

Town of Marcellus
Board Meeting
Wednesday, November 6, 2024
6:30 PM

Call to Order

Salute to Flag

Approve Tentative Budget and Move to Preliminary

PUBLIC HEARING- Preliminary Budget

- I. **Waive the Reading and Accept the Minutes**

- II. **Approve Monthly Financials**

- III. **Old Business**
 - A. Solar Law
 - B. Tim's Pumpkin Patch PUD
 - C. Comprehensive Plan- SEQR
 - D. Sewer Contract with the Village

- IV. **New Business**
 - A. 4457 Dublin Road
 - B. Christmas Eve- Closing Town Hall at 11:00am
 - C. Moonlight Walk
 - D. IMA Between Town Highway and School District
 - E. Modify Zoning Regulations to Include Outdoor Music Events

- V. **Reports From Department Heads**
 - A. Codes
 - B. Highway
 - C. Parks/Rec
 - D. Town Clerk - Monthly Report

- V. **Discussion Agenda**
 - A. Fire Department

- VII. **Adjournment**

Future Meeting Dates

Workshop Meeting- Wednesday, November 20, 2024 - 6:30 pm- Town Hall
Planning/Zoning Meeting- Monday, December 2, 2024 - 6:30 pm- Town Hall
Town Board Meeting- Wednesday, December 4, 2024- 6:30 pm- Town Hall
Workshop Meeting- Wednesday, December 18, 2024 - 6:30 pm- Town Hall
Town Board- End of the Year Meeting- Monday, December 30, 2024 – 6:30 pm- Town Hall

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT
AGREEMENT FOR FIRE SERVICE (2025)**

THIS AGREEMENT, made the 1st day of January, 2025, by and between the Town of Marcellus, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "Town"), and Marcellus Fire Department, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Marcellus, New York (hereinafter "Department").

WITNESSETH:

WHEREAS, Department is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to persons in the Town of Marcellus including the entire corporate limits of the village of Marcellus; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Marcellus including the corporate limits of the village of Marcellus, as now included in the Marcellus Fire Protection District; and

WHEREAS, the Department maintains adequate and suitable apparatus, appliances and equipment for the furnishing of fire protection of said district; and

WHEREAS, the Town agrees that Department shall be the exclusive provider of primary fire protection services in the Town of Marcellus, including the village of Marcellus as now included in the fire protection district; and

WHEREAS, the Department does not maintain an ambulance and will not provide general ambulance services.

WHEREAS, a special law has been enacted that has permitted the town and village to extend the Marcellus Fire Protection District into the village of Marcellus, thus creating one fire protection district encompassing all of the limits of the town, including the corporate limits of the village of Marcellus, and such extension has now occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY SERVICES

Department will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection and rescue services capable of properly responding to emergencies on an on-going basis within the Town of Marcellus Fire Protection District. Fire protection shall be defined as Section 184 of the Town Law, but shall not include inspections of buildings and properties in the Town of Marcellus for the purposes specified in and as authorized by sections 187-a and 183 of the Multiple Residence Law, and section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

2. THE FIRE STATION

During the term of this agreement, the Town shall provide Department with suitable housing in order to house the Department's apparatus, equipment, vehicles and supplies and in order to provide such fire protection and shall maintain such housing in good order.

The Department acknowledges the Marcellus Fire Hall located at 4242 Slate Hill Road, Marcellus, New York constitutes suitable housing. The Department acknowledges the Fire Hall is to be used solely for fire fighting services unless otherwise permitted by the Town Board. Commercial use of the kitchen is prohibited.

The maintenance of the building and property shall be the responsibility of the Department utilizing designated funds from Schedule "A." The Department is required to have professionally cleaned, twice annually, the oil water separator. The first cleaning must occur prior to April 30th, and the second cleaning must occur prior to October 30th.

The Department may establish a reserve fund for the maintenance of the fire station. The balance of said building maintenance reserve fund shall not exceed \$75,000. The Department further agrees to notify the Town Board and obtain approval from the Town, for any maintenance projects in excess of \$5,000 and follow all Department procurement policies with respect to same.

3. TERM

The term of this Agreement shall commence on January 1, 2025 and shall continue until December 31, 2025 unless sooner terminated as herein provided.

4. COMPENSATION AND VFBL

Town agrees to pay Department those amounts as provided in Schedule "A", payable in installments as set forth in Schedule "B". Such funds shall be used by the Department solely for the administration of the fire department equipping fire department as necessary for recruitment and retention, and for such other purposes as related to providing fire protection or administering a fire department and as permitted by the Department's not-for-profit status. The installment payments will only be due if the Department is in full compliance with its obligations under this Agreement.

