

Agenda

Manlius Town Board

March 27, 2019

6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes -March 13, 2019

Documents:

[3-13-19 DRAFT.PDF](#)

3. Abstract # 6
4. Good Energy Presentation - Energy Savings Program

Documents:

[CCA ADMINISTRATOR AGREEMENT.PDF](#)
[GOOD ENERGY PROPOSED RESOLUTION.PDF](#)
[NEW YORK - NYMEP PRESENTATION II \(2\) \(2\).PDF](#)
[PROPOSED LOCAL LAW.PDF](#)

5. Wellington Commons - Zone Change Request - R-1 To CA
7262 Genesee St. E. Fayetteville NY (Tax Map # 92.00-06-05.2)

Documents:

[WELLINGTON COMMONS - APPLICATION EXHIBITS A-C.PDF](#)
[WELLINGTON COMMONS - APPLICATION EXHIBITS D-I.PDF](#)

6. Set Date Public Hearing - Local Law - Small Cell Regulation
7. Recreation Department Request For Budget Transfer

Documents:

[REQUEST FOR BUDGET TRANSFER MARCH 2019.DOCX](#)

8. Highway Superintendent
9. Planning & Development
10. Attorney
11. Town Clerk
12. Police Chief
13. Town Board
14. Supervisor

15. Adjournment

MINUTES
TOWN BOARD
March 13, 2019

The Town of Manlius Town Board assembled at the Town Hall, 301 Brooklea Drive, Fayetteville, New York, with Supervisor Edmond Theobald presiding and the following Board members present:

John R. Loeffler, Councilor
Sara Bollinger, Councilor
Nicholas J. Marzola, Councilor
Vincent Giordano, Councilor
Karen Green, Councilor
Richard Rossetti, Councilor

The following Town Officers were present:

Tim Frateschi, Attorney for the Town
Mike Crowell, Police Chief
Doug Miller, Town Engineer
Randy Capriotti, Director of Codes

Allison A. Weber, Town Clerk
Rob Cushing, Highway Superintendent
Ann Oot, Town Manager

Other persons attending: Ellen & Mike McGrew, Manlius. John & Perna Deer, Fayetteville.

The Pledge of Allegiance

Supervisor Theobald, called the meeting to order at 6:30 pm. Councilor Marzola led the Pledge of Allegiance. Supervisor Theobald welcomed everyone and thanked all for attending.

Approval of Minutes – February 27, 2019

Councilor Rossetti made a motion, seconded by Councilor Green, to approve the minutes of February 27, 2019 as submitted by Town Clerk Weber.

Ayes: Supervisor Theobald, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Green

Nays: 0

Abstain: Councilor Loeffler, Councilor Giordano,

Motion Carries.

Approval of Abstract # 5

Councilor Marzola made a motion, seconded by Councilor Green, to approve Abstract # 5 as submitted by Town Clerk Weber.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 5 - 2019	
CODE	FUND	TOTALS
A	General Fund Townwide	\$ 214,594.03
B	General Fund Town	\$ 5,244.03
DA	Highway Fund Townwide	\$ 57,060.57
SL1	Overhead Lighting District	\$ 2,175.99
SL2	Underground Lighting	\$ 2,211.00
SL3	Entry Lighting	\$ 108.53
SL4	Garden Park Lighting	\$ 624.18
SL5	Ratnaur Bridge Lighting	\$ 3,762.57
SR1	Manlius Trash District	\$ 159.41
SR2	Manlius Res Brush District	\$ 159.41
SS1	Manlius Con Sewer District	\$ 1,893.48
SW2	Manlius Con Water District	\$ 29,567.65
W80	Schepp Water District	\$ 206.20
W90	Watervale Water District	\$ 35.51

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Bollinger, Councilor Giordano, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

Trash & Brush Contract – Base Years Expiring

Town Clerk Weber stated that the base years for the trash and brush contract are expiring. Town Clerk Weber stated the Town Board will need to consider whether or not they would like to put the existing contracts out to bid. The unit price information would need to be available for the budget process that begins in July. Town Clerk Weber stated that both trash contract and brush contract have an option to renew for one year with Syracuse Haulers.

Councilor Bollinger asked if there was any information on resident satisfaction with the trash and brush services? Town Clerk Weber stated that the trash and brush clerk keeps track of the complaints received and she will provide that information to the Town Board.

Attorney Frateschi reviewed the options for renewal and discussed the bid process.

2018-2019 Costume Rental Contract – CNY Costumes Inc.

Attorney Frateschi reviewed the contract and stated that it is a deposit for the costume rental.

Attorney Rossetti asked that the recreation department completes the top portion of the contract prior to submitting.

Councilor Green stated that the deposit is non refundable and the Town has used CNY Costumes Inc. for several years and never had an issue.

Councilor Green made a motion, seconded by Councilor Rossetti to authorize Supervisor Theobald to enter into an agreement with CNY Costumes, Inc. for costumes rentals for the recreation department summer production of Guys & Dolls.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nayes: 0

All in favor.

Motion Carries.

Correspondence/New Business

A) Highway Superintendent

Highway Superintendent Cushing stated that he visited Albany on Advocacy Day to request an increase in CHIPS (Consolidated Highway Improvement Program) funding. Highway Superintendent Cushing added that the State Senate has re-instated the AIM (Aid and Incentives for Municipalities) funding and the winter severity factor for CHIPS.

B) Planning & Development

Director Capriotti gave an update on the unsafe building located at 136 Wilson Drive, East Syracuse. Director Capriotti stated that all the notifications and postings have taken place per the Town of Manlius Code.

Conversation ensued regarding the what the code requires for the notification process when a building is declared unsafe and how a tax lien is attached to the property for demolition services.

Director Capriotti gave an update on the abandoned property located at 5188 Hoag Lane Manlius. Director Capriotti stated that construction and repair on the home will begin soon.

Storage Building Bid Results

Doug Miller, Engineer for the Town, reviewed the bid results for the storage building behind town hall. The bid opening was held on Wednesday March 6, 2019 at 11:00 AM at town hall.

McGinnis Nelson Construction, Manlius NY	\$80,000
Complete Construction Concepts LLC, Homer, NY	\$81,265

Councilor Loeffler made a motion, seconded by Councilor Rossetti to award the contract for the construction of a storage building located at 301 Brooklea Dr., Fayetteville, NY behind town hall to McGinnis Nelson Construction in the amount of \$80,000.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nayes: 0

All in favor.

Motion Carries.

C) Attorney

Small Cell Regulations – Local Law

Attorney Frateschi presented a draft of a local law regarding small cell regulations. Attorney Frateschi stated that he would like to form a committee to discuss the proposed local law and a design standards document.

The Town Board designated Councilor Loeffler, Councilor Bollinger, Councilor Rossetti and Director Capriotti to serve on the committee to consider the small cell regulations local law.

Councilor Bollinger stated that the focus of small cell regulation is on the fact that there several small cells deployed and the approval process would be in batches.

Attorney Frateschi stated that the proposed law allows for an application with 5 or less small cells would fall under administrative review. Discussion ensued regarding the FCC requirement for deployment.

Attorney Frateschi stated that the local law is separate from the design standards and written policies can be approved by resolution.

Councilor Marzola asked for clarification on what the Town Board is approving versus what the FCC regulates. Discussion ensued regarding what is regulated in the draft local law.

Councilor Rossetti asked about the deployment of small cells in existing developments with underground utilities. Discussion ensued regarding the placement of small cells on existing poles.

D) Town Clerk – No New Business

E) Police Chief

Chief Crowell gave the following report:

- Field training of the new recruits is complete.
- The new Citizen Police Academy has begun and there are 11 participants.
- The Police Department needs to fill 3 vacancies.
- The costs for the temporary move are being finalized.

F) Town Board

Councilor Bollinger stated that she attended the Onondaga County Planning Symposium at which the County Executive discussed the comprehensive plan. Councilor Bollinger stated that the County comprehensive plan should be added to the Planning Process Committee agenda.

Councilor Bollinger stated that she attended the training for the energy savings program discussed at the previous Town Board meeting. Councilor Bollinger stated that Fayetteville is enrolled in the program and the first batch contains 40,000 residents. Councilor Bollinger stated that this program is a way for all residents enrolled in the program to save money on utilities. Councilor Bollinger stated that new legislation has improved the program.

Councilor Bollinger discussed the meeting she recently attended regarding CSX's plan for expansion of the intermodal facility. Councilor Bollinger stated that CSX is improving their own technology.

Supervisor Theobald stated that CSX presented a proposal that was different than what has been proposed in the past. Supervisor Theobald stated that all of the work that will be completed will be on CSX's property. Supervisor Theobald stated concerns regarding traffic were discussed with CSX.

Attorney Frateschi stated that the proposal does not require any municipal approvals from the Town.

Councilor Loeffler stated that the Planning Process Committee has been meeting and making progress.

G) Supervisor

Supervisor Theobald stated that Mayor Olson has communicated that the deer culling process is ongoing.

Zoning Board of Appeals Appointments

Councilor Rossetti reviewed that selection process that took place for the selection of the new Zoning Board of Appeals members. Councilor Rossetti stated that the interview committee has recommended Judy Salamone and Clare Miller.

Councilor Marzola and Councilor Giordano affirmed their recommendation for Clare Miller and Judy Salamone to be appointed to the Zoning Board of Appeals.

Councilor Rossetti recommended that Town Board consider the appointment of alternates to the Zoning Board of Appeals.

Councilor Rossetti made a motion seconded by Councilor Giordano, to appoint Judy Salamone to the position of member of the Zoning Board of Appeals to finish for the remainder of the unexpired term of Henry McIntosh.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

Councilor Rossetti made a motion seconded by Councilor Marzola, to appoint Clare Miller to the position of member of the Zoning Board of Appeals to finish for the remainder of the unexpired term of T.R. Schepp.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Rossetti and seconded by Councilor Loeffler the Board voted unanimously to adjourn regular session at 7:21 PM to enter executive session to discuss contract negotiations.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

EXECUTIVE SESSION MEETING MINUTES

**Executive Session
March 13, 2019**

Upon motion duly made by Councilor Rossetti and seconded by Councilor Green, the Board unanimously agreed to close Executive Session and re-enter Regular Session.

The Town Board Re-entered Regular Session at 7:54 p.m.

