law the site is located within 500 feet of Highbridge Street (Route 109), a county highway; and
- WHEREAS, the applicant is proposing to update their Planned Unit Development (PUD) District Plan to allow construction of a 102-unit senior apartment facility on an 8.77-acre parcel currently zoned Commercial A (CA); and
- WHEREAS, the Board has reviewed multiple referrals regarding this PUD and the proposed senior apartment facility, most recently recommending Modification of a site plan referral (Z-25-119) advising the applicant to continue to coordinate access with the Onondaga County Department of Transportation (OCDOT), to continue coordinating with the Onondaga County Department of Water Environment Protection (OCDWEP) regarding wastewater plans for the site, and to coordinate with the NYS Department of Environmental Conservation (DEC) regarding any onsite wetlands; the Board also provided a comment encouraging the applicant to consult with US Fish and Wildlife and the New York Natural Heritage Program to minimize the impact to any endangered bat species present on site; previously the Board reviewed a proposed zone change referral (Z-23-234) from Commercial A (CA) to Planned Unit Development (PUD) and a proposed zone change referral (Z-23-141) from Commercial A to Residential 5 providing similar requirements and comments; and
- WHEREAS, the site is near residential neighborhoods west of the Village of Manlius, adjacent to Brookdale Alzheimer's & Dementia Care facility and across Highbridge Street from the Wildwood Ridge apartment complex; and
- WHEREAS, the site is a vacant, wooded parcel with the eastern and southern parcel boundaries sloping steeply up to adjacent single-family homes; the site has frontage opposite the Brookdale facility on Gramercy Circle, a local road, and frontage along Highbridge Street, a county route; and
- WHEREAS, per a letter from Keplinger Freeman Associates to the Town dated 4/30/25, the applicant is requesting approval of the amended Highbridge Senior Apartments PUD District Plan; the Highbridge Senior Apartments PUD was initially approved on 12/6/23; per the letter, changes from the previous versions of this development include increasing residential units from 86 to 102, reducing the parking ratio from 2.0 spaces per unit to 1.5 spaces per unit, and reducing onsite parking;
and
- WHEREAS, per the Layout Plan dated 4/29/25, the proposed complex will have two access

points from Gramercy Circle, leading to a parking lot, backed by the 102-unit senior apartment building along with a pergola, firepit, and pickleball court; per a Parking Data Chart on the Layout Plan, the complex will have 58 exterior spaces and 76 basement-garage spaces;

ADVISORY NOTE: Per the Onondaga County Department of Transportation, no direct access to Highbridge Street will be permitted; and

WHEREAS, the Site Preparation Plan dated 4/29/25 and the Layout Plan shows multiple existing and proposed easements: an existing utility easement on the adjacent Brookdale facility parcel which encroaches on the site along the northern site boundary will remain; a new 12'-wide access easement is proposed to connect Gramercy Circle with the proposed stormwater facility; a New York Telephone Company easement along the Highbridge Street frontage will remain; a proposed 10'-wide sidewalk easement "to Village of Manlius" is depicted along the Highbridge Street frontage; and

WHEREAS, per the previously submitted Environmental Assessment Form (EAF) dated 4/12/23, 5.00 acres of the site will be disturbed by the proposed project; per the Layout Plan dated 4/29/25, a stormwater basin will be constructed between the proposed building and the existing slope and will connect to the existing stormwater basin at the rear of the adjacent Brookdale facility; per the Layout Plan, a proposed drainage easement to Brookdale includes the proposed stormwater facility to where it connected with the adjacent parcel;

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, a new connection to public drinking water is proposed to serve the complex;

ADVISORY NOTE: The applicant is advised to contact OCWA's Engineering Department to determine the activities and structures permitted within OCWA easements/rights-of-way, water availability and service options, obtain hydrant flow test information, evaluate backflow prevention requirements, and/or request that the Authority conduct hydrant flow testing to assess fire flow availability; and

WHEREAS, per the referral notice, the site is to be served by public sewers and is located in the Meadowbrook-Limestone Wastewater Treatment Plant service area and a new connection is proposed;

ADVISORY NOTE: Capacity assurance approval from the Onondaga County Department of Water Environment Protection (OCDWEP) is required in advance of issuance of a plumbing permit from the County's Plumbing Control Division in order to connect into the public sewer system; additionally, the applicant must develop a 2 gallon to 1 gallon sanitary flow offset plan/project in coordination with the municipal engineer; the Capacity Assurance Form and approval process can now be found online: <http://ongov.net/wep/connections.html>; and

WHEREAS, GIS mapping shows the rear of the site may contain state wetlands and/or the 100-foot state wetland buffer, which appears to coincide with existing stormwater facilities on the adjacent parcel and the proposed location of the on-site stormwater facilities; wetlands and the associated 100'-buffer are not depicted in the referred plans;

ADVISORY NOTE: Any proposed development on a property that may contain NYS jurisdictional wetlands must obtain a negative parcel jurisdictional determination from the NYS Department of Environmental Conservation (DEC) or

coordinate with regional DEC staff to determine if a wetland permit is required; and

WHEREAS, per the Central New York Regional Transportation Authority (CENTRO), public transit service and bus stops are located approximately 2 miles from the site; CENTRO is unable to serve senior residents at this location; and

WHEREAS, the site may contain the Indiana Bat and/or Northern Long-eared Bat, or their associated habitat, which have 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 the Site Plan it appears that some significant wooded areas on site will be removed; the site or a portion of it is located in or adjacent to an area designated as sensitive for archaeological sites on the NYS Historic Preservation Office archaeological site inventory (per EAF Mapper);

ADVISORY NOTE: The applicant and/or municipality is advised to contact the NYS Historic Preservation Office to determine if the project should be submitted to the Office for review as part of the State Environmental Quality Review (SEQR) process; and

NOW THEREFORE BE IT RESOLVED, that the Onondaga County Planning Board recommends the following MODIFICATION(S) to the proposed action prior to local board approval of the proposed action:

1. The applicant must continue to coordinate Highbridge Street access plans with the Onondaga County Department of Transportation. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.
2. The applicant must continue to coordinate wastewater plans with the Onondaga County Department of Water Environment Protection. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.

The Board offers the following comments:

1. New York State informational wetland mapping indicates the potential presence of NYS wetlands on or near the site. Applicants proposing development on a property that may contain NYS jurisdictional wetlands are advised to obtain a negative parcel jurisdictional determination from the NYS Department of Environmental Conservation (DEC), and/or coordinate with DEC regional staff to determine if a wetland permit is required, as part of the municipality's plan review process.
2. Given that the site may contain the federally and state endangered Indiana Bat and Long-eared Bat or their associated habitat, the applicant is encouraged to consult with the US Fish and Wildlife Service and New York Natural Heritage Program to minimize the impact to the species.

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

Martin E. Voss, Chairman
Onondaga County Planning Board

IN THE MATTER	
Of	
Local Law 2025-__	RESOLUTION ENACTING
A LOCAL LAW AMENDING CHAPTER 155	LOCAL LAW
SECTION 20.2 OF THE TOWN CODE	
ENTITLED “PLANNED UNIT	
DEVELOPMENT”	

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 11th of June, 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
Michael Nesci	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, a proposed local law (the “Proposed Law”) was introduced to amend Chapter 155, Section 20.2 of the Town Code to add the Restricted Agricultural District (R-A) to

the list of zoning districts where Planned Unit Developments (PUDs) may be considered at the discretion of the Town Board; and

WHEREAS, a Local Law has been introduced before the Board, to wit: Local Law No. 2025 - _____, amending Chapter 155 Section 20.2 of the Town Code entitled “Planned Unit Development” the text of which as follows:

**LOCAL LAW 2025 -____, A LOCAL LAW AMENDING
CHAPTER 155 SECTION 20.2 ENTITLED
“PLANNED UNIT DEVELOPMENT”:**

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

Chapter 155 of the Town Code shall be amended as follows:

§ 155-20.2. Planned unit development. [Added 4-26-2023 by L.L. No. 6-2023]

- A. Legislative intent. A planned unit development ("PUD") provides flexibility and encourages a variety of land uses and innovative design techniques that otherwise would be restricted by standard use and area regulations contained within the Town of Manlius Zoning Law. A PUD may be placed in the R-5, CA, R-A, CB, RM and Industrial Districts at the discretion of the Town Board and pursuant to this § 155-20.2.
- B. Legislative purpose. The Town of Manlius, Onondaga County, New York hereby finds and determines that:
 - (1) When coordinated with the Comprehensive Plan, a PUD can be an effective tool to encourage development in ways that support the community goals and priorities outlined in the Town of Manlius Comprehensive Plan and its Zoning Code.
 - (2) This section provides a process to allow for the approval of a beneficial development plan that would not otherwise be possible due to existing zoning laws that regulate permissible uses and bulk requirements. A PUD provides flexibility in the regulation of land use development in order to:
 - (a) Encourage innovation in land use variety and design, in the layout and type of new structures and in their integration with existing structures;
 - (b) Enhance efficiency in the use of land, natural resources, energy, community services and utilities;
 - (c) Encourage open space preservation and protection of natural resources, historic sites and structures;

- (d) Facilitate the construction of multiunit housing and improved residential environments;
- (e) Enhance the Town's ability to promote business and employment opportunities;
- (f) Preserve the safety and efficiency of the state, county and Town transportation system within the Town of Manlius;
- (g) Provide for logical and orderly extensions of water, sewer and utility infrastructure; and
- (h) Provide for a unified and logical pattern of development to land areas determined to be appropriate for growth as outlined in the Town of Manlius Comprehensive Plan.
- (i) Develop land that has unique characteristics, including water bodies, steeper slopes, topographic challenges, connectability to population centers and/or commercial areas, and authorize growth to meet goals and policies of the Town of Manlius.

C. Authority. In addition to any other powers and authority to plan and regulate by zoning, the Town of Manlius hereby enacts requirements for the review of applications to establish a planned unit development district and the establishment and simultaneous mapping of planned unit development districts pursuant to the provisions of this § 155-20.2.

*Underline indicates New Language

WHEREAS, the Town Board of the Town of Manlius scheduled a public hearing on the Proposed Law to be held on May 28, 2025, and provided due notice of the hearing in accordance with applicable law; and

WHEREAS, the Town Board held the duly noticed public hearing on May 28, 2025, at which all interested persons were afforded an opportunity to be heard; and

WHEREAS, the Proposed Law was referred to the Onondaga County Planning Board pursuant to General Municipal Law § 239-m and no disapproval or required modifications were issued; and

WHEREAS, the Town Board determined that the adoption of the Proposed Law constitutes a Type II action under the New York State Environmental Quality Review Act (SEQRA) and is, therefore, not subject to further environmental review; and

WHEREAS, the Town Board now wishes to adopt the Proposed Law as Local Law No. 2025 - ____ of the Town of Manlius;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby adopts 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 adoption of this Resolution pursuant to Municipal Home Rule Law.

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 11th day of June 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 11th day of June 2025.

DATED: June 11, 2025
Fayetteville, New York

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

**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 11th of June 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, by resolution dated March 26, 2025, the Town Board authorized a street light (the “**Initial Improvement**”) at the corner of Townsend Road and Mulberry Lane, which, area is within the Lighting District; and

WHEREAS, the Town Board now desires to authorize a second street light (the **“Second Improvement”**) within the Lighting District; and

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

WHEREAS, on June 11, 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 11th day of June, 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 11th day of June, 2025.

DATED: June 11, 2025
Fayetteville, New York

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

**IN THE MATTER
OF
THE MUIRFIELD DRIVE STORMWATER
IMPROVEMENT PROJECT**

**DETERMINATION OF
ENVIRONMENTAL
SIGNIFICANCE**

The TOWN BOARD OF THE TOWN OF MANLIUS, (hereinafter the “**Town Board**”) 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 11th of June 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 Board is considering the Stormwater Improvement Project on Muirfield Drive which will involve removal and replacement of the deteriorating concrete stormwater vault at the cul-de-sac on Muirfield Drive with a new stormwater basin and forebay (the “**Proposed Action**”); and

WHEREAS, the Town Board must comply with Article 8 of the New York Environmental Conservation Law and the regulations adopted thereto (collectively referred to as “**SEQR**”), and determine whether or not the Proposed Action presents a potential significant adverse environmental impact requiring the preparation of an environmental impact statement pursuant to SEQR; and

WHEREAS, the Town Board has commissioned LaBella Associates, DPC to prepare an Environmental Assessment Form (“**EAF**”) in compliance with SEQR to help the Town determine the significance of and potential environmental impact of the Proposed Action described above; and

WHEREAS, the Town Board, pursuant to SEQR, must satisfy the applicable requirements set forth in SEQR, as necessary, prior to making a final determination on whether to approve the Project; and

WHEREAS, the Town Board, in accordance with SEQR determined that the Proposed Action was an Unlisted Action, and

WHEREAS, the Town Board now desires to make its determination of significance in accordance with the SEQR regulations at 6 NYCRR §617.7.

NOW THEREFORE BE IT RESOLVED:

Upon a thorough review and due consideration by the Town Board of the completed EAF for the Proposed Action, including reviewing and adopting the completed answers to Parts 1, 2 and 3 of the EAF, and in consideration of other information associated with the completed EAF including the EAF Mapper results for each of the locations upon which work associated with the Proposed Action is to be completed, and other information contained in the administrative record in this matter, the Town Board makes the following findings:

1. The Town Board has considered the Proposed Action including identifying the reasonable impacts associated with it and compared same to the parameters and criteria set forth in applicable law and regulations, in order to analyze such impacts pursuant to the SEQR review it conducted for the Project.
2. The Town Board has classified its review of the Proposed Action as an Unlisted Action pursuant to the SEQR regulations.
3. The Town Board adopts each of the matters set forth in the Whereas clauses herein as part of this resolution and each shall have the same force and effect as each of the other findings made in this resolution.
4. The Town Board has considered the significance of the potential adverse environmental impacts of the proposed Project by: (i) carefully reviewing and examining the responses to the EAF, including the information in the completed Part 1 of the EAF, as well as that information set out in the completed Parts 2 and 3 of the EAF together with examining other available supporting information and documents concerning the Project and the EAF Mapper results for the Proposed Action;; (ii) considering the criteria set forth in 6 NYCRR § 617.7(c) in light of such impacts or potential impacts; and (iii) thoroughly analyzing the identified areas of relevant environmental concern in issuing this negative declaration and notice of such declaration.

NOW THEREFORE BE IT FURTHER RESOLVED:

- a. There will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste

production; a substantial increase in potential for erosion, flooding, leaching or drainage problems.

b. There will not be large quantities of vegetation or fauna removed or destroyed as the result of the Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the Action; there will not be a significant impact upon habitat areas; there are no substantial adverse impacts on any known threatened or endangered species of animal or plant, or the habitat of such species; nor are there any other significant adverse impacts to natural resources.

c. There are no known Critical Environmental Area(s) on the site which will be impaired as the result of the proposed Action.

d. The Action will not result in the creation of a material conflict with the current plans or goals of either the Town of Manlius or the Town of Manlius as officially approved or adopted.

e. The Action will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character.

f. There will not be an increase in the use of either the quantity or type of energy resulting from the Action.

g. There will not be any hazard created to human health. To the contrary, the Proposed Action is expected to have a positive effect on the health and wellbeing of Town residents.

BE IT FURTHER RESOLVED that, based upon the information and analysis above, the Proposed Action will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED that the information available concerning the Proposed Action was sufficient for the Town Board to make its determination; and

BE IT FURTHER RESOLVED that the Town Board hereby approves and adopts the attached Short Environmental Assessment Form for the Action (Parts 1, 2, and 3); and

BE IT FURTHER RESOLVED that a Determination of Non-Significance on the Proposed Action is hereby issued; and

BE IT FURTHER RESOLVED that the preparation of an environmental impact statement for the Proposed Action shall not be required; and

BE IT FURTHER RESOLVED that the Town Supervisor is hereby directed to sign the Short Environmental Assessment Form Part 3 and issue the Negative Declaration as evidence of the Town Board's determination; and

BE IT FURTHER RESOLVED that this Determination of Non-Significance has been prepared in accordance with SEQRA and the Town Clerk is hereby directed to file, publish and distribute a notice of this Negative Declaration pursuant to 6 NYCRR § 617.12(a)(1); and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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 11th day of June, 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 11th day of June, 2025.

DATED: June 11, 2025
Fayetteville, New York

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

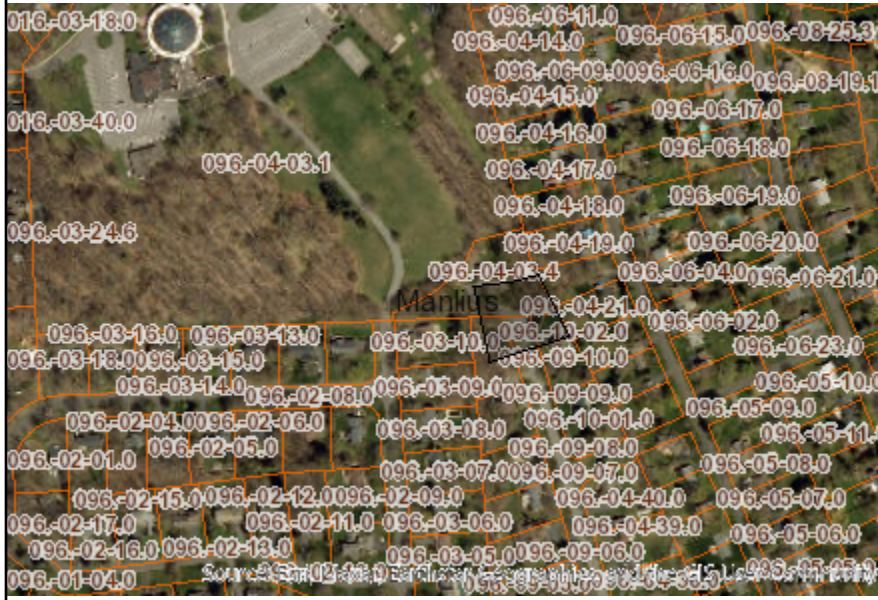
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 – Project and Sponsor Information			
Name of Action or Project: Muirfield Drive Stormwater Improvement Project			
Project Location (describe, and attach a location map): Muirfield Drive, Manlius, NY			
Brief Description of Proposed Action: The Town of Manlius proposes the Muirfield Drive Stormwater Improvement Project, which will involve removal and replacement of the deteriorating concrete stormwater vault at the cul-de-sac on Muirfield Drive with a new stormwater basin and forebay.			
Name of Applicant or Sponsor: Town of Manlius (John Deer, Supervisor)		Telephone: E-Mail:	
Address: 301 Brooklea Drive			
City/PO: Fayetteville		State: NY	Zip Code: 13066
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		_____ +/-0.5 acres	
b. Total acreage to be physically disturbed?		_____ +/-0.5 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ +/-0.5 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban)			
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat (Refer to Part 3 EAF Narrative Attachment for details)	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☐	☐
	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ Project involves replacement of an existing stormwater structure.	NO	YES
	☒	☐
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Town of Manlius (John Deer)</u> Date: _____ Signature: _____ Title: <u>Town Supervisor</u>		



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:		
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See EAF Part 3 Narrative Attachment.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of Manlius Town Board Name of Lead Agency	Date
John Deer Print or Type Name of Responsible Officer in Lead Agency	Town Supervisor Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

EAF Part 3 Narrative Attachment

Town of Manlius

Muirfield Drive Stormwater Improvement Project

The Town of Manlius (the "Town") proposes the Muirfield Drive Stormwater Improvement Project, which will involve removal and replacement of the deteriorating concrete stormwater vault at the cul-de-sac on Muirfield Drive with a new stormwater basin and forebay.

The Manlius Town Board (the "Board") thoroughly analyzed the proposed Muirfield Drive Stormwater Improvement Project (the "Project") and its environmental setting, utilizing the criteria specified in 6 NYCRR § 617.7. The Town Board examined Part 1 of the Short Environmental Assessment Form ("EAF") prepared for the Project and retained environmental professionals to review available information regarding potential impacts from the Project.

The Board has considered the impacts of short-term construction activities, as well as the long-term operation of the project in preparing its determination of significance for the proposed action. In order to assess whether the potential impacts identified in the Part 1 EAF may have a significant adverse impact on the environment, the impacts reasonably expected to result from the proposed action were compared against the criteria for determining significance provided in 6 NYCRR 617.7.

Based on this analysis, the Town has not identified any large, significant adverse impacts on the environment as a result of the proposed action. Instead, the potential impacts identified using Part 2 of the EAF were found to be small in importance, particularly in consideration of their magnitude, geographic scope, irreversibility, duration, number of people affected, and probability. The Board therefore issues a Negative Declaration for the project.

The following is provided to document the reasoning and findings of the Board with regard to the significance of potential environmental impacts, including the conclusion that no potentially significant adverse environmental impacts have been found.

The information below is provided to document issues where small impacts have been identified for the proposed action.

Impact on Species

The NYSDEC Environmental Assessment Form (EAF) Mapper flagged the Northern Long-Eared Bat (NLEB), (state- and federally-listed endangered species) as potentially being located in or within proximity to the project area. The U.S. Fish and Wildlife Service's (USFWS) IPaC database also flagged the NLEB as a potential species of concern. A USFWS determination key was generated, indicating the project is anticipated to have "No Effect" on the NLEB. Additionally, the USFWS IPaC database flagged the Indiana Bat (endangered), Tricolored Bat (proposed endangered), Eastern Massasauga rattlesnake (threatened), and Monarch Butterfly (proposed threatened) as being potentially located

on or within proximity to the project site. An additional determination key was generated for the Indiana Bat and the Tricolored Bat, which indicated that the proposed project would have "No Effect" on either species. Additionally, the project is not expected to have an effect on the Eastern Massasauga (rattlesnake), as the project site consists of a small area of land within a well-developed residential neighborhood, which would not be suitable habitat for the rattlesnake. Lastly, the Monarch Butterfly is not currently endangered or threatened at the federal or state level and therefore is not currently protected by regulation. As such, no significant adverse impacts have been identified for threatened or endangered species as a result of the proposed project.

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND EAST SYRACUSE-MINOA CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2025-2026 (A. KELLOGG)

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the EAST SYRACUSE-MINOA CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor - The POLICE DEPARTMENT employee assigned to supervise SIRO's activities.

School Liaison - The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds - The school grounds shall consist of all buildings and grounds under the jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

SIRO OFFICER KELLOGG

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies.
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science.
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty, and administration of the SCHOOL DISTRICT.
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools.
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hour notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event a SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day.
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER KELLOGG at a per diem rate of \$861.57 for the calendar year of 2025 and a per diem rate of \$939.54 for the calendar year of 2026 for the 2025-2026 school year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER KELLOGG.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. The SIRO has the equal right of first refusal (with the SPOs assigned to the district) on overtime earning opportunities. In such instances of overtime, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER KELLOGG shall be billed at a rate of \$94.63 per hour for the calendar year of 2025 and \$104.70 per hour for the calendar year of 2026 for the 2025-2026 school year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8)

hours unless this schedule is modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court and/or criminal cases arising from and/or out of their employment as a SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays, and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave, or report to a supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be a SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience.
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations.
- 4.3 Shall be capable of conducting in-depth criminal investigations.
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student.

- 5.3 To answer questions and conduct classroom presentations for students in law-related fields.
- 5.4 To perform such other duties as the parties may agree from time to time.
- 5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principal's designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by a SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations, and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued Class A or Class B uniform while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials

may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety: the need for the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State, or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2025, and ending on June 30, 2026. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend, and hold the POLICE DEPARTMENT

harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

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

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

16.0 Data Breach

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

- (a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District is subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 111. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE-MINOA CENTRAL SCHOOL DISTRICT

By: _____
Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
John Deer, Town Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Jason Cassalia, Chief of Police

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2022 and expiring on June 30, 2023 (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in PDF format and/or destroyed by the Town as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the School District in the Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Town by the School District will be stored in the Office of the Records Management Officer. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the East Syracuse-Minoa School District (hereinafter “School District”) and Town of Manlius (hereinafter “Contractor”) entered into an agreement dated May 8, 2024 (hereinafter “Agreement”) which applies to and is incorporated into this Data Security and Privacy Plan (hereinafter “Services”).

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):
 - a. Utilizing a password protected, VPN with industry standard encryption.
2. Contractor has in place the following administrative, operational, and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:
 - a. Mandatory 90-day password reset for each user. VPN with industry standard encryption. Industry standard firewall in place and updated as needed. Active directory auditing to monitor for potential breaches.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
 - d. student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
- 4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

The Town of Manlius Police Department will provide training to the Officers on industry standard computer security protocols in order to prevent unauthorized access.

2. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

R Contractor shall utilize subcontractors. Contractor shall manage their relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

See attached.

3. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

4. Termination of Agreement.

Within ____days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

Within_ days of termination of the Agreement. Contractor shall

☐ Return all data to the School District using OR

R Transition all data to a successor contractor designated by the School District in writing using see attached.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____

CONTRACTOR:

By:

Title:

5 Subcontractors

Before a sub-contractor is brought in to support the efforts of the Town of Manlius Police Department in its role of providing services to the FM Schools, background checks will be conducted for each individual prior to authorizing their access to the Town of Manlius Police Department network and resources to school facilities, IT resources or PII

7 Termination of Agreement

The Town of Manlius Police Department does not retain any data that is outside of a police report. SIROs/SPOs may access the data but it is "view only" and not retained by the department. Data may be used in a police report. The destruction of police reports is governed by the NYS Archives Retention and Disposition Schedule

**AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT AND
FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
SIRO PROGRAM 2025-2026 (M. GROGAN)**

THIS AGREEMENT is made this ____ day of _____, 2025 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor - The POLICE DEPARTMENT employee assigned to supervise SIRO's activities.

School Liaison - The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds - The school grounds shall consist of all buildings and grounds under the jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

SIRO OFFICER GROGAN

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies.
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science.
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty, and administration of the SCHOOL DISTRICT.
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools.
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hour notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event a SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day.
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER GROGAN at a per diem rate of \$833.57 for the calendar year of 2025 and a per diem rate of \$909.31 for the calendar year of 2026 for the 2025-2026 school year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER GROGAN.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. The SIRO has the equal right of first refusal (with the SPOs assigned to the district) on overtime earning opportunities. In such instances of overtime, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER GROGAN shall be billed at a rate of \$91.94 per hour for the calendar year of 2025 and \$101.73 for the calendar year of 2026 for the 2025-2026 school year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8)

hours unless this schedule is modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court and/or criminal cases arising from and/or out of their employment as a SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays, and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave, or report to a supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be a SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience.
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations.
- 4.3 Shall be capable of conducting in-depth criminal investigations.
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student.

