

Agenda
Town Board Meeting
June 25, 2025
6:30 PM

1. Virtual Meeting Instructions - June 25, 2025

Documents:

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

2. Pledge Of Allegiance

3. Open Podium

4. Tick Presentation - Cornell Cooperative Extension

5. Public Hearing - Kinsella Quarry Natural Resource Removal Permit
SEQR

Documents:

[FEAF PART 2 KINSELLA QUARRY JUNE 17 2025.PDF](#)
[FEAF PART 3 KINSELLA QUARRY JUNE 17 2025.PDF](#)
[QUARRY SEQRA PART 3 AMENDED JUNE 23 2025.PDF](#)
[DRAFT RESOLUTION - NATURAL RESOURCE PERMIT RESOLUTION 6.18.2025
ADDED 5A.PDF](#)

6. LaBella Survey Proposal - Enders Rd

Documents:

[LABELLA SURVEY PROPOSAL - ENDERS ROAD ROW_MANLIUS.PDF](#)

7. SIRO Agreement - Enders Road Elementary- 2025-2026 School Year

Documents:

[SPO AGREEMENT - 2025-2026 ENDERS RD EL.PDF](#)

8. RFP - Planning Services - Climate Smart Zoning Project

9. 2025 Additional Summer Staff - Updated

2025 Additional Summer Staff for approval. These individuals are replacing individuals that backed out of working after the first staff list was submitted.

Documents:

[ADDITIONAL SUMMER STAFF FOR JUNE 25TH BOARD MEETING
APPROVAL.PDF](#)

10. Town Of Manlius Justice Court - JCAP Grant

11. EScribe - Meeting Management And Live Streaming

Documents:

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

12. Budget Transfer

\$600.89 from account number A00 5.1410.401 Town Clerk Office Supplies to A00
5.1410.405 Town Clerk Information Technology

13. Approval Of Minutes - June 11, 2025

Documents:

[06-11-25 DRAFT.PDF](#)

14. Approval Of Abstract #12

Documents:

[ABSTRACT 12.PDF](#)

15. Adjournment



June 25, 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/86470143586?pwd=neS5b4pb3XMA1bDPybxTxbfZ6u66Eh.1>

Password to join when prompted:

Password: 343164

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: 864 7014 3586

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

Password: **343164**

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

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

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : _____

Date : _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☒	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☒	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☒
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☒
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☒
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☒	☐
h. Other impacts: _____ _____		☒	☐

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☒ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☒ NO ☐ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

I. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

6. Impacts on Air The proposed action may include a state regulated air emission source. ☐ NO ☒ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☒	☐
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☒	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☒	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☒	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☒	☐
vi. 43 tons/year or more of methane	D2h	☒	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☒	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☒	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☒	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☒	☐
f. Other impacts: <u>Fugitive dust from mining operations.</u> _____		☒	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☒ YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☒	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☒	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☒	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☒	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☒	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☒	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☒	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☒	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☒	☐
j. Other impacts: _____		☒	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐		
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐		
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐		
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐		
e. Other impacts: _____ _____		☐	☐		

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐		
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐		
c. Other impacts: _____ _____		☐	☐		

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☒	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☒
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☒	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☒	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☒	☐
f. Other impacts: _____ _____		☒	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached Part 3 EAF Narrative.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Mining permit modification application materials.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Manlius Town Board _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: T.H. Kinsella, Inc. Modification of Natural Resources Removal Permit

Name of Lead Agency: Town of Manlius Town Board

Name of Responsible Officer in Lead Agency: John Deer

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

T.H. Kinsella, Inc. Fayetteville Quarry Modification

Full Environmental Assessment Form (EAF)

Part 3 Narrative

T.H. Kinsella Inc. (Applicant) is seeking to modify the current Natural Resources Removal Permit (mining permit) to extend mining operations in the southwest portion of the existing quarry on lands owned by the Applicant (Proposed Action). The Proposed Action would permit additional mining operation on approximately 11.8 acres (expansion area).

The Town of Manlius Town Board, as the designated lead agency under the State Environmental Quality Review Act (SEQRA), has considered the impacts of short-term construction activities, as well as the long-term operation of the Proposed Action in preparing its determination of significance for the Proposed Action.