Councilor Rossetti, seconded by Councilor Marzola to engage Miller Engineers to undergo Phase II of the Town of Manlius Municipal Building Feasibility Study as set forth in the Miller Engineers proposal dated February 26, 2019.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Marzola, Councilor Giordano, Councilor Bollinger, Councilor Green

Nays: 0 All in favor. Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Loeffler and seconded by Councilor Rossetti, the Board unanimously voted to adjourn the Regular Session at 7:54 p.m.

Submitted by:
Ann Oot
Town Manager

DRAFT

COMMUNITY CHOICE AGGREGATION ADMINISTRATOR AGREEMENT

This Community Choice Aggregation Administrator Agreement ("Agreement") is made and entered into and effective on this [xx] day of [month, year] ("Effective Date") by and between the [name], ("Municipality"), a New York Municipal Corporation, located at _____, and **Good Energy, L.P** ("Administrator"), collectively the ("Parties"), with an office and principal place of business located at 232 Madison Avenue, Third Floor, New York, NY 10016.

WHEREAS, Municipality desires to implement a Community Choice Aggregation program (the "Program") in compliance with New York law and Public Services Commission ("PSC") community choice aggregation rules and procedures;

WHEREAS, Municipality desires to engage Administrator to perform consultancy services, administration, management and procurement (the "Services") for Municipality in relation to the Program for eligible electric and natural gas accounts;

WHEREAS, Administrator desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 – PROGRAM DESIGN SERVICES

1. **Program Design Services**-- Provider shall perform each of the following activities regarding design, approval and implementation of the Program:
 - 1.1. Pending approval from Municipality, prepare and submit a formal petition with the PSC for approval of a CCA in the Municipality alone or together with other qualified municipalities;
 - 1.2. Conduct utility rate comparison to market pricing to determine CCA benefits;
 - 1.3. Explore energy sourcing and pricing options;
 - 1.4. Develop rate design;
 - 1.5. Determine customer eligibility;
 - 1.6. Design Program to ensure legal and regulatory compliance; and
 - 1.7. Determine fees and cost recovery.

ARTICLE 2 – PROGRAM MANAGEMENT SERVICES

2. **Program Management Services**
 - 2.1. Design and implement public education and marketing services for an opt-out CCA program.

- 2.2. Prepare bid specifications and conduct a competitive energy supply procurement, with final selection of the Bid Specifications shall include the following if applicable:
 - 2.2.1. Request for Proposal - Summary
 - 2.2.2. Opt-out process
 - 2.2.3. Billing Procedures
 - 2.2.4. Credit Requirement and Default Procedures
 - 2.2.5. Program Move-In and Move-Outs
 - 2.2.6. Opt-In Program
 - 2.2.7. Green Power - Renewable Energy
 - 2.2.8. Demand Management and Energy Efficiency Program
 - 2.2.9. Community Distributed Generation (CDG)
 - 2.2.10. Community Solar
 - 2.1.11. Distributed Energy Resources Projects (DER)
 - 2.2.12. Community Demand Response (DR) Program
 - 2.2.13. Power Supply Agreement
 - 2.2.14. Pricing and Rates
 - 2.2.15. Eligible Customer Service Classes
 - 2.2.16. Supplier Selection Criteria
 - 2.2.17. Selected Supplier Responsibilities
 - 2.2.18. Liability
- 2.3. Assist with contract negotiations with the selected energy supplier.
- 2.4. Finalize the Service Agreement with the local energy utility.
- 2.5. Coordinate the opt-out process and customer enrollment. Prepare opt-out notices, evaluate eligible customer account data, and coordinate all other notices and publications required under the Order to facilitate the adoption and operation of the Program
- 2.6. Manage the Program in coordination with Municipality and according to the terms of the Implementation Plan.
- 2.7. Give prompt notice to Municipality should the Administrator observe or otherwise become aware of any fault or deficit in the Program or any nonconformance with the energy sale & purchase agreement.
- 2.8. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited

to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

- 2.9. Comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

ARTICLE 3 – MUNICIPAL OBLIGATIONS

3. Obligations of Municipality. Municipality shall:

- 3.1. Assist the Administrator by placing at its disposal all public information pertinent to the services for the project, upon reasonable request.
- 3.2. Use reasonable efforts to secure release of other data applicable to the Program held by others, including but not limited to utility account data, history and eligibility.
- 3.3. Give prompt notice to the Administrator should Municipality observe or otherwise become aware of any fault or deficit in the Program or any nonconformance with the energy sale and purchase agreement.
- 3.4. Adopt a local law to authorize CCA Program implementation.
- 3.5. Conduct public hearings and adopt an Implementation Plan and other engagement plans as required by law.
- 3.6. Nothing herein shall be construed to require the Municipality to approve an energy purchase and sale agreement with an alternative retail electric or natural gas supplier.

ARTICLE 4 – TERM AND TERMINATION

4. **Term and Termination.** The Agreement shall commence on the ____ day of _____, 20__ and shall terminate on the date on which an energy sale and purchase agreement with an alternative retail energy supplier expires or earlier terminates, or as otherwise mutually agreed to by Municipality and the Administrator. The term shall extend automatically with each renewal of the energy supply contract for its Municipal Program and for a year after expiration of the energy supply contract. Municipality may terminate this Agreement at any time by giving Administrator thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to its natural expiration, Administrator shall be paid for the volume of energy purchased through the residential and small commercial opt-out contract by the current alternative retail energy supplier through the next meter read date following the date of expiration of any executed (if any) energy contract with a current alternative retail energy supplier.

ARTICLE 5 - PAYMENT

5. **Payment.** Subject to the Municipality's termination rights described in Section 4, the Municipality agrees that Good Energy fees shall be paid volumetrically by the selected energy supplier per kilowatt-hour ("kWh") or per therm for energy purchased for the duration of the municipal contract. Such fees will be \$0.001 per kWh for electricity supply contracts and \$0.01 per therm for natural gas supply contracts.

ARTICLE 6 – RELATIONSHIP OF PARTY

6. Relationship of the Parties. The parties acknowledge and agree that Administrator is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Administrator and Municipality of a partnership, association, or joint venture. The Parties recognize and agree that Administrator will not perform any function not legally permitted by New York law or the rules and regulations established by an applicable governing authority.

ARTICLE 7 – GENERAL PROVISIONS

7. General Provisions

7.1. Indemnification

- 7.1.1. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Administrator agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Administrator or its employees.
- 7.1.2. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Administrator shall indemnify, defend and hold harmless Municipality, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Administrator, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Administrator, any subconsultant(s) of the Administrator, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Municipality shall be held harmless for any damage to the Administrator's property and/or equipment during the course of performance under the Contract.

7.2. Insurance

- 7.2.1. The Administrator shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Administrator may be legally responsible. The Administrator shall maintain said coverage for the entire agreement period, unless by PSC Order the Administrator is required to carry a different insurance coverage.

7.2.2. Taxes

7.2.2.1. Administrator is subject to and responsible for all applicable federal, state, and local taxes.

7.2.2.2. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Administrator upon written request.

7.3. Assignment - The Parties may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

7.4. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of New York.

7.5. Confidential and Proprietary Information.

7.5.1. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives.

7.5.2. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Administrator's confidential information, will be and remain the sole property of the Municipality. The Administrator must promptly deliver all Data to the Municipality at the Municipality's request. The Administrator is responsible for the care and protection of the Data until that delivery. The Administrator may retain one copy of the Data for the Administrator's records subject to the Administrator's continued compliance with the provisions of this Contract.

7.5.3. Limitations on customer information Municipality agrees that customer-specific information provided to the Municipality in accordance with the provisions of the applicable utility tariff rate shall be treated as confidential. To protect the confidentiality of customer information:

7.5.3.1. Administrator access to customer information is limited those authorized representatives of Administrator, or any third party, who have a need to know the information for purposes of this Contract.

7.5.3.2. Administrator warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

7.5.3.3. Administrator and Municipality acknowledge that customer information remains the property of the Municipality and that material breaches of confidentiality will prohibit Administrator from placing any new bids to the Municipality's subsequent Request(s) for qualifications for a period of one year after termination of this Agreement.

7.5.4. Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article shall survive the conclusion or termination of this Agreement for two (2) years.

7.6. Governing Law/Venue: Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York, in any court of competent jurisdiction in the county in which the Municipality is principally located.

7.7. Severability: If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

7.8. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____.

[MUNICIPALITY]

BY: _____

[MUNICIPAL OFFICIAL]

GOOD ENERGY, L.P.

BY: GOOD OFFICES TECHNOLOGY PARTNERS, LLC
ITS GENERAL PARTNER

BY: _____

Maximilian Hoover, Manager

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

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

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

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

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

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

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

1. The [GOVERNING BODY] finds that the exploration of the potential use of Community Choice Aggregation in the [MUNICIPALITY] is in the best interest of residential and commercial electricity and natural gas customers within the [MUNICIPALITY].
2. The [GOVERNING BODY] hereby approves Good Energy, L.P. to act as Community Choice Aggregation Program Administrator and authorizes the necessary [MUNICIPAL ENTITY] officials to work with Good Energy, L.P. to conduct preliminary analyses, design programs, and procure electricity and natural gas service from an energy service company, as well as to take any and all steps necessary and required by the New York State Law and policies, programs and orders of State administrative agencies, including but not limited to conducting an RFP to select an energy provider, and to negotiate and enter into any such agreements including power purchase agreements to facilitate the implementation of the [MUNICIPALITY'S] Community Choice Aggregation Program if the [MUNICIPALITY] determines the same to be in the best interests of the [MUNICIPALITY'S] electric and natural gas customers.
3. The [APPROPRIATE OFFICIAL], and/or members of the [GOVERNING BODY], as appropriate or as otherwise required by law, are hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the [MUNICIPALITY] as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.

4. The execution, delivery and performance by the [APPROPRIATE OFFICIAL], and/or the member of the [GOVERNING BODY], as appropriate or as otherwise required by law, for and on behalf of the [MUNICIPALITY], of all such further instruments and documents required in connection with the implementation of a Community Choice Aggregation Program, each in form and substance approved by the [APPROPRIATE OFFICIAL], and/or the members of the [GOVERNING BODY], as appropriate or as otherwise required by law, his or her signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the [MUNICIPALITY].
5. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.
6. This resolution shall be effective immediately.