Department shall provide reports to the Town, no less than monthly, with itemized income and expenses which, at a minimum, disclose all income received from any and all sources. This report must be received and approved by the Town Board prior to and as a prerequisite to any installment payment made by the Town to the Fire Department pursuant to Schedules "A" and "B" to this Agreement. Department shall notify the town of any change in expense line item from which funds were originally budgeted, but in no event shall the Department expend funds in excess of \$5,000 outside the line item budget without Town approval. Except as may be restricted by paragraph two (2) above, the Department may transfer any unexpended portion of any line item to a capital or reserve fund. The Department will provide a report annually of the amount of the capital and reserve funds. The report will also include the line item surpluses from that year applied to the capital or reserve fund.

In addition to the foregoing, the Fire Department will provide to the Town each year prior to and in preparation for the Town's budget process the following:

- a statement itemizing the estimated costs attributable to the contract with the Town, including costs related to supplies, materials, operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.
- the fire company's most recent annual report of directors pursuant to Not-For-Profit Corporation Law Section 519 (if applicable);
- the fire company's most recent verified certificate pursuant to Not-For-Profit Corporation Law Section 1402(f) (if applicable);
- the fire company's most recent internal revenue service form 990; and
- the fire company's most recent annual report pursuant to General Municipal Law Section 30-a.

Town shall arrange coverage for benefits required under the Volunteer Firefighters Benefit Law and the New York State Firefighter Cancer Benefit program and shall be responsible for all increases in costs of any coverage under these benefit programs. The Department shall be responsible for all costs of maintenance of this program.

5. HOLD HARMLESS AGREEMENT

Town recognizes that Department is staffed by volunteers and that Department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Department harmless for Department's failure to provide sufficient manpower at any single incident. Town shall also hold Department harmless for all claims, actions and suits against the Town for any act or omission of the Department beyond the amount of any exposure covered by insurance.

6. INSURANCE

Town agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of not less than One Million Dollars (\$1,000,000.00). Town shall name the Department as an additional insured in Town's insurance policy and shall provide proof of such insurance to the Department.

Department shall at all times and without any gap in coverage maintain automobile insurance for personal injuries and property damage arising out of the operation of emergency and firefighting vehicles in an amount of not less than One Million Dollars (\$1,000,000.00). Department shall name the Town as an additional insured, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.

7. BILLING

Department shall not bill any person for any fire protection or rescue services.

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of Marcellus. Town agrees to defend, indemnify and hold Department harmless for any claim, suit, proceeding or action, arising from Department's failure to provide adequate or sufficient services to any person or property within the Town of Marcellus's boundaries after this Agreement expires or terminates.

9. GROUNDS FOR TERMINATION

Department may terminate this Agreement upon the Town's failure to deliver the monies due Department under this Agreement by the date due, so long as Department provides twenty (20) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Department during this twenty (20) day notice period, Department shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Department's ability to deliver fire protection services, or upon the failure of Department to continuously respond to requests for fire protection or rescue services within the Town's boundaries for a period of no less than two (2) weeks, so long as Town provides Department written notice of the date services will no longer be permitted. Department shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice from the Town to provide such protection under the terms of this Agreement.

10. EQUIPMENT

The parties agree that trucks and equipment purchased in whole or in part with public funds provided by the Town shall be owned and maintained by the Department. The Department agrees however that said trucks and equipment shall be made available for the exclusive benefit of the residents of the Town of Marcellus and for mutual aid, without limitation, for the duration of this agreement and for a period of five (5) years following the termination or expiration of this Agreement.

It is furthermore the clear intent of the parties that Department trucks and equipment always be available for the benefit of the Town residents. Accordingly, in addition to the foregoing, the Department, as consideration for the right to own and hold title to the trucks and equipment, will also amend its Certificate of Incorporation to state that said equipment and trucks will be available for and utilized without limitation for the benefit of the residents of the Town of Marcellus and for mutual aid.

The Department further agrees to amend the Certificate of Incorporation such that the intent of the Department is that upon dissolution of the Department, said equipment and trucks ownership revert to the Town of Marcellus or to an entity designated by the Town.

The foregoing amendments to the Certificate of Incorporation may not be altered or amended without the approval of the Town of Marcellus and are a condition precedent to this Agreement.

The Department agrees to establish and maintain a separate capital account for vehicle purchases and agrees that said funds will be restricted to the purchase of said vehicles only.

All of the provisions of this paragraph ten (10) pertaining to Equipment shall survive the expiration or termination of this Agreement.

11. RESTRICTION ON CAPITAL PURCHASES

Department shall not make any capital purchase or incur any debt, either of which requires financing, if such purchase/financing would require an increase in the Department's budget in the future years for the term of the financing beyond the term of this Agreement, unless Department first obtains the approval of the Town.