The lead agency carefully reviewed the information and answers given in the Part 1 EAF and the permit application materials submitted by the Applicant and has given a hard look to the matters raised in the Part 2 of the EAF. The Applicant documentation informed the preparation of the Part 2 EAF. To assess whether the Proposed Action's potential impacts 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 Proposed Action is not anticipated to result in any significant adverse impacts on the environment. Instead, the potential impacts identified using Part 2 of the EAF were found to be none or small in magnitude, geographic scope, irreversibility, duration, number of people affected, and probability. The lead agency therefore issues a Negative Declaration for the Proposed Action.

The following is provided to document the reasoning and findings of the lead agency 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 impacts have been identified for the Proposed Action.

IMPACT ON LAND

The Proposed Action is anticipated to create moderate impacts to land. The expansion area will impact approximately 11.8 acres of land that has been previously disturbed by prior mining activities. The expansion represents an increase of approximately 12 percent of the existing mining operational area and would involve the removal of approximately 450,000 cubic yards of limestone bedrock material to be commercially sold for various applications. The expansion area would be mined to no more than 60 feet below current grade, which is consistent with other portions of the quarry.

The mining operations at the expansion area will be similar to the existing operations and would include the use of heavy construction equipment and blasting as needed. All currently approved safety and environmental-related management practices used at the quarry will continue to be employed in the expansion area. Blasting controls will comply with the conditions and practices stipulated in Sections 6 to 10 of the Town of Manlius Resolution for the granting of the Natural

Resources Removal Permit, dated February 12, 2025 (Permit Resolution). Additionally, the Permit Resolution stipulates reclamation requirements to minimize the potential for adverse impacts to land during and following mining operations. Upon completion of the mining operations, the expansion area will be revegetated and stabilized. The entirety of the expansion area will be revegetated at the cessation of mining operations. The Permit Resolution also establishes a Quarry Commission to replace the former Quarrying Monitoring Commission. The Quarry Commission will oversee operations of the quarry to ensure full compliance with the Natural Resource Removal Permit requirements.

The Proposed Action is not anticipated to permanently increase the impervious surface areas within the expansion area and would not create any new point sources nor additional stormwater discharges. Stormwater will be conveyed to existing stormwater management facilities on site.

The Proposed Action would impact land in a similar manner to the current use at the quarry. These impacts would be managed and minimized utilizing the same practices currently employed at the quarry. The mining activities within the expansion area are limited to the duration of the mining permit which expires on December 31, 2035 (an application for renewal can be submitted by the Applicant).

Therefore, no significant adverse impacts to land are anticipated as a result of the Proposed Action.

IMPACT ON SURFACE WATER , GROUNDWATER , & FLOODING

The Proposed Action is not anticipated to create adverse impacts to surface water or groundwater resources. There are no wetlands or surface water resources within the expansion area that would be impacted. Existing stormwater management controls at the quarry would minimize the potential for downstream impacts resulting from stormwater associated with the Proposed Action. As indicated in the mining permit application, the proposed expansion would not result in mining activity occurring in closer proximity to water supply wells than is currently authorized. Additionally, the Proposed Action does not involve mining below the water table. Compliance with the groundwater sections in the Permit Resolution will minimize the potential for impacts to groundwater. The expansion area is not within or near a Federal Emergency Management Agency mapped floodplain or floodway. As such, no flooding related impacts are anticipated from the Proposed Action.

Therefore, no significant adverse impacts on surface water, groundwater, or flooding have been identified as a result of the Proposed Action.

IMPACT ON AIR

The Proposed Action has the potential to create small impacts to air during operational activities from construction vehicles and equipment exhaust emissions and fugitive dust from blasting and mining activities. To minimize potential air impacts, the Applicant will continue to adhere to all applicable emission requirements for operational vehicles and equipment, maintain the existing vegetated buffers and screening berms in the proximity of the expansion area, and continue to utilize the dust suppression practices identified in Section 2.4.1 of the Renewal and Modification Application for Permit to Mine and Mined Land Use Plan, dated May 2025 ("Application for

Permit”). Additionally, compliance with the air quality sections of the Permit Resolution will minimize the potential for significant adverse air quality impacts.

Therefore, no significant adverse impacts on air have been identified as a result of the Proposed Action.

IMPACT ON PLANTS AND ANIMALS

The Proposed Action has the potential to create small impacts related to plants and animals. The expansion area is previously disturbed and currently supports grass and shrub vegetation. Based on a review of federal and state agency databases, the expansion area was identified as being within the range of the Northern Long-eared Bat (state & federally endangered) and the Eastern Massasauga rattlesnake (state endangered, federally threatened). However, the expansion area was not identified as critical habitat for these species. As indicated in Sections 2.2.6 and 2.4.2 of the Application for Permit, suitable habitat for these species is not within the expansion area. Additionally, compliance with the reclamation requirements for revegetation stipulated in Sections 18-19 of the Permit Resolution will minimize impacts on plants and animals.