Moved by: _____

Seconded by: _____

Aye:

Nay:

Absent:

Dated: _____, 2016
_____, New York



NEW YORK MUNICIPAL ENERGY PROGRAM



NEW YORK MUNICIPAL ENERGY PROGRAM

The New York Conference of Mayors (NYCOM) and the Association of Towns have created the New York Municipal Energy Program (NYMEP), a innovative Community Choice Aggregation (CCA) and Municipal buying initiative that allows New York communities and municipal facilities to save money on energy costs.





NEW YORK MUNICIPAL ENERGY PROGRAM

Municipal Aggregation

- Create economies of scale
- Leverage membership of each organizations
- Qualify as a Shared services
- AOT – over 900 members
- No penalty for non-members

Community Choice Aggregation

- Create economies of scale.
- Leverage Populations
- Qualify as a Shared services
- Good Energy Implementation Plan approved by PSC.
- Clean Energy Communities Program.
- Evens the playing field for residents.

Who is Good Energy?

- New York based energy consulting and brokerage firm.
- A National Company: operating in all deregulated markets, importing best practices and ideas from other states
- National Leader in CCA & Government Aggregation: Largest buying group in the country representing 3 million residents.
- Track Record in Saving Residents Money: 400 communities and 700,000 households. Illinois aggregation – \$120,000 million in savings
- Manage over 5 billion kWhrs of electricity nationwide.
- Consultants for Education Services Commission of New Jersey electric aggregation, 93 public entities across 17 counties.
- Relationships with over 100 Energy suppliers and wholesalers of energy nationwide; knowledge of their capabilities and operational readiness with aggregation - as important as price.
- Outreach Expertise: communication is key with Municipalities; Good Energy has a comprehensive outreach program. Passed over 200 voter referenda in state of Illinois.
- Press and Media experience: knowledge of how to work with local media to assist with program outreach.

Municipal Aggregation experience

Illinois – Municipal Opt-Out Aggregation

- 120 million in collective savings
- Good Energy with over 200 **active** municipal CCA program
- Good Energy program represents 2 million in Population in the state

New Jersey - Government Energy Aggregation

- ESCNJ Buying Cooperative
- A resurgence in the 2013
- Over 30 communities

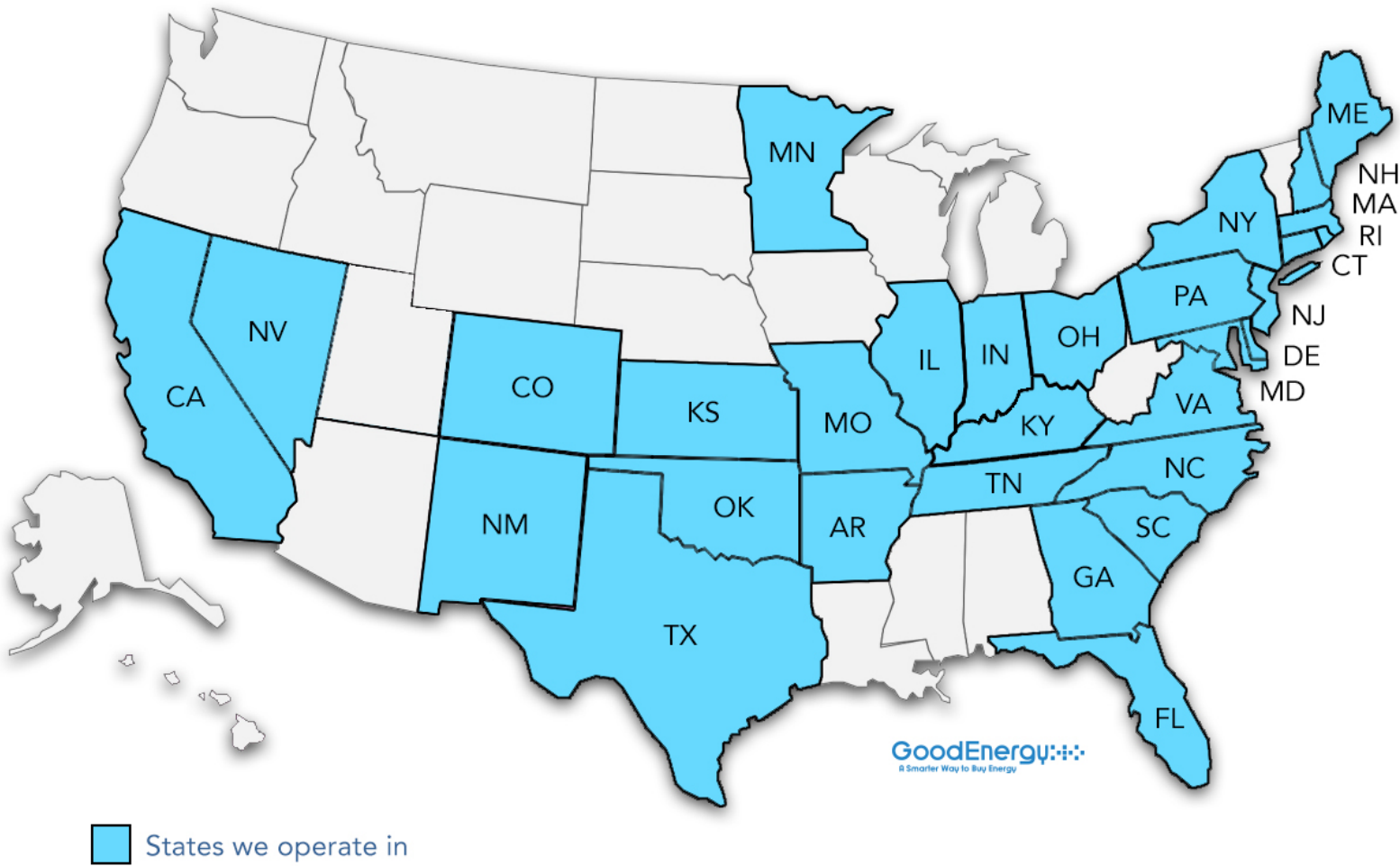
Massachusetts – Municipal Aggregation

- 50 plus communities
- Good Energy with 230,000 residential program

California - coined the phrase CCA

- 2001 legislation
- A resurgence in 2010
- Over 100 large communities
- Marin Clean Energy Program
- Utilities not in support b/c market not fully restructured

National presence – Multiple States



Natural gas trend



Community Choice Aggregation |CCA| in New York

CCA is the concept where Municipalities are empowered to work with other municipalities, to aggregate the electric and natural gas loads of their residents and businesses to gain greater buying power in states with deregulated competitive energy markets.

- PSC approved the order for CASE 14-M-1224 allowing CCA statewide.

Community Choice Aggregation – Process

PSC Filing Process

- Select Good Energy/NYMEP CCA Administrator

Generic Implementation Plan Approved PSC.



Submittal Process

- Resolution
- CCA Professional Services Agreement
- Local Law Agreement
- Outreach Plan



Program Assessment

- Data requisition
- Utility Data Security Agreement.
- Conduct ESCO RFP
- Select ESCO



Program Initiation

- 2 (two) month outreach
- Migrate eligible energy accounts.
- Savings for Community



How will it impact your energy bill?

- Two Components: Your electricity bill has two major cost components – **Delivery and Supply**.
- Supply: CCA changes only the supply component of your bill.
- 50% to 75% of the energy bill will be impacted. The other component, Delivery, will not be affected.
- Participants will see NO change in their utility bill other than a price reduction on energy supply.

Renewable CCA

The same bulk-purchasing principles and benefits of launching a CCA program for traditional power apply to renewable energy procurement – the larger the amount of energy to be offset (using renewable energy certificates [REC]), the greater the savings.

Good Energy has observed an increase in demand for local renewable energy and has developed partnerships and systems to facilitate those targets making them reality.

Significant Track Record:

- Illinois (Municipal Aggregation)
- New Jersey (Government Energy Aggregation)
- Massachusetts (Municipal Aggregation)

March 2014, "Leading from the Middle - How Illinois Communities Unleashed Renewable Energy"
91 Illinois Towns Using CCA to Achieve 100% Renewable Electricity via RECs
64% of these were Good Energy communities



Alton Arlington Heights	Easton	Manito	Rolling Meadows Romeoville
Aurora	Edwardsville Elwood	Marion	Roxana
Bartonville Beecher	Forest City Evanston	Marquette Heights	San Jose Shorewood
Bethalto Bolingbrook	Glen Carbon Frankfort	Marshall County	South Barrington
Brimfield Braidwood	Godfrey	Mason County	South Pekin
Buffalo Grove	Granite City	McLean	South Roxana
Carbondale	Hanna City	Monticello	Sparland
Cary	Hartford	Morton	Stanford
Champaign County Channahon	Havana	Normal Norridge	Stark County
Charleston Coal City	Henry Homer Glen	North Pekin Oak Park	Tazewell County
Columbia Crete	Hopewell	Paris Park Forest	Toluca
Creve Coeur	Jacksonville Kenilworth	Pekin	Topeka
Decatur	Kilbourne Lake Forest	Peoria	Urbana Warrenville
Deer Creek	Lemont	Peoria County	Washburn
Dunlap	Lisle	Peoria Heights Peotone	Washington West Frankfort
East Peoria	Mackinaw	Roanoke Rockdale	West Peoria Westmont
			Woodridge

New Jersey – renewable



Woodbridge Township – largest GEA program in state, 25% of the total energy supplied to the aggregation from New Jersey Class 1 RECs (inclusive of RPS) and still beating the utility PTC – first in the state to launch a RGEA!

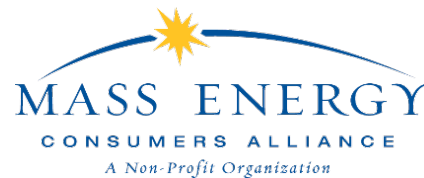


Sustainable Jersey – nonprofit organization that provides tools, training and financial incentives to support communities as they pursue sustainability programs

Awards 30 points to township!