- 5.3 To answer questions and conduct classroom presentations for students in law-related fields.
- 5.4 To perform such other duties as the parties may agree from time to time.
- 5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principal's designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by a SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations, and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued Class A or Class B uniform while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials

may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety: the need for the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State, or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2025, and ending on June 30, 2026. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
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It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

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- (a) The Town will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- (b) The Town will comply with the School District Data Security and Privacy Policy, Education Law§ 2-d, and 8 NYCRR §121.
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- (d) The Town will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- (e) The Town will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- (f) The Town will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.
- (g) The Town will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- (h) The Town will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
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16.0 Data Breach

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

- (a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- (b) The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."
- (c) Where a breach or unauthorized release of Confidential Data is attributed to Contractor, and/or a subcontractor or affiliate of the Town, The Town shall pay for or promptly reimburse the School District for the cost of notification to parents and eligible students of the breach.
- (d) The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
 - i. The name and contact information of the reporting School District is subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 111. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - vi. Information about what the agency has done to protect individuals whose information has been breached.
 - vii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

(e) The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

FAYETTEVILLE MANLIUS CENTRAL SCHOOL DISTRICT

By: _____
Dr. Craig Tice, Superintendent of Schools

TOWN OF MANLIUS

By: _____
John Deer, Town Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Jason Cassalia, Chief of Police

Addendum A

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2022 and expiring on June 30, 2023 (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in PDF format and/or destroyed by the Town as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the School District in the Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Town by the School District will be stored in the Office of the Records Management Officer. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

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

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):
 - a. Utilizing a password protected, VPN with industry standard encryption.
2. Contractor has in place the following administrative, operational, and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:
 - a. Mandatory 90-day password reset for each user. VPN with industry standard encryption. Industry standard firewall in place and updated as needed. Active directory auditing to monitor for potential breaches.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
 - d. student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
- 4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

The Town of Manlius Police Department will provide training to the Officers on industry standard computer security protocols in order to prevent unauthorized access.

2. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

R Contractor shall utilize subcontractors. Contractor shall manage their relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

See attached.

- 3. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

4. Termination of Agreement.

Within ____days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

Within_ days of termination of the Agreement. Contractor shall

☐ Return all data to the School District using OR

R Transition all data to a successor contractor designated by the School District in writing using see attached.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____

CONTRACTOR:

By:

Title:

5 Subcontractors

Before a sub-contractor is brought in to support the efforts of the Town of Manlius Police Department in its role of providing services to the FM Schools, background checks will be conducted for each individual prior to authorizing their access to the Town of Manlius Police Department network and resources to school facilities, IT resources or PII

7 Termination of Agreement

The Town of Manlius Police Department does not retain any data that is outside of a police report. SIROs/SPOs may access the data but it is "view only" and not retained by the department. Data may be used in a police report. The destruction of police reports is governed by the NYS Archives Retention and Disposition Schedule

AGREEMENT BETWEEN THE TOWN OF MANLIUS POLICE DEPARTMENT AND FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT SIRO PROGRAM 2025-2026 (D. GOLDEN)

THIS AGREEMENT is made this ____ day of ____, 2025 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor - The POLICE DEPARTMENT employee assigned to supervise SIRO's activities.

School Liaison - The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds - The school grounds shall consist of all buildings and grounds under the jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.

SIRO OFFICER GOLDEN

- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies.
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science.
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty, and administration of the SCHOOL DISTRICT.
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools.
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a particular SIRO and shall provide the POLICE DEPARTMENT with 24 hour notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event a SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day.
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of an independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for 186 days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of SIRO OFFICER GOLDEN at a per diem rate of \$838.51 for the calendar year of 2025 and a per diem rate of \$914.73 for the calendar year of 2026 for the 2025-2026 school year. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of SIRO OFFICER GOLDEN.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. The SIRO has the equal right of first refusal (with the SPOs assigned to the district) on overtime earning opportunities. In such instances of overtime, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime for SIRO OFFICER GOLDEN shall be billed at a rate of \$93.29 per hour for calendar year of 2025 and \$103.20 per hour for the calendar year of 2026 for the 2025-2026 school year.
- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8)

hours unless this schedule is modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.

- 3.5 It is understood and agreed that time spent by the SIRO attending court and/or criminal cases arising from and/or out of their employment as a SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays, and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave, or report to a supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be a SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience.
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations.
- 4.3 Shall be capable of conducting in-depth criminal investigations.
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the school district administration.
- 5.2 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student.

- 5.3 To answer questions and conduct classroom presentations for students in law-related fields.
- 5.4 To perform such other duties as the parties may agree from time to time.
- 5.5 The SIRO shall not detain or question students regarding their immigration status.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principal's designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by a SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations, and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued Class A or Class B uniform while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.
- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC): Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials

may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety: the need for the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State, or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2025, and ending on June 30, 2026. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend, and hold the POLICE DEPARTMENT

harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as described in this Agreement. POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

15.0 Protection of Confidential Data

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

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

16.0 Data Breach

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

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

By: _____
Dr. Craig Tice, Superintendent of Schools

TOWN OF MANLIUS

By: _____
John Deer, Town Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Jason Cassalia, Chief of Police

Addendum A

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

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

Addendum B

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by Town of Manlius and the Town of Manlius Police Department (referred to jointly as the "Town") are limited to the purposes authorized in the contract between the Town and the Fayetteville-Manlius Central School District (the "School District") commencing on July 1, 2022 and expiring on June 30, 2023 (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Town will ensure that any subcontractors, or other authorized persons or entities to whom the Town will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in PDF format and/or destroyed by the Town as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Town's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by the School District in the Town's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Town by the School District will be stored in the Office of the Records Management Officer. The measures that Town takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Town will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

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

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

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):
 - a. Utilizing a password protected, VPN with industry standard encryption.
2. Contractor has in place the following administrative, operational, and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:
 - a. Mandatory 90-day password reset for each user. VPN with industry standard encryption. Industry standard firewall in place and updated as needed. Active directory auditing to monitor for potential breaches.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
 - d. student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.
- 4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

The Town of Manlius Police Department will provide training to the Officers on industry standard computer security protocols in order to prevent unauthorized access.

2. Subcontractors (check one):

☐ Contractor shall not utilize sub-contractors.

R Contractor shall utilize subcontractors. Contractor shall manage their relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

See attached.

- 3. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

4. Termination of Agreement.

Within ____days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

Within_ days of termination of the Agreement. Contractor shall

☐ Return all data to the School District using OR

R Transition all data to a successor contractor designated by the School District in writing using see attached.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of _____

CONTRACTOR:

By:

Title:

5 Subcontractors

Before a sub-contractor is brought in to support the efforts of the Town of Manlius Police Department in its role of providing services to the FM Schools, background checks will be conducted for each individual prior to authorizing their access to the Town of Manlius Police Department network and resources to school facilities, IT resources or PII

7 Termination of Agreement

The Town of Manlius Police Department does not retain any data that is outside of a police report. SIROs/SPOs may access the data but it is "view only" and not retained by the department. Data may be used in a police report. The destruction of police reports is governed by the NYS Archives Retention and Disposition Schedule

**Special Patrol Officer Agreement Between the
Town of Manlius and the Fayetteville-Manlius Central School District
(Town of Manlius Police Department Special Patrol Officer (SPO) Assigned to Eagle Hill Middle)**

This Special Patrol Officer Agreement (the "Agreement") is made as of the ____ day of ____, 2025, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town"); and the Fayetteville-Manlius School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 8199 East Seneca Turnpike Manlius, New York 13104 (the "School District"). The Town of Manlius Police Department ("Manlius Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

1.1 This Agreement is for the academic school years of 2025-26 and begins on September 1, 2025 and expires on June 30, 2026, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

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

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

- 2.3** The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar. The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.
- 2.4** The Town agrees that the SPO Services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

3.0 SPO Program Objectives

The objectives of the SPO program are to:

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

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;

4.1.1 Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);

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

5.0 HIRING AND IMPLEMENTATION OF THE SPO

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

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

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

5.4 In the event the SPO is absent from work, the SPO shall notify a Police Supervisor and the School District clerk prior to the SPO's scheduled arrival time.

6.0 Fingerprints and Criminal Clearance

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

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

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

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

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

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

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

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

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

9.0 INFORMATION SHARING

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

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

10.0 INFORMATION SHARING BY THE TOWN

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

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

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

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

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

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

12.0 SUPERVISORY AUTHORITY

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

13.0 PROGRAM EVALUATION

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

14.0 CONTRACT FEES AND ADDITIONAL COSTS

14.1 The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

14.2 SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Forty-two dollars **(\$42.00)** per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.

To be compensated, a SPO must "clock-in" utilizing the department's payroll software from a computer or portable electronic device, which is necessary for accounting, administrative, and billing purposes and must be strictly adhered to in the following manner:

a. When scheduled, a SPO may only clock-in when they are physically present at their assigned school or when assigned to an off-site detail authorized by a supervisor or the appropriate school administrator.

b. If a SPO neglects to clock-in or out, has been assigned to an off-site detail, or any circumstances exist where manual adjustments need be made, the SPO should contact their supervisor, explain the circumstances, and request the appropriate adjustments.

c. If a SPO is required to work overtime due to an active event they are on they will need to add a note in the software stating the reason for the overtime and who approved it.

d. If a SPO is requested for a preplanned event they have been approved to work, they need to let their supervisor know they are working the event and ensure they make a note in the payroll software indicating the event worked and who approved it from the school.

14.3 SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

- 14.4** The SPO's regular duty hours shall be 7:45 a.m. until 3:45 p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.5** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.6** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced three times per year – in January for services rendered from September through December, in April for services rendered from January through March and in July for services rendered from April through June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.7** The School District further agrees to reimburse the Town for up to **\$13,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.8** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from time to time during this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.9** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.
- 14.10** Motor vehicles. The Police Department may provide a vehicle for the SPO. Newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

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

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

16.0 TERMINATION OF THE AGREEMENT

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

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2026.

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

18.0 RECIPROCAL INDEMNIFICATION

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

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

19.0 CONTROLLING LAW AND VENUE

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

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

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

22.0 INTERPRETATION

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

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA.

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

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

25.0 DATA BREACH

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

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

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

26.0 ADDENDUM

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

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

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

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

27.0 WAIVER

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

28.0 MUTUAL COVENANTS

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

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

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

For the Town of Manlius:

For the Fayetteville - Manlius School District:

Date

Date

**Special Patrol Officer Agreement Between the
Town of Manlius and the Fayetteville-Manlius Central School District
(Town of Manlius Police Department Special Patrol Officer (SPO) Assigned to Fayetteville Elementary)**

This Special Patrol Officer Agreement (the "Agreement") is made as of the ____ day of _____, 2025, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town"); and the Fayetteville-Manlius School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 8199 East Seneca Turnpike Manlius, New York 13104 (the "School District"). The Town of Manlius Police Department ("Manlius Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

1.1 This Agreement is for the academic school years of 2025-26 and begins on September 1, 2025 and expires on June 30, 2026, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

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

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

2.3 The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar. The SPO worksite shall include the SPOs assigned School, as

well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.

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

3.0 SPO Program Objectives

The objectives of the SPO program are to:

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

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1** Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);
 - 4.1.2** If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise

impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of, proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so
- 5.4** In the event the SPO is absent from work, the SPO shall notify a Police Supervisor and the School District clerk prior to the SPO's scheduled arrival time.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.
- 6.2** The Town shall be responsible for all costs associated with the required fingerprinting and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1** In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.
- 7.2** The Town – through the Manlius Police Department – may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3** The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

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

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

9.0 INFORMATION SHARING

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

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

10.0 INFORMATION SHARING BY THE TOWN

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

- 10.1.1** Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and

10.1.3 Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

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

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;
- 11.4** Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5** Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.;
- 11.6** Present educational programs to School employees, parents and School Board Members;
- 11.7** Build community relationships by serving a liaison between the Town (which includes the Manlius Police Department) and the School District;
- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15** Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16** The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;

- 11.17** The SPO shall not detain or question students regarding their immigration status;
- 11.18** In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

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

13.0 PROGRAM EVALUATION

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

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1** The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

- 14.2** SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Forty-two dollars (**\$42.00**) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.

To be compensated, a SPO must "clock-in" utilizing the department's payroll software from a computer or portable electronic device, which is necessary for accounting, administrative, and billing purposes and must be strictly adhered to in the following manner:

- a. When scheduled, a SPO may only clock-in when they are physically present at their assigned school or when assigned to an off-site detail authorized by a supervisor or the appropriate school administrator.
- b. If a SPO neglects to clock-in or out, has been assigned to an off-site detail, or any circumstances exist where manual adjustments need be made, the SPO should contact their supervisor, explain the circumstances, and request the appropriate adjustments.
- c. If a SPO is required to work overtime due to an active event they are on they will need to add a note in the software stating the reason for the overtime and who approved it.
- d. If a SPO is requested for a preplanned event they have been approved to work, they need to let their supervisor know they are working the event and ensure they make a note in the payroll software indicating the event worked and who approved it from the school.

- 14.3** SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential

for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

- 14.4** The SPO's regular duty hours shall be 7:45 a.m. until 3:45 p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.5** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.6** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced three times per year – in January for services rendered from September through December, in April for services rendered from January through March and in July for services rendered from April through June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.7** The School District further agrees to reimburse the Town for up to **\$13,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.8** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from time to time during this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.9** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.
- 14.10** Motor vehicles. The Police Department may provide a vehicle for the SPO. Newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2** The Town's employees, consultants, or agents shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the

School District, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, Disability benefits, New York State Retirement membership or credit, etc.

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

16.0 TERMINATION OF THE AGREEMENT

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

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2026.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

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

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

19.0 CONTROLLING LAW AND VENUE

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

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

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

22.0 INTERPRETATION

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

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA.

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

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

25.0 DATA BREACH

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

- 25.1** The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

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

26.0 ADDENDUM

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

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

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

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

27.0 WAIVER

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

28.0 MUTUAL COVENANTS

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

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

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

For the Town of Manlius:

For the Fayetteville - Manlius School District:

Date

Date

**Special Patrol Officer Agreement Between the
Town of Manlius and the Fayetteville-Manlius Central School District
(Town of Manlius Police Department Special Patrol Officer (SPO) Assigned to Wellwood Middle)**

This Special Patrol Officer Agreement (the "Agreement") is made as of the ____ day of _____, 2025, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town"); and the Fayetteville-Manlius School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 8199 East Seneca Turnpike Manlius, New York 13104 (the "School District"). The Town of Manlius Police Department ("Manlius Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

1.1 This Agreement is for the academic school years of 2025-26 and begins on September 1, 2025 and expires on June 30, 2026, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

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

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

2.3 The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar. The SPO worksite shall include the SPOs assigned School, as

well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.

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

3.0 SPO Program Objectives

The objectives of the SPO program are to:

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

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1** Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);
 - 4.1.2** If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise

impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of, proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so
- 5.4** In the event the SPO is absent from work, the SPO shall notify a Police Supervisor and the School District clerk prior to the SPO's scheduled arrival time.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.
- 6.2** The Town shall be responsible for all costs associated with the required fingerprinting and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1** In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.
- 7.2** The Town – through the Manlius Police Department – may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3** The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

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

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

9.0 INFORMATION SHARING

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

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

10.0 INFORMATION SHARING BY THE TOWN

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

- 10.1.1** Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and

10.1.3 Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

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

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;
- 11.4** Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5** Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.;
- 11.6** Present educational programs to School employees, parents and School Board Members;
- 11.7** Build community relationships by serving a liaison between the Town (which includes the Manlius Police Department) and the School District;
- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15** Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16** The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;

- 11.17** The SPO shall not detain or question students regarding their immigration status;
- 11.18** In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

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

13.0 PROGRAM EVALUATION

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

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1** The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

- 14.2** SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Forty-two dollars (**\$42.00**) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.

To be compensated, a SPO must "clock-in" utilizing the department's payroll software from a computer or portable electronic device, which is necessary for accounting, administrative, and billing purposes and must be strictly adhered to in the following manner:

- a. When scheduled, a SPO may only clock-in when they are physically present at their assigned school or when assigned to an off-site detail authorized by a supervisor or the appropriate school administrator.
- b. If a SPO neglects to clock-in or out, has been assigned to an off-site detail, or any circumstances exist where manual adjustments need be made, the SPO should contact their supervisor, explain the circumstances, and request the appropriate adjustments.
- c. If a SPO is required to work overtime due to an active event they are on they will need to add a note in the software stating the reason for the overtime and who approved it.
- d. If a SPO is requested for a preplanned event they have been approved to work, they need to let their supervisor know they are working the event and ensure they make a note in the payroll software indicating the event worked and who approved it from the school.

- 14.3** SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential

for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

- 14.4** The SPO's regular duty hours shall be 7:45 a.m. until 3:45 p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.5** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.6** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced three times per year – in January for services rendered from September through December, in April for services rendered from January through March and in July for services rendered from April through June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.7** The School District further agrees to reimburse the Town for up to **\$13,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.8** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from time to time during this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.9** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.
- 14.10** Motor vehicles. The Police Department may provide a vehicle for the SPO. Newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2** The Town's employees, consultants, or agents shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the

School District, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, Disability benefits, New York State Retirement membership or credit, etc.

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

16.0 TERMINATION OF THE AGREEMENT

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

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2026.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

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

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

19.0 CONTROLLING LAW AND VENUE

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

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

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

22.0 INTERPRETATION

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

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA.

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

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

25.0 DATA BREACH

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

- 25.1** The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

- 25.3** Where a breach or unauthorized release of Confidential Data is attributed to The Town, and/or a subcontractor or affiliate of The Town, The Town shall pay for or promptly reimburse the School District for the reasonable cost of notification to parents and eligible students of the breach.
- 25.4** The Town shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- 25.4.1** The name and contact information of the reporting School District subject to this section.
- 25.4.2** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
- 25.4.3** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- 25.4.4** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- 25.4.5** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
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- 25.5** The Town further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Protected Data or any portion thereof, and agrees to provide Client, upon request, with a copy of said written incident response plan

26.0 ADDENDUM

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

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

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

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

27.0 WAIVER

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

28.0 MUTUAL COVENANTS

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

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

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

For the Town of Manlius:

For the Fayetteville - Manlius School District:

Date

Date

**Special Patrol Officer Agreement Between the
Town of Manlius and the Fayetteville-Manlius Central School District
(Town of Manlius Police Department Special Patrol Officer (SPO) Assigned to Mott Road Elementary)**

This Special Patrol Officer Agreement (the "Agreement") is made as of the ____ day of _____, 2025, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the "Town"); and the Fayetteville-Manlius School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 8199 East Seneca Turnpike Manlius, New York 13104 (the "School District"). The Town of Manlius Police Department ("Manlius Police Department") is a specific department within the Town's government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 TERM OF AGREEMENT

1.1 This Agreement is for the academic school years of 2025-26 and begins on September 1, 2025 and expires on June 30, 2026, without notice, unless terminated earlier as provided in this Agreement (the "Term").

2.0 General Terms and Conditions

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

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

- 2.3** The SPO assignment is intended to be a daytime assignment to be performed Monday through Friday, eight (8) hours per day concurrent with the school day and the School District's academic calendar. The SPO worksite shall include the SPOs assigned School, as well as any other associated buildings and grounds on the assigned school premise. Occasionally, the SPOs may be temporarily assigned to other schools within the School District on an as-needed basis.
- 2.4** The Town agrees that the SPO Services rendered under this Agreement will be in compliance with applicable federal, state, or local laws, rules and regulations pertaining to the Town's provision of services under an inter-municipal agreement pursuant to GML Article 5-G.

3.0 SPO Program Objectives

The objectives of the SPO program are to:

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

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;

4.1.1 Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);

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

5.0 HIRING AND IMPLEMENTATION OF THE SPO

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

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

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

5.4 In the event the SPO is absent from work, the SPO shall notify a Police Supervisor and the School District clerk prior to the SPO's scheduled arrival time.

6.0 Fingerprints and Criminal Clearance

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

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

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

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

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

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

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

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

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

9.0 INFORMATION SHARING

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

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

10.0 INFORMATION SHARING BY THE TOWN

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

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

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

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

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

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

12.0 SUPERVISORY AUTHORITY

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

13.0 PROGRAM EVALUATION

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

14.0 CONTRACT FEES AND ADDITIONAL COSTS

14.1 The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

14.2 SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Forty-two dollars **(\$42.00)** per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.

To be compensated, a SPO must "clock-in" utilizing the department's payroll software from a computer or portable electronic device, which is necessary for accounting, administrative, and billing purposes and must be strictly adhered to in the following manner:

a. When scheduled, a SPO may only clock-in when they are physically present at their assigned school or when assigned to an off-site detail authorized by a supervisor or the appropriate school administrator.

b. If a SPO neglects to clock-in or out, has been assigned to an off-site detail, or any circumstances exist where manual adjustments need be made, the SPO should contact their supervisor, explain the circumstances, and request the appropriate adjustments.

c. If a SPO is required to work overtime due to an active event they are on they will need to add a note in the software stating the reason for the overtime and who approved it.

d. If a SPO is requested for a preplanned event they have been approved to work, they need to let their supervisor know they are working the event and ensure they make a note in the payroll software indicating the event worked and who approved it from the school.

14.3 SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

- 14.4** The SPO's regular duty hours shall be 7:45 a.m. until 3:45 p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.5** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.6** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced three times per year – in January for services rendered from September through December, in April for services rendered from January through March and in July for services rendered from April through June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.7** The School District further agrees to reimburse the Town for up to **\$13,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.8** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from time to time during this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.9** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.
- 14.10** Motor vehicles. The Police Department may provide a vehicle for the SPO. Newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

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

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

16.0 TERMINATION OF THE AGREEMENT

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

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2026.

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

18.0 RECIPROCAL INDEMNIFICATION

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

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

19.0 CONTROLLING LAW AND VENUE

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

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

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

22.0 INTERPRETATION

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

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA.

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

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

25.0 DATA BREACH

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

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

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

26.0 ADDENDUM

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

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

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

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

27.0 WAIVER

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

28.0 MUTUAL COVENANTS

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

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

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

For the Town of Manlius:

For the Fayetteville - Manlius School District:

Date

Date

**Special Patrol Officer Agreement Between the
Town of Manlius and the East Syracuse Minoa Central School District**

This Special Patrol Officer Agreement (the “Agreement”) is made as of the ____ day of _____, 2025, by and between the Town of Manlius, a municipal corporation situated in the County of Onondaga, State of New York, whose principal address is 301 Brooklea Drive, Fayetteville, New York 13066 (the “Town”); and the East Syracuse Minoa Central School District of the County of Onondaga and State of New York, a municipal corporation whose principal address is, 407 Fremont Road, East Syracuse, New York 13057 (the “School District”). The Town of Manlius Police Department (“Manlius Police Department”) is a specific department within the Town’s government structure and does not constitute a separate entity or party to the Agreement. However, the Manlius Police Department will have primary responsibility for carrying out the duties and obligations set forth in this Agreement on behalf of the Town.

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- 3.5** Build lines of communication and promote positive attitudes between students and the Manlius Police Department;
- 3.6** Provide a counseling resource to students who may be experiencing a variety of school, family, or social problems;
- 3.7** Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.);
- 3.8** Provide a positive role model for students; and
- 3.9** Provide education in law enforcement, as requested and appropriate.

4.0 Qualifications for SPO

The SPO shall:

- 4.1** Be, and remain at all times, properly licensed and/or credentialed as a Peace Officer in accordance with applicable law;
 - 4.1.1** Upon request, the Town shall provide the School District with copies of any assigned SPO's license(s) and/or credentials(s);
 - 4.1.2** If, at any time during the Agreement, the license and/or required credentials of an SPO providing SPO services are revoked, terminated, suspended or otherwise

impaired, the Town shall remove the individual from performing SPO services under this Agreement, and shall promptly notify the School District.

5.0 HIRING AND IMPLEMENTATION OF THE SPO

- 5.1** The School District reserves the right to participate in the Town's hiring and interview process for any individual proposed to perform SPO Services at the School.
- 5.2** The School District also reserves the right to reject any individual assigned by the Town to perform SPO Services at the Schools for failure to properly perform the SPO services or to request a cancellation of any component of the SPO Services which the School District reasonably believes is inappropriate or inapplicable. However, no such action by the School District shall result in a reduction in the agreed upon the Contract Fees and Expenses set forth in the Agreement, nor require and SPO to conduct himself or herself in a manner contrary to, or in violation of, proper Peace Officer policies, protocols and procedures.
- 5.3** The Town shall notify the School District in writing within one (1) school day of the termination of the services of the SPO assigned to the School District. The parties shall meet and confer within two (2) school days of such notice to discuss the replacement of the SPO. The School District may refuse the services of a particular replacement SPO for reasonable cause and shall provide the Town with one (1) school days' notice of its intent to do so
- 5.4** In the event the SPO is absent from work, the SPO shall notify a Police Supervisor and the School District clerk prior to the SPO's scheduled arrival time.

6.0 Fingerprints and Criminal Clearance

- 6.1** To the extent necessary to obtain clearance, the Town shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs.
- 6.2** The Town shall be responsible for all costs associated with the required fingerprinting and criminal background checks and clearance for SPOs under the Agreement.

7.0 SPECIFIC RESPONSIBILITIES OF THE TOWN OF MANLIUS POLICE DEPARTMENT

- 7.1** In addition to any other responsibilities of the Town set forth in this Agreement, the Town and the Manlius Police Department will cooperate with the School District to implement the SPO Program in the Schools with the least possible disruption to the educational process.
- 7.2** The Town – through the Manlius Police Department – may enlist the assistance of other law enforcement agencies with appropriate jurisdiction as circumstances warrant, under the Agreement.
- 7.3** The Town will be responsible for submitting requests for retirement waivers pursuant to Section 212(3) of the New York State Retirement and Social Security Law, as applicable. However, the Town is not responsible for the outcome of any such waiver request, nor can the Town guarantee that any such waiver request will be approved by New York State.

8.0 SPECIFIC RESPONSIBILITIES OF THE SCHOOL DISTRICT

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

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

9.0 INFORMATION SHARING

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

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

10.0 INFORMATION SHARING BY THE TOWN

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

- 10.1.1** Any necessary interventions/referrals to service providers arising from incidents/reports received on school property, e.g., suicide prevention, drug or alcohol abuse, reports of sexual abuse.
- 10.1.2** Any information pertinent to school safety and/or safety of individuals on School property; and

10.1.3 Any training or educational opportunities for an SPO or School District representatives relative to school safety.