Therefore, no significant adverse impacts to plants or animals have been identified as a result of the Proposed Action.

IMPACT ON NOISE , ODOR, & LIGHT

The Proposed Action has the potential to create minor impacts from operational activities including blasting. Impacts related to odor and light are not anticipated to occur due to the Proposed Action. The existing practices used at the quarry to minimize operational noise impacts described in Section 2.4.2 of the Application Permit would continue to be used in the expansion area. Additionally, compliance with the noise controls stipulated in Sections 10-11 of the Permit Resolution will minimize the potential for significant adverse noise impacts.

Therefore, no significant adverse impacts on noise are anticipated as a result of the Proposed Action.

IMPACT ON VISUAL, AESTHETIC, CULTURAL RESOURCES

A complete inventory list of aesthetic resources within a 5-mile radius of the proposed expansion area was included with the Applicant’s EAF (Appendix B). There are no resources located within or in the immediate vicinity of the proposed expansion area. There are no identified cultural or historic resources at or adjacent to the expansion area. The site is located within a 5-mile radius of several National and State Registries of Historic Places, and aesthetic resources. However, as documented by the Applicant, the expansion of Quarry will not adversely impact or have the potential to impact any of the cultural or aesthetic resources.

IMPACT ON TRANSPORTATION/TRAFFIC

Truck traffic to and from the site will not be increased by the proposed 11.8 expansion of mining. There will be no additional access points from public roadways into the mine site as a result of the expansion area. The proposed expansion constitutes a continuation of mining activities and will not adversely affect traffic.

CONSISTENCY WITH COMMUNITY CHARACTER

The 11.8-acre expansion area is located in the Town's Natural Resource Removal District, where mining is permitted pursuant to the Town's issuance of a Natural Resource Removal Permit. Safeguards within the current Permit to protect community character will be extended to the expanded Permit.

IN THE MATTER of

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

RESOLUTION
GRANTING NATURAL
RESOURCE
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 25th day of June 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, the Applicant was granted a Natural Resource Removal Permit for the certain lands of the Applicant described below and being 154 acres of land, after public meeting held March 12, 2003, and declared same 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; and

WHEREAS, at public meetings held in 2011 and 2017, the Town Board renewed the above-referenced Natural Resource Removal Permit, and

WHEREAS, the Town Board of the Town of Manlius, after Notice and Public Hearing, by Resolution dated February 12, 2025, granted to T.H. Kinsella, Inc., (“Applicant”) a Natural Resource Removal Permit, which was executed by the Applicant on February 28, 2025(“02/12/2025 Natural Resource Removal Permit”) for the purpose of allowing the Applicant to continue its quarrying or natural resource removal operations through December 31, 2031 within the Town of Manlius and within the Natural Resource Removal District of Town, on certain premises described referred to herein as “Existing Quarry Lands”, 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 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

and also,

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, after Notice and Public Hearing, upon application of Applicant, at a meeting on March 26, 2025, the Town Board adopted a Local Law which determined as follows, “ That The Revised Zoning Ordinance of the Town of Manlius”, as amended, and the “Zoning Map of the Town Manlius”, which by provisions of said Zoning Ordinance shall be and same hereby are, amended to change portions of the following tax number from Residential (R-A 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.” The said change affects the following land which is hereinafter referred to as “Additional Quarry Lands”.

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.

WHEREAS , the Existing Quarry Lands and the Additional Quarry Lands shall be referred to herein collectively as “Affected Lands”, and

WHEREAS , the Applicant is requesting a modification and extension of the 02/12/2025 Natural Resource Removal Permit to include the Additional Quarry Lands and said Permit for all Affected Lands to be extended through December 31, 2031, and

WHEREAS this Board held a Public Hearing on this Application which was opened on May 28, 2025 and remained open until June 25th, at which time all members of the public desiring to speak regarding the Application were given the opportunity to be heard, and

WHEREAS , the Public Hearing was closed on June 25, 2025, and

WHEREAS , this Board has reviewed the Onondaga County Planning Board referral dated 6/11/2025 which determined that the project will have no significant adverse inter-community or county-wide implications, and

WHEREAS, this Board issued a Negative SEQRA declaration for this Type I action, by SEQRA Determination dated June 15, 2025, which is incorporated by reference herein,

NOW, THEREFORE, be it

RESOLVED , that the Applicant be, and it hereby is, granted a modification and extension of the 02/12/2025 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 194.546 acres heretofore described; and be it further

RESOLVED , that the attached Natural Resource Removal Permit shall replace in its entirety the 02/12.2025 Natural Resource Removal Permit, and it is 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, shall extend only to the Affected Lands as attached hereto as Exhibit A, 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

(5) By resolution dated April 24, 2024, the Town established the Quarry Commission. The 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.