Massachusetts - renewable

Communities demonstrating strong demand for local renewable energy



Good Energy develops relationship with
MASS ENERGY CONSUMERS ALLIANCE

- Arlington
 - Somerville
 - Sudbury
 - Winchester
- } 5% MA Class 1 RECs over the RPS is default
- Brookline – 25% MA Class 1 RECs over the RPS as default; highest default renewable energy product using local renewable Class 1 RECs in US

Community Outreach - Awareness

Good Energy develops an awareness campaign tailored to your community. Outreach options include:

- Website development
- Newspaper and other publications
- Radio/TV
- Local cable access and or municipal television station
- In-person presentations
- Informational brochures and posters
- Utility bill inserts
- Customer service help-line (inquires responded to in 24 hours) – telephone and online

**Good Energy will be responsible for all marketing costs.*

Good Energy LP: A proven Leader in Community outreach

HOW ARE YOU MANAGING ELECTRICITY PRICES IN YOUR COMMUNITY?

Buy together. Save together.
Learn about community electricity aggregation from the industry leader.

Local renewable energy options!

For information,
Call: (844) MASS-AGG (627-7244)
E-mail: mass-agg@goodenergy.com

GoodEnergy
Uniquely Experienced to Save Your Community Money

Community Electricity Aggregation

Our community is participating in a bulk purchasing program designed to save you money on your electricity bill and protect you from volatile electricity prices.

Benefits:

- The goal is to provide savings on your electric bills beginning winter 2015/16
- Rate stability
- Leave the program at anytime without penalty

Features:

- Automatic enrollment
- Ratespayers may opt-out and remain with their current supplier
- Continue to call your utility with any service issues
- Continue to receive a single bill from your utility
- Keep Budget Billing
- Renewable energy options available

For more information:
Call: (844) MASS-AGG (627-7244)
E-mail: mass-agg@goodenergy.com
Website: mass-agg.com

Learn how municipal leaders are saving their residents and businesses millions of dollars on electricity.

CALL NOW: 844-MASS-AGG (627-7244)

For more details: www.Mass-GoodEnergy.com

GoodEnergy Uniquely experienced to save your community money

COMMUNITY ELECTRICITY AGGREGATION PLUS PROGRAM

Kick-Off Workshop
MAPC 60 Temple Place, 3rd Floor

SAVE THE DATE

Community Electricity Aggregation Plus is an opportunity for municipalities to have a single point of contact for all their electricity needs, while ensuring competitive and stable electricity rates.

MAPC has selected Good Energy, the industry leader in CEA programs, along with its partner Sustainable Energy Management, to provide energy aggregation services to any MAPC member city or town.

Join MAPC and Good Energy at our Kick-Off Workshop and learn more about this exciting program:

- How to use aggregation's economy-wide buying power to increase local renewable energy on the grid
- How to avoid volatile electricity prices and secure stable, competitive pricing over multiple years for residents and businesses
- How to connect on-site facilities, solar, hydro, and geothermal
- How to connect with Good Energy under the MAPC procurement
- And, how to get started!

SAVE THE DATE

MAPC
60 Temple Place
3rd Floor
Boston, MA 02114
February 3, 2014
7:30-9:30 pm
Space guaranteed

EWI
good@ewi.org

MAPC
Sustainable Energy Management
GoodEnergy

LEVERAGE THE BUYING POWER OF YOUR COMMUNITY TO REDUCE ENERGY COSTS

Managing more community energy aggregation programs than any other energy management firm, Good Energy uses its national experience to design and implement the most successful community CEA programs.

Buy together and save money for your residents and businesses. Learn about community energy aggregation from the industry leader.

For information, call: 844-933-2677, option 6
e-mail: info@goodenergy.com
website: goodenergy.com

GoodEnergy
Uniquely Experienced to Save Your Community Money

POWER IN NUMBERS

Community Energy Aggregation

A comprehensive, vetted Community Energy Aggregation program (CEA) is more than just a procurement contract. The process requires a lot of time and resources, and it's not always easy to find the right CEA program for your community. Good Energy's CEA programs are always working, the contracts are vetted and the benefits of the program are well understood. Investing in a CEA program is a smart investment in your community's future.

GoodEnergy believes that local cities and towns should have the right to choose the best CEA program for their needs. That's why we offer a variety of CEA programs to help your community members reduce energy costs.

GoodEnergy runs more CEA programs than any other energy management firm, using national experience and local expertise to design and implement the most successful business solutions, tailored to the needs of your community.

Get started: phone 800.777.7414, email: info@goodenergy.com
or visit www.goodenergy.com

GoodEnergy
Uniquely Experienced to Save Your Community Money

COMMUNITY CHOICE AGGREGATION

Learn how your residents can benefit through our community program

GoodEnergy
Uniquely Experienced to Save Your Community Money

Good Energy LP: A proven Leader in Community outreach



The Town of Somers
Community Electricity Aggregation Program

The Town of Marion
Community Electricity Aggregation Program

The Town of Rehoboth
Community Electricity Aggregation Program



Vote YES
to Save Money
on Your
Electricity
Bill!

Vote YES on November 6



**COMMUNITY ELECTRICITY
AGGREGATION PLUS PROGRAM**

Kick-Off Workshop
MAPC, 60 Temple Place, 3rd Floor
Boston, MA 02111
February 1, 2016 | 11am to 1pm
*Lunch provided



Answers to FAQs

Saving money using bulk purchasing. Approximately 10% savings (\$180 on average annually) on electricity portion of bill. Fixed rate for duration of contract term. Anytime customers to deliver electricity. Same quality service from America's One Billion Americans. Available to all customers. Available to small businesses using 10,000 kWh or less. May participate in budget billing. No obligation to participate - free notification to Opt Out without penalty. Customers already with an alternative provider not included. One new \$25 fee for central air. Answer: "Young to company" may be found by registering at www.4thandfuel.com

For more information:
www.marinenergychoice.com
or (217) 622-8009 or (815) 485-6836



**Remember to Vote
November 6th**



Save 28%
Vote YES
November 6th
on Electricity Supply Proposition



**CITY OF
MELROSE
COMMUNITY
ELECTRICITY
AGGREGATION
PROGRAM**

Program Details

- How do I join the program?
- How do I leave the program?
- Have you received multiple opt out letters?
- Savings Calculator
- Renewable Energy Options
- Frequently Asked Questions
- News & Information
- Contact

Program Details

THE CITY OF MELROSE HAS CHOSEN CONSTELLATION NEW ENERGY AS THE SUPPLIER FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM.

The chart below shows rate details and comparison with National Grid default basic service rate. Click the chart to enlarge.

Rate Class	New Community Electricity Program (Supply Services Only)	Current Utility Basic Service (Supply Services Only)
Residential	\$0.2161/kWh	\$0.2161/kWh
Commercial	\$0.2161/kWh	\$0.2161/kWh
Industrial	\$0.2161/kWh	\$0.2161/kWh
Duration	January 2016 - January 2017 Rates apply to service beginning and ending on the day of the month that your meter is read in your service area.	January 2016 - April 2016 National Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 1 month.



Ryan Spain
City Councilman - Peoria, IL

Examples – community awareness

23% below
Eversource's 2018 Winter rates

New Bedford's Renewed Community Electricity Aggregation Program

[Learn more](#)

New Bedford's Community Electricity Aggregation Program has been renewed!



No action is required to participate.
[Click here to learn more!](#)



New Bedford's Community Electricity Aggregation Program has been renewed! No one from the city will ever call, email or knock on your door about this program.
[Click here to learn more!](#)



New Bedford, along with 22 surrounding communities, has renewed its Community Electricity Aggregation program.
[That's power in numbers!](#)

[Click here to learn more!](#)

13.16/kWh Eversource's 2018 winter rate

10.12/kWh New Bedford's Renewed Community Electricity Aggregation program rate



[Click to learn more!](#)

New Bedford's Community Electricity Aggregation Program has been renewed with a fixed rate of 10.12 cents/kWh that will not change until January 2021.
[Click here to learn more!](#)

New Bedford's Community Electricity Aggregation Program has been renewed! No one from the city will ever call, email or knock on your door about this program. [Click here to learn more!](#)

Digital Ads

Questions & Answers

Contact information

New York Team

Javier Barrios – Managing Partner

347-200-2604

Edward Carey – Director, Energy

347-598-4235

Gary Fogelman – Manager Mass Markets

212-792-0222 x 1016

Jeff Feith – Marketing Manager

212-792-0222

LOCAL LAW FILING

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate matter.

☐ City ☐ Town ☐ Village

of _____

Local Law No. _____ of the year 20__

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

Be it enacted by the _____ **Board of** _____ of the

☐ City ☐ Town ☐ Village

of _____ as follows:

Section 1:

Add

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

ARTICLE I

§1. Legislative Findings; Intent and Purpose; Authority

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

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

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

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

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

§2. Definitions

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

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

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

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

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

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

Public Service Commission – New York State Public Service Commission.

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

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

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

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

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

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

§4. Customer Eligibility.

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

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

§5. Supplier Selection; Supplier Contracts.

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

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

§5. Opt-Out Notice and Procedures.

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

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

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

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

§6. Customer Data Sharing.

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

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

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

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

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

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

TOWN OF MANLIUS
ZONE CHANGE APPLICATION
See Instructions

TOWN OF MANLIUS
TOWN CLERK'S OFFICE
DEC 06 2018
RECEIVED AND FILED

1. Name of Person applying for Zone Change: Thomas Thomas

Address of person applying: 7262 Genesee St. E., Fayetteville, New York 13066-1263

Phone number (315)637-2020 Cell Phone _____

2. Name: of owner of record of land where Zone Change would occur Thomas Thomas

Address: (owner of record) 7262 Genesee St. E., Fayetteville, New York 13066-1263

Phone number (owner of record) (315) 778-9950 Cell Phone _____

3. Tax Map Number of property where Zone Change would occur: 92.00 - 06 - 05.2

Address where Zone Change would occur: 7262 Genesee St. E., Fayetteville, New York 13066-1263

4. Present zoning classification of property Residential District 1 (R-1)

5. Desired zoning classification Commercial District A (C-A)

Reason for change of Zone (use additional sheets if necessary): See attached.