12. QUARTERLY REPORTS

Department shall provide quarterly reports to town no later than May 15, August 15, November 15, February 15, detailing the number of calls to which the Department responded, in which town the call was located, and of such other information as the town may from time to time require.

Department shall also provide each month the prior month's income and expense report detailing the income and expenses of the Department pertaining to the contractual funds. Notwithstanding and in addition to the requirements within this paragraph, the Department will also comply with the requirements of paragraph 4 of this Agreement when rendering its monthly reports. The expenses shall be itemized by line item. Each line item shall indicate the amount of funds budgeted, spent and remaining. The Department shall also obtain a semi-annual independent audit and provide a report of the audit along with an inventory of equipment to the Town within thirty (30) days of its receipt of the audit report. The Town has paid for that portion of the audit which relates to public funds as part of the funds budgeted in Schedule A.

13. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Marcellus Fire Department, Inc.
Attn: President
4242 Slate Hill Road
Marcellus, New York 13108

Town of Marcellus
Attn: Supervisor
22 East Main Street
Marcellus, New York 13108

14. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

15. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall; it affects any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

16. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

17. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

18. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

19. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

21. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Department is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Marcellus

Marcellus Fire Department, Inc.

By: _____
Laurie Stevens, Supervisor

By: _____
, President

SCHEDULE A

Contractual Payment:	\$244,934.00
-plus-	
Truck & Equipment Reserve:	\$ 75,000.00
-plus-	
Building Maintenance Fund:	<u>\$ 30,000.00</u>
TOTAL:	\$349,934.00

SCHEDULE B

On or before January 15, 2025	Twenty-five Percent (25%) of Schedule A
On or before April 15, 2025	Twenty-five Percent (25%) of Schedule A
On or before June 15, 2025	Twenty-five Percent (25%) of Schedule A
On or before September 15, 2025	Twenty-five Percent (25%) of Schedule A

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT
AGREEMENT FOR FIRE SERVICE (20245)**

THIS AGREEMENT, made the 1st day of January, 2024⁵, by and between the Town of Marcellus, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "Town"), and Marcellus Fire Department, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Marcellus, New York (hereinafter "Department").

WITNESSETH:

WHEREAS, Department is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to persons in the Town of Marcellus including the entire corporate limits of the village of Marcellus; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Marcellus including the corporate limits of the village of Marcellus, as now included in the Marcellus Fire Protection District; and

WHEREAS, the Department maintains adequate and suitable apparatus, appliances and equipment for the furnishing of fire protection of said district; and

WHEREAS, the Town agrees that Department shall be the exclusive provider of primary fire protection services in the Town of Marcellus, including the village of Marcellus as now included in the fire protection district; and

WHEREAS, the Department does not maintain an ambulance and will not provide general ambulance services.

WHEREAS, a special law has been enacted that has permitted the town and village to extend the Marcellus Fire Protection District into the village of Marcellus, thus creating one fire protection district encompassing all of the limits of the town, including the corporate limits of the village of Marcellus, and such extension has now occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY SERVICES

Department will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection and rescue services capable of properly responding to emergencies on an on-going basis within the Town of Marcellus Fire Protection District. Fire protection shall be defined as Section 184 of the Town Law, but shall not include inspections of buildings and properties in the Town of Marcellus for the purposes specified in and as authorized by sections 187-a and 183 of the Multiple Residence Law, and section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

2. THE FIRE STATION

During the term of this agreement, the Town shall provide Department with suitable housing in order to house the Department's apparatus, equipment, vehicles and supplies and in order to provide such fire protection and shall maintain such housing in good order.

The Department acknowledges the Marcellus Fire Hall located at 4242 Slate Hill Road, Marcellus, New York constitutes suitable housing. The Department acknowledges the Fire Hall is to be used solely for fire fighting services unless otherwise permitted by the Town Board. Commercial use of the kitchen is prohibited.

The maintenance of the building and property shall be the responsibility of the Department utilizing designated funds from Schedule "A". The Department is required to have professionally cleaned, twice annually, the oil/water separator. The first cleaning must occur prior to April 30th and the second cleaning must occur prior to October 30th.

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The Department may establish a reserve fund for the maintenance of the fire station. The balance of said building maintenance reserve fund shall not exceed \$75,000. The Department further agrees to notify the Town Board and obtain approval from the Town, for any maintenance projects in excess of \$5,000 and follow all Department procurement policies with respect to same.

3. TERM

The term of this Agreement shall commence on January 1, 2024⁴ and shall continue until December 31, 2024⁵ unless sooner terminated as herein provided.