(5a) A condition of this permit approval is that as soon as practical after the issuance of the Permit, the Quarry commission engage a hydrologist to obtain baseline information from volunteer neighboring wells, which will serve as the

monitoring wells. The baseline metrics will be utilized for future well monitoring regarding movement of water.”

QUARRYING HOURS

(6) 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

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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. **The \$2,000.00 fee for counsel and consultant fees shall be adjusted each year based upon COLA increases, from the base year which shall be the year 2025.**

NOISE CONTROL

(12) 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.

(13) 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

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

(15) 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.

(16) 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.

(17) 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.

(18) 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

(19) 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.

(20) 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

(21) 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.

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

MODIFICATIONS AND RENEWAL

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

(24) 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.

(25) 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

(26) 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.

(27) 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.

(28) 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.

(29) 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.

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

(31) 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.

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

(33) 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

(34) 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

(35) 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, _____, does accept the foregoing Natural Resource Removal Permit and agrees to perform all of the terms and conditions thereof.

T.H. KINSELLA, INC.

By: _____

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 Grevelding

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

STATE OF NEW YORK) ss:

COUNTY OF ONONDAGA)

On this ____ day of ____, before me personally came _____,
to me personally known, who, being my me duly sworn, did depose and say that he
resides in _____, New York, that he is the
_____ 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

Exhibit A
to Natural Resource Removal Permit

Legal Description of Affected Lands

“ALL THAT TRACT OR PARCEL OF LAND”, situated in the Town of Manlius, County of Onondaga and 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

and also ,

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.

and also

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.

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 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 day of June, 2025.

DATED: June , 2025

Fayetteville, New York

Carrie Grevelding

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

April 24, 2025

Jason Ebbs, PE
LaBella Associates DPC
VIA Email: jebbs@labellapc.com

**Re: Proposal for Professional Survey Services:
Enders Road
Town and Village of Manlius**

Thank you for the opportunity to present this proposal for Professional Surveying Services. Per the RFP request we understand the following.

Scope of Work

The following represents the tasks that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to the Fee Schedule Summary table near the end of this proposal for the costs and time schedules associated with each task.

Task 01 –Right of Way Survey

LaBella will complete a Right of Way survey of Enders Road from the intersection Cazenovia Road to the intersection of East Seneca Turnpike as shown on attached Figure "A", identified as being 6,000 linear feet ±. All surveying will be completed in accordance with the "Code of Practice" as adopted by the New York State Association of Professional Land Surveyors. LaBella will complete research, which is normal as specified under the above-mentioned code, including a review of records at the Onondaga County Clerk's Office, ONDOT and NYSDOT. The survey will demonstrate the location of all highway boundaries, and rights of way of record. Property owner information and the approximate location of property sidelines will be shown based on record research on the Onondaga County Clerk's Office.

Locations of right of way/property monumentation, limited planimetric features and surface utilities will be obtained throughout the project limits. The survey will include, but not be limited to, the location of centerline and edges of roadways, driveways, utility poles, guy anchors, overhead wires, curbs, sidewalks, fences and guiderails.

Deliverables

LaBella will prepare a base map for the project area demonstrating the highway boundaries and planimetrics of the project area. Base map scale will be 1" = 30'. Mapping will be completed in AutoCAD format and supplied as such. A .txt file or .csv file of the point data collected will also be supplied.

Client Responsibilities

The client will arrange for all necessary permissions to allow LaBella and their employees to enter upon the lands of others as necessary to complete this proposed project, and to save and hold harmless LaBella its agents, servants, and employees from any claims for damages for trespass on the subject premises and adjoining lands. The Client will supply historic surveys and record drawings indicating the position of existing utilities.

Schedule

LaBella is prepared to begin three (3) weeks after notice to proceed has been received. It is expected that the final mapping would be available for delivery three (3) weeks after the survey is completed.