6. What is the lot size? 11.26 acres

7. Is this property located in a flood hazard area? _____

8. Will the proposed project use require a Variance? No.

9. If the Zone Change is granted, will the current use of the property conform to the new zoning Yes

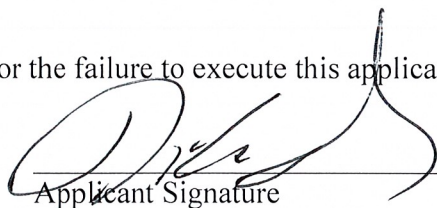
10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county,

Yes

If yes, Please specify: The Village of Fayetteville

11. List the uses of all abutting property: See attached.

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



Applicant Signature

Member

Title

8/31/18

Date

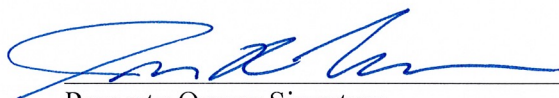


Applicant Signature

Title

11/29/18

Date



Property Owner Signature

EXHIBIT LIST

EXHIBIT	DESCRIPTION
A	Property Description Report (092.00-06-05.2)
B	List of Abutting Properties (w/ property description reports)
C	Town of Manlius Tax Maps (092.00, 092.001, 087.00)
D	Town of Manlius Zoning Map
E	Environmental Assessment Form
F	Affidavit, Chapter 809
G	Individual Acknowledgment
H	Survey Map
I	Legal Description of Area of Zone Change

EXHIBIT A

(Remainder of Page Intentionally Left Blank)



Property Description Report For: 7262 Genesee St E, Municipality of Town of Manlius

No Photo Available

Status:	Active
Roll Section:	Taxable
Swis:	313889
Tax Map ID #:	092.-06-05.2
Property #:	
Property Class:	421 - Restaurant
Site:	COM 1
In Ag. District:	No
Site Property Class:	421 - Restaurant
Zoning Code:	R4
Neighborhood Code:	00500
School District:	Fayetteville-Manlius
Total Assessment:	2017 - \$1,014,300
Total Acreage/Size:	11.26
Land Assessment:	2017 - \$765,200
Full Market Value:	2017 - \$1,014,300
Equalization Rate:	----
Deed Book:	4289
Grid East:	650336
Property Desc:	FI 74 Multiple Site
Deed Page:	131
Grid North:	1103801

Owners

Thomas Thomas
7262 Genesee St E
Fayetteville NY 13066-1263

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/21/1998	\$1	420 - Dining est.	Land & Building	Thomas, Thomas	No	No	No	4289/131
5/26/1995	\$1	420 - Dining est.	Land & Building	7206 East Genesee	No	No	No	4041/247
5/25/1995	\$1	420 - Dining est.	Land & Building	Thomas, Thomas	No	No	No	4003/262
7/1/1994	\$1	421 - Restaurant	Land & Building	Geo, Thomas Theresa Clark	No	No	No	3935/220

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Good	Overall Desirability:	4

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	0	0	0		1935	Normal	Average	6200	2
0	0	0	0		1935	Normal	Average	2370	2

Site Uses

Use	Rentable Area (sqft)	Total Units
Restaurant	8,570	0

Improvements

Structure	Size	Grade	Condition	Year
Dependnt res	2,370.00 sq ft	Good	Good	1976
Dependnt res	700.00 sq ft	Average	Normal	1976
Barn-1.0 gen	2,641.00 sq ft	Good	Normal	1970
Gar-1.0 att	300.00 sq ft	Average	Normal	1935

Land Types

Type	Size
Primary	2.00 acres
Residual	9.26 acres

Special Districts for 2017

Description	Units	Percent	Type	Value
CSW15-Onon co san un	2.73	0%		0
CWR40-County water	0	0%		0
FR001-Fayetteville fire	0	0%		0
LT001-Manl cons lgt dis #1	0	0%		0
SW012-Consolidated sewer	3.2	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

Taxes

Year	Description	Amount
------	-------------	--------

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

EXHIBIT B

(Remainder of Page Intentionally Left Blank)

Tax Parcel ID	Parcel Location	Owner and Owner's Address	Current Zoning	Current Land Use
092.-06-30.0	7273 Dabney Lane Fayetteville, NY 13066-1822	Matthew & Elizabeth Wheeler 7273 Dabney Lane Fayetteville, NY 13066-1822	Residential Dist. 1 (R-1)	Single Family Residence (210)
092.-06-29.0	7275 Dabney Lane Fayetteville, NY 13066	Brian F. & Karine E. Leydet 7275 Dabney Lane Fayetteville, NY 13066	Residential Dist. 1 (R-1)	Single Family Residence (210)
092.-06-28.0	7277 Dabney Lane Fayetteville, NY 13066-1822	Iris K. Evans 7277 Dabney Lane Fayetteville, NY 13066-1822	Residential Dist. 1 (R-1)	Single Family Residence (210)
092.-07-03.1	7300 Genesee St. E. Fayetteville, NY 13066	Fayetteville Hotel Ownership LLC 5768 Widewaters Pkwy DeWitt, NY 13214	Commercial Dist. A (C-A)	Motel (415) <i>Craftsman Inn & Conference Center</i>
092.1-08-87.1	Kimry Moor Fayetteville, NY 13066	Kimry Moor HOA Ltd. 209 Second Street Liverpool, NY 13088	Residential Dist. 1 (R-1); Residential Agriculture Dist. (R-A)	Rec Facility (682) <i>Kimry Moor Homeowner's Association common area</i>
087.-01-13.0	Towne Drive Fayetteville, NY 13066	Cor Route 5 Company LLC 540 Towne Drive Fayetteville, NY 13066	Regional Shopping Dist. (RS)	Parking Lot (438)
087.-01-14.0	400 Towne Drive Fayetteville, NY 13066	Cor Route 5 Company LLC 540 Towne Drive Fayetteville, NY 13066	Regional Shopping Dist. (RS)	Fast Food (426) <i>McDonalds w/ drive-through</i>
087.-01-15.0	Burdick St. N. Fayetteville, NY 13066	TOPS PT, LLC 124 Taylor Drive Depew, NY 14043	Regional Shopping Dist. (RS)	Supermarket (454) <i>Tops Supermarket</i>
087.-01-16.0	5351 Burdick St. N. Fayetteville, NY 13066	Cor Route 5 Company LLC 540 Towne Drive Fayetteville, NY 13066	Regional Shopping Dist. (RS)	Branch Bank (462) <i>Key Bank</i>



Property Description Report For: 7273 Dabney Ln, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	092.-06-30.0
		Property #:	
		Property Class:	210 - 1 Family Res
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	210 - 1 Family Res
		Zoning Code:	R1
		Neighborhood Code:	00127
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$187,900
Total Acreage/Size:	0.46	Property Desc:	Dabney Bluff Lt 20
Land Assessment:	2017 - \$35,200	Deed Page:	508
Full Market Value:	2017 - \$187,900	Grid North:	1103498
Equalization Rate:	----		
Deed Book:	5222		
Grid East:	650667		

Area

Living Area:	2,000 sq. ft.	First Story Area:	1,116 sq. ft.
Second Story Area:	884 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Colonial	Bathrooms (Full - Half):	2 - 1
Bedrooms:	4	Kitchens:	1
Fireplaces:	2	Basement Type:	Full
Porch Type:	Porch-open/deck	Porch Area:	24.00
Basement Garage Cap:	0	Attached Garage Cap:	506.00 sq. ft.
Overall Condition:	Normal	Overall Grade:	Average
Year Built:	1978		

Owners

Matthew Wheeler 7273 Dabney Ln Fayetteville NY 13066-1822	Elizabeth Wheeler 7273 Dabney Ln Fayetteville NY 13066-1822
---	---

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
11/9/2012	\$187,000	210 - 1 Family Res	Land & Building	Roberts, Alasdair	Yes	Yes	No	5222/508
8/27/2001	\$159,000	210 - 1 Family Res	Land & Building	Robert, Donald A	Yes	Yes	No	4593/286
12/15/1997	\$1	210 - 1 Family Res	Land & Building	Robert, Donald A	No	No	No	4209/241

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	Yes



Property Description Report For: 7275 Dabney Ln, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	092.-06-29.0
		Property #:	
		Property Class:	210 - 1 Family Res
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	210 - 1 Family Res
		Zoning Code:	R1
		Neighborhood Code:	00127
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$181,400
Total Acreage/Size:	0.51	Property Desc:	Dabney Bluff Lt 19
Land Assessment:	2017 - \$40,400	Deed Page:	46126
Full Market Value:	2017 - \$181,400	Grid North:	1103484
Equalization Rate:	----		
Deed Book:	2017		
Grid East:	650430		

Area

Living Area:	2,196 sq. ft.	First Story Area:	1,140 sq. ft.
Second Story Area:	1,056 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2
Finished Rec Room	850 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Colonial	Bathrooms (Full - Half):	2 - 1
Bedrooms:	4	Kitchens:	1
Fireplaces:	1	Basement Type:	Full
Porch Type:	Porch-open/deck	Porch Area:	400.00
Basement Garage Cap:	0	Attached Garage Cap:	528.00 sq. ft.
Overall Condition:	Normal	Overall Grade:	Good
Year Built:	1978		

Owners

Brian F Leydet, Jr 7275 Dabney Ln Fayetteville NY 13066	Karine E Leydet 7275 Dabney Ln Fayetteville NY 13066
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Taxes

Year	Description	Amount
------	-------------	--------

*** Taxes reflect exemptions, but may not include recent changes in assessment.**



Property Description Report For: 7277 Dabney Ln, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	092.-06-28.0
		Property #:	
		Property Class:	210 - 1 Family Res
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	210 - 1 Family Res
		Zoning Code:	R1
		Neighborhood Code:	00127
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$215,400
Total Acreage/Size:	0.66	Property Desc:	Dabney Bluff Lt 18
Land Assessment:	2017 - \$38,900	Deed Page:	343
Full Market Value:	2017 - \$215,400	Grid North:	1103461
Equalization Rate:	----		
Deed Book:	3252		
Grid East:	650191		

Area

Living Area:	2,244 sq. ft.	First Story Area:	1,140 sq. ft.
Second Story Area:	1,104 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Colonial	Bathrooms (Full - Half):	2 - 1
Bedrooms:	5	Kitchens:	1
Fireplaces:	1	Basement Type:	Full
Porch Type:	Porch-covered	Porch Area:	48.00
Basement Garage Cap:	0	Attached Garage Cap:	624.00 sq. ft.
Overall Condition:	Good	Overall Grade:	Average
Year Built:	1978		