11.0 SPECIFIC DUTIES OF SPECIAL PATROL OFFICERS (SPOs)

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

- 11.1** Patrol and observe all areas of the assigned School(s) and corresponding grounds;
- 11.2** Be visible and available to the students, faculty, and administration;
- 11.3** Keep the peace and help maintain a safe and orderly school community;
- 11.4** Develop and maintain a positive and open relationship with students, faculty and parents;
- 11.5** Present educational programs to students on various topics, including conflict resolution, restorative justice, crime awareness, anger management, etc.;
- 11.6** Present educational programs to School employees, parents and School Board Members;
- 11.7** Build community relationships by serving a liaison between the Town (which includes the Manlius Police Department) and the School District;
- 11.8** Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- 11.9** Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- 11.10** Develop or expand crime prevention efforts for students;
- 11.11** Educate potential school-age victims in crime prevention and safety;
- 11.12** Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- 11.13** Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- 11.14** Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any suspected or actual criminal activity that might otherwise be investigated by a local police agency; and
- 11.15** Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.);
- 11.16** The SPO shall not be responsible for, or have authority to, enforce School rules. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action;

- 11.17** The SPO shall not detain or question students regarding their immigration status;
- 11.18** In fulfilling his/her duties the SPO shall not discriminate on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- 11.19** The SPO shall comply with all Federal, State and local laws as well as school District policies.

12.0 SUPERVISORY AUTHORITY

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

13.0 PROGRAM EVALUATION

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

14.0 CONTRACT FEES AND ADDITIONAL COSTS

- 14.1** The School District agrees to pay the Town for Contract Fees and Costs associated with the placement of SPOs in the School District as set forth herein.

- 14.2** SPOs will be assigned to the School District for a period of approximately one hundred eighty six (186) days per academic year for a minimum of eight (8) hours each day, at a rate of pay of Forty-two dollars (**\$42.00**) per hour plus reimbursement to the Town for the Town's expenses and contributions for FICA, Medicare, Workers' Compensation, if any, and other mandated employer payments or contributions made on behalf of these employees.

To be compensated, a SPO must "clock-in" utilizing the department's payroll software from a computer or portable electronic device, which is necessary for accounting, administrative, and billing purposes and must be strictly adhered to in the following manner:

- a. When scheduled, a SPO may only clock-in when they are physically present at their assigned school or when assigned to an off-site detail authorized by a supervisor or the appropriate school administrator.
- b. If a SPO neglects to clock-in or out, has been assigned to an off-site detail, or any circumstances exist where manual adjustments need be made, the SPO should contact their supervisor, explain the circumstances, and request the appropriate adjustments.
- c. If a SPO is required to work overtime due to an active event they are on they will need to add a note in the software stating the reason for the overtime and who approved it.
- d. If a SPO is requested for a preplanned event they have been approved to work, they need to let their supervisor know they are working the event and ensure they make a note in the payroll software indicating the event worked and who approved it from the school.

- 14.3** SPO's shall only work school related functions and events. SPO's will not routinely be asked to work beyond their normal schedule; however, if the need exists, and falls within the below listed criteria, they may work overtime and will be compensated accordingly.

For planned/scheduled extracurricular school activities (e.g., sporting events, dances, graduations) where secondary employment requests were traditionally made, and offered to full-time PBA members, the PBA shall offer those jobs to full-time PBA members first, through regular posting. Posting shall be made well in advance to ensure the fair and equitable distribution of secondary employment opportunities. All postings shall include a deadline date/time well prior to the event, to suitably accomplish scheduling needs. Once the deadline date/time has passed, and only if openings still exist, SPO's may be offered those jobs accordingly. In a timely manner, the PBA shall communicate to the secondary employment requester the results of said postings.

School specific events, which were never traditionally offered to full-time PBA members as secondary employment opportunities; to include non-scheduled unforeseen incidents or circumstances where an SPO is needed immediately (e.g., school threats, potential

for harm) may be offered to an SPO at the discretion of the appropriate school official without first posting.

- 14.4** The SPO's regular duty hours shall be 7:45 a.m. until 3:45 p.m. unless this schedule is modified by mutual agreement between the Town and the School District, or the Principal of the building to which the SPO is assigned on a given day.
- 14.5** Additional expenses (e.g., meals, tolls, travel, etc.) may be incurred, for In Service Training (48 hours annual minimum), supplemental schools, seminars or additional services, at the agreed-upon reimbursement and hourly rate, with prior authorization from the School District's Superintendent.
- 14.6** The Manlius Police Department will design appropriate verification forms which will be made available to authorized School District personnel for auditable proof of services performed for the School District. The School District will be invoiced three times per year – in January for services rendered from September through December, in April for services rendered from January through March and in July for services rendered from April through June – for the actual costs incurred by the Town in accordance with this Agreement. The School District agrees to make full payment to the Town within 30 business days from receipt of the invoice.
- 14.7** The School District further agrees to reimburse the Town for up to **\$13,000** per SPO officer, per academic year, to cover the costs for uniforms, equipment and training (Additional Costs). Any applicable reimbursement for the Additional Costs will be invoiced to the School District. The equipment and uniforms purchased in the Agreement shall remain the property of the Town, except as otherwise provided herein.
- 14.8** The parties acknowledge, however, that the cost of living, as well as costs for uniforms, equipment and training may increase from time to time during this Agreement. Accordingly, the parties understand and agree that future rate increases will be mutually agreed upon in writing prior to implementation.
- 14.9** Except as otherwise provided herein, the Town agrees that the Contract Fees and Additional Costs set forth herein are the exclusive fees for all SPO services provided under the Agreement.
- 14.10** Motor vehicles. The Police Department may provide a vehicle for the SPO. Newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section. There will be a yearly fee of \$5,000 for the vehicle, payable to the Town.

15.0 TOWN AS AN INDEPENDENT CONTRACTOR

- 15.1** The Town shall provide SPO Services to the School District as an independent contractor, and any and all SPO Services performed by the Town and its employees or agents under this Agreement shall be performed in such capacity.
- 15.2** The Town's employees, consultants, or agents shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the

School District, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, Disability benefits, New York State Retirement membership or credit, etc.

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

16.0 TERMINATION OF THE AGREEMENT

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

17.0 EXTENSION OR RENEWAL

- 17.1** Negotiations for any contract renewal will begin during the month of May 2026.
- 17.2** The parties will each be responsible for initiating such negotiations. The failure of a party to initiate or to be affirmatively non-receptive to such initiation by the other party shall be deemed treated as a firm intent not to renew the Agreement.

18.0 RECIPROCAL INDEMNIFICATION

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

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

19.0 CONTROLLING LAW AND VENUE

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

20.0 ASSIGNMENT

This Agreement may not be assigned by either party.

21.0 ENTIRE AGREEMENT

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

22.0 INTERPRETATION

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

23.0 INSURANCES

The District agrees to obtain and continue to maintain in full force and effect its general liability insurance, public insurance, and automotive insurance relative to the SPO Services to be performed under the Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

24.0 PROTECTION OF CONFIDENTIAL DATA.

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

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

25.0 DATA BREACH

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

- 25.1** The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential affected; an estimate of the number of records affected; a brief description of the Town's investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
- 25.2** The Town shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

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

26.0 ADDENDUM

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

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

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

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

27.0 WAIVER

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

28.0 MUTUAL COVENANTS

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

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

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

For the Town of Manlius:

For the East Syracuse Minoa School District:

Date

Date

IN THE MATTER	
OF	
SUPPORTING THE NEW YORK STATE ASSEMBLY AND SENATE TO PASS A STRONG PACKAGING REDUCTION & RECYCLING INFRASTRUCTURE ACT	MEMORIALIZING RESOLUTION

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 11th of June, 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
Michael Nesci	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, packaging makes up approximately 40% of the waste in New York state, and;

WHEREAS, managing waste costs New York taxpayers hundreds of millions of dollars annually, and;

WHEREAS, most plastic packaging is not recyclable, and reusable and refillable packaging systems are not widely available, and;

WHEREAS, plastic causes serious pollution, including litter and the use of toxic chemicals, and;

WHEREAS, companies that produce packaging should be responsible for the costs of managing packaging waste, not just taxpayers, and;

WHEREAS, enacting the Packaging Reduction and Recycling Infrastructure Act, pending in the New York Assembly and the New York Senate, would reduce waste, increase recycling rates, create jobs, reduce toxicity in packaging, provide millions of dollars in savings for local governments and taxpayers, and lower greenhouse gas emissions, and;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, urge the New York state legislature to pass and Governor Kathy Hochul to sign into law a strong and effective Packaging Reduction and Recycling Infrastructure Act, Senate Bill 1464/Assembly Bill 1749, and;

FURTHER RESOLVED, that the Town Clerk shall forward copies of this resolution to Governor Kathy Hochul, New York Assembly Speaker Carl Heastie, and New York State Senator Christopher Ryan, and Assemblymember Al Stirpe.

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 11th day of June 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 11th day of June 2025.

DATED: June 11, 2025
Fayetteville, New York

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

2025 Summer Playground Staff

<u>Last</u>	<u>First</u>	<u>Pay 2025</u>	<u>Title</u>
Brumfield	Ki'shon	\$ 17.75	RecAttendant
Buffun	Taylor	\$ 17.50	RecAttendant
Baldwin/Burns	Ryder	\$ 17.50	RecAttendant
Calnon	Jack	\$ 17.25	RecAttendant
Coleman	Kahlil	\$ 17.00	RecAttendant
DeLaney	Taetum	\$ 17.50	RecAttendant
DeLaney	Tyler	\$ 17.50	RecAttendant
Ferguson	Gracelin	\$ 17.50	RecAttendant
Frisbie	Hayden	\$ 17.25	RecAttendant
Giordano	Dominic	\$ 17.25	RecAttendant
Hamilton	Alexis	\$ 17.25	RecAttendant
Healy	Molly	\$ 17.25	RecAttendant
Johnson	Karley	\$ 17.25	RecAttendant
Kawa	Elizabeth	\$ 17.25	RecAttendant
Lalik	Jack	\$ 17.25	RecAttendant
Lok	Julia	\$ 17.00	RecAttendant
Long	Kelly	\$ 4,275.00	RecLeader
Long	Patrick	\$ 23.75	Rec Leader
Marshall	Hannah	\$ 17.00	RecAttendant
Massey	Noah	\$17.00	Rec Attendant
Nash	Anderson	\$ 17.25	RecAttendant
Papa	Madeline	\$ 17.50	RecAttendant
Quarry	Tyler	\$ 17.00	RecAttendant
Rabin	Zachary	\$ 17.50	RecAttendant
Raymond	Jaden	\$ 17.50	RecAttendant
Reith	Lynn	\$ 21.00	Bus Driver
Rich	Margaret	\$ 17.25	RecAttendant

2025 Summer Playground Staff

<u>Last</u>	<u>First</u>	<u>Pay 2025</u>	<u>Title</u>
Richards	Ethan	\$ 17.25	RecAttendant
Robbins	Thomas	\$ 3,450.00	RecLeader
Scheftic	Cassidy	\$ 17.75	RecAttendant
Shambaugh	Abigail	\$ 17.25	Rec Attendant
Shambaugh	MacKenzie	\$ 17.50	RecAttendant
Stagnitta	Sophia	\$ 17.00	RecAttendant
Valenzuela	Natalia	\$17.25	RecAttendant
Weaver	Julie	\$ 17.75	RecAttendant
Weisberg	Addison	\$ 17.25	RecAttendant
Werde	Max	\$ 17.25	RecAttendant
Wood	Madison	\$ 17.25	RecAttendant
Zilinskas	Amber	\$ 19.00	RecLeader
Zingaro	Sydney	\$17.75	RecAttendant
Zullo	Danica	\$ 17.75	RecAttendant
Burke	Conall	\$ 21.25	Lifeguard
Carguello	Claire	\$ 21.25	Lifeguard
Davies	Adaline	\$ 23.75	WSI/Rec Activity Specialist
Davies	Gilbert	\$ 24.00	WSI/Rec Activity Specialist
Davies	Mac	\$ 21.25	Lifeguard
Goodson	Katherine	\$ 21.50	Lifeguard
Hasegawa	Anna	\$ 23.75	WSI/Rec Activity Specialist
Hasegawa	Clara	\$ 23.75	WSI/Rec Activity Specialist
Hayden	Riley	\$ 27.00	WSI/Head Guard/Rec Activity Specialist
Hayden	Saige	\$ 23.50	WSI/Rec Activity Specialist
Law	Mia	\$ 21.75	Lifeguard
Parmley	Katherine	\$ 21.50	Lifeguard
Smith	Kate	\$ 3,245.00	LTS Director/Recreation Leader



TOWN OF MANLIUS BUS LEASE – SUMMER PROGRAM

This agreement between the Fayetteville-Manlius Central School District hereinafter called the "District" and the Town of Manlius Recreation Department, hereafter called "Town", is made pursuant to Section 1502 of the Education Law.

1. The "District" agrees to lease to the "Town" one (1) sixty (60) passenger school bus for the period of June 30 – August 8, 2025, hereinafter the "Lease Period". A second bus may be made available upon mutual agreement, subject to availability.
2. Bus drivers must be an employee of the "District". The "Town" shall have the right to request a replacement driver if there are reasonable safety or performance concerns.
3. The "Town" will pay associated salaries directly to the driver. Rate of pay is determined by the "Town".
4. The "Town" will provide the "District" with a schedule noting destinations and times.
5. The "Town" will pay the district a fee of \$200.00 for the use of one bus under the terms of this agreement plus an additional \$25.00/day if a second bus is required.
6. The "Town" will reimburse the district at a rate of \$2.40 per gallon for fuel and maintenance.
7. The "Town" will furnish the "District" a Certificate of Insurance in such form as the "District" may reasonably require. Such insurance coverage will be in limits not less than that maintained by the "District".
8. The "Town" will be fully responsible for all physical damage to the bus occurring during the Lease Period, unless the damage is caused by the negligence or willful disregard or misconduct of the "District". The "District" agrees to promptly notify the Town of any such incidents.
9. The "Town" agrees to defend, indemnify and hold the "District" harmless, from and against any and all claims, losses, liabilities or expense, including attorney fees and costs arising out of or resulting from the use by the "Town" of the buses leased hereunder, except to the extent caused by the negligence, gross negligence or willful disregard of the "District".
10. Either party may terminate this Agreement with fifteen (15) days' written notice, with or without cause. In such an event, the Town shall be responsible only for costs incurred up to the date of termination.
11. This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendments must be in writing and signed by both parties.

For Fayetteville-Manlius, Supt. Of Schools


Signature

CRAIG TICE
Print Name

Dated: 6-10-25

For the Town of Manlius, Supervisor

Signature

Print Name

Dated: _____

cc: S. Stearns, Transportation Supervisor; S. Conley, District Treasurer



Town of Manlius

Meeting Management System Proposal

Ethan Driedger

edriedger@eScribemeetings.com

519-732-1111

Date: June 2, 2025

Valid Until: June 30, 2025

Situational Analysis

The Town of Manlius is looking to help improve efficiencies around their meeting processes, both internally and for public transparency.

Project Goals

Based on our discussions to date, it is understood that Town of Manlius is seeking a way to improve meeting management to achieve the following project goals:

- Digitally create and manage public meetings for staff, elected officials and public
- Improve staff efficiency with automated workflow and approval processes
- Reduce late items and changes to agenda items after they have been published
- Efficiently create and distribute paperless agendas to meeting attendees
- Improve citizen transparency with livestreaming and digitally inclusive documents

High Level Timeline

The eScribe implementation plan is formulated with consultation between the Customer Project Team and the eScribe Implementation Consultant upon the finalization of the agreement. Below is a sample implementation schedule and may change depending on the modules selected and Customer's timelines.

Here is an overview of what you can expect during the implementation process:

Kick-Off Call (*Week 1*)

- Review current processes
- Identify current challenges
- Review modules in scope
- Identify project goals
- Review onboarding plan
- Introduce core project team
- Schedule weekly project meetings

Set-Up & Configuration (*Week 2-4*)

- Build meeting templates
- User settings & permissions
- In-scope configurations
- Template sign-off

Administrator Training (*Week 5-9*)

- Training through eScribe Academy (LMS)
- Managing user permissions & templates
- Core agenda & minutes training
- Organizational settings
- Regular coaching in project meetings
- Review customer learning & support resources

Go-Live Prep (*Week 10*)

- Review go-live plan & strategy
- Review adoption best practices
- Monitor adoption process
- Ongoing training through eScribe Academy (LMS)
- Regular coaching in project meetings

Post-Launch Review (*Week 11+*)

- Go-live debrief
- Administrator feedback
- End-user feedback
- Plan for module(s) rollout, if applicable
- Set up regular account review cadence

Platform Functionality & Available Modules

Rather than a one-size-fits-all approach, our platform is offered in configurable bundles, or individual modules can be subscribed to as needed. This ensures clients receive the exact capabilities they need—no more, no less—while benefiting from cost-saving options.

eScribe Ultimate Bundle	
All eScribe subscriptions • Unlimited Users • Unlimited Meetings • Unlimited Templates • Full Platform Search Functionality • Configuration ○ Meeting Type Set Up – Up to 10 ○ Document Set Up – Unlimited ○ Storage – Up to 75GB	
Meeting Management	
Unlimited Templates	• Create unlimited, repeatable templates for meetings, motions, and minutes. Use pre-made email templates to speed up communications and ensure they are as efficient as possible.
Minutes	• Collaborate on minutes seamlessly during and after your meetings.
Meetings	• Administrators can look ahead and prepare for future meetings by adding details, motions, supporting documents, etc. in advance.
Agendas	• Quickly create new agendas or revise existing for all of your meeting types.
Motions	• Create unlimited motions within your meetings to support specific meeting goals.
Voting	• Capture physical votes (traditional with capture & tabulation) and use various voting types (majority, $\frac{2}{3}$, $\frac{3}{4}$, $\frac{4}{5}$, and unanimous) and voting options

	(recorded, secret, or weighted) to quickly tabulate and display results via Public Display.
Tasks	When you create a task, you have options to delegate the task, set a due date, and set the priority level. Tasks can also be added during meetings.
Reporting	Use pre-formatted reports to share reporting data for individual meetings. View these reports in-platform or export to Excel and prepare your reports to be submitted for wider circulation or public posting.
Roll Call/Quorum Management	View meeting attendees (both voting and non-voting participants) and mark present and absent statuses. Roll call actions correspond to the meeting state.
Approval Workflows	Set automated approval workflows for meeting packages (documents, agendas, and minutes).
Publishing	Easily publish meeting items to your organization's website via iFrame. No back-end work required!
Advanced Features	
Document Manager	- Providing administrators and staff comprehensive management of all pre-meeting and post-meeting workflow activities - Preparation and approval of reports and items for submission to meetings - Easily manage submission deadlines and notifications to staff, reducing last minute changes to the agenda.
Single Sign-On	Microsoft Entra ID or ADFS
Participant Access & Annotations	- Easy agenda access from tablets or computers to be best prepared for meetings - Control and enable access confidential documents for participants and administrators. - Optional Annotations functionality enabling participants to highlight and markup agenda items

Livestreaming/Video	
Live Streaming Plus (Includes Encoder)	• Livestream and record all meetings, with automatic timestamping that is indexed to agendas and minutes. • Connect with existing A/V equipment with provided encoder
Closed Captioning	• Closed Captioning – Real-time, trainable AI captions to make your videos even more accessible
YouTube/Vimeo Integration	• Connect your public facing agendas and YouTube or Vimeo video to enable timestamped agenda items indexed to agendas and minutes.
Additional Included Modules	
Subscription Lists	• Enable members of the public to sign up for notification of agendas and minutes for desired meeting types
Electronic Voting	• Gather votes digitally by sending ballots directly to meeting voters through the eScribe platform. Then, votes are automatically tallied based on the kind of vote, and the results are visible to meeting participants and can be shared on a large display to the public.
Speaker List	• Manage a speaker queue for public participants and other meeting participants to speak regarding agenda items. Speaker Lists can also be displayed for all participants via Public Display.
Public Comments	• Receive and publish comments from citizens before, during, and/or after meetings.

Additional Optional Modules	
Board Manager*	Available as a stand-alone solution or integrated with eScribe Meeting Management platform, Board Manager lets municipalities, school districts and all public sector entities easily manage and publish their boards' and members' details – in addition to managing vacancies, applications and appointments – through an intuitive, responsive interface.
Services & Support	
- Customer Community Portal - Dedicated Implementation Coordinator and Client Education Specialist - Dedicated Customer Success Manager - eScribe Academy Licenses (Up to 5)	
NOTE: Items with the * next to them will add an additional cost (Add-On)	

Why eScribe?

The Leader in Public Meeting Management

Founded in 2011, eScribe was created with a singular focus: to make public meeting management easier for clerks and their communities. Whereas other solutions offer a wide range of functionalities like payment processing, front-end website operations, and more, eScribe is proud to provide a best-in-class, streamlined solution focused solely on optimizing public meetings.

This best-in-class approach to the meeting management category frees eScribe's team of engineers, product designers, and customer success managers to fully optimize the meeting experience for meeting administrators, municipal stakeholders, and, most importantly, community residents.

Serving hundreds of communities of every size across the United States and Canada, eScribe customers consistently rate their experience as reliably easy, convenient, and effective. It's one reason communities choose eScribe again and again, resulting in a category-leading customer retention rate of more than 95%.

All of your meeting items in one secure, digital platform.

Say goodbye to disconnected systems and processes. With eScribe, everything required for your public meetings is easily findable and safeguarded by the latest protocols for cloud-based security.

eScribe streamlines the entire meeting lifecycle, allowing you to easily prepare for, conduct, and follow up on post-meeting items.

Centralized Location for All Records and Resources

Enjoy peace of mind knowing all of your meeting items are in a digital, cloud-based meeting management platform. By providing admins and other users with a designated, centralized location for materials, meeting preparation, and collaboration – including viewing, editing, and approving documents – can occur in real time.

With centralized digital records available for public posting, eScribe can also provide convenient community access to relevant information as required by law. By going digital with eScribe, citizens and other parties can view meeting agendas, livestreams of meetings, recordings, and minutes in one accessible online portal.

Whether you're posting meeting items to an existing website or going digital for the first time, eScribe has a range of public posting options to ensure your meetings are transparent, accountable, and conformant to the latest accessibility standards.

Security and Compliance

eScribe is committed to keeping your information secure, and we understand the critical importance of data security in the public sector.

That's why our best-in-class security features and capabilities ensure every customer, large or small, benefits from an enterprise-grade security architecture. eScribe offers full control over your data and who can access it. Work confidently and ensure the right people see the right information. Unparalleled security and data protection features like user and permission management give you confidence and control over your organization's most sensitive data.

eScribe's platform operates on Microsoft's industry-leading Azure Cloud infrastructure, which is SOC2 Type 2 and ISO 27001 certified. And eScribe's SSO capabilities ensure a safe and seamless login experience – bolstering security while ensuring meetings start hassle-free.

Own and Control Your Data

Our time-tested approach to privacy and data protection is grounded in our commitment to organizations' ownership of and control over the collection, use, and distribution of their information. We strive to be transparent in our privacy practices, offer you meaningful privacy choices, and responsibly manage the data we store and process. One measure of our commitment to the privacy of customer data is our adoption of the world's first code of practice for cloud privacy, ISO/IEC 27018.

Learn more about privacy [here](#).

Onboarding

While a few vendors have solutions with features to address some of the pain points associated with meetings, features on their own don't necessarily drive benefits. While features are an important consideration at eScribe, we've learned that the ultimate success of platform implementation is driven more by end user buy in to the improved way of doing things. That is why more projects fail from lack of user adoption than virtually any other reason.

While training end users on proper system use is an important component, there are additional critical factors to consider. To ensure a successful implementation we assign a dedicated team and follow a repeatable framework that has been developed over hundreds of successful implementations spanning customers both large and small.

Your eScribe Success Team

Customer experience is very important to us. We understand it can be daunting to migrate to new software. That is why you will have access to a dedicated team of experienced eScribe professionals supporting you every step of the way, reducing

the impact on your internal staff and IT department, and ensuring a successful roll-out, including:

- *Corporate Project Sponsor*
- *Project Management*
- *Training & Process Workshops*
- *Technical Systems Analyst*
- *Realtime Technical Support*
- *Account Management*

Project Management

eScribe is a flexible cloud-based platform that can be personalized with the look and feel of an organization while still aligning with “best-practices” and automated processes to assist users before, during and after meetings.

Your Project Lead will guide you through the process of setting up your project for success and long-term satisfaction through the whole organization. Throughout a series of project meetings, you will be led through a tried-and-true process to take your organization from configuration, training, initial go live, and subsequent roll out to the rest of the organization.

Configuration

Your Project Lead will work with you to communicate with staff and coordinate the gathering of user, meeting and process information and configuring eScribe for first use, including:

- Project Planning and ongoing Coordination
- User and Permissions Configuration
- Meeting Types Configuration
- Agenda & Minute Templates & Workflow Configuration
- Report & Legislative Templates & Workflow Configuration
- Webcasting Configuration
- Internet Publishing Configuration
- Scheduling End User Training
 - Meeting Administrators
 - Site Administrators
 - Staff Contributors
 - Meeting Participants
- Maintaining project documentation and resolving open items

Training & Process Workshops

Training

eScribe is built to be user-friendly and with just a few training sessions, users will be quickly on their way to run their first live meeting independently and with confidence.

eScribe Academy

eScribe Administrators will be given a login to begin their training. Courses are assigned based on the tools their organization uses. Learning is self-paced with each session lasting approximately 2.5 hours, with the whole program taking approximately 4-5 hours. Each session includes quizzes to ensure viewers are understanding the content that they must pass to progress.

Each eScribe Administrator should have their own unique license for the system as they will receive an eScribe Certificate with their name after training is completed. Certificates can be downloaded and added to their resume and LinkedIn profile! Administrators will be eScribe Certified!

Train the Trainer

This method ensures there are always competent in-house power users available to help your team out with the new processes until the new skills become a habit. The other benefit to in-house power users who train other users is that they understand the organizational culture and needs, allowing them to share information and new knowledge in a way that will resonate with their staff.

Workshop Sessions

In addition to end user training, you will participate in optional one on one workshop sessions following your training session. Workshops are usually scheduled in 30-60 minutes increments, with most customers taking advantage of 4-5 hours of workshop time throughout the onboarding process.

These workshop sessions will focus on any specific processes that require further discussion, as well as any questions that have risen from practice following the training session.

These sessions are designed to complement the training sessions to ensure that each Customer can use their eScribe system to its fullest potential. It is recommended that to make best use of these workshop sessions, they are scheduled once users have had a chance to practice after training to have a basic understanding of the flow of information throughout the eScribe system.

Dedicated Go Live Support

In order to ensure that your first meeting gets off to a strong start, your eScribe Project Lead and Trainer will support you through agenda prep, conducting and recording your first live eScribe meeting to ensure administrative users are comfortable with all aspects of the meeting lifecycle.

eScribe Online Resources

Educational Webinars

The eScribe Training team also leads educational webinars on topics as requested and voted on by customers offering how-to instructions and time saving tips to help users get the most from eScribe. There is no additional cost for these webinars. Sign up for one or as many as you like.