If we are obstructed or delayed by inclement weather, then the time therein shall be extended for a period equivalent to the time lost.



Assumptions and Exclusions

The following list of assumptions and exclusions were incorporated when preparing this proposal. However, should additional services become necessary, we would appreciate an opportunity to negotiate a fee.

- A full topographic design survey is not included as part of this proposal.
- Participation of a professional land surveyor at local municipal board meetings is not included.
- Underground utility measurements and mapping are not included as part of this proposal.
- Scope and costs listed herein assume LaBella will address one (1) round of revisions to comments.
- ALTA/NSPS Land Title Survey is not included as a part of the proposal.
- Preparation of easement, and/or subdivision maps is not included as a part of the proposal.
- Preparation of individual parcel boundary surveys is not a part of the proposal.
- LaBella Associates, D.P.C. remains the owner of all survey notes, electronic files, computations, maps, and drawings produced in connection with this work.
- LaBella will not be put into any hazardous or potentially dangerous situations by the owner or their agents and reserve the right to refuse any task that they deem would jeopardize their wellbeing without recourse from the owner or their agents.
- Health and safety certifications are not needed by LaBella personnel to conduct the work involved.
- Project is subject to prevailing wage rate as established by the NYSDOL.
- Construction/Surveying layout services are not included but can be provided upon request for an additional fee.

Professional Services Fee Schedule

LaBella proposes billing each task as indicated in the following Fee Schedule Summary. LaBella will make its best effort to complete each of these tasks within the estimated amounts, however it is possible that it will be necessary to exceed these amounts to complete the scope of services for each task. We will not exceed any estimated fee amounts without written authorization from you.

Fee Structure Table

Tasks		Fee Estimates
Task No.	Task Description	Lump Sum
01	Right of Way Survey	\$37,350
Total Cost		\$37,350

We appreciate having the opportunity to submit this proposal for professional surveying services. Should you have any questions, or require any additional information, please do not hesitate to contact me directly at mmurphy@labellapc.com or (585) 615-2769.

LaBella looks forward to working with you on this project.