Owners

Iris K Evans
7277 Dabney Ln
Fayetteville NY 13066-1822

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	Yes

Improvements

Structure	Size	Grade	Condition	Year
Gar-1.0 att	624.00 sq ft	Average	Normal	1978
Porch-covered	48.00 sq ft	Average	Normal	1978

Land Types

Type	Size
Primary	0.66 acres



Property Description Report For: 7300 Genesee St E, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	092.-07-03.1
		Property #:	
		Property Class:	415 - Motel
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	415 - Motel
		Zoning Code:	CA
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$3,250,000
Total Acreage/Size:	4.20	Property Desc:	FI 74
Land Assessment:	2017 - \$380,800	Deed Page:	826
Full Market Value:	2017 - \$3,250,000	Grid North:	1103871
Equalization Rate:	----		
Deed Book:	5375		
Grid East:	650920		

Owners

Fayetteville Hotel Ownrshp
LLC
5768 Widewaters Pkwy
DeWitt NY 13214

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
6/7/2016	\$3,200,000	415 - Motel	Land & Building	Craftsman Inn	No	Yes	Yes	5375/819
6/7/2016	\$1	415 - Motel	Land & Building	Cedar Circle LLC	No	No	No	5375/826
9/27/1994	\$1	330 - Vacant comm	Land Only	Dowd James C Etal	No	No	No	3958/174

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Average	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	0		1997	Normal	Average-	6717	2
100	100	100	0		2000	Normal	Average-	21147	2
100	100	100	0		1995	Normal	Average-	32126	2

Site Uses

Use	Rentable Area (sqft)	Total Units
Motel	53,273	95
Restaurant	6,717	0



Property Description Report For: Kimry Moor, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	092.1-08-87.1
		Property #:	
		Property Class:	682 - Rec facility
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	682 - Rec facility
		Zoning Code:	-
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$600
Total Acreage/Size:	30.63	Property Desc:	FI 74
Land Assessment:	2017 - \$600	Deed Page:	
Full Market Value:	2017 - \$600	Grid North:	1102410
Equalization Rate:	----		
Deed Book:			
Grid East:	649609		

Owners

Kimry Moor HOA Ltd
209 Second St
Liverpool NY 13088

Sales

No Sales Information Available

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Average	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	0	0	0		1977	Normal	Average-	1600	1

Site Uses

Use	Rentable Area (sqft)	Total Units
Outdoor swim	3,200	0

Improvements

Structure	Size	Grade	Condition	Year
Pool-gunite	1,590.00 sq ft	Average	Normal	1977

Land Types

Type	Size
Primary	1.00 acres
Residual	26.63 acres
Wasteland	3.00 acres



Property Description Report For: Towne Dr, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	087.-01-13.0
		Property #:	
		Property Class:	438 - Parking lot
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	438 - Parking lot
		Zoning Code:	RS
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$212,000
Total Acreage/Size:	1.77		
Land Assessment:	2017 - \$200,000		
Full Market Value:	2017 - \$212,000		
Equalization Rate:	----		
		Property Desc:	Towne Center @ Fayetteville Lt 4 3Rd Amd Map #9680 Filed 7/1/03
Deed Book:	5328	Deed Page:	456
Grid East:	650229	Grid North:	1104652

Owners

Cor Route 5 Company LLC
540 Towne Dr
Fayetteville NY 13066

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
6/19/2015	\$1	438 - Parking lot	Land Only	Onondaga Co IDA	No	No	Yes	5328/456
12/21/2001	\$1	330 - Vacant comm	Land Only	Cor Route 5 Assoc	No	No	Yes	4649/310

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:		Overall Condition:	Normal
Overall Grade:	Average	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
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Site Uses

Use	Rentable Area (sqft)	Total Units
Parking lot	77,100	0

Improvements

Structure	Size	Grade	Condition	Year
Pavng-asphlt	77100 x 6	Average	Normal	1985



Property Description Report For: 400 Towne Dr, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	087.-01-14.0
		Property #:	
		Property Class:	426 - Fast food
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	426 - Fast food
		Zoning Code:	RS
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$975,000
Total Acreage/Size:	1.32	Property Desc:	Fayetteville Lt 6 3Rd Amd Map #9680 Filed 7/1/03 McDonald's
Land Assessment:	2017 - \$132,000		
Full Market Value:	2017 - \$975,000		
Equalization Rate:	----		
Deed Book:	5328	Deed Page:	456
Grid East:	650302	Grid North:	1104299

Owners

Cor Route 5 Company LLC
540 Towne Dr
Fayetteville NY 13066

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
6/19/2015	\$1	426 - Fast food	Land Only	Onondaga Co IDA	No	No	Yes	5328/456
12/21/2001	\$1	000 - 000	Land Only		No	No	Yes	4649/310
12/20/2001	\$735,800	330 - Vacant comm	Land Only	Penn Traffic Company Inc	No	Yes	Yes	4649/298

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Average	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	0		2003	Normal	Average	4102	1

Site Uses

Use	Rentable Area (sqft)	Total Units
Fast food	4,102	0



Property Description Report For: Burdick St N, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	313889
		Tax Map ID #:	087.-01-15.0
		Property #:	
		Property Class:	454 - Supermarket
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	454 - Supermarket
		Zoning Code:	RS
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$2,109,000
Total Acreage/Size:	2.98		
Land Assessment:	2017 - \$978,400		
Full Market Value:	2017 - \$2,109,000		
Equalization Rate:	----		
Deed Book:	5150	Property Desc:	Towne Center #9680 7/1/03 Lt 4B 3Rd Am
Grid East:	650575	Deed Page:	548
		Grid North:	1104294

Owners

TOPS PT, LLC
124 Taylor Dr
Depew NY 14043

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
8/5/2010	\$1	438 - Parking lot	Land & Building	TOPS P.T., LLC	No	No	Yes	5150/548
1/29/2010	\$2,967,360	438 - Parking lot	Land & Building	P.T. Fayetteville/Utica, LLC	No	No	Yes	5116/67
8/20/2002	\$1	000 - 000	Land & Building		No	No	Yes	4740/559
12/21/2001	\$44,000	330 - Vacant comm	Land Only	Cor, Route 5 Company Llc	No	Yes	No	4649/324

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:		Overall Condition:	Normal
Overall Grade:	Average	Overall Desirability:	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
-----	------------	--------	-----------	---------------	------------	-----------	---------	-------------------------	---------

Site Uses

Use	Rentable Area (sqft)	Total Units
Parking lot	129,800	0

Improvements

Structure	Size	Grade	Condition	Year
Pavng-asphlt	129800 × 6	Average	Normal	1985



Property Description Report For: 5351 Burdick St N, Municipality of Town of Manlius

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	313889
		Tax Map ID #:	087.-01-16.0
		Property #:	
		Property Class:	462 - Branch bank
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	462 - Branch bank
		Zoning Code:	RS
		Neighborhood Code:	00500
		School District:	Fayetteville-Manlius
		Total Assessment:	2017 - \$899,000
Total Acreage/Size:	1.33	Property Desc:	Towne Center - Branch Ban Fayetteville Lt 9 3Rd Amd Map #9680 Filed 7/1/03
Land Assessment:	2017 - \$429,700		
Full Market Value:	2017 - \$899,000		
Equalization Rate:	----		
Deed Book:	5328	Deed Page:	456
Grid East:	650803	Grid North:	1104339

Owners

Cor Route 5 Company LLC
540 Towne Dr
Fayetteville NY 13066

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
6/19/2015	\$1	462 - Branch bank	Land Only	Onondaga Co IDA	No	No	Yes	5328/456
12/21/2001	\$1	000 - 000	Land Only		No	No	Yes	4649/310
12/20/2001	\$735,800	000 - 000	Land Only		No	Yes	Yes	4649/298

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec		

Inventory

Overall Eff Year Built:	0	Overall Condition:	Normal
Overall Grade:	Good	Overall Desirability:	4

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
100	100	100	0		2003	Normal	Average	4612	1

Site Uses

Use	Rentable Area (sqft)	Total Units
Branch bank	4,612	0

EXHIBIT C

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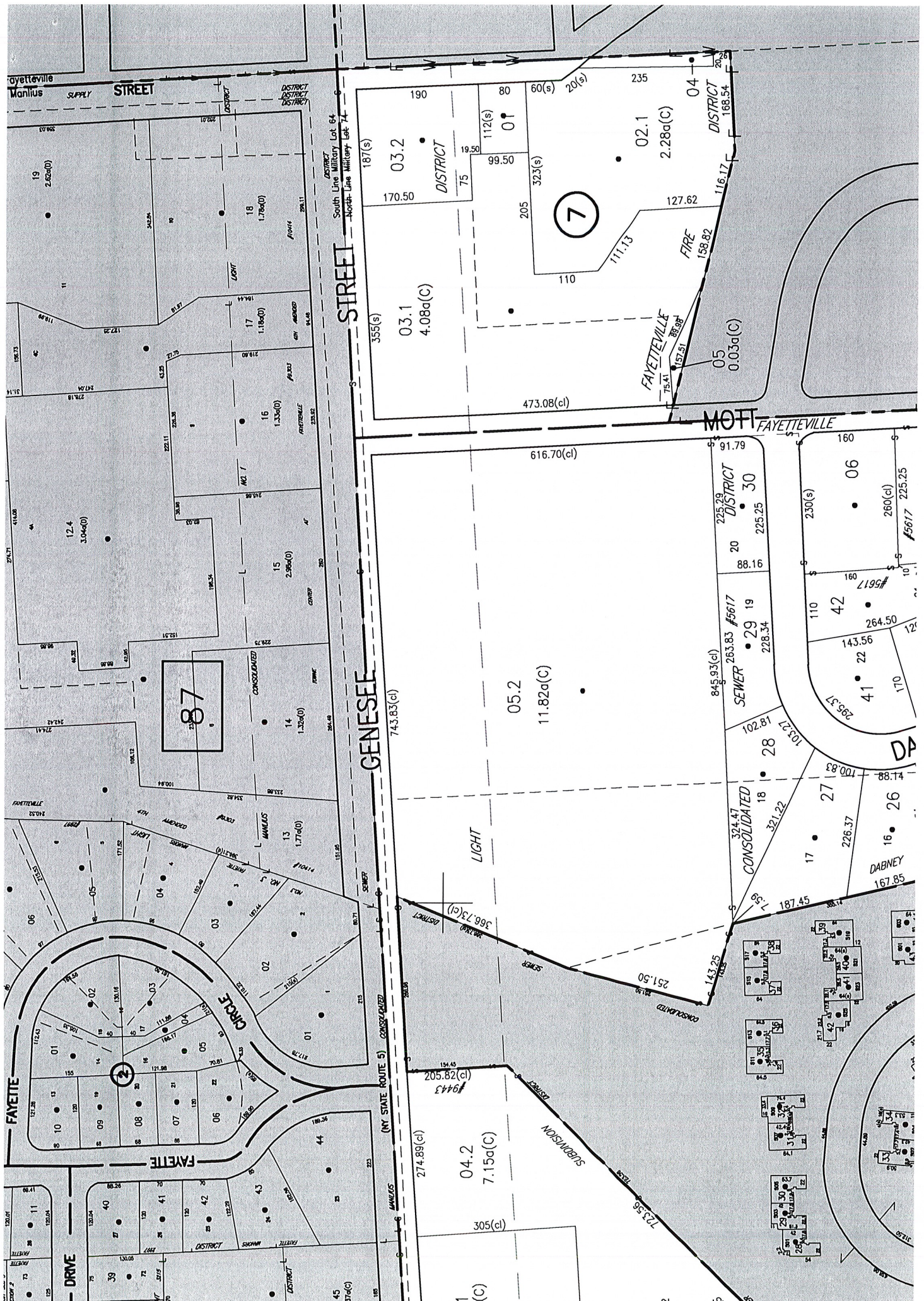