Customer Community Portal (CCP)

To further empower our customers, the CCP can be used to submit and track support tickets. A General Discussion forum is also used for collaborating on meeting “best-practices” with other eScribe customers.

Some key features of CCP include:

- **Knowledge Base** – A library of user reference, and help articles
- **FAQ section** – “How-to” guides and technical trouble shooting assistance

- **Customer forum** – Chat with other eScribe customers and learn from each other
- **Feature requests** – Submit ideas to eScribe and vote/comment on proposed features from other users
- **Announcements** – Including product release notes, promotions, company updates

Real Time Technical Support

We are very proud of our solution, but even prouder of our post sale relationship with our customers.

Our support team is just a few clicks or call away and prides itself on their responsiveness and knowledge of both eScribe and the meeting processes we support.

eScribe customers can access our support in three ways:

1. Customer Community Portal
2. support@escribemeetings.com
3. 1-855-299-0023

Standard support hours are from Monday to Friday, 8am to 8pm EST with extended phone support available until 11pm EST (Webcasting phone support is provided 24/7) excluding statutory holidays. Emergency and extended support are available by request.

Key features of Technical Support include:

- Online access to eScribe's trouble ticketing portal to log and update service requests, communicate directly with support personnel and access eScribe's online technical repository.
- Live answering and monitoring of customer tickets during regular support hours.
- Unlimited technical assistance by telephone or electronic mail for designated individuals
- Provide any updates to eScribe software and its documentation automatically at no additional charge.

Account Management

As your implementation of eScribe comes to an end, Customers will be transitioned to the Account Management team. Your Account Manager is your champion and single point of contact throughout your relationship with eScribe. Through proactively scheduled Account Management calls throughout the year you will always feel kept up to speed with any pertinent information and always have a friendly voice checking in to see how everything is going, and if there is anything that eScribe can do to further support you.

Optional Services

In addition to our core services, customers may require additional services to assist with implementation and user adoption, which are available for additional fee.

One-on-One Training

For larger end user groups or in cases where the customer would like to incorporate customized business process training into the curriculum, we offer one-on-one training sessions with a dedicated trainer. One-on-one training can be delivered remotely, or on site as required.

Legacy Data Migration

In many cases eScribe's robust platform can import legacy meeting information from internal or competitive systems to provide users with a seamless experience. We would be happy to provide a custom statement of work and quotation based on a review of available data and structure.

Document/Records Management Integration

At eScribe we realize that your public meetings are part of an overall content management strategy across your organization (ECM). That's why eScribe provides off the shelf "connectors" to many of the industry's leading ECM systems.

Chamber/Meeting Room Integration

Whether it's support for multiple screens or integrating with microphone and physical voting terminals, eScribe provides off the shelf "connectors" to several leading manufacturers, and in many cases can customize a solution to meet individual requirements.

Pricing

eScribe is pleased to offer the following annual subscription fees and one-time setup fees to meet the requirements as outlined:

Recommended Bundle: eScribe Ultimate

eScribe Annual Service and Support Fees				
Module	License Type	License Fee	Quantity	Cost
eScribe Ultimate Bundle	Annual	\$ 19,600	1	\$ 19,600
eScribe Meeting Manager (Unlimited Meeting Types)		INCL		
eScribe Participant Access		INCL		
eScribe Internet Publishing		INCL		
eScribe Document Manager		INCL		
eScribe Electronic Voting		INCL		
eScribe Speaker List		INCL		
eScribe Livestreaming Plus (Includes 1 Encoder)		INCL		
eScribe Closed Captioning		INCL		
eScribe Subscription Lists		INCL		
eScribe Public Comments		INCL		
eScribe Participant Plus Licenses		INCL	Up to 25	
eScribe Single Sign-On Integration - MS Entra ID		INCL		
Storage - Up to 75GB		INCL	Up to 75GB	
Subtotal - Annual Software and Support Fees				\$ 19,600
Less 10% Annual Subscription Discount Expiring June 30, 2025				-\$ 1,960
Total - Annual Software and Support Fees				\$ 17,640
Implementation Fees		Service Fee	Quantity	Cost
eScribe Ultimate Bundle Setup/Training	One Time	\$ 5,880	1	\$ 5,880
Setup of up to 10 Meeting Types, Unlimited Document Templates, 5 Workflows, Livestreaming	One Time	INCL		\$ -
eScribe Electronic Voting Setup	One Time	INCL		\$ -
eScribe Closed Captioning Setup	One Time	INCL	1	\$ -
Single Sign On Integration Setup	One Time	INCL	1	\$ -
eScribe Academy Licences	One Time	INCL	Up to 25	\$ -
Subtotal - Annual Software and Support Fees				\$ 5,880
Less 50% Implementation Discount Expiring June 30, 2025				-\$ 2,940
Total - One-time Implementation Fees				\$ 2,940
Total - Year One Fees				\$ 20,580

June 2025 Discounts Included:
10% Off Annual Subscription
50% Off One-Time Implementation Fees

Optional Add-On Modules:

Optional Modules	License Type	License Fee	One Time Setup
eScribe Board Manager	Annual	\$ 3,450	\$ 1,450
Backup Encoder (Hot Standby)	Annual	\$ 3,450	\$ -
eScribe Public Comments	Annual	\$ 750	\$ -

Pricing Notes:

- All fees are in \$USD (exclusive of taxes), based on a three (3) year term and are valid for sixty (60) days from the date of this response unless otherwise stated.
- Implementation fees are for remote support. Onsite personnel can be arranged. Additional travel and living expenses would apply in addition to the Implementation Fees.
- Year 1 Subscription and Implementation Services Fees are invoiced upon commencement of the project.
- Subsequent year(s) Subscription Fees will be due on the anniversary date and will increase from the previous years Subscription Fees by four percent (4%).
- Payment Terms are Net 30 from date of invoice.
- Fees do not include the migration of any existing meeting content. Should you wish to migrate legacy data, eScribe would be happy to provide a separate statement of work and costs based on specific requirements.

Contact

We look forward to the potential of working on this important project with you. Should you have any questions about this proposal, please do not hesitate to reach out.

Ethan Driedger
Senior Account Executive
519-732-1111
edriedger@escribemeetings.com
<https://escribemeetings.com>

BALANCE SHEET

AS OF: MAY 31ST, 2025

999-Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
999.1.100	Pooled Cash - Investing	9,467,375.64	
999.1.101	Pooled Cash - Checking	9,400.26	
999.1.102	Pooled Cash - Payroll	34,655.98	
999.1.202	M&T Bank US Treasury Bill	8,404,876.09	
999.1.390	Due From Other Funds	<u>624.16</u>	
			<u>17,916,932.13</u>
TOTAL ASSETS			17,916,932.13
			=====
LIABILITIES			
=====			
999.2.600	Accounts Payable	624.16	
999.2.630	Due To Other Funds	<u>17,916,307.97</u>	
TOTAL LIABILITIES			<u>17,916,932.13</u>
EQUITY			
=====			
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			17,916,932.13
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

A00-General Fund Townwide

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
A00.1.200	Claim on Pooled Cash and CD's	7,741,457.15	
A00.1.210	Petty Cash-Tax	500.00	
A00.1.220	Petty Cash - Court	50.00	
A00.1.230	Petty Cash-Recreation	100.00	
A00.1.380	Accounts Receivable	15,768.87	
A00.1.480	Prepaid Expenditures	<u>1,184,682.51</u>	
			<u>8,942,558.53</u>
TOTAL ASSETS			8,942,558.53
=====			
LIABILITIES			
=====			
A00.2.631	Due to Other Governments	17,094.62	
A00.2.688	Other Liabilities	1,118,324.58	
A00.2.690	Overpayments and Clearing Acct	37,092.12	
A00.2.700	Rec Dept Clearing Acct	<u>114,722.25</u>	
TOTAL LIABILITIES			<u>1,287,233.57</u>
EQUITY			
=====			
A00.3.806	Not in Spendable Form	1,735,259.70	
A00.3.914	Assigned Approp Fund Balance	675,105.00	
A00.3.915	Assigned Unapp Fund Balance	(46,720.34)	
A00.3.917	Unassigned Fund Balance	<u>(1,232,614.30)</u>	
TOTAL BEGINNING EQUITY			1,131,030.06
TOTAL REVENUE			12,508,965.73
TOTAL EXPENSES			<u>5,984,670.83</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			6,524,294.90
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>7,655,324.96</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			8,942,558.53
=====			

BALANCE SHEET

AS OF: MAY 31ST, 2025

B00-General Fund Part Town

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
B00.1.200	Claim on Pooled Cash and CD's	285,202.97	
B00.1.480	Prepaid Expenditures	<u>14,279.77</u>	
			<u>299,482.74</u>
TOTAL ASSETS			299,482.74
			=====
LIABILITIES			
=====			
EQUITY			
=====			
B00.3.806	Not in Spendable Form	16,959.94	
B00.3.915	Assigned Unapp Fund Balance	241,496.27	
B00.3.917	Unassigned Fund Balance	(<u>54,841.37</u>)	
TOTAL BEGINNING EQUITY		203,614.84	
TOTAL REVENUE		276,699.45	
TOTAL EXPENSES		<u>180,831.55</u>	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		95,867.90	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>299,482.74</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			299,482.74
			=====

CM1-Police Special Revenue

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM1.1.200	Claim on Pooled Cash and CD's	(6,275.23)	
CM1.1.201	Police Revenue	5,046.11	
CM1.1.202	Police Reserve - AED/Donations	6,584.79	
CM1.1.203	Police Reserve - Stop DWI	<u>72,705.18</u>	
			<u>78,060.85</u>
TOTAL ASSETS			78,060.85
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM1.3.915	Assigned Unapp Fund Balance	<u>70,493.07</u>	
	TOTAL BEGINNING EQUITY	70,493.07	
TOTAL REVENUE			8,280.78
TOTAL EXPENSES			<u>713.00</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			7,567.78
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>78,060.85</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			78,060.85
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

CM2-MS4 Flood Water Study

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM2.1.201 MS 4		<u>5,106.14</u>	
			<u>5,106.14</u>
	TOTAL ASSETS		5,106.14
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM2.3.915 Assigned Unapp Fund Balance		<u>5,053.60</u>	
	TOTAL BEGINNING EQUITY	<u>5,053.60</u>	
	TOTAL REVENUE	<u>52.54</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	52.54	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>5,106.14</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		5,106.14
			=====

CM3-Sustainable Manlius

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM3.1.200	Claim on Pooled Cash	253.35	
CM3.1.201	Publicity Acct-Sustain Manlius	<u>65,350.03</u>	
			<u>65,603.38</u>
	TOTAL ASSETS		65,603.38
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM3.3.915	Assigned Unapp Fund Balance	<u>74,376.03</u>	
	TOTAL BEGINNING EQUITY	74,376.03	
	TOTAL REVENUE	3,278.38	
	TOTAL EXPENSES	<u>12,051.03</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(8,772.65)	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>65,603.38</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		65,603.38
			=====

CM4-Court Special Revenue

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM4.1.201	DWI Arraignments	<u>3,571.83</u>	
			<u>3,571.83</u>
	TOTAL ASSETS		<u>3,571.83</u>
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM4.3.915	Assigned Unapp Fund Balance	<u>3,156.53</u>	
	TOTAL BEGINNING EQUITY	<u>3,156.53</u>	
	TOTAL REVENUE	<u>415.30</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	<u>415.30</u>	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,571.83</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>3,571.83</u>
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

CM5-Parkland Trust

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM5.1.201	Parkland Fees	<u>49,842.58</u>	
			<u>49,842.58</u>
	TOTAL ASSETS		49,842.58
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM5.3.915	Assigned Unapp Fund Balance	<u>49,329.75</u>	
	TOTAL BEGINNING EQUITY	<u>49,329.75</u>	
	TOTAL REVENUE	<u>512.83</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	<u>512.83</u>	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>49,842.58</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		49,842.58
			=====

CM6-Watershed Stewards

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
CM6.1.200	Claim on Pooled Cash and CD's	0.01	
CM6.1.201	Watershed Stewards	<u>25.00</u>	
			<u>25.01</u>
TOTAL ASSETS			25.01
			=====
LIABILITIES			
=====			
EQUITY			
=====			
CM6.3.915	Assigned Unapp Fund Balance	<u>35.05</u>	
TOTAL BEGINNING EQUITY		35.05	
TOTAL REVENUE		(<u>10.04</u>)	
TOTAL REVENUE OVER/ (UNDER) EXPENSES		(10.04)	
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.			<u>25.01</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.			25.01
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

DA0-Highway Fund Townwide

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
DA0.1.200	Claim on Pooled Cash and CD's	2,916,635.03	
DA0.1.231	Savings - Salt Storage Reserve	75,000.00	
DA0.1.480	Prepaid Expenses	<u>77,199.96</u>	
			<u>3,068,834.99</u>
TOTAL ASSETS			3,068,834.99
			=====
LIABILITIES			
=====			
EQUITY			
=====			
DA0.3.806	Not in Spendable Form	100,221.15	
DA0.3.878	Capital Reserve Balance	75,000.00	
DA0.3.914	Assigned Approp Fund Balance	400,000.00	
DA0.3.915	Assigned Unapp Fund Balance	<u>1,525,701.92</u>	
TOTAL BEGINNING EQUITY		2,100,923.07	
TOTAL REVENUE		2,475,648.06	
TOTAL EXPENSES		<u>1,507,736.14</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		967,911.92	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,068,834.99</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,068,834.99
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

DB0-Highway -Part Town

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
DB0.1.200	Claim on Pooled Cash and CD's	3,099,218.78	
DB0.1.480	Prepaid Expenses	<u>71,386.62</u>	
			<u>3,170,605.40</u>
TOTAL ASSETS			3,170,605.40
			=====
LIABILITIES			
=====			
EQUITY			
=====			
DB0.3.806	Not in Spendable Form	94,407.81	
DB0.3.914	Assigned Approp Fund Balance	50,000.00	
DB0.3.915	Assigned Unapp Fund Balance	<u>1,012,564.36</u>	
TOTAL BEGINNING EQUITY		1,156,972.17	
TOTAL REVENUE		2,254,964.29	
TOTAL EXPENSES		<u>241,331.06</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,013,633.23	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>3,170,605.40</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			3,170,605.40
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

HA0-Landfill Capital Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
HA0.1.201	Landfill - Capital Outlay Cash	<u>22,413.15</u>	
			<u>22,413.15</u>
	TOTAL ASSETS		22,413.15
			=====
LIABILITIES			
=====			
EQUITY			
=====			
HA0.3.915	Assigned Unapp Fund Balance	<u>22,135.81</u>	
	TOTAL BEGINNING EQUITY	22,135.81	
	TOTAL REVENUE	<u>277.34</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	277.34	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>22,413.15</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		22,413.15
			=====
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SD1-Consolidated Drainage #1

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SD1.1.200	Claim on Pooled Cash and CD's	<u>96,262.96</u>	
			<u>96,262.96</u>
	TOTAL ASSETS		96,262.96
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SD1.3.915	Assigned Unapp Fund Balance	(<u>36,065.03</u>)	
	TOTAL BEGINNING EQUITY	(36,065.03)	
	TOTAL REVENUE	<u>132,327.99</u>	
	TOTAL REVENUE OVER/ (UNDER) EXPENSES	132,327.99	
	TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>96,262.96</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		96,262.96
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SD2-Donsolidated Drainage #2

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SD2.1.200	Claim on Pooled Cash and CD's	<u>612,955.61</u>	
			<u>612,955.61</u>
	TOTAL ASSETS		612,955.61
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SD2.3.915	Assigned Unapp Fund Balance	<u>449,377.15</u>	
	TOTAL BEGINNING EQUITY	449,377.15	
	TOTAL REVENUE	177,359.08	
	TOTAL EXPENSES	<u>13,780.62</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	163,578.46	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>612,955.61</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		612,955.61
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SD3-Consolidated Drainage #3

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SD3.1.200	Claim on Pooled Cash and CD's	<u>638,614.77</u>	
			<u>638,614.77</u>
	TOTAL ASSETS		638,614.77
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SD3.3.915	Assigned Unapp Fund Balance	<u>544,259.34</u>	
	TOTAL BEGINNING EQUITY	544,259.34	
	TOTAL REVENUE	<u>94,355.43</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	94,355.43	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>638,614.77</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		638,614.77
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SF1-Fayetteville Fire Protect

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SF1.1.200	Claim on Pooled Cash and CD's	<u>4,907.30</u>	
			<u>4,907.30</u>
	TOTAL ASSETS		4,907.30
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SF1.3.915	Assigned Unapp Fund Balance	<u>3,078.40</u>	
	TOTAL BEGINNING EQUITY	<u>3,078.40</u>	
	TOTAL REVENUE	2,090,352.90	
	TOTAL EXPENSES	<u>2,088,524.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,828.90	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>4,907.30</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		4,907.30
			=====

SF2-Manlius Fire Protection

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SF2.1.200	Claim on Pooled Cash and CD's	<u>10,998.72</u>	
			<u>10,998.72</u>
	TOTAL ASSETS		10,998.72
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SF2.3.915	Assigned Unapp Fund Balance	<u>9,217.30</u>	
	TOTAL BEGINNING EQUITY	<u>9,217.30</u>	
	TOTAL REVENUE	1,848,004.15	
	TOTAL EXPENSES	<u>1,846,222.73</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,781.42	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>10,998.72</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		10,998.72
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SF3-Minoa Fire Protection

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SF3.1.200	Claim on Pooled Cash and CD's	<u>3,458.13</u>	
			<u>3,458.13</u>
	TOTAL ASSETS		3,458.13
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SF3.3.915	Assigned Unapp Fund Balance	<u>1,936.36</u>	
	TOTAL BEGINNING EQUITY	<u>1,936.36</u>	
	TOTAL REVENUE	1,540,828.77	
	TOTAL EXPENSES	<u>1,539,307.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,521.77	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,458.13</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,458.13
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SF4-Kirkville Fire Department

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SF4.1.200	Claim on Pooled Cash and CD's	<u>256.54</u>	
			<u>256.54</u>
	TOTAL ASSETS		256.54
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SF4.3.915	Assigned Unapp Fund Balance	<u>20.80</u>	
	TOTAL BEGINNING EQUITY	20.80	
	TOTAL REVENUE	251,405.74	
	TOTAL EXPENSES	<u>251,170.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	235.74	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>256.54</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		256.54
			=====

SL1-Overhead Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SL1.1.200	Claim on Pooled Cash and CD's	<u>24,680.45</u>	
			<u>24,680.45</u>
	TOTAL ASSETS		24,680.45
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SL1.3.915	Assigned Unapp Fund Balance	<u>14,612.37</u>	
	TOTAL BEGINNING EQUITY	14,612.37	
	TOTAL REVENUE	18,252.77	
	TOTAL EXPENSES	<u>8,184.69</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	10,068.08	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>24,680.45</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		24,680.45
			=====

SL2-Underground Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SL2.1.200	Claim on Pooled Cash and CD's	<u>31,718.97</u>	
			<u>31,718.97</u>
	TOTAL ASSETS		31,718.97
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SL2.3.915	Assigned Unapp Fund Balance	<u>16,612.71</u>	
	TOTAL BEGINNING EQUITY	16,612.71	
	TOTAL REVENUE	26,304.70	
	TOTAL EXPENSES	<u>11,198.44</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	15,106.26	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>31,718.97</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		31,718.97
			=====

SL3-Entry Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SL3.1.200	Claim on Pooled Cash and CD's	<u>5,896.21</u>	
			<u>5,896.21</u>
	TOTAL ASSETS		5,896.21
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SL3.3.915	Assigned Unapp Fund Balance	<u>5,483.80</u>	
	TOTAL BEGINNING EQUITY	5,483.80	
	TOTAL REVENUE	954.13	
	TOTAL EXPENSES	<u>541.72</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	412.41	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>5,896.21</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		5,896.21
			=====

SL4-Garden Park Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SL4.1.200	Claim on Pooled Cash and CD's	<u>7,340.80</u>	
			<u>7,340.80</u>
	TOTAL ASSETS		<u>7,340.80</u>
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SL4.3.915	Assigned Unapp Fund Balance	<u>2,796.79</u>	
	TOTAL BEGINNING EQUITY	<u>2,796.79</u>	
	TOTAL REVENUE	7,670.51	
	TOTAL EXPENSES	<u>3,126.50</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	4,544.01	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>7,340.80</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>7,340.80</u>
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SL5-Ratnour Bridge Lighting

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SL5.1.200	Claim on Pooled Cash and CD's	<u>49,591.79</u>	
			<u>49,591.79</u>
	TOTAL ASSETS		49,591.79
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SL5.3.915	Assigned Unapp Fund Balance	<u>34,158.26</u>	
	TOTAL BEGINNING EQUITY	34,158.26	
	TOTAL REVENUE	27,456.83	
	TOTAL EXPENSES	<u>12,023.30</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	15,433.53	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>49,591.79</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		49,591.79
			=====

SR1-Manlius Res Trash Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SR1.1.200	Claim on Pooled Cash and CD's	<u>1,558,727.87</u>	
			<u>1,558,727.87</u>
	TOTAL ASSETS		1,558,727.87
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SR1.3.915	Assigned Unapp Fund Balance	<u>106,726.02</u>	
	TOTAL BEGINNING EQUITY	106,726.02	
	TOTAL REVENUE	2,505,818.50	
	TOTAL EXPENSES	<u>1,053,816.65</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,452,001.85	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>1,558,727.87</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,558,727.87
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SR2-Manlius Res Brush Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SR2.1.200	Claim on Pooled Cash and CD's	<u>221,705.60</u>	
			<u>221,705.60</u>
	TOTAL ASSETS		221,705.60
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SR2.3.915	Assigned Unapp Fund Balance	<u>29,440.37</u>	
	TOTAL BEGINNING EQUITY	<u>29,440.37</u>	
	TOTAL REVENUE	331,256.55	
	TOTAL EXPENSES	<u>138,991.32</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	192,265.23	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>221,705.60</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		221,705.60
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SS2-Thompson Sewer District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SS2.1.200	Claim on Pooled Cash and CD's	<u>6,690.21</u>	
			<u>6,690.21</u>
	TOTAL ASSETS		6,690.21
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SS2.3.915	Assigned Unapp Fund Balance	<u>6,061.11</u>	
	TOTAL BEGINNING EQUITY	6,061.11	
	TOTAL REVENUE	21,654.10	
	TOTAL EXPENSES	<u>21,025.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	629.10	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>6,690.21</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,690.21
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SS3-Megnin Farms Sewer

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SS3.1.200	Claim on Pooled Cash and CD's	<u>380.75</u>	
			<u>380.75</u>
	TOTAL ASSETS		380.75
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SS3.3.915	Assigned Unapp Fund Balance	<u>303.00</u>	
	TOTAL BEGINNING EQUITY	303.00	
	TOTAL REVENUE	82,264.89	
	TOTAL EXPENSES	<u>82,187.14</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	77.75	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>380.75</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		380.75
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SW1-Manlius Con Water Supply

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SW1.1.200	Claim on Pooled Cash and CD's	<u>38,479.85</u>	
			<u>38,479.85</u>
	TOTAL ASSETS		38,479.85
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SW1.3.915	Assigned Unapp Fund Balance	<u>37,085.85</u>	
	TOTAL BEGINNING EQUITY	37,085.85	
	TOTAL REVENUE	<u>1,394.00</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	1,394.00	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>38,479.85</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		38,479.85
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

SW2-Manlius Con Water Dist

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SW2.1.200	Claim on Pooled Cash and CD's	<u>40,053.60</u>	
			<u>40,053.60</u>
	TOTAL ASSETS		40,053.60
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SW2.3.915	Assigned Unapp Fund Balance	<u>14,621.27</u>	
	TOTAL BEGINNING EQUITY	14,621.27	
	TOTAL REVENUE	57,941.23	
	TOTAL EXPENSES	<u>32,508.90</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	25,432.33	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>40,053.60</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		40,053.60
			=====

SW3-Skyridge Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
SW3.1.200	Claim on Pooled Cash and CD's	(<u>63,547.89</u>)
		(<u>63,547.89</u>)
	TOTAL ASSETS	(63,547.89)
		=====
LIABILITIES		
=====		
EQUITY		
=====		
SW3.3.915	Assigned Unapp Fund Balance	<u>34,555.17</u>
	TOTAL BEGINNING EQUITY	34,555.17
	TOTAL REVENUE	165.94
	TOTAL EXPENSES	<u>98,269.00</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(98,103.06)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(<u>63,547.89</u>)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	(63,547.89)
		=====

SW4-Highbridge Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
SW4.1.200	Claim on Pooled Cash	<u>22,408.47</u>	
			<u>22,408.47</u>
	TOTAL ASSETS		22,408.47
			=====
LIABILITIES			
=====			
EQUITY			
=====			
SW4.3.909	Unappropriated Fund Balance	<u>19,322.17</u>	
	TOTAL BEGINNING EQUITY	19,322.17	
	TOTAL REVENUE	<u>3,086.30</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	3,086.30	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>22,408.47</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		22,408.47
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

TA1-Trust & Agency - Payroll

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
TA1.1.200	Claim on Pooled Cash and CD's	<u>463,670.17</u>	
			<u>463,670.17</u>
	TOTAL ASSETS		463,670.17
			=====
LIABILITIES			
=====			
TA1.2.180	NYS Retirement	82,783.10	
TA1.2.190	Disability Insurance	30,905.14	
TA1.2.200	Health Insurance	328,616.83	
TA1.2.250	Alfac Insurance	158.87	
TA1.2.270	Colonial Supplmt Insurance	(3,542.42)	
TA1.2.280	Flexible Spending	1,010.17	
TA1.2.290	Guardian Life Insurance	(3,141.82)	
TA1.2.600	Pooled Accounts Payable	<u>624.16</u>	
	TOTAL LIABILITIES		<u>437,414.03</u>
EQUITY			
=====			
TA1.3.915	Assigned Unapp Fund Balance	<u>23,502.65</u>	
	TOTAL BEGINNING EQUITY		23,502.65
	TOTAL REVENUE	<u>2,753.49</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES		2,753.49
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>26,256.14</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		463,670.17
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