Respectfully submitted,

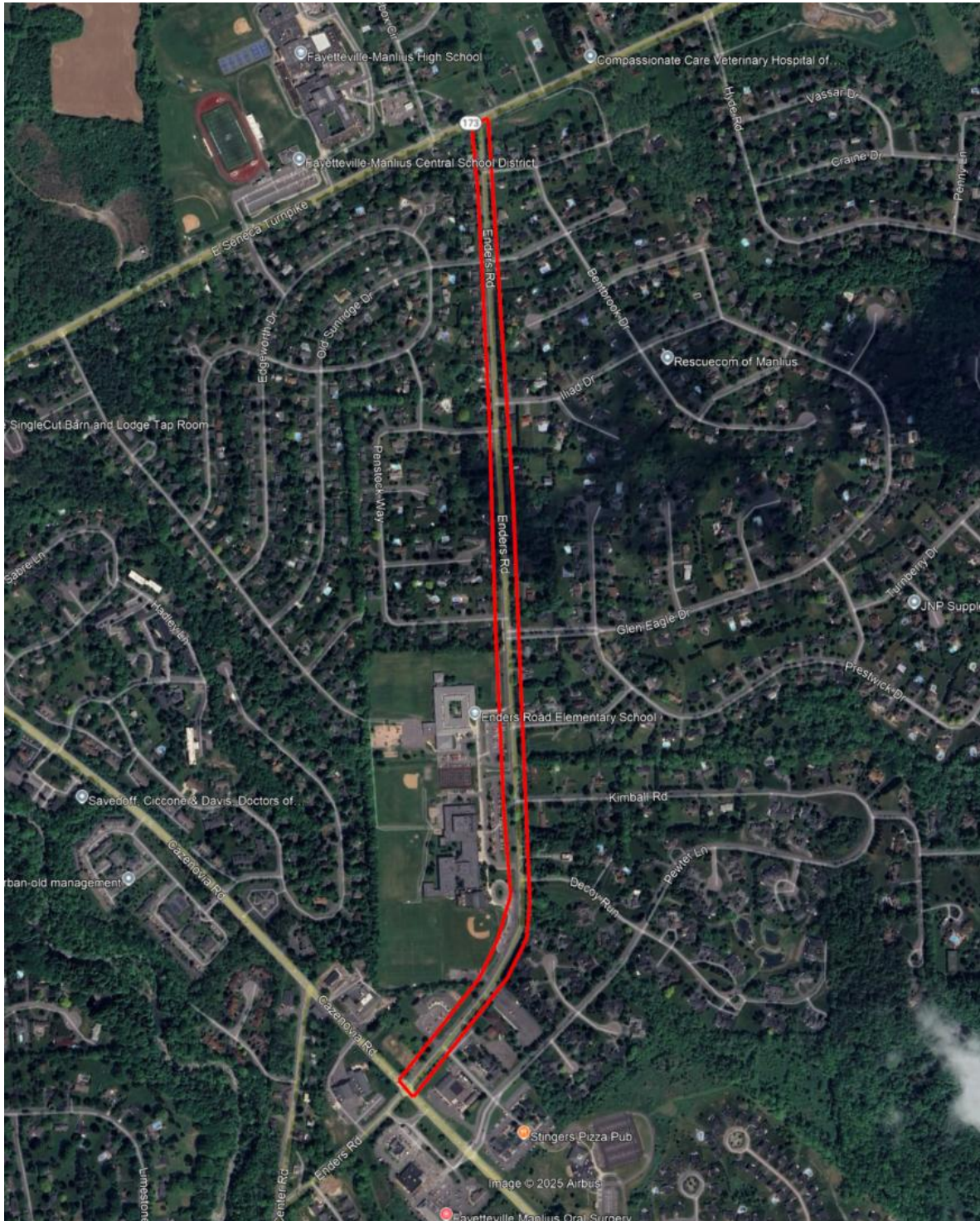
LaBella Associates, DPC

Matthew L. Murphy, PLS
Survey Manager



Figure "A"

Right of Way Survey Limits



**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 Enders 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

2025 Summer Staff hired to replace previously hired staff that backed out.

Name	Position	Pay
Mathew McDonald	Recreation Attendant	\$17.00 per hour
Robert Sweeney	Recreation Attendant	\$17.00 per hour
Tyler McIlvain	Lifeguard	\$21.25 per hour

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>

MINUTES
TOWN BOARD
June 11, 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/Hi8PLBwTcQw?si=tT12Ni0WjNag1Gaw>
Supervisor Deer presided, and the following Board members were present:

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

The following Town Officers were present: Carrie Grevelding, Town Clerk. William Wolfe, Town Attorney. Jason Cassalia, Chief of Police. Ann Oot, Town Manager. Kay Blythe, Deputy Town Manager. Rob Cushing, Highway Superintendent. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Tom Bassett, Manlius. Tom Kinsella, Fayetteville. Mike Friend, Manlius. Anne Young, East Syracuse. Barb Wilson, Chittenango. Rich Veenstra, Fayetteville. Stephanie Guereschi, Kirkville. Mike Quinn, Manlius. Mike Small, Fayetteville. Craig Donnelly, East Syracuse. Casey Cleary-Hammersted, Fayetteville. Richard Haplin, Fayetteville. Craig Dudczak, Fayetteville. Michael Fogel, Syracuse. Mary Karpinski, Manlius. Andrew Ullman, Brooklyn. Leanna Nugent, Onondaga. Freeda Windland, Fayetteville. Tom Douglas, Fayetteville. Mark Matt, Fayetteville. Eric Downie, Fayetteville. Michal Downie, Fayetteville.

Virtual Meeting Attendees: Erin Trojan. Ed Davidson. Christine Kirkman

2. 6:30 PM - The Pledge of Allegiance

Supervisor Deer called the meeting to order at 6:30 PM. Councilor Kriesel 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 – Tree Commission - Presentation by Davey Resource Group

Andrew Ullman gave a brief presentation regarding the Public Tree Inventory for both the Town of Manlius and the Village of Fayetteville.

5. 7:06 PM – Public Hearing - Kinsella Quarry Natural Resource Removal Permit

Supervisor Deer explained that the Town Engineer was still working with Attorney Sutphen to prepare SEQR for the next board meeting on June 25, 2025. The public hearing was held open.

6. 7:10 PM – Public Hearing - Amendment to PUD - Highbridge Senior Apartments

Representatives from Keplinger Freeman Associates had the opportunity to answer questions that were raised by the community.

Michal Downie of Fayetteville spoke regarding the sidewalks. Ms. Downie also inquired about the increasing number of apartments with the decreasing number of parking spaces.

Tom Bassett of Manlius inquired about the sidewalks.