EXHIBIT D

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Town of Manlius Zoning Map

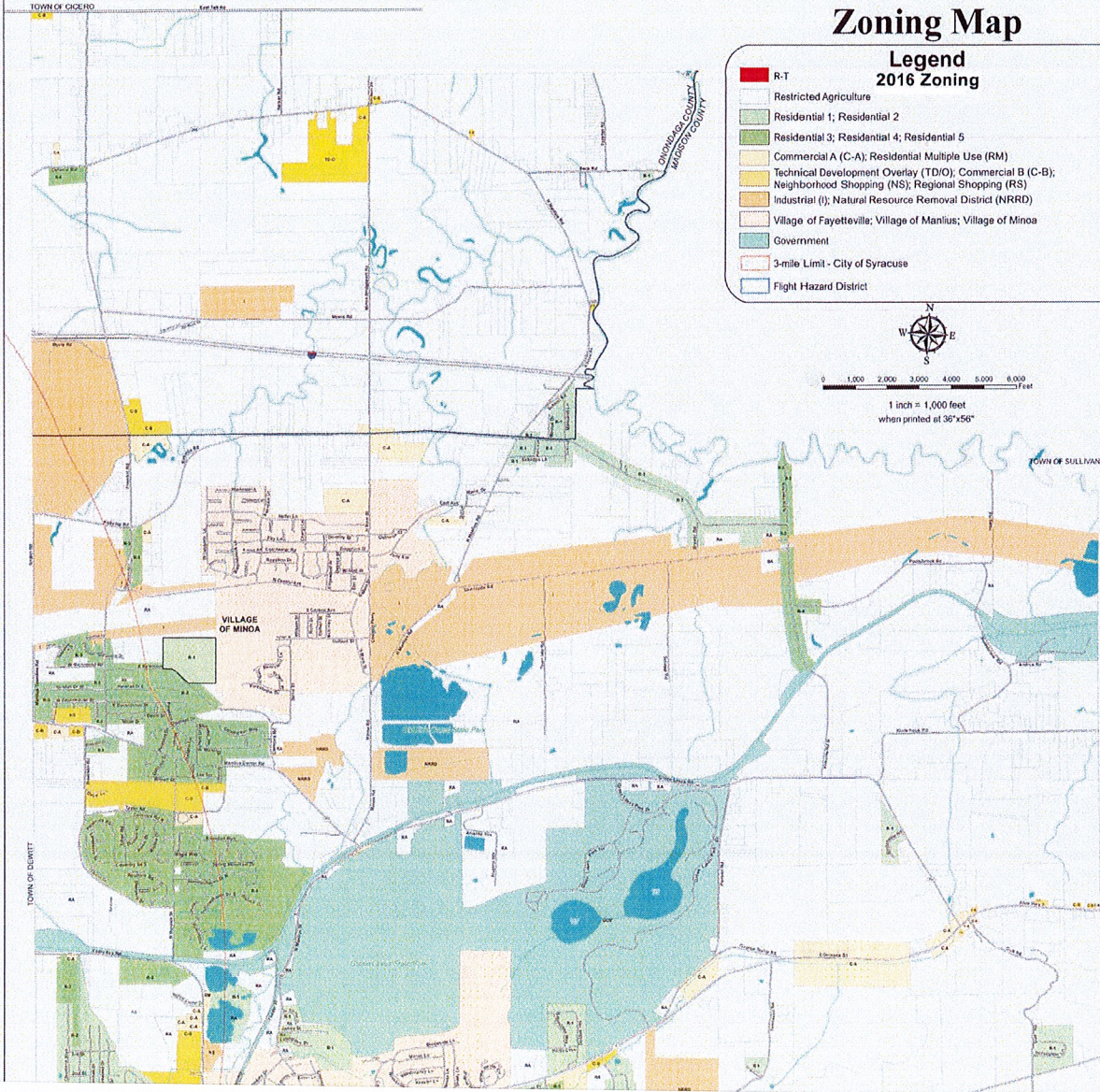
Legend
2016 Zoning

- R-T
- Restricted Agriculture
- Residential 1; Residential 2
- Residential 3; Residential 4; Residential 5
- Commercial A (C-A); Residential Multiple Use (RM)
- Technical Development Overlay (TD/O); Commercial B (C-B); Neighborhood Shopping (NS); Regional Shopping (RS)
- Industrial (I); Natural Resource Removal District (NRRD)
- Village of Fayetteville; Village of Manlius; Village of Minoa
- Government
- 3-mile Limit - City of Syracuse
- Flight Hazard District



0 1,000 2,000 3,000 4,000 5,000 6,000 Feet

1 inch = 1,000 feet
when printed at 36"x56"



VILLAGE OF FAYETTEVILLE



EXHIBIT E

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Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

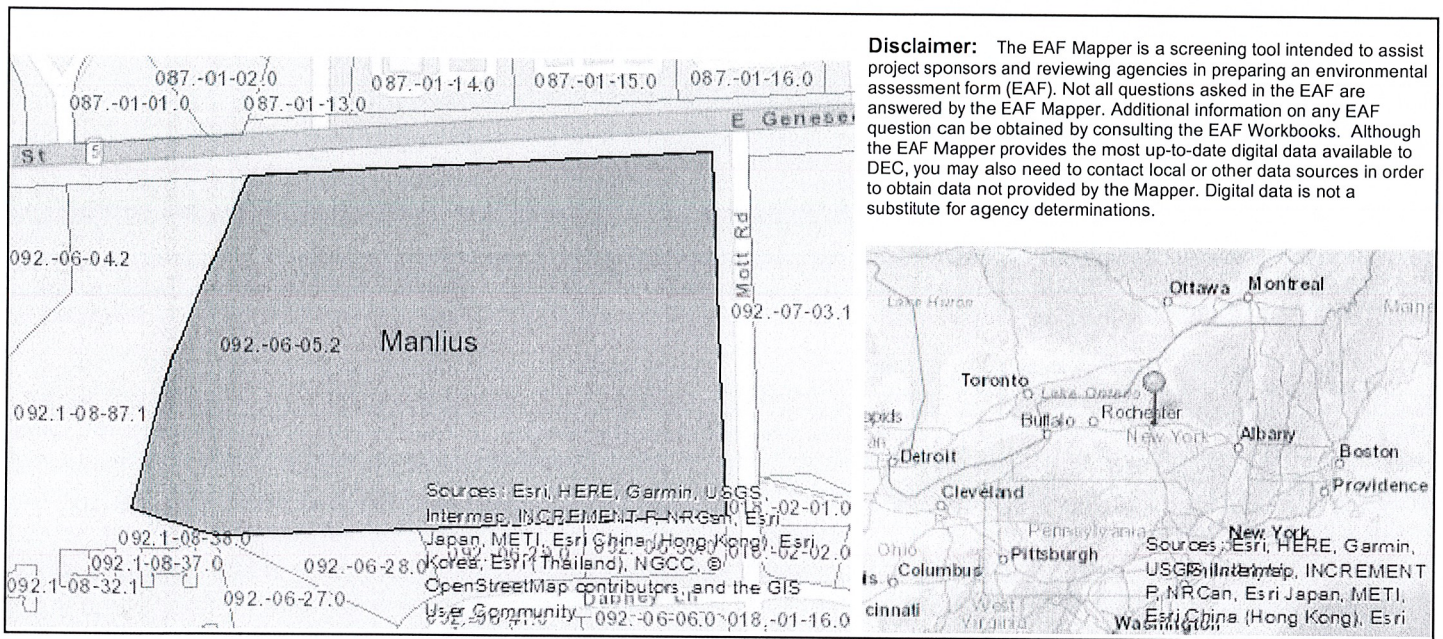
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 - Project and Sponsor Information							
Name of Action or Project: Change of Zone (092.00-06-05.2)							
Project Location (describe, and attach a location map): 7262 Genesee Street East, Town of Manlius, Onondaga County (092.00-06.-05.2)							
Brief Description of Proposed Action: Applicant seeks a change of zone for the parcel located at 7262 Genesee Street East, Town of Manlius, Onondaga County (092.00-06.-05.2) from Residential District 1 (R-1) to Commercial District A (C-A).							
Name of Applicant or Sponsor: Thomas Thomas		Telephone: (315) 778-9950					
		E-Mail:					
Address: 7262 Genesee Street East							
City/PO: Fayetteville		State: NY	Zip Code: 13066				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;">☐</td> <td style="text-align: center; padding: 5px;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;">☒</td> <td style="text-align: center; padding: 5px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3.a. Total acreage of the site of the proposed action? _____ 11.26 acres b. Total acreage to be physically disturbed? _____ 0.00 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 11.26 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☐	N/A ☒
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Not Applicable (Change of Zone only) _____	NO ☐	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Not Applicable (Change of Zone only) _____	NO ☒	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Not Applicable (Change of Zone only) _____	NO ☒	YES ☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☐	YES ☒	
b. Is the proposed action located in an archeological sensitive area?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☐	YES ☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____	☐	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO ☐	YES ☒	
16. Is the project site located in the 100 year flood plain?	NO ☐	YES ☒	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	NO ☒	YES ☐	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____ _____			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Thomas Thomas</u> Date: _____ Signature: _____		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	Yes
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

EXHIBIT F

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EXHIBIT G

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

ACKNOWLEDGEMENT

I hereby acknowledge that the proposal for amending the Zoning Map of the Town of Manlius as requested by THOMAS THOMAS (7262 Genesee St. E., Fayetteville, NY 13066) has been reviewed with me by the applicant.