TA2-Trust & Agency - Other

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
TA2.1.200	Claim on Pooled Cash and CD's	100,451.13	
TA2.1.201	Escrow - Misc. Deposits	174,147.24	
TA2.1.205	Currency Property	42,230.13	
TA2.1.206	M&T - Solar Deposits	<u>322,882.28</u>	
			<u>639,710.78</u>
	TOTAL ASSETS		639,710.78
			=====
LIABILITIES			
=====			
TA2.2.310	Street Opening Deposits	37,906.14	
TA2.2.320	Bid Deposits	52,715.00	
TA2.2.350	Unclaimed Bail Deposits	16,450.87	
TA2.2.360	Currency Property Liability	42,230.13	
TA2.2.400	Solar Deposits	300,823.50	
TA2.2.851	Engineering Deposits	<u>120,758.74</u>	
	TOTAL LIABILITIES		<u>570,884.38</u>
EQUITY			
=====			
TA2.3.915	Assigned Unapp Fund Balance	<u>63,251.81</u>	
	TOTAL BEGINNING EQUITY		63,251.81
	TOTAL REVENUE	<u>5,574.59</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES		5,574.59
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>68,826.40</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		639,710.78
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

W -Long Term Debt

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
W.1.129	Total Non-Current Govt Liab	<u>6,686,487.00</u>	
			<u>6,686,487.00</u>
	TOTAL ASSETS		6,686,487.00
			=====
LIABILITIES			
=====			
W.2.628	Bonds Payable	(60,000.00)	
W.2.638	Net Pension Liability	<u>6,746,487.00</u>	
	TOTAL LIABILITIES		<u>6,686,487.00</u>
EQUITY			
=====			
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,686,487.00
			=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

W80-Schepp Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
W80.1.200	Claim on Pooled Cash and CD's	(<u>929.88</u>)
		(<u>929.88</u>)
	TOTAL ASSETS	(929.88)
		=====
LIABILITIES		
=====		
EQUITY		
=====		
W80.3.915	Assigned Unapp Fund Balance	(<u>755.92</u>)
	TOTAL BEGINNING EQUITY	(755.92)
	TOTAL REVENUE	79.02
	TOTAL EXPENSES	<u>252.98</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(173.96)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	(<u>929.88</u>)
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	(929.88)
		=====

BALANCE SHEET

AS OF: MAY 31ST, 2025

W90-Watervale Water District

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
W90.1.200	Claim on Pooled Cash and CD's	<u>5,039.71</u>	
			<u>5,039.71</u>
	TOTAL ASSETS		5,039.71
			=====
LIABILITIES			
=====			
EQUITY			
=====			
W90.3.915	Assigned Unapp Fund Balance	<u>4,976.82</u>	
	TOTAL BEGINNING EQUITY	<u>4,976.82</u>	
	TOTAL REVENUE	106.46	
	TOTAL EXPENSES	<u>43.57</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	62.89	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>5,039.71</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		5,039.71
			=====

999-Pooled Cash

			(----- 2025 -----)		(----- 2026 -----)		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>SUBSIDIARY REVENUE</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

		((----- 2025 -----)) ((----- 2026 -----))					
		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED
REVENUES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET
							APPROVED
							BUDGET
<u>REAL PROPERTY TAX</u>							
A00.4.1001	Real Property Taxes	8,418,415.12	9,058,534.26	11,171,539.10	11,208,652.22		
A00.4.1081	Other Payments in Lieu of	11,460.05	16,477.73	16,398.86	24,253.30		
A00.4.1090	Penalties & Interest	85,541.30	90,127.71	70,000.00	35,701.60		
TOTAL REAL PROPERTY TAX		8,515,416.47	9,165,139.70	11,257,937.96	11,268,607.12		
<u>NON-PROPERTY TAX</u>							
A00.4.1170	Franchise Fees	319,131.25	302,326.48	370,420.86	280,701.40		
TOTAL NON-PROPERTY TAX		319,131.25	302,326.48	370,420.86	280,701.40		
<u>GENERAL GOVERNMENT</u>							
A00.4.1255	Clerk Fees	6,654.90	5,435.86	4,400.00	1,896.13		
TOTAL GENERAL GOVERNMENT		6,654.90	5,435.86	4,400.00	1,896.13		
<u>POLICE-SPECIAL ITEMS</u>							
A00.4.1550	Dog Control Fees	0.00	(340.67)	0.00	0.00		
A00.4.1593	Stop DWI	0.00	8,267.95	0.00	0.00		
TOTAL POLICE-SPECIAL ITEMS		0.00	7,927.28	0.00	0.00		
<u>RECREATION REVENUE</u>							
A00.4.2001	Park & Rec Charges	93,745.33	82,609.38	80,000.00	53,146.00		
TOTAL RECREATION REVENUE		93,745.33	82,609.38	80,000.00	53,146.00		
<u>PUBLIC SAFETY</u>							
A00.4.2260	Public Safety Services	837,365.03	1,150,344.89	1,261,996.00	603,563.77		
TOTAL PUBLIC SAFETY		837,365.03	1,150,344.89	1,261,996.00	603,563.77		
<u>Onondaga County</u>							
A00.4.2350	Youth Services, Recreatio	2,634.00	0.00	2,634.00	2,634.00		
A00.4.2351	Stormwater Project-Perry	0.00	0.00	0.00	8,670.55		
A00.4.2352	Quarry Commission	0.00	0.00	10,000.00	0.00		
A00.4.2353	Cannabis Tax	0.00	0.00	0.00	2,387.13		
TOTAL Onondaga County		2,634.00	0.00	12,634.00	13,691.68		
<u>USE OF MONEY & PROPERTY</u>							
A00.4.2401	Earned Interest	200,389.69	317,490.75	150,000.00	112,367.42		
TOTAL USE OF MONEY & PROPERTY		200,389.69	317,490.75	150,000.00	112,367.42		
<u>RENTAL & REAL PROPERTY</u>							
<u>LICENSES & PERMITS</u>							
A00.4.2530	Games of Change - License	1,927.39	1,176.46	200.00	2,377.49		
A00.4.2544	Dog License	17,964.00	16,644.00	18,000.00	5,898.00		
TOTAL LICENSES & PERMITS		19,891.39	17,820.46	18,200.00	8,275.49		

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

			2025		2026		
			CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES	2023	2024	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
	ACTUAL	ACTUAL					
<u>FINES & FORFEITURES</u>							
A00.4.2610 Fines/Forfeited Bail	62,083.45	103,168.02	90,000.00	32,502.25			
TOTAL FINES & FORFEITURES	62,083.45	103,168.02	90,000.00	32,502.25			
<u>SALE OF PROP/COMP F/LOSS</u>							
A00.4.2655 Minor Sales	254.79	119.75	0.00	10.50			
A00.4.2665 Sale of Equipment	14,186.50	10,180.50	5,500.00	500.00			
A00.4.2680 Insurance Recoveries	0.00	1,000.00	0.00	0.00			
TOTAL SALE OF PROP/COMP F/LOSS	14,441.29	11,300.25	5,500.00	510.50			
<u>MISCELLANEOUS</u>							
A00.4.2700 Medicare Part D Reimburse	31,032.03	22,339.90	0.00	0.00			
A00.4.2701 Refunds of Prior Year Exp	0.00	77.01	0.00	0.00			
A00.4.2702 Solar Lease Payments	0.00	14,977.75	16,320.00	16,320.00			
A00.4.2706.315 Tree Commission-Grants	0.00	0.00	75,000.00	0.00			
A00.4.2770 Unclassified Revenue	31,738.52	8,140.10	0.00	2,480.08			
TOTAL MISCELLANEOUS	62,770.55	45,534.76	91,320.00	18,800.08			
<u>STATE AID</u>							
A00.4.3001 Assessment Mgt Aid AIM	111,763.00	111,763.00	111,763.00	0.00			
A00.4.3002 TMA Aid-Temp Municipal Ai	0.00	7,818.00	0.00	0.00			
A00.4.3005 Mortgage Tax	620,572.41	753,449.66	600,000.00	0.00			
A00.4.3389.302 Traffic Safety Grant - BU	15,115.46	21,136.14	18,806.00	4,137.24			
A00.4.3389.303 Bullet Proof Vest Partner	4,381.51	3,822.20	6,000.00	4,335.65			
A00.4.3389.304 Traffic Safety Grant - CP	0.00	2,900.99	3,650.00	0.00			
A00.4.3389.308 JCAP Court Security Grant	0.00	0.00	0.00	2,822.00			
A00.4.3389.309 Law Enforcement Grant	88,000.00	0.00	0.00	0.00			
A00.4.3389.310 SLETPP Grant	0.00	10,737.00	0.00	0.00			
A00.4.3389.314 DASNY Grant Award	0.00	49,673.88	0.00	326.00			
A00.4.3389.408 NYS DEC EV Charging Stati	0.00	21,286.40	0.00	0.00			
A00.4.3389.409 Nonpoint Source Storm Wat	0.00	0.00	45,000.00	0.00			
A00.4.3389.411 NYSERDA Grant	0.00	30,000.00	100,000.00	100,000.00			
A00.4.3389.447 Grant Funded Revenue	0.00	146,000.00	0.00	0.00			
A00.4.3820 Youth Programs, PD	0.00	0.00	3,283.00	3,283.00			
TOTAL STATE AID	839,832.38	1,158,587.27	888,502.00	114,903.89			
<u>FEDERAL AID</u>							
A00.4.4089 Coronavirus Local Fiscal (	607,620.10)	502,625.81	633,004.58	0.00			
TOTAL FEDERAL AID	(607,620.10)	502,625.81	633,004.58	0.00			
<u>INTERFUND TRANSFERS</u>							
<u>SUBSIDIARY REVENUE</u>							
A00.4.9600 Appropriations	0.00	0.00	600,000.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	600,000.00	0.00			
TOTAL REVENUES	10,366,735.63	12,870,310.91	15,463,915.40	12,508,965.73			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

	(----- 2025 -----)				(----- 2026 -----)		
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Town Board</u>							
A00.5.1010.100 Town Board - Personal Ser	81,561.48	83,226.92	90,440.76	38,710.83			
A00.5.1010.400 Town Board - Contractual	70,619.66	5,000.00	120,255.01	44,691.82			
A00.5.1010.401 Town Board-Architectural	0.00	44,502.40	159,854.58	0.00			
A00.5.1010.402 Town Board-Seminars/Confe	3,568.93	4,514.60	7,200.00	3,839.77			
TOTAL Town Board	155,750.07	137,243.92	377,750.35	87,242.42			
<u>Justices</u>							
A00.5.1110.100 Justices - Personal Servi	206,198.20	232,271.51	246,610.00	103,305.32			
A00.5.1110.400 Justices - Contractual	140.00	0.00	0.00	0.00			
A00.5.1110.401 Justices - Office Supplie	2,539.39	3,415.71	2,500.00	666.66			
A00.5.1110.402 Justices-Seminars/Confere	649.80	79.80)	0.00	0.00			
A00.5.1110.403 Justices-Association Dues	605.00	185.00	200.00	135.00			
A00.5.1110.404 Justices - Books/Publicat	0.00	0.00	350.00	0.00			
TOTAL Justices	210,132.39	235,792.42	249,660.00	104,106.98			
<u>Supervisor</u>							
A00.5.1220.100 Supervisor - Personal Ser	237,904.85	252,716.81	312,130.26	132,033.99			
A00.5.1220.200 Supervisor - Equipment	0.00	0.00	1,029.42	1,029.42			
A00.5.1220.400 Supervisor - Contractual	23,395.50	2,485.96	3,500.00	57.43			
A00.5.1220.401 Supervisor - Office Suppl	3,902.71	4,264.97	5,188.12	1,279.44			
A00.5.1220.402 Supervisor-Seminars/Confe	9,551.96	6,499.92	6,811.88	7,275.88			
A00.5.1220.403 Supervisor-Association Du	3,526.00	1,969.00	2,940.00	2,697.82			
A00.5.1220.404 Supervisor - Books/Public	0.00	50.00	0.00	0.00			
A00.5.1220.405 Supervisor-IT	19,614.30	21,927.01	0.00	0.00			
A00.5.1220.406 Supervisor-Investment Fee	0.00	2,250.00	5,000.00	750.00			
A00.5.1220.480 Supervisor - Payroll	38,093.35	45,977.84	35,000.00	22,181.71			
TOTAL Supervisor	335,988.67	338,141.51	371,599.68	167,305.69			
<u>Receiver of Taxes</u>							
A00.5.1330.100 Receiver - Personal Servi	94,924.60	101,769.00	105,175.40	40,377.41			
A00.5.1330.200 Receiver of Taxes- Equipm	2,044.26	583.96	450.00	0.00			
A00.5.1330.400 Receiver of Taxes - Contr	21.59	1,800.27	712.00	79.96			
A00.5.1330.401 Receiver of Taxes-Office	2,396.62	2,228.61	3,891.00	157.75			
A00.5.1330.402 Receiver of Taxes-Seminar	760.36	804.84	1,235.00	310.00			
A00.5.1330.403 Receiver of Taxes- Associ	40.00	55.00	80.00	55.00			
A00.5.1330.405 Receiver of Taxes - IT	3,000.00	3,000.00	3,000.00	1,500.00			
A00.5.1330.408 Receiver of Taxes-Printin	95.10	96.50	120.00	52.80			
TOTAL Receiver of Taxes	103,282.53	110,338.18	114,663.40	42,532.92			
<u>Assessors</u>							
A00.5.1355.100 Assessor -Personal Servic	261,103.39	286,999.84	289,780.00	122,599.51			
A00.5.1355.200 Assessors - Equipment	147.99	0.00	500.00	0.00			
A00.5.1355.400 Assessors - Contractual	1,451.82	3,537.63	1,943.00	1,274.16			
A00.5.1355.401 Assessors - Office Suppli	1,160.70	547.57	2,000.00	180.16			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

(----- 2025 -----) (----- 2026 -----)							
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
A00.5.1355.402 Assessors-Seminars/Confer	6,070.33	1,915.66	6,900.00	120.00			
A00.5.1355.403 Assessors-Association Due	686.00	942.00	1,035.00	724.00			
A00.5.1355.405 Assessors-IT	1,950.00	2,470.00	3,150.00	0.00			
A00.5.1355.408 Assessors-Printing/Advert	28,770.00	28,786.00	29,000.00	0.00			
TOTAL Assessors	301,340.23	325,198.70	334,308.00	124,897.83			
<u>Board of Assessmnt Review</u>							
A00.5.1356.100 BOA Review - Personal Ser	4,335.05	6,843.40	14,720.00	0.00			
TOTAL Board of Assessmnt Review	4,335.05	6,843.40	14,720.00	0.00			
<u>Town Clerk</u>							
A00.5.1410.100 Town Clerk- Personal Serv	135,176.00	181,766.10	176,278.00	50,928.09			
A00.5.1410.400 Town Clerk - Contractual	0.00	77.00	0.00	0.00			
A00.5.1410.401 Town Clerk - Office Suppl	1,986.88	2,825.00	2,700.00	318.20			
A00.5.1410.402 Town Clerk-Seminars/Confe	4,945.00	4,382.66	1,240.00	3,542.75			
A00.5.1410.403 Town Clerk-Association Du	435.00	390.00	330.00	0.00			
A00.5.1410.404 Town Clerk-Books/Publicat	1,715.00	10.00	70.00	0.00			
A00.5.1410.405 Town Clerk-IT	2,801.09	3,073.69	2,965.00	3,565.89			
A00.5.1410.408 Town Clerk-Printing/Adver	2,725.43	1,919.34	2,500.00	463.62			
A00.5.1410.418 Town Clerk - Filing Fees	0.00	79.99	100.00	0.00			
TOTAL Town Clerk	149,784.40	194,523.78	186,183.00	51,733.05			
<u>Attorney</u>							
A00.5.1420.481 Attorney - Litigation	64,842.58	38,004.95	35,000.00	3,380.00			
A00.5.1420.482 Attorney - Employment Mat	30,450.99	15,388.50	7,500.00	1,720.00			
A00.5.1420.483 Attorney - Town Board	65,268.60	118,358.41	80,000.00	37,861.93			
TOTAL Attorney	160,562.17	171,751.86	122,500.00	42,961.93			
<u>Safety Grant</u>							
<u>Engineer</u>							
A00.5.1440.400 Engineer - Contractual	304,105.00	0.00	36,000.00	49,841.50			
A00.5.1440.440 Engineer-Quarry Commissio	0.00	0.00	10,000.00	0.00			
A00.5.1440.450 Engineer-Contractual	784.00	20,000.00	20,000.00	7,925.98			
TOTAL Engineer	304,889.00	20,000.00	66,000.00	57,767.48			
<u>Elections</u>							
A00.5.1450.400 Elections-Contractual	11,381.51	0.00	0.00	0.00			
A00.5.1450.401 Elections-Office Supplies	2,773.18	0.00	0.00	0.00			
A00.5.1450.408 Elections-Printing/Advert	46.80	0.00	0.00	0.00			
TOTAL Elections	14,201.49	0.00	0.00	0.00			
<u>Records Management</u>							
A00.5.1460.200 Record Managemnt - Equipm	0.00	2,532.38	0.00	0.00			
A00.5.1460.400 Record Managemnt - Contra	5,027.50	44,784.44	15,500.00	14,378.56			
A00.5.1460.405 Records Management-Inform	0.00	10,321.08	15,079.05	0.00			
TOTAL Records Management	5,027.50	57,637.90	30,579.05	14,378.56			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

(----- 2025 -----) (----- 2026 -----)							
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Buildings</u>							
A00.5.1620.100 Buildings - Personal Serv	19,251.52	19,427.00	24,200.80	7,812.91			
A00.5.1620.200 Buildings - Equipment	25,304.04	49,353.74	3,000.00	786.96			
A00.5.1620.400 Buildings - Contractual	7,924.01	11,287.12	7,224.68	2,549.27			
A00.5.1620.405 Buildings-IT	403,797.71	249,254.43	422,863.83	232,320.92			
A00.5.1620.420 Buildings - Gas/Electric	18,634.39	19,161.69	35,000.00	2,924.98			
A00.5.1620.421 Buildings - Phone	14,989.15	16,908.96	16,000.00	9,307.31			
A00.5.1620.422 Buildings - Water	1,085.80	1,278.20	1,200.00	400.00			
A00.5.1620.423 Buildings - Security Serv	853.40	3,258.53	1,000.00	0.00			
A00.5.1620.424 Buildings - Internet	2,638.67	2,739.00	3,000.00	929.67			
A00.5.1620.430 Buildings - Cleaning	17,527.50	16,596.25	16,760.00	10,275.00			
A00.5.1620.431 Buildings - Landscaping	3,886.38	6,040.00	7,480.00	3,000.00			
A00.5.1620.440 Buildings - Repairs	395.00	14,466.57	2,000.00	3,363.75			
A00.5.1620.450 Buildings - Pest Control	854.04	778.30	1,000.00	274.54			
A00.5.1620.485 Buildings - Snow Removal	2,700.00	2,200.00	5,000.00	2,880.00			
TOTAL Buildings	519,841.61	412,749.79	545,729.31	276,825.31			
<u>Central Garage</u>							
A00.5.1640.200 Central Garage - Equipmen	0.00	0.00	51,659.00	51,276.50			
A00.5.1640.400 Central Garage - Contract	0.00	0.00	1,000.00	638.95			
A00.5.1640.410 Central Garage - Gasoline	107,854.48	120,672.36	106,000.00	49,571.52			
A00.5.1640.411 Central Garage-Town Vehic	1,863.92	1,584.41	2,500.00	469.64			
A00.5.1640.412 Central Garage-EV Chargin	0.00	0.00	3,000.00	0.00			
TOTAL Central Garage	109,718.40	122,256.77	164,159.00	101,956.61			
<u>Central Printing</u>							
A00.5.1670.401 Central Printing-Office S	21,931.29	17,009.98	7,000.00	7,739.68			
A00.5.1670.404 Central Printing-Books/Pu	4,188.78	1,195.00	1,800.00	1,195.00			
A00.5.1670.407 Central Printing-Copier L	8,664.79	6,800.00	7,800.00	1,719.84			
A00.5.1670.408 Central Printing - Post M	1,950.12	2,000.00	4,000.00	1,473.17			
A00.5.1670.409 Central Printing - Postag	41,985.66	37,500.00	39,000.00	18,970.00			
TOTAL Central Printing	78,720.64	64,504.98	59,600.00	31,097.69			
<u>Special Items</u>							
A00.5.1910.400 Unallocated Insurance	233,968.78	80,384.92	470,725.00	196,249.80			
A00.5.1930.400 Judgments & Claims	19,586.32	24,638.96	20,000.00	10,305.02			
A00.5.1950.400 Taxes on Town Property	926.86	915.10	1,000.00	583.82			
TOTAL Special Items	254,481.96	105,938.98	491,725.00	207,138.64			
<u>Police</u>							
A00.5.3120.100 Police - Personal Service	3,779,995.73	3,956,037.19	4,718,753.00	1,854,679.01			
A00.5.3120.101 Police - Overtime Pay	384,947.69	295,821.66	519,132.00	154,203.09			
A00.5.3120.102 Police - Longevity Pay	38,472.50	65,598.20	81,980.02	4,058.42			
A00.5.3120.103 Police - Holiday Pay	133,273.60	207,861.80	245,542.00	1,972.80			
A00.5.3120.104 Police - Training Days	79,086.00	89,966.16	135,992.00	111,516.48			
A00.5.3120.105 Police - Sick Time Buy B(	551.51)	86,663.46	188,878.00	113,431.76			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

	(----- 2025 -----)				(----- 2026 -----)		
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
A00.5.3120.106 Police - Command Pay	8,790.00	11,031.56	28,055.00	19,128.55			
A00.5.3120.107 Police - Incentive Pay	12,300.00	29,791.81	114,991.00	74,021.34			
A00.5.3120.108 Police - Clothing Allowa	3,200.00	4,020.00	5,760.00	2,010.00			
A00.5.3120.109 Police-Secretary to Commi	0.00	0.00	600.00	0.00			
A00.5.3120.110 Police-Transfer Bonus	0.00	0.00	10,000.00	0.00			
A00.5.3120.200 Police - Equipment	165,500.00	524,222.14	0.00	969.83			
A00.5.3120.201 Police-Non-Vehicle Equipm	0.00	43,464.00	0.00 (	40,564.00)			
A00.5.3120.400 Police - Contractual	47,895.07	31,465.21	30,229.00	8,393.16			
A00.5.3120.401 Police - Office Supplies	16,830.81	11,237.04	10,000.00	3,746.73			
A00.5.3120.402 Police - Seminars/Confere	36,523.19	35,483.57	52,400.00	13,350.96			
A00.5.3120.403 Police-Association Dues	1,554.97	2,140.00	2,240.00	1,490.00			
A00.5.3120.404 Police - Books/Publicatio	8,696.77	7,875.74	10,730.00	4,510.36			
A00.5.3120.405 Police - Info Tech/Electr	8,083.13	10,554.09	10,699.99 (	4,472.39)			
A00.5.3120.406 Police-SPO Uniforms/Train	0.00	13,126.38	13,800.00	2,951.23			
A00.5.3120.407 Police-Cadet Post	0.00	668.66	3,200.00	0.00			
A00.5.3120.409 Police - Postage	696.29	558.21	1,200.00	19.69			
A00.5.3120.412 Police - Vehicle Repair	120,909.20	121,293.92	47,340.00 (	54,269.01)			
A00.5.3120.421 Police - Phone	27,124.79	22,818.06	30,140.00	6,663.69			
A00.5.3120.423 Police - Security Service	360.00	360.00	360.00	180.00			
A00.5.3120.424 Police - Building Lease	100,077.30	102,078.88	104,120.00	52,060.22			
A00.5.3120.425 Police - Building Mainten	10,573.87	23,704.74	3,250.00	323.40			
A00.5.3120.430 Police - Cleaning Supplie	2,393.27	1,946.10	3,500.00	1,393.36			
A00.5.3120.446 Police-Maintenance Contra	64,449.18	77,416.21	91,830.00	19,110.41			
A00.5.3120.447 Police-Grant Expenditures	88,235.51	164,221.25	0.00	1,389.70			
A00.5.3120.448 Police - Uniforms & Clean	42,289.39	50,093.38	65,354.00	11,404.28			
A00.5.3120.460 Police - Tuition Reimburs	0.00	7,570.52	10,000.00	2,097.05			
A00.5.3120.461 Police - Accreditation	25,817.00	37,178.00	40,498.00	12,893.51			
A00.5.3120.462 Police - Community Relati	3,073.92	6,267.13	8,000.00	1,736.92			
A00.5.3120.463 Police - CPSS	384.00	1,779.68	3,650.00	661.80			
A00.5.3120.464 Police - Protection Gear	39,375.93	45,899.44	55,429.21	20,875.38			
A00.5.3120.465 Police - Forensic	38,816.36	32,385.46	39,038.00	5,334.74			
TOTAL Police	5,289,173.96	6,122,599.65	6,686,691.22	2,407,272.47			
<u>Traffic Control</u>							
A00.5.3310.100 Traffic Control - Persona	12,038.26	13,630.13	18,362.50	8,121.22			
A00.5.3310.400 Traffic Control - Contrac	1,010.47	820.08	58,060.00	107.90			
TOTAL Traffic Control	13,048.73	14,450.21	76,422.50	8,229.12			
<u>Dog Control</u>							
A00.5.3510.400 Dog Control-Contractual	0.00	272.00	0.00	0.00			
A00.5.3510.401 Dog Control - Office Supp	324.45	699.50	700.00	0.00			
A00.5.3510.450 Dog Control-Contractual S	41,885.60	36,960.75	37,884.76	32,058.43			
TOTAL Dog Control	42,210.05	37,932.25	38,584.76	32,058.43			
<u>Transportation</u>							
A00.5.5010.100 Superintendent - Personal	135,088.94	145,499.99	233,385.00	63,539.96			
A00.5.5010.402 Sup of Highways-Seminars/	1,496.00	393.00	2,100.00	125.00			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