4. COMPENSATION AND VFBL

Town agrees to pay Department those amounts as provided in Schedule "A", payable in installments as set forth in Schedule "B". Such funds shall be used by the Department solely for the administration of the fire department equipping fire department as necessary for recruitment and retention, and for such other purposes as related to providing fire protection or administering a fire department and as permitted by the Department's not-for-profit status. The installment payments will only be due if the Department is in full compliance with its obligations under this Agreement.

Department shall provide reports to the Town, no less than monthly, with itemized income and expenses which, at a minimum, disclose all income received from any and all sources. This report must be received and approved by the Town Board prior to and as a prerequisite to any installment payment made by the Town to the Fire Department pursuant to Schedules "A" and "B" to this Agreement. Department shall notify the town of any change in expense line item from which funds were originally budgeted, but in no event shall the Department expend funds in excess of \$5,000 outside the line item budget without Town approval. Except as may be restricted by paragraph two (2) above, the Department may transfer any unexpended portion of any line item to a capital or reserve fund. The Department will provide a report annually of the amount of the capital and reserve funds. The report will also include the line item surpluses from that year applied to the capital or reserve fund.

In addition to the foregoing, the Fire Department will provide to the Town each year prior to and in preparation for the Town's budget process the following:

- a statement itemizing the estimated costs attributable to the contract with the Town, including costs related to supplies, materials, operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.
- the fire company's most recent annual report of directors pursuant to Not-For-Profit Corporation Law Section 519 (if applicable);
- the fire company's most recent verified certificate pursuant to Not-For-Profit Corporation Law Section 1402(f) (if applicable);
- the fire company's most recent internal revenue service form 990; and
- the fire company's most recent annual report pursuant to General Municipal Law Section 30-a.

Town shall arrange coverage for benefits required under the Volunteer Firefighters Benefit Law and the New York State Firefighter Cancer Benefit program and shall be responsible for all increases in costs of any coverage under these benefit programs. The Department shall be responsible for all costs of maintenance of this program.

5. HOLD HARMLESS AGREEMENT

Town recognizes that Department is staffed by volunteers and that Department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Department harmless for Department's failure to provide sufficient manpower at any single incident. Town shall also hold Department harmless for all claims, actions and suits against the Town for any act or omission of the Department beyond the amount of any exposure covered by insurance.

6. INSURANCE

Town agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of not less than One Million Dollars (\$1,000,000.00). Town shall name the Department as an additional insured in Town's insurance policy and shall provide proof of such insurance to the Department.

Department shall at all times and without any gap in coverage maintain automobile insurance for personal injuries and property damage arising out of the operation of emergency and firefighting vehicles in an amount of not less than One Million Dollars (\$1,000,000.00). Department shall name the Town as an additional insured, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.

7. BILLING

Department shall not bill any person for any fire protection or rescue services.

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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Upon expiration or termination of the Agreement as provided hereunder, Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of Marcellus. Town agrees to defend, indemnify and hold Department harmless for any claim, suit, proceeding or action, arising from Department's failure to provide adequate or sufficient services to any person or property within the Town of Marcellus's boundaries after this Agreement expires or terminates.

9. GROUNDS FOR TERMINATION

Department may terminate this Agreement upon the Town's failure to deliver the monies due Department under this Agreement by the date due, so long as Department provides twenty (20) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Department during this twenty (20) day notice period, Department shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Department's ability to deliver fire protection services, or upon the failure of Department to continuously respond to requests for fire protection or rescue services within the Town's boundaries for a period of no less than two (2) weeks, so long as Town provides Department written notice of the date services will no longer be permitted. Department shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice from the Town to provide such protection under the terms of this Agreement.

10. EQUIPMENT

The parties agree that trucks and equipment purchased in whole or in part with public funds provided by the Town shall be owned and maintained by the Department. The Department agrees however that said trucks and equipment shall be made available for the exclusive benefit of the residents of the Town of Marcellus and for mutual aid, without limitation, for the duration of this agreement and for a period of five (5) years following the termination or expiration of this Agreement.

It is furthermore the clear intent of the parties that Department trucks and equipment always be available for the benefit of the Town residents. Accordingly, in addition to the foregoing, the Department, as consideration for the right to own and hold title to the trucks and equipment, will also amend its Certificate of Incorporation to state that said equipment and trucks will be available for and utilized without limitation for the benefit of the residents of the Town of Marcellus and for mutual aid.

The Department further agrees to amend the Certificate of Incorporation such that the intent of the Department is that upon dissolution of the Department, said equipment and trucks ownership revert to the Town of Marcellus or to an entity designated by the Town.

The foregoing amendments to the Certificate of Incorporation may not be altered or amended without the approval of the Town of Marcellus and are a condition precedent to this Agreement.

The Department agrees to establish and maintain a separate capital account for vehicle purchases and agrees that said funds will be restricted to the purchase of said vehicles only.

All of the provisions of this paragraph ten (10) pertaining to Equipment shall survive the expiration or termination of this Agreement.