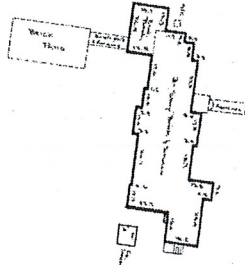
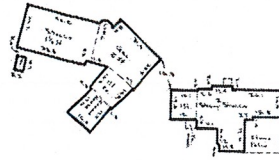
Dated: 12.3.18


By: Paul J. Curtin, Jr.

EXHIBIT H

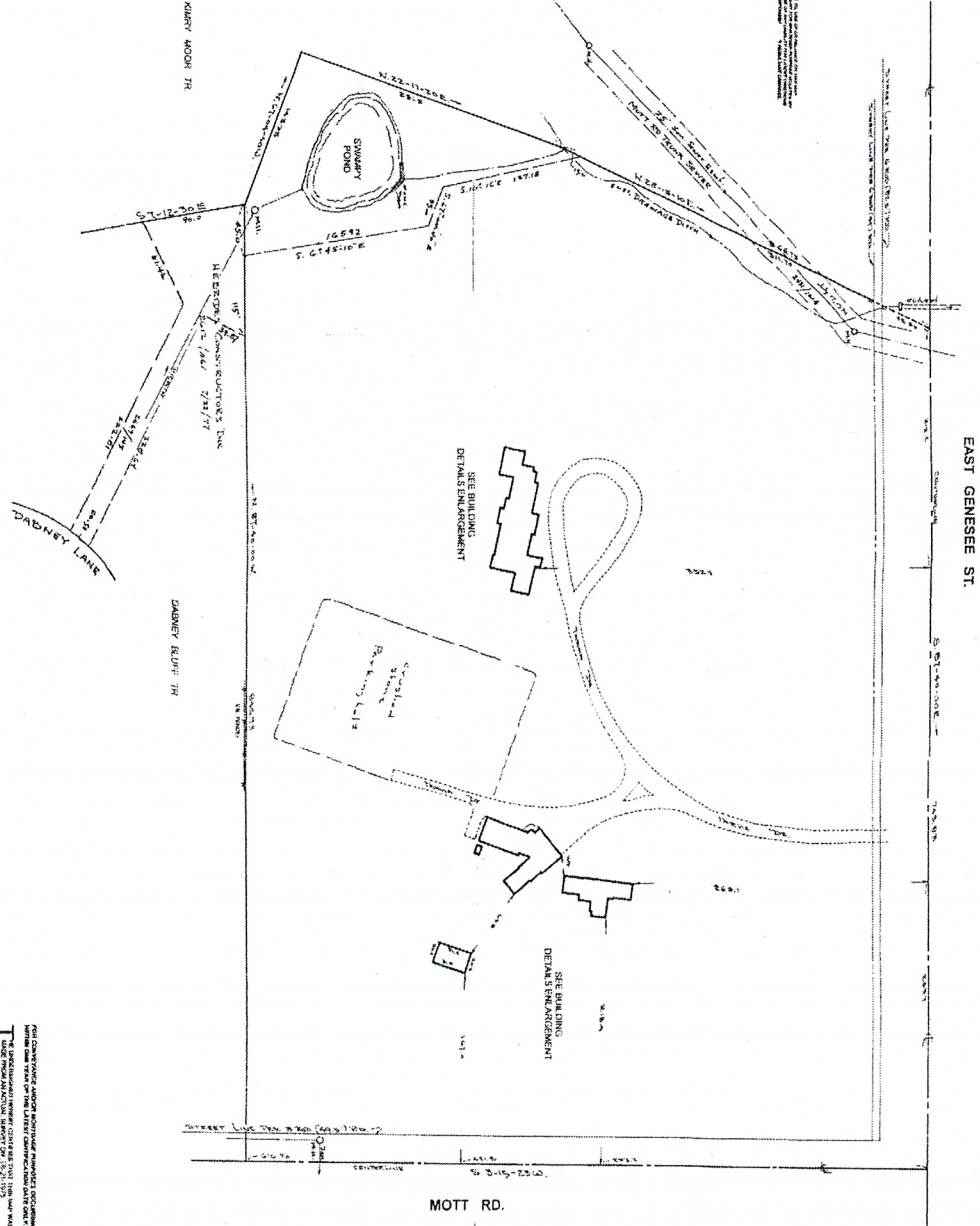
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BUILDING ENLARGEMENTS



NOT BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS DESIGNED.
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 100 WEST 42ND STREET, NEW YORK 36, N.Y.
 GEORGE L. LAMBERT, INC. ENGINEERS
 100 WEST 42ND STREET, NEW YORK 36, N.Y.

7200 EAST GENESEE STREET
 PART OF LOT 74 - TOWN OF MANLIUS
 ONONDAGA CO., N. Y.
 SCALE: 1" = 40'
 JAN 21, 1973
 GEORGE L. LAMBERT, INC. ENGINEERS
 100 WEST 42ND STREET, NEW YORK 36, N.Y.



THIS DOCUMENT AND ANY INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 01-11-2013 BY 60322 (U.S. GOVERNMENT)
 100 WEST 42ND STREET, NEW YORK 36, N.Y.
 GEORGE L. LAMBERT, INC. ENGINEERS
 100 WEST 42ND STREET, NEW YORK 36, N.Y.



EXHIBIT I

(Remainder of Page Intentionally Left Blank)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of original Farm Lot Number Seventy-Four (74), bounded and described as follows:

BEGINNING at the intersection of the centerline of East Genesee Street (Route #5) with the centerline of Mott Road, running thence S. $3^{\circ} 15' 23''$ W., a distance of 616.70 feet along the centerline of Mott Road to a point, thence N. $87^{\circ} 40' 00''$ W., a distance of 845.93 feet to a point; thence N. $67^{\circ} 04' 40''$ W., a distance of 143.25 feet to a point; thence N. $22^{\circ} 17' 20''$ E., a distance of 251.5 feet to a point; thence N. $28^{\circ} 15' 10''$ E., a distance of 366.73 feet to a point in the centerline of East Genesee Street (Route #5); thence S. $87^{\circ} 40' 00''$ E., a distance of 743.83 feet along the centerline of East Genesee Street to a point in the centerline of Mott Road and the place of beginning.

Subject to restrictions and easements of record, if any.

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

TO THE TOWN OF MANLIUS:

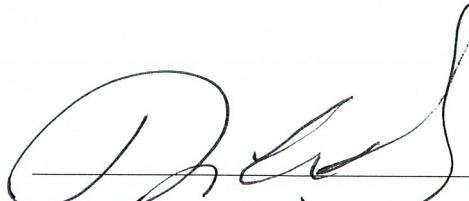
In accordance with section 809 of the General Municipal Law of the State of New York, the undersigned certifies in submitting this application for a change of zone that no officer or employee of the County of Onondaga or Town of Manlius is interested in granting said application.

It is understood that:

1. A person is "interested" in such an application when he/she or his/her spouse or their brothers, sisters, parents, children, grandchildren or spouse of any of them
 - a. is the applicant, or
 - b. is an officer, director, partner or employee of the applicant, or
 - c. legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
 - d. is a party to an agreement with such an applicant, express or implied, whereby he/she may receive any payment or other benefit, whether or not for services rendered dependent or contingent upon the favorable approval of such application, petition or request.
2. Ownership of less than five percent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
3. Any person who knowingly and intentionally violates the provisions of section 809 of said General Municipal Law shall be guilty of a misdemeanor.

The foregoing certification is hereby subscribed by the applicant and is hereby affirmed by the applicant as true under the penalties of perjury, and is hereby submitted to the Town of Manlius as a part of the application to which it is attached.

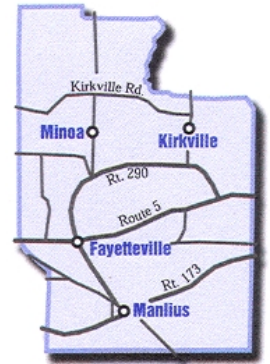
Dated:


By: David A. Dalpos

Town of Manlius

Recreation Department

Recreation Director: Peggy B. Kenyon; Recreation Supervisor: Kristine Zingaro; Administrative Assistant: Tina Galvin



MEMO

To: Town of Manlius Town Board
From: Peggy Kenyon, Recreation Director
Re: Request for Budget Transfer
Date: March 27th, 2019

I would like to request a budget transfer of \$2500 from the Recreation Program Expenses Line 5.7310.410 to the Recreation-Seminars/Conference Line 5.7310.402

This transfer would allow the Recreation Director and Recreation Supervisor to attend the NRPA (National Recreation and Parks Association) Conference/Training being held in Baltimore in September 2019. The new Spring Special Event “FishStock” does not require as much funding as predicted and the Summer Show at Eagle Hill will require less funding for stage sets. With this available money, it would be a perfect opportunity for the Recreation Department staff to partake in an amazing conference that is located in the East this year.

Other local towns, Onondaga County and the City of Syracuse send their staff to this conference and have come back with a wealth of information to keep their departments up to date and moving forward for the benefit of their residents. There will also be the opportunity to car pool which will help with the cost of attending.

This is a great way for the Recreation Director to obtain the CEU’s needed to keep the CPRP (Certified Parks and Recreation Professional) certification.

Thank you for your consideration of this request.

Edmond J. Theobald, Supervisor

Town Board - John R. Loeffler, Deputy Supervisor, Karen Green, Recreation Liaison
Sara Bollinger, Vincent Giordano, Nicholas J. Marzola, Richard Rossetti