A00-General Fund Townwide

	(----- 2025 -----)				(----- 2026 -----)		
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
A00.5.5010.403 Sup of Highways-Associati	250.00	350.00	350.00	100.00			
A00.5.5010.405 Sup of Highways - Enginee	0.00	0.00	14,000.00	1,530.00			
TOTAL Transportation	136,834.94	146,242.99	249,835.00	65,294.96			
<u>Garage</u>							
A00.5.5132.400 Garage-Contractual	76,051.15	668.99	1,250.00	0.00			
A00.5.5132.405 Garage-IT	1,539.88	6,631.88	9,750.00	2,917.98			
A00.5.5132.420 Garage - Gas/Electric	16,485.96	14,720.85	40,000.00	13,230.20			
A00.5.5132.422 Garage - Water	1,921.26	2,096.12	2,700.00	670.90			
A00.5.5132.423 Garage - Fire Monitoring	1,931.00	1,959.00	1,680.00	1,179.00			
A00.5.5132.425 Garage-Building Maintenanc	254,538.12	158,295.80	18,400.00	4,089.52			
A00.5.5132.426 Garage - Dumpster	5,782.68	6,307.57	6,600.00	1,931.56			
A00.5.5132.430 Garage-Cleaning Supplies	2,244.90	4,164.97	3,500.00	1,667.89			
A00.5.5132.431 Garage - Landscaping	285.60	0.00	300.00	0.00			
A00.5.5132.446 Garage - Maintenance Cont	2,987.83	888.50	4,300.00	0.00			
A00.5.5132.447 Garage-Supplies/Water Sof	0.00	0.00	500.00	0.00			
A00.5.5132.448 Garage-Cold Storage Build	0.00	210,575.55	5,000.00	0.00			
A00.5.5132.449 Garage-Maintenance Buildi	0.00	0.00	433,150.00	290,478.15			
TOTAL Garage	363,768.38	406,309.23	527,130.00	316,165.20			
<u>Street Lighting</u>							
A00.5.5182.400 Street Lighting - Contrac	4,627.84	1,167.96	5,500.00	2,005.93			
TOTAL Street Lighting	4,627.84	1,167.96	5,500.00	2,005.93			
<u>Tree Commission</u>							
A00.5.6310.100 Tree Commission-Personal	0.00	0.00	1,800.00	0.00			
A00.5.6310.400 Tree Commission-Contractu	0.00	3,387.50	75,000.00	0.00			
A00.5.6310.402 Tree Commission-Seminars/	0.00	0.00	450.00	100.00			
A00.5.6310.447 Tree Commission-Supplies/	0.00	2,035.00	3,500.00	(731.05)			
TOTAL Tree Commission	0.00	5,422.50	80,750.00	(631.05)			
<u>Vet Services</u>							
A00.5.6510.400 Veteran Services - Contra	600.00	600.00	800.00	0.00			
TOTAL Vet Services	600.00	600.00	800.00	0.00			
<u>Recreation</u>							
A00.5.7310.100 Recreation - Personal Ser	306,324.28	339,133.14	379,216.50	91,367.75			
A00.5.7310.401 Recreation - Office Suppl	1,023.46	1,050.00	700.00	172.13			
A00.5.7310.402 Recreation-Seminars/Confe	6,038.83	11,120.80	11,550.00	(1,895.00)			
A00.5.7310.403 Recreation-Association Du	1,439.00	767.78	950.00	450.00			
A00.5.7310.405 Recreation - Registration	3,600.00	3,900.00	3,780.00	3,780.00			
A00.5.7310.408 Recreation-Printing/Adve(	688.73)	3,039.88	3,039.88	229.96			
A00.5.7310.410 Recreation - Program Expe	63,515.26	73,900.00	67,700.00	14,137.99			
A00.5.7310.415 Recreation - Mileage	1,593.45	1,592.80	2,226.00	139.16			
A00.5.7310.421 Recreation - Phone	784.51	1,840.00	1,840.00	295.91			
TOTAL Recreation	383,630.06	436,344.40	471,002.38	108,677.90			

(----- 2025 -----) (----- 2026 -----)

	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Museum</u>							
A00.5.7450.400 Museum - Contractual	8,000.00	8,000.00	8,000.00	8,000.00			
TOTAL Museum	8,000.00	8,000.00	8,000.00	8,000.00			
<u>Historian</u>							
A00.5.7510.400 Historian - Contractual	0.00	4,000.00	0.00	0.00			
TOTAL Historian	0.00	4,000.00	0.00	0.00			
<u>Environmental Control</u>							
<u>Cemeteries</u>							
A00.5.8810.400 Cemeteries - Contractual	495.00	0.00	500.00	0.00			
TOTAL Cemeteries	495.00	0.00	500.00	0.00			
<u>Employee Benefits</u>							
A00.5.9010.800 NYS Retirement	151,360.08	190,010.22	239,945.00	99,977.10			
A00.5.9015.800 Fire & Police Retirement	822,861.00	969,239.58	1,060,195.00	441,747.90			
A00.5.9030.800 FICA	442,456.58	475,510.72	613,241.75	220,875.79			
A00.5.9040.800 Workers' Compensation	51,164.75	74,536.44	70,300.00	32,516.52			
A00.5.9045.800 Life Insurance	5,387.88	4,617.75	5,200.00	2,629.39			
A00.5.9050.800 Unemployment Insurance	5,001.88	132.09	3,000.00	360.43			
A00.5.9055.800 Disability Insurance	4,481.33	5,422.84	6,000.00	6,961.11			
A00.5.9060.800 Health Insurance	2,016,234.14	1,916,821.00	2,134,355.00	907,379.86			
A00.5.9061.800 Health Insurance Opt-Out	35,866.24	35,000.00	56,400.00	27,426.54			
A00.5.9089.800 Employee Assistance Progr	1,701.05	3,401.39	3,500.00	1,700.34			
TOTAL Employee Benefits	3,536,514.93	3,674,692.03	4,192,136.75	1,727,652.76			
<u>Bond Anticipation Notes</u>							
TOTAL EXPENDITURES	12,486,960.00	13,160,683.41	15,466,529.40	5,984,670.83			
REVENUES OVER/(UNDER) EXPENDITURES	(2,120,224.37)	(290,372.50)	(2,614.00)	6,524,294.90			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

B00-General Fund Part Town

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
B00.4.1001 Real Property Taxes	165,216.00	177,320.00	140,860.16	140,860.16			
TOTAL REAL PROPERTY TAX	165,216.00	177,320.00	140,860.16	140,860.16			
<u>HOME & COMMUNITY SERVICES</u>							
B00.4.2110 Zoning Fees	4,300.00	2,900.00	2,500.00	900.00			
B00.4.2115 Planning Board Fees	1,800.00	3,288.00	2,000.00	2,200.00			
TOTAL HOME & COMMUNITY SERVICES	6,100.00	6,188.00	4,500.00	3,100.00			
<u>USE OF MONEY & PROPERTY</u>							
B00.4.2401 Earned Interest	15,188.26	14,651.49	3,000.00	2,679.29			
TOTAL USE OF MONEY & PROPERTY	15,188.26	14,651.49	3,000.00	2,679.29			
<u>LICENSES & PERMITS</u>							
B00.4.2555 Building & Alteration Per	343,762.96	76,348.30	370,000.00	129,280.00			
B00.4.2590 Permits, Other	1,545.00	1,270.00	0.00	630.00			
TOTAL LICENSES & PERMITS	345,307.96	77,618.30	370,000.00	129,910.00			
<u>SALE OF PROP/COMP F/LOSS</u>							
B00.4.2655 Minor Sales	480.00	2,400.00	0.00	150.00			
TOTAL SALE OF PROP/COMP F/LOSS	480.00	2,400.00	0.00	150.00			
<u>MISCELLANEOUS</u>							
B00.4.2770 Unclassified Revenue	3,100.00	12.00	0.00	0.00			
TOTAL MISCELLANEOUS	3,100.00	12.00	0.00	0.00			
<u>STATE AID</u>							
B00.4.3789.100 NYSEDA Grant	0.00	0.00	30,000.00	0.00			
TOTAL STATE AID	0.00	0.00	30,000.00	0.00			
<u>INTERFUND TRANSFERS</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	535,392.22	278,189.79	548,360.16	276,699.45			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

B00-General Fund Part Town

	(----- 2025 -----)				(----- 2026 -----)		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
Special Items							
Code Enforcement							
B00.5.3620.100 P & D - Personal Services	164,610.65	168,490.02	220,261.00	89,157.17			
B00.5.3620.200 P & D - Equipment	0.00	75,000.00	30,000.00	23,763.86			
B00.5.3620.400 P & D - Contractual	34,447.50	2,365.50	28,000.00	5,290.00			
B00.5.3620.401 P & D - Office Supplies	1,515.46	1,607.83	2,000.00	965.98			
B00.5.3620.402 P & D-Seminars/Conference	1,780.00	730.00	3,000.00	1,254.00			
B00.5.3620.403 P & D-Association Dues	425.00	865.00	930.00	745.00			
B00.5.3620.404 P & D - Books Publication	369.95	0.00	1,500.00	0.00			
B00.5.3620.405 P & D-IT	12,804.25	26,542.31	12,500.00	5,366.13			
B00.5.3620.409 P&D-Postage	0.00	0.00	750.00	0.00			
B00.5.3620.410 P & D - Engineer	11,790.62	29,009.00	27,500.00	(18,747.00)			
B00.5.3620.411 P & D-EV Charging	0.00	0.00	500.00	41.94			
B00.5.3620.416 P & D - Travel Expense	0.00	0.00	250.00	24.00			
B00.5.3620.421 P & D - Phone	1,320.10	1,509.62	1,415.28	604.73			
B00.5.3620.461 P & D-Uniforms & Cleaning	134.99	655.53	700.00	360.46			
B00.5.3620.462 P & D - Community Relatio	3,600.00	3,600.00	3,600.00	3,600.00			
TOTAL Code Enforcement	232,798.52	310,374.81	332,906.28	112,426.27			
Zoning Board							
B00.5.8010.100 Zoning - Personal Service	0.00	7,480.00	13,715.00	0.00			
B00.5.8010.401 Zoning - Office Supplies	29.25	19.63	450.00	164.50			
B00.5.8010.402 Zoning-Seminars/Conferenc	0.00	350.00	400.00	340.00			
B00.5.8010.408 Zoning-Printing/Advertisi	1,387.79	1,071.43	1,200.00	276.67			
B00.5.8010.450 Zoning - Attorney	4,998.00	5,015.00	4,000.00	1,785.00			
TOTAL Zoning Board	6,415.04	13,936.06	19,765.00	2,566.17			
Planning Board							
B00.5.8020.100 Planning - Personal Servi	35,180.80	28,484.00	37,910.00	0.00			
B00.5.8020.401 Planning - Office Supplie	43.47	518.88	720.00	199.60			
B00.5.8020.402 Planning-Seminars/Confere	375.00	830.00	2,000.00	510.00			
B00.5.8020.408 Planning-Printing/Adverti	371.24	409.94	800.00	248.01			
B00.5.8020.410 Planning - Engineer	12,473.60	19,566.03	15,000.00	4,731.72			
B00.5.8020.450 Planning - Attorney	12,173.70	15,414.60	20,000.00	15,971.33			
TOTAL Planning Board	60,617.81	65,223.45	76,430.00	21,660.66			
Employee Benefits							
B00.5.9010.800 P & D - NYS Retirement	8,354.00	15,657.67	17,798.00	7,415.85			
B00.5.9030.800 P & D - FICA	12,614.88	14,582.49	17,588.88	6,158.89			
B00.5.9040.800 P & D - Worker's Compensa	2,541.56	5,500.00	6,385.00	3,149.57			
B00.5.9055.800 P & D - Disability Insura	249.69	0.00	252.00	(2,038.20)			
B00.5.9060.800 P & D-Health Insurance	57,307.40	62,250.00	77,235.00	29,492.34			
TOTAL Employee Benefits	81,067.53	97,990.16	119,258.88	44,178.45			
TOTAL EXPENDITURES	380,898.90	487,524.48	548,360.16	180,831.55			
REVENUES OVER/ (UNDER) EXPENDITURES	154,493.32	(209,334.69)	0.00	95,867.90			

CM1-Police Special Revenue

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>POLICE-SPECIAL ITEMS</u>							
CM1.4.1589.93 Stop DWI - Quarterly Paym	18,039.21	0.00	0.00	7,426.20			
TOTAL POLICE-SPECIAL ITEMS	18,039.21	0.00	0.00	7,426.20			
<u>USE OF MONEY & PROPERTY</u>							
CM1.4.2401 Earned Interest	1,998.24	2,509.17	0.00	854.58			
TOTAL USE OF MONEY & PROPERTY	1,998.24	2,509.17	0.00	854.58			
<u>MISCELLANEOUS</u>							
CM1.4.2705.92 Donations	200.00	0.00	0.00	0.00			
TOTAL MISCELLANEOUS	200.00	0.00	0.00	0.00			
<u>STATE AID</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	20,237.45	2,509.17	0.00	8,280.78			

	(----- 2025 -----)				(----- 2026 -----)		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Police</u>							
CM1.5.3120.491 Drug Enforcement - Contr(	3,312.97)	1,680.00	0.00	0.00			
CM1.5.3120.493 DWI Equipment - Contract	9,830.62	3,645.92	0.00	713.00			
CM1.5.3120.494 AED-Contractual	<u>1,890.00</u>	<u>(1,357.76)</u>	<u>0.00</u>	<u>0.00</u>			
TOTAL Police	8,407.65	3,968.16	0.00	713.00			
TOTAL EXPENDITURES	8,407.65	3,968.16	0.00	713.00			
REVENUES OVER/(UNDER) EXPENDITURES	11,829.80	(1,458.99)	0.00	7,567.78			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

CM2-MS4 Flood Water Study

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
CM2.4.2401 Earned Interest	125.78	165.14	0.00	52.54			
TOTAL USE OF MONEY & PROPERTY	125.78	165.14	0.00	52.54			
<u>MISCELLANEOUS</u>							
<u>FEDERAL AID</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	125.78	165.14	0.00	52.54			

CM2-MS4 Flood Water Study

	(----- 2025 -----) (----- 2026 -----)						
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
Flood Water Study							
REVENUES OVER/ (UNDER) EXPENDITURES	125.78	165.14	0.00	52.54			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

CM3-Sustainable Manlius

(----- 2025 -----) (----- 2026 -----)							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
CM3.4.2401 Earned Interest	327.31	810.60	0.00	725.38			
TOTAL USE OF MONEY & PROPERTY	327.31	810.60	0.00	725.38			
<u>MISCELLANEOUS</u>							
CM3.4.2705 Donations	8,425.00	51,850.00	0.00	0.00			
TOTAL MISCELLANEOUS	8,425.00	51,850.00	0.00	0.00			
<u>STATE AID</u>							
CM3.4.3010 NYSERDA Grant	0.00	2,500.00	10,000.00	0.00			
CM3.4.3011 Climate Smart Grant	14,249.99	8,000.01	0.00	0.00			
CM3.4.3012 Watershed Stewards	820.00	0.00	0.00	0.00			
CM3.4.3013 EarthFest	0.00	11,351.00	2,503.00	2,553.00			
TOTAL STATE AID	15,069.99	21,851.01	12,503.00	2,553.00			
TOTAL REVENUES	23,822.30	74,511.61	12,503.00	3,278.38			

			(----- 2025 -----) (----- 2026 -----)				
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Subsustainable Manlius</u>							
CM3.5.6789.200 Sustain Manlius - Equipme	161.99	0.00	10,000.00	10,000.00			
CM3.5.6789.400 Sustain Manlius - Contrac	<u>25,237.31</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			
TOTAL Subsustainable Manlius	25,399.30	0.00	10,000.00	10,000.00			
<u>EarthFest</u>							
CM3.5.6791.401 EarthFest Expenses	<u>0.00</u>	<u>9,184.68</u>	<u>2,503.00</u>	<u>2,051.03</u>			
TOTAL EarthFest	0.00	9,184.68	2,503.00	2,051.03			
TOTAL EXPENDITURES	25,399.30	9,184.68	12,503.00	12,051.03			
REVENUES OVER/(UNDER) EXPENDITURES	(1,577.00)	65,326.93	0.00	(8,772.65)			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

CM4-Court Special Revenue

(----- 2025 -----) (----- 2026 -----)							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>GENERAL GOVERNMENT</u>							
CM4.4.1289 DWI Arraignments	<u>730.00</u>	<u>880.00</u>	<u>0.00</u>	<u>380.00</u>			
TOTAL GENERAL GOVERNMENT	<u>730.00</u>	<u>880.00</u>	<u>0.00</u>	<u>380.00</u>			
<u>USE OF MONEY & PROPERTY</u>							
CM4.4.2401 Earned Interest	<u>92.03</u>	<u>93.06</u>	<u>0.00</u>	<u>35.30</u>			
TOTAL USE OF MONEY & PROPERTY	<u>92.03</u>	<u>93.06</u>	<u>0.00</u>	<u>35.30</u>			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	822.03	973.06	0.00	415.30			

	2023	2024	(----- 2025 -----)		(----- 2026 -----)		
EXPENDITURES	ACTUAL	ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Justices</u>							
CM4.5.1110.400 Justices - Contractual	496.40	1,442.90	0.00	0.00			
TOTAL Justices	496.40	1,442.90	0.00	0.00			
TOTAL EXPENDITURES	496.40	1,442.90	0.00	0.00			
REVENUES OVER/ (UNDER) EXPENDITURES	325.63 (	469.84)	0.00	415.30			

CM5-Parkland Trust

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>OTHER RECREATION REVENUE</u>							
<u>USE OF MONEY & PROPERTY</u>							
CM5.4.2401 Earned Interest	<u>1,227.81</u>	<u>1,612.02</u>	<u>0.00</u>	<u>512.83</u>			
TOTAL USE OF MONEY & PROPERTY	<u>1,227.81</u>	<u>1,612.02</u>	<u>0.00</u>	<u>512.83</u>			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	1,227.81	1,612.02	0.00	512.83			

(----- 2025 -----) (----- 2026 -----)

		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
REVENUES	OVER/ (UNDER) EXPENDITURES	1,227.81	1,612.02	0.00	512.83			

CM6-Watershed Stewards

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
CM6.4.2401 Earned Interest	0.00	0.01	0.00	0.00			
TOTAL USE OF MONEY & PROPERTY	0.00	0.01	0.00	0.00			
<u>MISCELLANEOUS</u>							
CM6.4.2705 Donations	0.00	35.04	1,000.00	(10.04)			
TOTAL MISCELLANEOUS	0.00	35.04	1,000.00	(10.04)			
TOTAL REVENUES	0.00	35.05	1,000.00	(10.04)			

			(----- 2025 -----)			(----- 2026 -----)	
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
Watershed Stewards							
CM6.5.6790.401 Watershed Stewards-Contra	0.00	0.00	1,000.00	0.00			
TOTAL Watershed Stewards	0.00	0.00	1,000.00	0.00			
TOTAL EXPENDITURES	0.00	0.00	1,000.00	0.00			
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	35.05	0.00	(10.04)			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

DA0-Highway Fund Townwide

			2025		2026		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>REAL PROPERTY TAX</u>							
DA0.4.1001 Real Property Taxes	2,368,077.00	2,438,713.00	2,394,907.53	2,394,850.05			
TOTAL REAL PROPERTY TAX	2,368,077.00	2,438,713.00	2,394,907.53	2,394,850.05			
<u>Onondaga County</u>							
DA0.4.2300 Transportation Services	97,345.53	100,265.89	100,782.56	51,636.92			
TOTAL Onondaga County	97,345.53	100,265.89	100,782.56	51,636.92			
<u>USE OF MONEY & PROPERTY</u>							
DA0.4.2401 Earned Interest	61,490.86	102,676.92	1,000.00	29,161.09			
TOTAL USE OF MONEY & PROPERTY	61,490.86	102,676.92	1,000.00	29,161.09			
<u>SALE OF PROP/COMP F/LOSS</u>							
DA0.4.2650 Sales of Scrap & Material	1,502.77	2,764.38	1,000.00	0.00			
DA0.4.2665 Sale of Equipment	47,587.50	0.00	60,000.00	0.00			
TOTAL SALE OF PROP/COMP F/LOSS	49,090.27	2,764.38	61,000.00	0.00			
<u>MISCELLANEOUS</u>							
<u>STATE AID</u>							
DA0.4.3500 WIRP - Winter Severity Ai	49,763.66	49,763.66	0.00	0.00			
TOTAL STATE AID	49,763.66	49,763.66	0.00	0.00			
<u>SUBSIDIARY REVENUE</u>							
DA0.4.9600 Appropriations	0.00	0.00	400,000.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	400,000.00	0.00			
TOTAL REVENUES	2,625,767.32	2,694,183.85	2,957,690.09	2,475,648.06			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

DA0-Highway Fund Townwide

	((----- 2025 -----))				((----- 2026 -----))		
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Perm Improve Highway</u>							
DA0.5.5112.200 Perm Improve Highway	49,763.66	49,763.66	0.00	0.00			
TOTAL Perm Improve Highway	49,763.66	49,763.66	0.00	0.00			
<u>Machinery</u>							
DA0.5.5130.200 Machinery - Equipment	131,785.04	220,334.60	258,561.00	156,318.17			
DA0.5.5130.411 Machinery - Vehicle Expen	94,669.13	79,328.39	142,800.00	52,211.11			
DA0.5.5130.440 Machinery-Equipment	33,144.95	41,301.20	76,500.00	20,775.48			
DA0.5.5130.447 Machinery-Shop Supplies	15,689.77	13,032.03	10,710.00	6,716.17			
DA0.5.5130.473 Machinery - Shop Tools	8,829.11	5,819.03	7,280.00	1,555.58			
DA0.5.5130.474 Machinery - Tires	1,668.00	903.95	4,600.00	117.50			
TOTAL Machinery	285,786.00	360,719.20	500,451.00	237,694.01			
<u>Brush & Weeds</u>							
DA0.5.5140.100 Brush & Weeds-Personal Se	47,657.62	74,039.20	53,405.60	53,286.42			
DA0.5.5140.101 Brush & Weeds - Overtime	2,287.82	830.31	3,741.90	2,474.17			
DA0.5.5140.400 Brush & Weeds-Contractual	0.00	16.47	100.00	0.00			
DA0.5.5140.408 Brush & Weeds-Printing/Ad	0.00	0.00	75.00	0.00			
DA0.5.5140.410 Brush & Weeds - Fuel	4,466.51	605.48	4,250.00	4,144.92			
DA0.5.5140.440 Brush & Weeds-Equipment R	471.42	567.90	765.00	122.73			
DA0.5.5140.473 Brush & Weeds - Tools	448.50	2,637.95	1,000.00	921.99			
DA0.5.5140.490 Brush & Weeds-Contractual	54,930.25	65,393.88	67,000.00	15,750.00			
TOTAL Brush & Weeds	110,262.12	144,091.19	130,337.50	76,700.23			
<u>Snow Removal</u>							
DA0.5.5142.100 Snow Removal - Personal S	620,993.16	647,991.05	681,951.36	454,245.99			
DA0.5.5142.101 Snow Removal - Overtime	107,062.14	123,378.37	205,254.20	137,633.61			
DA0.5.5142.102 Snow Removal - Double Tim	12,981.40	36,600.37	64,077.12	50,324.16			
DA0.5.5142.400 Snow Removal-Contractual	888.03	202.50	975.00	0.00			
DA0.5.5142.401 Snow Removal - Office Sup	1,909.46	1,831.40	1,600.00	400.57			
DA0.5.5142.404 Snow Removal-Books/Public	138.94	138.94	260.00	0.00			
DA0.5.5142.408 Snow Removal-Printing/Adv	0.00	0.00	104.00	0.00			
DA0.5.5142.410 Snow Removal-Fuel	29,521.19	46,630.00	96,000.00	40,718.51			
DA0.5.5142.421 Snow Removal - Phones/Pag	1,530.63	1,452.14	1,769.00	605.37			
DA0.5.5142.430 Snow Removal - Cleaning S	1,043.50	264.74	5,722.00	14.38			
DA0.5.5142.440 Snow Removal - Radios/CB'	1,584.16	1,839.50	2,185.00	0.00			
DA0.5.5142.441 Snow Removal-Safety/Train	5,727.93	4,368.83	7,000.00	2,312.57			
DA0.5.5142.447 Snow Removal - Shop Suppl	15,163.48	6,296.61	39,422.00	990.05			
DA0.5.5142.448 Snow Removal-Uniforms & C	14,010.00	14,898.19	15,606.00	6,796.55			
DA0.5.5142.470 Snow Removal - Materials	382,592.27	465,993.81	522,836.00	237,461.19			
DA0.5.5142.471 Snow Removal - Repairs	24,133.30	35,004.45	39,737.00	22,854.11			
DA0.5.5142.472 Snow Removal - Plow/Sand	171,633.33	123,342.51	185,904.00	(58,518.42)			
DA0.5.5142.474 Snow Removal - Tires	28,361.68	19,988.55	19,768.00	2,549.33			
TOTAL Snow Removal	1,419,274.60	1,530,221.96	1,890,170.68	898,387.97			

			(----- 2025 -----)	(----- 2026 -----)			
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Employee Benefits</u>							
DA0.5.9010.800 NYS Retirement	82,979.00	100,292.90	105,540.00	43,975.00			
DA0.5.9030.800 FICA	56,320.24	62,666.40	77,144.91	49,831.12			
DA0.5.9040.800 Worker's Compensation	20,346.69	30,921.26	28,100.00	13,662.32			
DA0.5.9055.800 Disability Insurance	903.97	2,300.55)	1,110.00	378.49			
DA0.5.9060.800 Health Insurance	170,686.68	208,765.48	222,336.00	186,483.93			
DA0.5.9061.800 Health Insurance Opt-Out	2,215.44	1,800.04	2,500.00	623.07			
TOTAL Employee Benefits	333,452.02	402,145.53	436,730.91	294,953.93			
<u>Debt Service</u>							
<u>Transfer to Capital Proj</u>							
TOTAL EXPENDITURES	2,198,538.40	2,486,941.54	2,957,690.09	1,507,736.14			
REVENUES OVER/(UNDER) EXPENDITURES	427,228.92	207,242.31	0.00	967,911.92			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

DB0-Highway -Part Town

((----- 2025 -----)) ((----- 2026 -----))							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
DB0.4.1001 Real Property Taxes	1,983,580.95	1,993,867.96	2,226,816.87	2,226,948.15			
TOTAL REAL PROPERTY TAX	1,983,580.95	1,993,867.96	2,226,816.87	2,226,948.15			
<u>USE OF MONEY & PROPERTY</u>							
DB0.4.2401 Earned Interest	50,144.90	70,736.92	1,000.00	28,016.14			
TOTAL USE OF MONEY & PROPERTY	50,144.90	70,736.92	1,000.00	28,016.14			
<u>SALE OF PROP/COMP F/LOSS</u>							
<u>MISCELLANEOUS</u>							
<u>STATE AID</u>							
DB0.4.3500 Extreme Winter Recovery	0.00	0.00	49,763.66	0.00			
DB0.4.3501 CHIPS Program	358,912.10	360,537.83	340,125.30	0.00			
TOTAL STATE AID	358,912.10	360,537.83	389,888.96	0.00			
<u>FEDERAL AID</u>							
<u>INTERFUND TRANSFERS</u>							
<u>SUBSIDIARY REVENUE</u>							
DB0.4.9600 Appropriations	0.00	0.00	50,000.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	50,000.00	0.00			
TOTAL REVENUES	2,392,637.95	2,425,142.71	2,667,705.83	2,254,964.29			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