11. RESTRICTION ON CAPITAL PURCHASES

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12. QUARTERLY REPORTS

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Department shall also provide each month the prior month's income and expense report detailing the income and expenses of the Department pertaining to the contractual funds. Notwithstanding and in addition to the requirements within this paragraph, the Department will also comply with the requirements of paragraph 4 of this Agreement when rendering its monthly reports. The expenses shall be itemized by line item. Each line item shall indicate the amount of funds budgeted, spent and remaining. The Department shall also obtain a semi-annual independent audit and provide a report of the audit along with an inventory of equipment to the Town within thirty (30) days of its receipt of the audit report. The Town has paid for that portion of the audit which relates to public funds as part of the funds budgeted in Schedule A.

13. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

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If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

15. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

16. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

17. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

18. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

19. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

21. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Department is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Marcellus

Marcellus Fire Department, Inc.

By: _____
Laurie Stevens, Supervisor

By: _____
, President

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SCHEDULE A

Contractual Payment:	\$ 14,934,000.54 544.00
-plus-	
Truck & Equipment Reserve:	\$ 15,000,000.60 000.00
-plus-	
Building Maintenance Fund:	<u>\$ 30,000.00</u>
TOTAL:	\$ 19,934,001.544 544.00

SCHEDULE B

On or before January 15, 2024 ⁴⁵	Twenty-five Percent (25%) of Schedule A
On or before April 15, 2024 ⁴⁵	Twenty-five Percent (25%) of Schedule A
On or before June 15, 2024 ⁴⁵	Twenty-five Percent (25%) of Schedule A
On or before September 15, 2024 ⁴⁵	Twenty-five Percent (25%) of Schedule A

Marcellus Town Board
Regular Meeting
Wednesday, October 2, 2024
6:30 PM

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, October 2, 2024, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Laurie Stevens	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Gabe Hood	Councilor

Also Present: Mike Ossit, Highway Superintendent; Phil Coccia, Recreation Director; Jim Gascon, Town Attorney; Gary and Linda Wilcox, John Pawlewicz, Tom Lathrop, Bill Southern, Steven Bolewski, Bella Bolster, Soleil Misiano, William Gomez, Scott Stearns, Joel McNally, Fire Department; Rosemary Tozzi, Town Clerk

Waive the Reading and Accept the Minutes: Councilor Clarke made a motion seconded by Councilor Hoey to waive the reading and accept the minutes as presented by the Town Clerk and Budget Officer. The minutes were from the September 4, 2024, Town Board Meeting, September 11, 2024, Budget Meeting, September 18, 2024, Workshop Meeting and September 18, 2024, Budget Meeting.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Monthly Activity: The abstract of Audited Vouchers for October 2, 2024, given to the Board Members as submitted by the Town Clerk. Abstract #10 as of September 27, 2024. Claim # 157161-157194 and 157204-157214.

	<u>Expenses</u>
General Fund	\$24,524.56
Part Town General	1,044.40
Townwide Highway	7,592.82
Part Town Highway	72,910.61
Ambulance	76,725.00
Total	\$182,797.39

Board Members were given the Activities Report as of September 27, 2024. Fiscal year 2024 Period 9.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,654,733.07)	1,164,466.95
Part Town General	(214,131.48)	117,901.55
Townwide Highway	(648,382.17)	319,668.88
Part Town Highway	(376,666.07)	226,097.84
Fire District	(398,776.28)	390,472.00
Hydrant Fund	(3,080.55)	3,227.00
Ambulance Fund	(313,383.47)	236,640.00
Sewer District	(195,953.38)	195,952.00
Water District	(180,801.92)	185,268.28

Bank Balances:

The total of all Bank Balances for August 2024 is \$4,385,080.81

Councilor Hood made a motion seconded by Councilor Hoey to approve the Abstract of Audited Voucher Reports as of September 27, 2024, and the Activities Report as of September 27, 2024, and the Bank Balances of July 2024.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens Carried

Old Business:

Solar Law: This topic was tabled to give the Planning and Zoning Board time to review the proposed law. They will be having a meeting to discuss their concerns.

Tim’s Pumpkin Patch PUD: This topic was tabled. The Town Board is still in the discussion phase.

Comprehensive Plan- SEQR: This topic has been tabled. Jim Gascon has spoken with the Comprehensive Committee and is waiting for them to provide the SEQR document from a consultant.

Tax Levy Override: This topic has been tabled until the October 16, 2024, Workshop meeting. The Town Board will hold a Public Hearing on October 16, 2024, at 6:30pm.

Sewer Contract with the Village: This topic has been tabled. The Town Board will be meeting with Village staff and Village attorney on Monday, October 7, 2024, at 4:15pm at the Marcellus Town Hall.