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

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Kriesel made a motion, Seconded by Councilor Nicholson, to adopt Local Law 2025-4 Amending Chapter 155-20.8 Entitled “Adopted District Plans” of the code of the Town of Manlius.

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

Nayes: 0 All in Favor. Motion Carries.

7. 7:35 PM – Public Hearing - Proposed Local Law Amendment - Chapter 155 Section 20.2 of the Town Code Entitled Planned Units Development

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

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

Nayes: 0 All in Favor. Motion Carries.

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

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

Nayes: 0 All in Favor. Motion Carries.

This public hearing was left open for a future meeting.

8. 7:38 PM – Public Hearing - Mulberry Ln Lighting District

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

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

Nayes: 0 All in Favor. Motion Carries.

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

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

Nayes: 0 All in Favor. Motion Carries.

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

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

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, Seconded by Councilor Kriesel to adopt the Resolution Increasing or Improving of the Facilities of Lighting District #1 Pursuant to Article 12 of the Town Law.

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

Nayes: 0 All in Favor. Motion Carries.

9. 7:38 PM – SEQR - Muirfield Stormwater Improvements

Councilor Bollinger made a motion, Seconded by Councilor Kriesel to adopt a SEQR Resolution, as prepared, finding that the Muirfield Stormwater Improvement project will not result in a significant adverse environmental impact.

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

Nayes: 0 All in Favor. Motion Carries.

10. 7:40 PM – SIRO & SPO Agreements - 2025-2026 School Year

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the Supervisor and Chief of Police to sign the SIRO Agreement between the Town of Manlius and the East Syracuse- Minoa Central School District for Officer Kellogg.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the Supervisor and Chief of Police to sign the SIRO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Officer Grogan.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the Supervisor and Chief of Police to sign the SIRO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Officer Golden.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the Supervisor to sign the SPO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Mott Road Elementary.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to approve the Supervisor to sign the SPO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Eagle Hill Middle School.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Kriesel made a motion, seconded by Councilor Nicholson, to approve the Supervisor to sign the SPO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Fayetteville Elementary School.

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

Nayes: 0

All in Favor

Motion Carries.

Councilor Kriesel made a motion, seconded by Councilor Nicholson, to approve the Supervisor to sign the SPO Agreement between the Town of Manlius and the Fayetteville-Manlius Central School District for Wellwood Middle School.

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

Nayes: 0 All in Favor Motion Carries.

Councilor Kriesel made a motion, seconded by Councilor Nicholson, to approve the Supervisor to sign the SPO Agreement between the Town of Manlius and the East Syracuse-Minoa Central School District.

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

Nayes: 0 All in Favor Motion Carries.

11. 7:43 PM - Plastic Reduction Resolution

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to adopt the Resolution Supporting the New York State Assembly and Senate to Pass a Strong Packaging Reduction and Recycling Infrastructure Act.

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

Nayes: 0 All in Favor Motion Carries.

12. 7:44 PM - Town of Manlius Justice Court - JCAP Grant- TABLED

13. 7:44 PM – 2025 Recreation Staff for Board Approval

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve the 2025 Recreation Staff as presented.

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

Nayes: 0 All in Favor Motion Carries.

14. 7:44 PM – 2025 Summer Bus Lease Contract with Fayetteville Manlius Schools

Councilor Nicholson made a motion, seconded by Councilor Kriesel, to authorize the Supervisor to sign the Town of Manlius Bus Lease – Summer Program agreement between Fayetteville-Manlius School District and the Town of Manlius Recreation Department.

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

Nayes: 0 All in Favor Motion Carries.

15. 7:45 PM – eScribe - Meeting Management and Live Streaming

Town Clerk Grevelding gave a brief summary of what eScribe was and the benefits. The board tabled this for a future meeting.

16. 7:57 PM – Budget Modification - Police Department Grant

Councilor Nicholson made a motion, seconded by Councilor Bollinger, to approve the budget modification increasing the revenue account A00 4.3389.447 Grant Funded Revenue in the amount of \$55,000.17, and increasing the expenditure account A00 5.3120.447 Grant Expenditures in the amount of \$55,000.17.

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

Nayes: 0 All in Favor Motion Carries.

15. 7:58 PM – Supervisor's Reports - May 2025

Councilor Bollinger made a motion, seconded by Councilor Nicholson, to approve the Supervisor's Report for May 2025 and presented by the Town's Comptroller.

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

Nayes: 0 All in Favor Motion Carries.