DB0-Highway -Part Town

	2023	2024	2025	2026			
EXPENDITURES	ACTUAL	ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
General Repairs							
DB0.5.5110.100 General Repairs-Personal	643,239.10	637,951.59	735,872.80	106,589.71			
DB0.5.5110.101 General Repairs - Overti	18,054.01	14,634.91	18,542.82	3,847.29			
DB0.5.5110.102 General Repairs - Doublet	266.77	0.00	808.56	0.00			
DB0.5.5110.400 General Repairs-Contractu	214.42	146.74	500.00	64.94			
DB0.5.5110.408 General Repairs-Printing/	0.00	0.00	60.00	0.00			
DB0.5.5110.410 General Repairs - Diesel	64,767.51	56,102.58	63,750.00	14,473.61			
DB0.5.5110.430 General Repairs - Stop Ch	7,947.15	9,062.90	8,000.00	3,929.49			
DB0.5.5110.441 General Repairs-Safety/Tr	0.00	1,198.48	1,000.00	390.00			
DB0.5.5110.450 General Repairs - Contrac	603,975.74	576,302.74	425,402.00	5,000.00			
DB0.5.5110.472 General Repairs - Signs	12,790.09	16,539.90	14,500.00	6,517.89			
DB0.5.5110.473 General Repairs - Road To	801.76	2,132.13	1,000.00	1,117.65			
DB0.5.5110.474 General Repairs - Tires	8,116.12	5,344.51	5,722.00	0.00			
DB0.5.5110.475 General Repairs - Road Re	284,831.32	314,965.14	890,408.00	16,619.09			
DB0.5.5110.476 General Repairs - Road Pa	27,112.12	34,400.30	37,550.00	9,460.00			
DB0.5.5110.477 General Repairs-Equipment	0.00	0.00	1,000.00	0.00			
DB0.5.5110.478 General Repairs-Drainage	52,968.18	48,787.04	46,229.00	7,699.81			
TOTAL General Repairs	1,725,084.29	1,717,568.96	2,250,345.18	175,709.48			
Perm Improve Highway							
DB0.5.5112.200 Perm Improve Highway	358,912.10	360,537.83	0.00	0.00			
TOTAL Perm Improve Highway	358,912.10	360,537.83	0.00	0.00			
Employee Benefits							
DB0.5.9010.800 NYS Retirement	82,979.00	100,292.90	105,540.00	43,975.00			
DB0.5.9030.800 FICA	46,485.06	44,780.89	57,774.65	7,664.58			
DB0.5.9040.800 Worker's Compensation	20,346.69	30,921.26	28,100.00	13,662.32			
DB0.5.9055.800 Disability Insurance	1,260.01	750.25	1,110.00	181.22			
DB0.5.9060.800 Health Insurance	170,686.68	201,756.20	222,336.00	0.00			
DB0.5.9061.800 Health Insurance Opt-Out	2,400.06	1,223.11	2,500.00	138.46			
TOTAL Employee Benefits	324,157.50	378,224.11	417,360.65	65,621.58			
TOTAL EXPENDITURES	2,408,153.89	2,456,330.90	2,667,705.83	241,331.06			
REVENUES OVER/(UNDER) EXPENDITURES	(15,515.94)	(31,188.19)	0.00	2,013,633.23			

HA0-Landfill Capital Fund

	(----- 2025 -----) (----- 2026 -----)						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
HA0.4.2401 Earned Interest	664.03	871.83	0.00	277.34			
TOTAL USE OF MONEY & PROPERTY	664.03	871.83	0.00	277.34			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	664.03	871.83	0.00	277.34			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

HA0-Landfill Capital Fund

	(----- 2025 -----) (----- 2026 -----)						
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
Landfill Closure/Refuse							
REVENUES OVER/ (UNDER) EXPENDITURES	664.03	871.83	0.00	277.34			

SD1-Consolidated Drainage #1

		(----- 2025 -----) (----- 2026 -----)						
		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>REAL PROPERTY TAX</u>								
SD1.4.1001	Real Property Taxes	65,775.00	131,500.00	131,500.00	131,500.00			
TOTAL REAL PROPERTY TAX		65,775.00	131,500.00	131,500.00	131,500.00			
<u>USE OF MONEY & PROPERTY</u>								
SD1.4.2401	Earned Interest	3,255.79	0.00	0.00	827.99			
TOTAL USE OF MONEY & PROPERTY		3,255.79	0.00	0.00	827.99			
<u>SUBSIDIARY REVENUE</u>								
TOTAL REVENUES		69,030.79	131,500.00	131,500.00	132,327.99			

		2025			2026			
		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Drainage</u>								
SD1.5.8540.400	Drainage - Contractual	494,420.00	0.00	131,500.00	0.00			
TOTAL Drainage		494,420.00	0.00	131,500.00	0.00			
TOTAL EXPENDITURES		494,420.00	0.00	131,500.00	0.00			
REVENUES OVER/ (UNDER) EXPENDITURES		(425,389.21)	131,500.00	0.00	132,327.99			

SD2-Donsolidated Drainage #2

(----- 2025 -----) (----- 2026 -----)							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SD2.4.1001 Real Property Taxes	34,397.47	172,125.00	172,000.00	172,000.00			
TOTAL REAL PROPERTY TAX	34,397.47	172,125.00	172,000.00	172,000.00			
<u>USE OF MONEY & PROPERTY</u>							
SD2.4.2401 Earned Interest	6,316.15	13,850.16	0.00	5,359.08			
TOTAL USE OF MONEY & PROPERTY	6,316.15	13,850.16	0.00	5,359.08			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	40,713.62	185,975.16	172,000.00	177,359.08			

	2023	2024	2025			2026	
EXPENDITURES	ACTUAL	ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Drainage</u>							
SD2.5.8540.400 Drainage - Contractual	8,000.00	4,136.00	172,000.00	13,780.62			
TOTAL Drainage	8,000.00	4,136.00	172,000.00	13,780.62			
TOTAL EXPENDITURES							
	8,000.00	4,136.00	172,000.00	13,780.62			
REVENUES OVER/ (UNDER) EXPENDITURES	32,713.62	181,839.16	0.00	163,578.46			

SD3-Consolidated Drainage #3

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SD3.4.1001 Real Property Taxes	88,218.56	44,243.75	88,862.50	88,862.50			
TOTAL REAL PROPERTY TAX	88,218.56	44,243.75	88,862.50	88,862.50			
<u>USE OF MONEY & PROPERTY</u>							
SD3.4.2401 Earned Interest	13,842.99	17,731.52	0.00	5,492.93			
TOTAL USE OF MONEY & PROPERTY	13,842.99	17,731.52	0.00	5,492.93			
<u>INTERFUND TRANSFERS</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	102,061.55	61,975.27	88,862.50	94,355.43			

	2023	2024	2025		2026		
			CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Drainage</u>							
SD3.5.8540.400 Drainage - Contractual	3,210.00	1,947.50	88,862.50	0.00			
TOTAL Drainage	3,210.00	1,947.50	88,862.50	0.00			
<u>TOTAL EXPENDITURES</u>							
	3,210.00	1,947.50	88,862.50	0.00			
REVENUES OVER/ (UNDER) EXPENDITURES	98,851.55	60,027.77	0.00	94,355.43			

SF1-Fayetteville Fire Protect

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SF1.4.1001 Real Property Taxes	<u>1,994,113.86</u>	<u>2,056,844.17</u>	<u>2,088,524.00</u>	<u>2,088,417.96</u>			
TOTAL REAL PROPERTY TAX	1,994,113.86	2,056,844.17	2,088,524.00	2,088,417.96			
<u>USE OF MONEY & PROPERTY</u>							
SF1.4.2401 Earned Interest	<u>88.16</u>	<u>102.51</u>	<u>0.00</u>	<u>1,934.94</u>			
TOTAL USE OF MONEY & PROPERTY	88.16	102.51	0.00	1,934.94			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	1,994,202.02	2,056,946.68	2,088,524.00	2,090,352.90			

	(----- 2025 -----) (----- 2026 -----)						
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Fire Protection</u>							
SF1.5.3410.400 Fire Protection - Contrac	1,994,075.00	2,056,921.00	1,937,618.00	1,937,618.00			
TOTAL Fire Protection	1,994,075.00	2,056,921.00	1,937,618.00	1,937,618.00			
<u>Ambulance/EMS</u>							
SF1.5.4540.400 Fayetteville-Ambulance/EM	0.00	0.00	150,906.00	150,906.00			
TOTAL Ambulance/EMS	0.00	0.00	150,906.00	150,906.00			
TOTAL EXPENDITURES	1,994,075.00	2,056,921.00	2,088,524.00	2,088,524.00			
REVENUES OVER/(UNDER) EXPENDITURES	127.02	25.68	0.00	1,828.90			

SF2-Manlius Fire Protection

		(----- 2025 -----)				(----- 2026 -----)		
REVENUES		2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>								
SF2.4.1001	Real Property Taxes	<u>1,582,472.29</u>	<u>1,836,639.32</u>	<u>1,846,222.73</u>	<u>1,846,236.50</u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REAL PROPERTY TAX		1,582,472.29	1,836,639.32	1,846,222.73	1,846,236.50			
<u>USE OF MONEY & PROPERTY</u>								
SF2.4.2401	Earned Interest	<u>333.18</u>	<u>326.55</u>	<u>0.00</u>	<u>1,767.65</u>	<u> </u>	<u> </u>	<u> </u>
TOTAL USE OF MONEY & PROPERTY		333.18	326.55	0.00	1,767.65			
<u>SUBSIDIARY REVENUE</u>								
TOTAL REVENUES		1,582,805.47	1,836,965.87	1,846,222.73	1,848,004.15			

	(----- 2025 -----) (----- 2026 -----)						
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
Fire Protection							
SF2.5.3410.400 Fire Protection - Contrac	1,582,416.55	1,839,164.44	609,253.50	609,253.50			
TOTAL Fire Protection	1,582,416.55	1,839,164.44	609,253.50	609,253.50			
Ambulance/EMS							
SF2.5.4540.400 Manlius-Ambulance/EMS	0.00	0.00	1,236,969.23	1,236,969.23			
TOTAL Ambulance/EMS	0.00	0.00	1,236,969.23	1,236,969.23			
TOTAL EXPENDITURES	1,582,416.55	1,839,164.44	1,846,222.73	1,846,222.73			
REVENUES OVER/(UNDER) EXPENDITURES	388.92	(2,198.57)	0.00	1,781.42			

SF3-Minoa Fire Protection

		(----- 2025 -----)				(----- 2026 -----)		
REVENUES		2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>								
SF3.4.1001	Real Property Taxes	<u>1,241,734.14</u>	<u>1,225,039.44</u>	<u>1,539,307.00</u>	<u>1,539,344.64</u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REAL PROPERTY TAX		1,241,734.14	1,225,039.44	1,539,307.00	1,539,344.64			
<u>USE OF MONEY & PROPERTY</u>								
SF3.4.2401	Earned Interest	<u>51.73</u>	<u>63.68</u>	<u>0.00</u>	<u>1,484.13</u>	<u> </u>	<u> </u>	<u> </u>
TOTAL USE OF MONEY & PROPERTY		51.73	63.68	0.00	1,484.13			
<u>SUBSIDIARY REVENUE</u>		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL REVENUES		1,241,785.87	1,225,103.12	1,539,307.00	1,540,828.77			

(----- 2025 -----) (----- 2026 -----)

EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Fire Protection</u>							
SF3.5.3410.400 Fire Protection - Contrac	1,241,693.00	1,225,001.00	1,146,429.00	1,146,429.00			
TOTAL Fire Protection	1,241,693.00	1,225,001.00	1,146,429.00	1,146,429.00			
<u>Ambulance/EMS</u>							
SF3.5.4540.400 Minoa-Ambulance/EMS	0.00	0.00	392,878.00	392,878.00			
TOTAL Ambulance/EMS	0.00	0.00	392,878.00	392,878.00			
TOTAL EXPENDITURES	1,241,693.00	1,225,001.00	1,539,307.00	1,539,307.00			
REVENUES OVER/ (UNDER) EXPENDITURES	92.87	102.12	0.00	1,521.77			

SF4-Kirkville Fire Department

	----- 2025 -----				----- 2026 -----		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SF4.4.1001 Real Property Taxes	238,815.25	245,069.88	251,170.00	251,175.89			
TOTAL REAL PROPERTY TAX	238,815.25	245,069.88	251,170.00	251,175.89			
<u>USE OF MONEY & PROPERTY</u>							
SF4.4.2401 Earned Interest	0.39	0.70	0.00	229.85			
TOTAL USE OF MONEY & PROPERTY	0.39	0.70	0.00	229.85			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	238,815.64	245,070.58	251,170.00	251,405.74			

	(----- 2025 -----) (----- 2026 -----)						
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Fire Protection</u>							
SF4.5.3410.400 Kirkville Fire - Contract	238,807.00	245,069.00	251,170.00	251,170.00			
TOTAL Fire Protection	238,807.00	245,069.00	251,170.00	251,170.00			
<u>TOTAL EXPENDITURES</u>							
	238,807.00	245,069.00	251,170.00	251,170.00			
REVENUES OVER/(UNDER) EXPENDITURES	8.64	1.58	0.00	235.74			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

SL1-Overhead Lighting

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SL1.4.1001 Real Property Taxes	25,010.11	25,012.27	18,000.00	18,023.83			
TOTAL REAL PROPERTY TAX	25,010.11	25,012.27	18,000.00	18,023.83			
<u>USE OF MONEY & PROPERTY</u>							
SL1.4.2401 Earned Interest	533.56	691.54	0.00	228.94			
TOTAL USE OF MONEY & PROPERTY	533.56	691.54	0.00	228.94			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	25,543.67	25,703.81	18,000.00	18,252.77			

SL1-Overhead Lighting

		(----- 2025 -----)			(----- 2026 -----)			
		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Street Lighting</u>								
SL1.5.5182.400	Street Lighting - Contrac	22,933.77	20,845.78	18,000.00	8,184.69			
TOTAL Street Lighting		22,933.77	20,845.78	18,000.00	8,184.69			
TOTAL EXPENDITURES		22,933.77	20,845.78	18,000.00	8,184.69			
REVENUES OVER/(UNDER) EXPENDITURES		2,609.90	4,858.03	0.00	10,068.08			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

SL2-Underground Lighting

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SL2.4.1001 Real Property Taxes	33,004.28	30,007.53	26,000.00	26,008.58			
TOTAL REAL PROPERTY TAX	33,004.28	30,007.53	26,000.00	26,008.58			
<u>USE OF MONEY & PROPERTY</u>							
SL2.4.2401 Earned Interest	506.25	872.78	0.00	296.12			
TOTAL USE OF MONEY & PROPERTY	506.25	872.78	0.00	296.12			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	33,510.53	30,880.31	26,000.00	26,304.70			

(----- 2025 -----) (----- 2026 -----)

EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Street Lighting</u>							
SL2.5.5182.400 Street Lighting - Contract	27,894.27	29,071.84	26,000.00	11,198.44			
TOTAL Street Lighting	27,894.27	29,071.84	26,000.00	11,198.44			
TOTAL EXPENDITURES	27,894.27	29,071.84	26,000.00	11,198.44			
REVENUES OVER/ (UNDER) EXPENDITURES	5,616.26	1,808.47	0.00	15,106.26			

SL3-Entry Lighting

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SL3.4.1001 Real Property Taxes	1,703.96	1,502.22	900.00	902.30			
TOTAL REAL PROPERTY TAX	1,703.96	1,502.22	900.00	902.30			
<u>USE OF MONEY & PROPERTY</u>							
SL3.4.2401 Earned Interest	162.37	196.02	0.00	51.83			
TOTAL USE OF MONEY & PROPERTY	162.37	196.02	0.00	51.83			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	1,866.33	1,698.24	900.00	954.13			

(----- 2025 -----) (----- 2026 -----)

EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Street Lighting</u>							
SL3.5.5182.400 Street Lighting - Contract	1,342.81	1,388.52	900.00	541.72			
TOTAL Street Lighting	1,342.81	1,388.52	900.00	541.72			
TOTAL EXPENDITURES	1,342.81	1,388.52	900.00	541.72			
REVENUES OVER/(UNDER) EXPENDITURES	523.52	309.72	0.00	412.41			

SL4-Garden Park Lighting

	(----- 2025 -----) (----- 2026 -----)						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SL4.4.1001 Real Property Taxes	10,000.91	9,000.74	7,600.00	7,600.81			
TOTAL REAL PROPERTY TAX	10,000.91	9,000.74	7,600.00	7,600.81			
<u>USE OF MONEY & PROPERTY</u>							
SL4.4.2401 Earned Interest	102.29	187.89	0.00	69.70			
TOTAL USE OF MONEY & PROPERTY	102.29	187.89	0.00	69.70			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	10,103.20	9,188.63	7,600.00	7,670.51			

SL4-Garden Park Lighting

	2025				2026	
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET
Street Lighting						
SL4.5182.400 Street Lighting - Contrac	8,258.92	8,595.89	7,600.00	3,126.50		
TOTAL Street Lighting	8,258.92	8,595.89	7,600.00	3,126.50		
TOTAL EXPENDITURES	8,258.92	8,595.89	7,600.00	3,126.50		
REVENUES OVER/ (UNDER) EXPENDITURES	1,844.28	592.74	0.00	4,544.01		
	=====	=====	=====	=====	=====	=====

SL5-Ratnour Bridge Lighting

		(----- 2025 -----)				(----- 2026 -----)		
REVENUES		2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>								
SL5.4.1001	Real Property Taxes	37,011.59	32,008.53	27,000.00	27,005.38			
TOTAL REAL PROPERTY TAX		37,011.59	32,008.53	27,000.00	27,005.38			
<u>USE OF MONEY & PROPERTY</u>								
SL5.4.2401	Earned Interest	917.46	1,481.36	0.00	451.45			
TOTAL USE OF MONEY & PROPERTY		917.46	1,481.36	0.00	451.45			
<u>SUBSIDIARY REVENUE</u>								
TOTAL REVENUES		37,929.05	33,489.89	27,000.00	27,456.83			

		(----- 2025 -----)			(----- 2026 -----)		
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>Street Lighting</u>							
SL5.5.5182.400 Street Lighting - Contract	30,625.64	31,594.80	27,000.00	12,023.30			
TOTAL Street Lighting	30,625.64	31,594.80	27,000.00	12,023.30			
TOTAL EXPENDITURES	30,625.64	31,594.80	27,000.00	12,023.30			
REVENUES OVER/(UNDER) EXPENDITURES	7,303.41	1,895.09	0.00	15,433.53			

SR1-Manlius Res Trash Dist

(----- 2025 -----) (----- 2026 -----)							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SR1.4.1001 Real Property Taxes	2,493,813.36	2,489,130.00	2,487,600.00	2,489,220.00			
TOTAL REAL PROPERTY TAX	2,493,813.36	2,489,130.00	2,487,600.00	2,489,220.00			
<u>USE OF MONEY & PROPERTY</u>							
SR1.4.2401 Earned Interest	20,013.90	33,588.22	0.00	16,598.50			
TOTAL USE OF MONEY & PROPERTY	20,013.90	33,588.22	0.00	16,598.50			
<u>SUBSIDIARY REVENUE</u>							
SR1.4.9600 Appropriations	0.00	0.00	41,564.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	41,564.00	0.00			
TOTAL REVENUES	2,513,827.26	2,522,718.22	2,529,164.00	2,505,818.50			

			(----- 2025 -----)		(----- 2026 -----)		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Landfill Closure/Refuse</u>							
SR1.5.8160.100 Refuse - Personal Service	8,907.84	8,970.26	12,913.00	5,463.02			
SR1.5.8160.400 Refuse - Contractual	<u>2,466,978.00</u>	<u>2,509,222.08</u>	<u>2,512,131.00</u>	<u>1,046,721.05</u>			
TOTAL Landfill Closure/Refuse	2,475,885.84	2,518,192.34	2,525,044.00	1,052,184.07			
<u>Employee Benefits</u>							
SR1.5.9030.800 FICA	0.00	0.00	988.00	377.63			
SR1.5.9060.800 Health Insurance	<u>2,230.44</u>	<u>3,011.88</u>	<u>3,132.00</u>	<u>1,254.95</u>			
TOTAL Employee Benefits	2,230.44	3,011.88	4,120.00	1,632.58			
TOTAL EXPENDITURES	2,478,116.28	2,521,204.22	2,529,164.00	1,053,816.65			
REVENUES OVER/(UNDER) EXPENDITURES	35,710.98	1,514.00	0.00	1,452,001.85			

SR2-Manlius Res Brush Dist

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SR2.4.1001 Real Property Taxes	318,408.10	319,705.50	328,725.00	328,927.50			
TOTAL REAL PROPERTY TAX	318,408.10	319,705.50	328,725.00	328,927.50			
<u>USE OF MONEY & PROPERTY</u>							
SR2.4.2401 Earned Interest	2,591.64	4,738.25	0.00	2,329.05			
TOTAL USE OF MONEY & PROPERTY	2,591.64	4,738.25	0.00	2,329.05			
<u>SUBSIDIARY REVENUE</u>							
SR2.4.9600 Appropriations	0.00	0.00	4,858.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	4,858.00	0.00			
TOTAL REVENUES	320,999.74	324,443.75	333,583.00	331,256.55			

			(----- 2025 -----)	(----- 2026 -----)			
EXPENDITURES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
Landfill Closure/Refuse							
SR2.5.8160.100 Refuse - Personal Service	8,907.84	8,970.26	12,913.00	5,462.89			
SR2.5.8160.400 Refuse - Contractual	302,250.00	301,692.00	316,550.00	131,895.85			
TOTAL Landfill Closure/Refuse	311,157.84	310,662.26	329,463.00	137,358.74			
Employee Benefits							
SR2.5.9030.800 FICA	0.00	0.00	988.00	377.63			
SR2.5.9060.800 Health Insurance	2,230.44	3,011.88	3,132.00	1,254.95			
TOTAL Employee Benefits	2,230.44	3,011.88	4,120.00	1,632.58			
TOTAL EXPENDITURES	313,388.28	313,674.14	333,583.00	138,991.32			
REVENUES OVER/(UNDER) EXPENDITURES	7,611.46	10,769.61	0.00	192,265.23			

SS2-Thompson Sewer District

		(----- 2025 -----)				(----- 2026 -----)		
		2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES		ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>REAL PROPERTY TAX</u>								
SS2.4.1001	Real Property Taxes	18,459.90	22,563.32	21,537.50	21,537.81			
TOTAL REAL PROPERTY TAX		18,459.90	22,563.32	21,537.50	21,537.81			
<u>HOME & COMMUNITY SERVICES</u>								
<u>USE OF MONEY & PROPERTY</u>								
SS2.4.2401	Earned Interest	172.67	278.77	0.00	116.29			
TOTAL USE OF MONEY & PROPERTY		172.67	278.77	0.00	116.29			
<u>SUBSIDIARY REVENUE</u>								
TOTAL REVENUES		18,632.57	22,842.09	21,537.50	21,654.10			

			(----- 2025 -----) (----- 2026 -----)				
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Serial Bonds</u>							
SS2.5.9710.600 Serial Bonds - Principal	15,000.00	20,000.00	20,000.00	20,000.00			
SS2.5.9710.700 Serial Bonds - Interest	3,459.38	2,562.50	1,537.50	1,025.00			
TOTAL Serial Bonds	18,459.38	22,562.50	21,537.50	21,025.00			
TOTAL EXPENDITURES	18,459.38	22,562.50	21,537.50	21,025.00			
REVENUES OVER/(UNDER) EXPENDITURES	173.19	279.59	0.00	629.10			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

SS3-Megnin Farms Sewer

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SS3.4.1001 Real Property Taxes	<u>71,995.74</u>	<u>76,452.73</u>	<u>82,187.14</u>	<u>82,187.14</u>			
TOTAL REAL PROPERTY TAX	71,995.74	76,452.73	82,187.14	82,187.14			
<u>USE OF MONEY & PROPERTY</u>							
SS3.4.2401 Earned Interest	<u>13.65</u>	<u>9.99</u>	<u>0.00</u>	<u>77.75</u>			
TOTAL USE OF MONEY & PROPERTY	13.65	9.99	0.00	77.75			
TOTAL REVENUES	72,009.39	76,462.72	82,187.14	82,264.89			

SS3-Megnin Farms Sewer

			(----- 2025 -----) (----- 2026 -----)				
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Sewer Administration</u>							
SS3.5.8110.400 Sewer Administration-Cont	71,995.74	76,452.73	82,187.14	82,187.14			
TOTAL Sewer Administration	71,995.74	76,452.73	82,187.14	82,187.14			
<u>TOTAL EXPENDITURES</u>							
	71,995.74	76,452.73	82,187.14	82,187.14			
REVENUES OVER/(UNDER) EXPENDITURES	13.65	9.99	0.00	77.75			

SW1-Manlius Con Water Supply

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SW1.4.1001 Real Property Taxes	1,029.67	1,027.23	1,000.00	1,063.09			
TOTAL REAL PROPERTY TAX	1,029.67	1,027.23	1,000.00	1,063.09			
<u>USE OF MONEY & PROPERTY</u>							
SW1.4.2401 Earned Interest	840.60	1,217.80	0.00	330.91			
TOTAL USE OF MONEY & PROPERTY	840.60	1,217.80	0.00	330.91			
<u>MISCELLANEOUS</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	1,870.27	2,245.03	1,000.00	1,394.00			

SW1-Manlius Con Water Supply

	2023	2024	2025		2026		
			CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Water Administration</u>							
SW1.5.8310.400 Water Admin - Contractual	0.00	0.00	1,000.00	0.00			
TOTAL Water Administration	0.00	0.00	1,000.00	0.00			
<u>Transmission/Distribution</u>							
TOTAL EXPENDITURES	0.00	0.00	1,000.00	0.00			
REVENUES OVER/(UNDER) EXPENDITURES	1,870.27	2,245.03	0.00	1,394.00			

SW2-Manlius Con Water Dist

	((----- 2025 -----))				((----- 2026 -----))		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SW2.4.1001 Real Property Taxes	60,991.22	61,018.96	57,500.00	57,505.87			
TOTAL REAL PROPERTY TAX	60,991.22	61,018.96	57,500.00	57,505.87			
<u>Onondaga County</u>							
<u>USE OF MONEY & PROPERTY</u>							
SW2.4.2401 Earned Interest	681.72	1,146.44	0.00	435.36			
TOTAL USE OF MONEY & PROPERTY	681.72	1,146.44	0.00	435.36			
<u>MISCELLANEOUS</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	61,672.94	62,165.40	57,500.00	57,941.23			

	(----- 2025 -----)				(----- 2026 -----)		
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Transmission/Distributio</u>							
SW2.5.8340.400 Trans/Dist - Contractual	58,263.63	61,401.93	57,326.02	32,508.90			
TOTAL Transmission/Distributio	58,263.63	61,401.93	57,326.02	32,508.90			
TOTAL EXPENDITURES	58,263.63	61,401.93	57,326.02	32,508.90			
REVENUES OVER/(UNDER) EXPENDITURES	3,409.31	763.47	173.98	25,432.33			