New Business:

Renewal for the Heidelberg- Bishop Hill Mine: New York State DEC renewed the mining contract for the Bishop Hill Mine. No action is needed from the Town Board. The new contract renewal dates are September 16, 2024, through September 15, 2029.

Village of Marcellus Grant Application- Letter of Support: The Village of Marcellus is pursuing New York Forward (NYF) funding. The Village will use this funding to pursue opportunities to grow the Main Street corridor into a destination that draws tourists and visitors while also serving residents with much-needed modern amenities. The Village of Marcellus, we would appreciate a letter of support for this project from the Town of Marcellus.

Councilor Hood made a motion seconded by Councilor Clarke to approve Supervisor Stevens to sign a letter of support for the Village of Marcellus regarding the NYF funding.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens Carried

NYS Department of Environmental Conservation: John Houser, Codes Officer asked Supervisor Stevens to sign the MS4 operator certification form for eReports. It is part of the process regarding the new stormwater permit from New York State Department of Environmental Conservation. Councilor Berwald made a motion seconded by Councilor Hood to approve Supervisor Stevens to sign the MS4 operator certification form.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens Carried

Departments Reports:

Codes: John Houser updated the Town Board regarding a vacant house on Dublin with an intense rat infestation and hoarding situation. The owner of the residence is working with a professional abatement and pest company. John has noticed the Health Department; they are satisfied with the steps being taken to rectify the issue.

Highway: Mike Ossit reported the tree in the cemetery on North Street has been trimmed. Trash days are going well.

Parks/Rec: Phil Coccia reported that three people that had events at Marcellus Park sent letters to express their gratitude to the park staff. Phil asked the Town Board to decide whether they will be increasing pavilion fees for 2025. It has been added to the October 16, 2024, agenda.

Town Clerk: Rosemary Tozzi, Town Clerk, presented the monthly report for September 2024

- Dog Licensing \$465.00
- Certified Copies-Marriage \$20.00
- Photocopies/FOIL \$7.47
- Passport \$140.00
- Conservation \$181.93
- Freon Permit \$225.00
- Marriage Licensing \$62.50
- Trash Passenger One Trip \$45.00
- Mattress Permit \$175.00
- Trash Permit-Trailer \$350.00
- Tire \$231.00
- Trash Permit-Passenger 6 trip \$475.00
- Trash Permit- Truck \$1,080.00
- Building \$171.00
- Subdivision Book \$260.00
- Zoning Fees \$50.00

Site Plan \$50.00

Discussion Agenda:

Fire Department: Joel McNally thanked the Town Board for their support regarding recruitment. The Fire Department has two new members.

Councilor Clarke spoke with Dave Card; financials will be submitted to the Town Board.

NYS Department of Transportation: The Town of Marcellus received a letter from NYSDOT regarding the intersection safety request Route 20 at Slate Hill Rd. NYSDOT completed their study which included a review of the most recent six-year crash history provided by Department of Motor Vehicles, a signal warrant analysis, and observation of on-site conditions. Based on the results NYSDOT engineer have determined that installation of a red/yellow flashing signal at the intersection along with several sign enhancements is justified.

Supervisor Stevens stated that the Town Board is still working on the budget. Nothing is finalized but its looking like it will stay under the tax levy limit set by the State.

Adjournment: Councilor Hood made a motion seconded by Councilor Berwald to adjourn the meeting at 6:51 pm.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
 Workshop Meeting
 Wednesday, October 16, 2024
 6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, October 16, 2024, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Laurie Stevens	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Absent: Gabe Hood	Councilor

Also Present: Mike Ossit, Highway Superintendent; Phil Coccia, Recreation Director; Jim Gascon, Town Attorney; Jim Rossiter, Bill Southern, Gary and Linda Wilcox, Steven Bolewski, Dahlia Schultz, Dave Card, Fire Department; Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Public Hearing- Tax Levy Override: Supervisor Stevens stated that the Town budget is currently under the Tax Levy. The budget has not been finalized; out of precaution the Town will pass the Tax Levy Override Law. There were no questions, comments or concerns from the public or Town Board. Councilor Hoey made a motion seconded by Councilor Berwald to close the Public Hearing at 6:32pm

Ayes –Berwald, Clarke, Hoey and Stevens Carried

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #10 as of October 15, 2024. Claim #'s 157263-157265.

Expense	
General Fund	\$1,165.00
Part Town Highway	37,504.40
Total	\$38,669.40

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #10 as of October 11, 2024. Claim # 157224-157245, 157247-157262.

Expense	
General Fund	\$58,198.73
Part Town General	365.58
Townwide Highway	309.08

Part Town Highway	8,484.20
Total	\$67,357.59

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #10 as of October 16, 2024. Claim # 157275.