16. 7:58 PM – Approval of Minutes – May 28, 2025

Councilor Nicholson made a motion, seconded by Councilor Bollinger, to approve the minutes from May 28, 2025, as submitted by Clerk Grevelding.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Nicholson, Councilor Gonzalez-McCurdy

Abstained: Councilor Kriesel Nayes: 0 Motion Carries.

17. 7:59 PM - Other Business

Councilor Bollinger announced that the Boat Float would be held on Saturday June 14, 2025, at 11 AM at Poolsbrook. Councilor Bollinger also announced that the Comprehensive Steering Committee would be meeting on Thursday June 12, 2025.

Councilor Gonzalez-McCurdy advised that the Age Friendly Committee held a listening session at the Senior Center and that a survey has gone out on the website for focus areas.

18. 8:05 PM – Approval of Abstract #11

Councilor Bollinger made a motion, Seconded by Councilor Kriesel, to approve abstract #11 in the amount of \$502,138.62.

TOWN OF MANLIUS
Fund Summary
Abstract #11 - 2025

<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$351,021.17
B	General Fund Part Town	\$7,937.25

CM1	Police Trust	\$789.00
CM3	Sustainable Manlius	\$1,334.83
DA	Highway Fund Townwide	\$45,279.84
DB	Highway Funds Part Town	\$94,155.47
SL2	Underground Lighting	\$20.58
SR1	Trash	\$250.99
SR2	Brush	\$250.99
TA2	Trust & Agency - Other	\$1,098.50
Total		\$502,138.62

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

Nayes: 0 All in Favor Motion Carries.

There being no further business to come before the Board, upon motion, duly made by
Councilor Nicholson and seconded by Councilor Kriesel the Board voted unanimously to
come out of regular session at 8:06 PM.

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

Nayes: 0 All in Favor. Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	3,515.00
A00-1010	Town Board	250.00
A00-1220	Supervisor	750.00
A00-1410	Town Clerk	136.92
A00-1460	Records Management	9,758.78
A00-1620	Buildings	18.11
A00-1640	Central Garage	151.56
A00-3120	Police	14,545.78
A00-5010	Transportation	1,100.00
A00-5132	Garage	755.03
A00-7310	Recreation	2,829.10

A00 TOTAL	General Fund Townwide	33,810.28
B00-3620	Codes Enforcement	62.46
B00-8020	Planning	40.68

B00 TOTAL	General Fund Part Town	103.14
DA0-5130	Machinery	153,989.27
DA0-5142	Snow Removal	463.38

DA0 TOTAL	Highway Fund Townwide	154,452.65
DB0-5110	General Repairs	39,796.05

DB0 TOTAL	Highway -Part Town	39,796.05

** TOTAL **		228,162.12

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	26,728.96
A00-1330	Receiver of Taxes	7.83
A00-1410	Town Clerk	20.00
A00-3120	Police	1,087.44
A00-5132	Garage	458.72
A00-7310	Recreation	375.00

A00 TOTAL	General Fund Townwide	28,677.95
B00-3620	Codes Enforcement	2,000.00

B00 TOTAL	General Fund Part Town	2,000.00

ACCT	NAME	AMOUNT
DA0-5130	Machinery	5,463.80
DA0-5142	Snow Removal	685.93

DA0 TOTAL	Highway Fund Townwide	6,149.73
DB0-5110	General Repairs	512.00

DB0 TOTAL	Highway -Part Town	512.00

** TOTAL **		37,339.68

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	11,530.00
A00-1620	Buildings	1,388.25
A00-1640	Central Garage	3,900.51
A00-5132	Garage	91,259.15
A00-9045	Employee Benefits	416.60
A00-9061	Employee Benefits	1,250.00

A00 TOTAL	General Fund Townwide	109,744.51
B00-3620	Codes Enforcement	25.00

B00 TOTAL	General Fund Part Town	25.00
SR1-8160	Refuse	209,344.21

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

SR2 TOTAL	Manlius Res Brush Dist	26,379.17

** TOTAL **		345,492.89

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	985.20
A00-3120	Police	406.82
A00-9061	Employee Benefits	1,300.00

A00 TOTAL	General Fund Townwide	2,692.02

** TOTAL **		2,692.02

ACCT	NAME	AMOUNT
A00-1670	Central Printing	1,015.61

A00 TOTAL	General Fund Townwide	1,015.61
DA0-5142	Snow Removal	2,150.00

DA0 TOTAL	Highway Fund Townwide	2,150.00

** TOTAL **		3,165.61