SW3-Skyridge Water District

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SW3.4.1001 Real Property Taxes	11,173.12	15,225.00	0.00	0.00			
TOTAL REAL PROPERTY TAX	11,173.12	15,225.00	0.00	0.00			
<u>USE OF MONEY & PROPERTY</u>							
SW3.4.2401 Earned Interest	1,428.00	1,449.43	0.00	165.94			
TOTAL USE OF MONEY & PROPERTY	1,428.00	1,449.43	0.00	165.94			
<u>MISCELLANEOUS</u>							
<u>STATE AID</u>							
SW3.4.3389.314 DASNY Grant Award	0.00	0.00	2,000,000.00	0.00			
TOTAL STATE AID	0.00	0.00	2,000,000.00	0.00			
<u>SUBSIDIARY REVENUE</u>							
SW3.4.9600 Appropriations	0.00	0.00	337.00	0.00			
TOTAL SUBSIDIARY REVENUE	0.00	0.00	337.00	0.00			
TOTAL REVENUES	12,601.12	16,674.43	2,000,337.00	165.94			

SW3-Skyridge Water District

			2025			2026	
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Water Administration</u>							
SW3.5.8310.400 Water Admin - Contractual	20,503.65	17,680.80	2,000,337.00	98,269.00			
TOTAL Water Administration	20,503.65	17,680.80	2,000,337.00	98,269.00			
<u>Transmission/Distributio</u>							
TOTAL EXPENDITURES	20,503.65	17,680.80	2,000,337.00	98,269.00			
REVENUES OVER/(UNDER) EXPENDITURES	(7,902.53)	(1,006.37)	0.00	(98,103.06)			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

SW4-Highbridge Water District

	((----- 2025 -----)) ((----- 2026 -----))						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
SW4.4.1001 Real Property Taxes	3,095.76	2,983.50	2,893.00	2,893.55			
TOTAL REAL PROPERTY TAX	3,095.76	2,983.50	2,893.00	2,893.55			
<u>USE OF MONEY & PROPERTY</u>							
SW4.4.2401 Earned Interest	320.80	619.52	0.00	192.75			
TOTAL USE OF MONEY & PROPERTY	320.80	619.52	0.00	192.75			
TOTAL REVENUES	3,416.56	3,603.02	2,893.00	3,086.30			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

TAl-Trust & Agency - Payroll

	(----- 2025 -----)				(----- 2026 -----)		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
TAl.4.2401 Earned Interest	<u>5,079.65</u>	<u>12,118.20</u>	<u>0.00</u>	<u>2,753.49</u>			
TOTAL USE OF MONEY & PROPERTY	5,079.65	12,118.20	0.00	2,753.49			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	5,079.65	12,118.20	0.00	2,753.49			

TA1-Trust & Agency - Payroll

		(----- 2025 -----)			(----- 2026 -----)	
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET
REVENUES OVER/ (UNDER) EXPENDITURES	5,079.65	12,118.20	0.00	2,753.49		

TA2-Trust & Agency - Other

	(----- 2025 -----) (----- 2026 -----)						
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>USE OF MONEY & PROPERTY</u>							
TA2.4.2401 Earned Interest	<u>13,336.51</u>	<u>18,965.46</u>	<u>0.00</u>	<u>5,574.59</u>			
TOTAL USE OF MONEY & PROPERTY	13,336.51	18,965.46	0.00	5,574.59			
<u>SUBSIDIARY REVENUE</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
TOTAL REVENUES	13,336.51	18,965.46	0.00	5,574.59			

TA2-Trust & Agency - Other

		(----- 2025 -----)			(----- 2026 -----)	
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET
REVENUES OVER/ (UNDER) EXPENDITURES	13,336.51	18,965.46	0.00	5,574.59		

W -Long Term Debt

			(----- 2025 -----)	(----- 2026 -----)			
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
REVENUES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>SUBSIDIARY REVENUE</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

W -Long Term Debt

[illegible]

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

W80-Schepp Water District

	----- 2025 -----				----- 2026 -----		
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
W80.4.1001 Real Property Taxes	83.97	81.00	79.00	79.02			
TOTAL REAL PROPERTY TAX	83.97	81.00	79.00	79.02			
<u>USE OF MONEY & PROPERTY</u>							
W80.4.2401 Earned Interest	13.31	0.00	0.00	0.00			
TOTAL USE OF MONEY & PROPERTY	13.31	0.00	0.00	0.00			
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	97.28	81.00	79.00	79.02			

W80-Schepp Water District

		(----- 2025 -----) (----- 2026 -----)					
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Transmission/Distributio</u>							
W80.5.8340.400 Trans/Dist - Contractual	445.58	478.09	252.98	252.98			
TOTAL Transmission/Distributio	445.58	478.09	252.98	252.98			
TOTAL EXPENDITURES	445.58	478.09	252.98	252.98			
REVENUES OVER/(UNDER) EXPENDITURES	(348.30)	(397.09)	(173.98)	(173.96)			

TOWN OF MANLIUS
REQUESTED BUDGET WORKSHEET
AS OF: MAY 31ST, 2025

W90-Watervale Water District

(----- 2025 -----) (----- 2026 -----)							
REVENUES	2023 ACTUAL	2024 ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>REAL PROPERTY TAX</u>							
W90.4.1001 Real Property Taxes	74.97	79.97	63.00	63.00			
TOTAL REAL PROPERTY TAX	74.97	79.97	63.00	63.00			
<u>USE OF MONEY & PROPERTY</u>							
W90.4.2401 Earned Interest	130.80	165.18	0.00	43.46			
TOTAL USE OF MONEY & PROPERTY	130.80	165.18	0.00	43.46			
<u>INTERFUND TRANSFERS</u>							
<u>SUBSIDIARY REVENUE</u>							
TOTAL REVENUES	205.77	245.15	63.00	106.46			

			2025			2026	
	2023	2024	CURRENT	YEAR-TO-DATE	PROJECTED	PROPOSED	APPROVED
EXPENDITURES	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET
<u>Transmission/Distribution</u>							
W90.5.8340.400 Trans/Dist - Contractual	76.74	82.33	63.00	43.57			
TOTAL Transmission/Distribution	76.74	82.33	63.00	43.57			
<u>Bond Anticipation Notes</u>							
TOTAL EXPENDITURES	76.74	82.33	63.00	43.57			
REVENUES OVER/(UNDER) EXPENDITURES	129.03	162.82	0.00	62.89			

TOWN OF MANLIUS
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2025

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
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CLAIM ON CASH

A00-1.200	Claim on Pooled Cash and CD's	8,964,503.44	(1,223,046.29)	7,741,457.15	
B00-1.200	Claim on Pooled Cash and CD's	316,339.93	(31,136.96)	285,202.97	
CM1-1.200	Claim on Pooled Cash and CD's	(6,275.23)	0.00	(6,275.23)	
CM3-1.200	Claim on Pooled Cash	253.35	0.00	253.35	
CM6-1.200	Claim on Pooled Cash and CD's	0.01	0.00	0.01	
DA0-1.200	Claim on Pooled Cash and CD's	3,060,593.80	(143,958.77)	2,916,635.03	
DB0-1.200	Claim on Pooled Cash and CD's	3,286,306.26	(187,087.48)	3,099,218.78	
HD0-1.200	Claim on Pooled Cash and CD's	4.06	0.01	4.07	
SD1-1.200	Claim on Pooled Cash and CD's	96,075.70	187.26	96,262.96	
SD2-1.200	Claim on Pooled Cash and CD's	624,666.38	(11,710.77)	612,955.61	
SD3-1.200	Claim on Pooled Cash and CD's	637,372.51	1,242.26	638,614.77	
SF1-1.200	Claim on Pooled Cash and CD's	4,897.75	9.55	4,907.30	
SF2-1.200	Claim on Pooled Cash and CD's	10,977.32	21.40	10,998.72	
SF3-1.200	Claim on Pooled Cash and CD's	3,391.52	66.61	3,458.13	
SF4-1.200	Claim on Pooled Cash and CD's	256.04	0.50	256.54	
SL1-1.200	Claim on Pooled Cash and CD's	24,632.44	48.01	24,680.45	
SL2-1.200	Claim on Pooled Cash and CD's	31,679.39	39.58	31,718.97	
SL3-1.200	Claim on Pooled Cash and CD's	5,884.74	11.47	5,896.21	
SL4-1.200	Claim on Pooled Cash and CD's	7,326.52	14.28	7,340.80	
SL5-1.200	Claim on Pooled Cash and CD's	49,495.32	96.47	49,591.79	
SR1-1.200	Claim on Pooled Cash and CD's	1,766,643.87	(207,916.00)	1,558,727.87	
SR2-1.200	Claim on Pooled Cash and CD's	249,362.37	(27,656.77)	221,705.60	
SS2-1.200	Claim on Pooled Cash and CD's	6,677.20	13.01	6,690.21	
SS3-1.200	Claim on Pooled Cash and CD's	380.01	0.74	380.75	
SW1-1.200	Claim on Pooled Cash and CD's	38,405.00	74.85	38,479.85	
SW2-1.200	Claim on Pooled Cash and CD's	39,975.69	77.91	40,053.60	
SW3-1.200	Claim on Pooled Cash and CD's	(63,547.89)	0.00	(63,547.89)	
SW4-1.200	Claim on Pooled Cash	22,364.88	43.59	22,408.47	
TA1-1.200	Claim on Pooled Cash and CD's	438,243.47	25,426.70	463,670.17	
TA2-1.200	Claim on Pooled Cash and CD's	100,451.13	0.00	100,451.13	
W80-1.200	Claim on Pooled Cash and CD's	(929.88)	0.00	(929.88)	
W90-1.200	Claim on Pooled Cash and CD's	<u>5,029.91</u>	<u>9.80</u>	<u>5,039.71</u>	
TOTAL CLAIM ON CASH		19,721,437.01	(1,805,129.04)	17,916,307.97	
		=====	=====	=====	

CASH IN BANK - POOLED CASH

999-1.100	Pooled Cash - Investing	17,537,063.33	(8,069,687.69)	9,467,375.64	
999-1.101	Pooled Cash - Checking	9,400.26	0.00	9,400.26	
999-1.102	Pooled Cash - Payroll	17,378.14	17,277.84	34,655.98	
999-1.202	M&T Bank US Treasury Bill	<u>2,157,595.28</u>	<u>6,247,280.81</u>	<u>8,404,876.09</u>	
SUBTOTAL CASH IN BANK - POOLED CASH		<u>19,721,437.01</u>	<u>(1,805,129.04)</u>	<u>17,916,307.97</u>	
TOTAL CASH IN BANK - POOLED CASH		19,721,437.01	(1,805,129.04)	17,916,307.97	
		=====	=====	=====	

TOWN OF MANLIUS
POOLED CASH REPORT (FUND 999)
AS OF: MAY 31ST, 2025

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
<u>DUE TO OTHER FUNDS - POOLED CASH</u>						
999-2.630		Due To Other Funds	<u>19,721,437.01</u>	(<u>1,805,129.04</u>)	<u>17,916,307.97</u>	
TOTAL DUE TO OTHER FUNDS			19,721,437.01	(1,805,129.04)	17,916,307.97	
			=====	=====	=====	

TOWN OF MANLIUS
 POOLED CASH REPORT (FUND 999)
 AS OF: MAY 31ST, 2025

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	(PROTECTED)
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DUE TO POOLED CASH

A00-2.600	Pooled Accounts Payable	5,542.27 (	5,542.27)	0.00	
B00-2.600	Pooled Accounts Payable	64.28 (	64.28)	0.00	
DA0-2.600	Pooled Accounts Payable	2,586.83 (	2,586.83)	0.00	
DB0-2.600	Pooled Accounts Payable	670.75 (	670.75)	0.00	
TA1-2.600	Pooled Accounts Payable	624.16	0.00	624.16	
TOTAL DUE TO POOLED CASH		9,488.29 (	8,864.13)	624.16	
		=====	=====	=====	

DUE FROM OTHER FUNDS

999-1.390	Due From Other Funds	9,488.29 (	8,864.13)	624.16	
TOTAL DUE FROM OTHER FUNDS		9,488.29 (	8,864.13)	624.16	
		=====	=====	=====	

ACCOUNTS PAYABLE - POOLED CASH

999-2.600	Accounts Payable	9,488.29 (	8,864.13)	624.16	
TOTAL ACCOUNTS PAYABLE POOLED CASH		9,488.29 (	8,864.13)	624.16	
		=====	=====	=====	

*** PROOF CASH BALANCES ***

=====

(A)		(B)		(C)	
CLAIM ON CASH	17,916,307.97	CLAIM ON CASH	17,916,307.97	CASH IN BANK	17,916,307.97
CASH IN BANK	<u>17,916,307.97</u>	DUE TO OTHER FUNDS	<u>17,916,307.97</u>	DUE TO OTHER FUNDS	<u>17,916,307.97</u>
DIFFERENCE	0.00		0.00		0.00

*** PROOF ACCOUNTS PAYABLE BALANCES ***

=====

(D)		(E)		(F)	
AP CONTROL	624.16	AP CONTROL	624.16	DUE FROM OTHER FUNDS	624.16
DUE FROM OTHER FUNDS	<u>624.16</u>	DUE TO POOLED CASH	<u>624.16</u>	DUE TO POOLED CASH	<u>624.16</u>
DIFFERENCE	0.00		0.00		0.00

*** END OF REPORT ***

MINUTES
TOWN BOARD
May 28, 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://www.youtube.com/live/WQj9m-yc7iw?si=hTXoe2ODBYM1JclL>
Supervisor Deer presided, and the following Board members were present:

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

The following Town Officers were present: Carrie Grevelding, Town Clerk. William Wolfe, Town Attorney. Jamie Sutphen, Town Attorney. Jason Cassalia, Chief of Police. Ann Oot, Town Manager. Kay Blythe, Deputy Town Manager. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Matthew Denton, Manlius. Craig Dudczak, Fayetteville. Michael Fogel, Syracuse. Mike Friend, Manlius. Tom Kinsella, Fayetteville. Joe Messineo, Fayetteville. Mary Karpinski, Manlius. Mark Matt, Fayetteville. Eric Downie, Fayetteville. Jack Kinsella, Fayetteville. Margaret Mulvey, Fayetteville. William Gray, Fayetteville. Peter Ricardo, Fayetteville. James Wilson, Fayetteville. John Cayanne, Manlius.

Virtual Meeting Attendees: Denise Lynch. Lindsay Wilcox. Cheryl Matt. Ed Davidson. Zeb Weigand. Dylan Black.

2. 6:30 PM - The Pledge of Allegiance

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

3. 6:30 PM – Open Podium- NONE

4. 6:34 PM – Public Hearing – Amendment to PUD – Highbridge Senior Apartments

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

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to open the public hearing at 6:34 PM.

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

Nayes: 0

All in Favor.

Motion Carries.

James Wilson of Fayetteville raised concerns over parking as well as traffic in the area.

Denis Lynch of Fayetteville raised concerns over parking as well as traffic in the area. Ms. Lynch also inquired about the sidewalks.

Margaret Mulvey of Fayetteville inquired why the number of apartments increased and if they would be paying the same as everyone else in the community. Ms. Mulvey also voiced concerns over the traffic in the area and lack of sidewalks.

Peter Ricardo of Fayetteville spoke regarding the traffic in the area. Mr. Ricardo also inquired about the design and there being direct communication with the community regarding the project.

Lindsay Wilcox of Fayetteville spoke regarding traffic concerns and the potential of a lower speed limit. Ms. Wilcox also mentioned a concern about the reduction of parking spaces and that sidewalks should be a priority in the area.

John Cayanne of Manlius inquired if current Town of Manlius Residents can get first right of refusal when it comes to occupying the units.

The Public Hearing has been left open for a future meeting.

Councilor Italiano made a motion, Seconded by Councilor Bollinger, to send the application for the proposed PUD amendment for Highbridge Senior Apartments to the Onondaga County Planning Board for their recommendation.

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

Nayes: 0

All in Favor.

Motion Carries.

5. 6:26 PM – Public Hearing - Kinsella Quarry Natural Resource Removal Permit

Attorney Sutphen stepped in to represent the Town.

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

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to open the public hearing at 7:28 PM.

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

Nayes: 0

All in Favor.

Motion Carries.

Joe Messineo of Manlius spoke regarding the three monitoring wells and the potential of placing them within a certain radius. Mr. Messineo also raised some concerns and questions regarding the current wording in the resolution.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to declare this application as a type 1 action under SEQR and to declare the Town Board as lead agency.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Italiano, to send the application for the Natural Resource Removal Permit for T.H. Kinsella to the Onondaga County Planning Board for their recommendation.

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

Nayes: 0

All in Favor.

Motion Carries.

The public hearing has been left open for a future meeting.

6. 7:41 PM – Public Hearing - Proposed Amendment to Chapter 89 of Town Code - Peddling and Soliciting

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to waive the reading of the public notice.

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

Nayes: 0

All in Favor

Motion Carries.

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

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

Nayes: 0 All in Favor Motion Carries.

Craig Dudczak of Fayetteville is in favor of the proposed change. Mr. Dudczak inquired about a better way to have the solicitors/peddlers identify themselves.

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

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Gonzalez-McCurdy, to adopt Local Law 2025-3 Amending Chapter 89 of Town Code Entitled Peddling and Soliciting.

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

Nayes: 0 All in Favor. Motion Carries.

7. 7:48 PM – Declare Town Vehicle Surplus

Councilor Gonzalez-McCurdy made a motion, Seconded by Councilor Bollinger, to declare the town's 2014 Ford Explorer as surplus.

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

Nayes: 0 All in Favor. Motion Carries.

8. 7:49 PM – Vehicle Lease Agreement with Village of Minoa

Councilor Italiano made a motion, Seconded by Councilor Nicholson to approve the Intermunicipal Agreement Relative to the Sale/Purchase of the Town of Manlius' 2014 Ford Explorer with the Village of Minoa upon legal review.

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

Nayes: 0 All in Favor. Motion Carries.

9. 7:50 PM – Town Highway Department - Bid Approval for Surplus Vehicles

Councilor Bollinger made a motion, Seconded by Councilor Gonzalez-McCurdy to approve and accept the bid in the amount of \$4,350 for the 2014 Ford F350 Super Duty Pickup Truck with Plow that was declared surplus.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Gonzalez-McCurdy to approve and accept the bid in the amount of \$5,100 for the 2015 Ford F350 Super Duty Pickup Truck with Plow that was declared surplus.

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

Nayes: 0

All in Favor.

Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Gonzalez-McCurdy to approve and accept the bid in the amount of \$3,500 for the 1995 International 4700 Crew Cab Dump Truck that was declared surplus.

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

Nayes: 0

All in Favor.

Motion Carries.

10. 7:51 PM – Set Date - Local Law Amendment - Chapter 155 Section 20.2 of the Town Code Entitled Planned Units Development

Councilor Italiano made a motion, seconded by Councilor Gonzalez-McCurdy, to set a public hearing date regarding the proposed amendment to chapter 155 section 20.2 of the Town Code Entitled Planned Units Development for June 11, 2025, at 6:35 PM.

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

Nayes: 0

All in Favor

Motion Carries.

11. 7:53 PM - Paid Parental Leave Policy

Councilor Italiano made a motion, seconded by Councilor Gonzalez-McCurdy, to approve the Parental Leave Policy effective January 1, 2025.

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

Nayes: 0

All in Favor

Motion Carries.

12. 7:06 PM - RFP - Burdick Genesee Corridor Strategic Planning

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to authorize the publication of the request for proposals for a planning consultant regarding the Burdick Genesee Corridor Strategic Planning.

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

Nayes: 0

All in Favor

Motion Carries.

13. 7:58 PM – RFP - New Town Logo- (TABLED)

14. 7:58 PM – Quarry Commission - Member Appointment - John Cayanne

Councilor Nicholson made a motion, seconded by Councilor Bollinger, to appoint John Cayanne as a member of the Quarry Commission.

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

Nayes: 0

All in Favor

Motion Carries.

15. 8:00 PM – Budget Addition

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the budget addition in the amount of \$2,000,000 to SW3 4.3389.314 DASNY Grant Award.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Italiano, to approve the budget addition in the amount of \$2,000,000 to SW3 5.8310.400 Water Admin Contractual.

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

Nayes: 0

All in Favor

Motion Carries.

16. 8:02 PM – Budget Transfers

Councilor Nicholson made a motion, seconded by Councilor Italiano, to approve the budget transfer in the amount of \$1,811.88 from A00 5.1220.401 Office Supplies to A00 5.1120.402 Seminars/Conferences.

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

Nayes: 0

All in Favor

Motion Carries.

15. 8:03 PM – Approval of Minutes - May 14, 2025

Councilor Italiano made a motion, seconded by Councilor Bollinger, to approve the minutes from May 14, 2025, as amended.

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

Nayes: 0

All in Favor

Motion Carries.

16. 8:03 PM – Approval of Abstract #10

Councilor Bollinger made a motion, Seconded by Councilor Nicholson, to approve abstract #10 in the amount of \$635,342.90.

TOWN OF MANLIUS		
Fund Summary		
Abstract #10 - 2025		
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$275,834.11
B	General Fund Part Town	\$7,257.26
CM3	Sustainable Manlius	\$1,395.06
DA	Highway Fund Townwide	\$44,470.38
DB	Highway Funds Part Town	\$63,626.79
SD2	Consolidated Drainage #2	\$6,908.42
SR1	Trash	\$209,344.21
SR2	Brush	\$26,379.17
TA2	Trust & Agency - Other	\$127.50
Total		\$635,342.90

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

Nayes: 0 All in Favor Motion Carries.

18. Other Business

Councilor Italiano announced that the Village of Manlius will be implementing the Hometown Heros Banner Program.

Councilor Bollinger announced that the Limestone Creek Erosion study has been completed and that the Board will be applying for funding.

There being no further business to come before the Board, upon motion, duly made by Councilor Italiano and seconded by Councilor Gonzalez-McCurdy the Board voted unanimously to come out of regular session at 8:06 PM.

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

Nayes: 0 All in Favor. Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1010	Town Board	350.00
A00-1220	Supervisor	13.37
A00-1355	Assessors	162.35
A00-1410	Town Clerk	336.89
A00-1620	Buildings	11,935.96
A00-1670	Central Printing	982.15
A00-3120	Police	27,207.76
A00-5132	Garage	482.89
A00-7310	Recreation	60.00

A00 TOTAL	General Fund Townwide	41,531.37
CMI-3120	Police	789.00

CMI TOTAL	Police Special Revenue	789.00
DA0-5130	Machinery	1,124.58
DA0-5140	Brush & Weeds	5,388.00
DA0-5142	Snow Removal	458.30

DA0 TOTAL	Highway Fund Townwide	6,970.88
DB0-5110	General Repairs	57,587.54

DB0 TOTAL	Highway -Part Town	57,587.54

** TOTAL **		106,878.79

NO ERRORS

** END OF REPORT **

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	1,284.80
A00-1110	Justices	40.10
A00-1355	Assessors	22.00
A00-1640	Central Garage	129.10
A00-3120	Police	2,032.64
A00-5132	Garage	19.50
A00-6310	Tree Commission	795.00
A00-7310	Recreation	2,710.00

A00 TOTAL	General Fund Townwide	7,033.14

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
DA0-5130	Machinery	827.44
DA0-5140	Brush & Weeds	13.49
DA0-5142	Snow Removal	456.71

DA0 TOTAL	Highway Fund Townwide	1,297.64
DB0-5110	General Repairs	36,388.84

DB0 TOTAL	Highway -Part Town	36,388.84

** TOTAL **		44,719.62

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	27,803.75
A00-1220	Supervisor	2,931.96
A00-1420	Attorney	26,409.19
A00-1440	Engineer	3,810.00
A00-1620	Buildings	8,280.18
A00-1640	Central Garage	6,395.77
A00-1930	Special Items	1,520.00
A00-3310	Traffic Control	21.67
A00-5010	Transportation	2,710.00
A00-5132	Garage	0.00
A00-5182	Street Lighting	0.00
A00-9055	Employee Benefits	489.05

A00 TOTAL	General Fund Townwide	80,371.57

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
B00-9055	Employee Benefits	20.66

B00 TOTAL	General Fund Part Town	20.66

DB0-9055	Employee Benefits	179.09

DB0 TOTAL	Highway -Part Town	179.09

SL1-5182	Street Lighting	0.00

SL1 TOTAL	Overhead Lighting	0.00

SL2-5182	Street Lighting	20.58

SL2 TOTAL	Underground Lighting	20.58

SL3-5182	Street Lighting	0.00

SL3 TOTAL	Entry Lighting	0.00

SL4-5182	Street Lighting	0.00

SL4 TOTAL	Garden Park Lighting	0.00

SL5-5182	Street Lighting	0.00

SL5 TOTAL	Ratnour Bridge Lighting	0.00

** TOTAL **		80,591.90

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1420	Attorney	875.00
A00-1440	Engineer	5,160.00
A00-1620	Buildings	26,311.00
A00-1950	Special Items	400.00
A00-3120	Police	2,920.00
A00-9060	Employee Benefits	162,510.34

A00 TOTAL	General Fund Townwide	198,176.34
B00-3620	Codes Enforcement	179.00
B00-8010	Zoning	170.00
B00-8020	Planning	1,687.09
B00-9060	Employee Benefits	5,393.69

B00 TOTAL	General Fund Part Town	7,429.78

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
DA0-9060	Employee Benefits	37,011.32

DA0 TOTAL	Highway Fund Townwide	37,011.32
SR1-9060	Employee Benefits	250.99

SR1 TOTAL	Manlius Res Trash Dist	250.99
SR2-9060	Employee Benefits	250.99

SR2 TOTAL	Manlius Res Brush Dist	250.99
TA2	NON-DEPARTMENTAL	1,098.50

TA2 TOTAL	Trust & Agency - Other	1,098.50

** TOTAL **		244,217.92

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	1,311.93
A00-3120	Police	4,545.00

A00 TOTAL	General Fund Townwide	5,856.93

** TOTAL **		5,856.93

ERRORS

6/11/2025 11:30 AM

REGULAR DEPARTMENT PAYMENT REGISTER

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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1220	Supervisor	386.95
A00-1330	Receiver of Taxes	19.99
A00-1410	Town Clerk	508.99
A00-1620	Buildings	1,033.44
A00-1640	Central Garage	137.56
A00-1670	Central Printing	132.63
A00-3120	Police	7,078.44
A00-6310	Tree Commission	34.19
A00-7310	Recreation	8,719.63

A00 TOTAL	General Fund Townwide	18,051.82

B00-3620	Codes Enforcement	486.81

B00 TOTAL	General Fund Part Town	486.81

CM3-6791	EarthFest	1,334.83

CM3 TOTAL	Sustainable Manlius	1,334.83

** TOTAL **		19,873.46

NO ERRORS

** END OF REPORT **