	Expense
General Fund	\$16.00
Total	\$16.00

Councilor Berwald made a motion seconded by Councilor Clarke to approve the Abstract of Audited Vouchers and pay the bills as of October 16, 2024.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Old Business:

Solar Law: This topic has been tabled. Jim Gascon, Town Attorney, is waiting for two outstanding concerns from the Planning and Zoning Board.

Tim’s Pumpkin Patch PUD: This topic has been tabled for discussion.

Comprehensive Plan- SEQR: This topic has been tabled. The Town did receive the SEQR, it was incomplete. Jim Gascon, Town Attorney, is in contact with the firm to get the document completed and submitted to the Town Board.

Tax Levy Override:

TOWN OF MARCELLUS

TOWN BOARD RESOLUTION

October 16, 2024

TOWN OF MARCELLUS LOCAL LAW NO. B OF 2024

(“A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the Town of Marcellus”)

The following resolution was offered by Councilor Hoey, who moved its adoption, seconded by Councilor Clarke, to wit:

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. B-2024, "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the Town of Marcellus," was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on September 4, 2024; and

WHEREAS, a public hearing was held on such proposed local law on October 16, 2024, by the Town Board of the Town of Marcellus and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Marcellus in its final form in the manner required by Section 20 of the Municipal Home Rule Law of the State of New York; and

WHEREAS, Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law of New York (SEQRA), requires that as early as possible in the consideration of a proposed action, an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, on September 4, 2024, the Town Board declared itself lead agency and determined that the enactment of proposed Local Law No. B-2024 is an unlisted action and will have no significant effect on the environment, issuing a negative declaration, thus concluding environmental review under State Environmental Quality Review Act; and

WHEREAS, it is in the public interest to enact said proposed Local Law No. B-2024.

NOW, THEREFORE, it is

RESOLVED that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact Proposed Local Law No. B-2024 as Local Law No. 2-2024 as follows:

“TOWN OF MARCELLUS

LOCAL LAW NO. 2 OF 2024

**A LOCAL LAW OVERRIDING THE TAX LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW §3-C IN THE TOWN OF MARCELLUS**

Be it enacted by the Town Board of the Town of Marcellus as follows:

Section 1. LEGISLATIVE INTENT

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Marcellus, County of Onondaga pursuant to General Municipal Law §3-c, and to allow the Town of Marcellus to adopt a Town budget for (a) Town purposes; (b) fire protection districts; and (c) any other special or improvement district governed by the Town Board for the fiscal year 2025, that requires a real property tax levy in excess of the “tax levy limit” as defined by the General Municipal Law §3-c.

Section 2. AUTHORITY

This local law is adopted pursuant to Subdivision 5 of the General Municipal Law §3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

Section 3. TAX LEVY LIMIT OVERRIDE

The Town Board of the Town of Marcellus, County of Onondaga, is hereby authorized to adopt a budget for the fiscal year 2025 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-c.

Section 4. SEVERABILITY

If any clause, sentence, paragraph, section, article or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operations to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. EFFECTIVE DATE

This Local Law shall take effect upon filing with the Secretary of State.”

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

Laurie Stevens	Town Supervisor	Voted	Yes
Jeff Berwald	Councilor	Voted	Yes
Percy Clarke	Councilor	Voted	Yes
Terry Hoey	Councilor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: October 16, 2024

Sewer Contract with the Village: This topic has been tabled. The Town Board and Council met with the Village to discuss the contract. The Town is waiting to hear if the Village agrees to the suggested changes.

New Business:

Park Pavilion Fees: The Parks and Recreation Department recommends that pavilion fees and surcharges remain the same in 2025. The Town Board agreed not to increase the fees.

Marcellus Park prices for 2025:

Annex and Grove- weekend \$145; weekday \$75

Creek Hollow- weekend \$165; weekday \$75

Playground- weekend \$85; weekday \$75

Stone Mill- weekend \$135, weekday \$75

Welcome Center- weekend \$150; weekday \$80

Tables (moved by staff)

6-15 tables \$30

15-25 tables \$55

Marcellus Park Surcharge for Corporations that host a Company Picnic or Barbeque

Surge for large groups: 50-100 people incurs a \$100 surcharge/fee

101-150 people incur a \$150 surcharge/fee

151-200 people incur a \$200 surcharge/fee

This charge includes: up to ten extra tables moved by park staff
extra trash cans with liners and blue recycle bins
setup of volleyball net and horseshoes

Clean Energy Windmills: The State is considering a large wind energy project named Maple Harvest. This project will consist of 24 to 27 industrial wind turbines and associated infrastructures in the Towns of LaFayette, Otisco and Tully. Damian Ulatowski, Clay Town Supervisor, is asking Marcellus to join other Towns and sign and pass a resolution in opposition to the Maple Harvest project.

Councilor Clarke made a motion seconded by Councilor Berwald to approve Supervisor Stevens to sign the resolution opposing the industrial wind project

Ayes –Berwald, Clarke, Hoey and Stevens

Carried

RESOLUTION OPPOSING INDUSTRIAL WIND PROJECTS

WHEREAS, a large wind energy project named Maple Harvest, consisting of 24 to 27 industrial wind turbines and associated infrastructure, is being considered in the Towns of LaFayette, Otisco and Tully; and

WHEREAS, each individual turbine may be up to 680 feet tall and located on hills which are at least 700 feet higher in elevation than surrounding valleys; and

WHEREAS, erection of wind turbines such as proposed would violate many municipal zoning regulations; and

WHEREAS, while the undersigned municipalities recognize the potential benefits of renewable energy, the current permitting procedures under the Office of Renewable Energy Siting (ORES) supersede the ability of municipalities to regulate land use decisions and directly address potential harmful environmental, social and economic impacts of such a project; and

WHEREAS, similar projects may occur in any municipality in New York.

NOW, BE IT RESOLVED, on this 16th day of October 2024, the Towns noted below in the County of Onondaga, State of New York that:

1. The undersigned oppose the current ORES regulations that usurp the ability of local municipalities to regulate land use decisions in their communities, thereby effectively overriding Home Rule; and
2. We stand in solidarity with the Towns of Otisco, Tully and Lafayette in opposing the erection and operation of large commercial wind turbines in their communities, along with the associated large transmission lines necessary to connect the turbines to the electrical grid; and
3. We urge relevant county, state, and federal authorities to engage in transparent and collaborative discussions to once again allow municipalities, instead of the state Office of Renewable Energy Siting, to make land use decisions within their jurisdictions; and
4. This resolution shall take effect immediately.

Dated: October 16, 2024

Town of Marcellus

Set Date- Public Hearing for Budget: The Public Hearing must be scheduled after the November 5, 2024, Election. The Town Board has set the Public Hearing for the budget for November 6, 2024, at 6:30pm located at Marcellus Town Hall, 22 East Main Street, Marcellus, NY.

Councilor Berwald made a motion seconded by Councilor Hoey to set the budget Public Hearing for November 6, 2024, at 6:30pm.

Ayes –Berwald, Clarke, Hoey and Stevens

Carried

Fire Department Financials: Dave Card submitted financials to the Town Board: the financial statement expenses for the period January 1, 2024, through September 30, 2024, and a breakdown of expenses for the months of July, August and September. There were no questions or concerns from the Town Board regarding the financials.

Discussion Agenda:

Councilor Hoey: He took fifteen students on a tour of the Village Wastewater Treatment Plant. Everyone enjoyed the tour.

Supervisor Stevens: M.A.V.E.S. submitted their financials for the period of May 1-August 31, 2024.

Fire Department: The Fire Department is hosting an open house on Saturday, October 19th from 4:00pm-8:00pm.

Parks and Recreation: The first Marcellus Cross Country Invitational will be held at Marcellus Park on Saturday 19, 2024, twenty-seven schools will be participating. Jane Attley assisted in a grant to get additional money from the State for recreation. The Welcome Center Grant check was received by the Town. Jane and Mark are currently working on a grant for flowers and trees at the park.

Highway Department: Mike Ossit confirmed that the Town Board had previously approved the Highway Department to clean the Fire Department catch basin for a safety clean.

Supervisor Stevens requested a meeting with Council.

Adjournment: Councilor Berwald made a motion seconded by Councilor Hoey to adjourn the Workshop Meeting at 6:55 pm.

Ayes –Berwald, Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

**TOWN OF MARCELLUS TOWN BOARD
INTRODUCTION OF THE DRAFT 2024 COMPREHENSIVE PLAN AND SEQRA
RESOLUTION DESIGNATING LEAD AGENCY**

November 6, 2024

The following resolution was offered by _____, who moved its adoption, and seconded by _____, to wit:

WHEREAS, the Town of Marcellus Town Board has previously appointed a Special Board (the “Comprehensive Plan Committee”) pursuant to Town Law §272-a for the purposes of preparing an update and amendments to the Town’s Comprehensive Plan for consideration by the Town Board; and

WHEREAS, the Town Board had been advised that the Comprehensive Plan Committee has completed its work and prepared a draft update to the Comprehensive Plan document, after additional public participation to said proposed update and amendments in June of 2024 and August of 2024, for the Town Board’s review and consideration; and

WHEREAS, Volume 6 N.Y.C.R.R., Sections 617.3 and 617.6 of the Regulations relating to Article 8 of the Environmental Conservation Law of New York (SEQRA), requires that as early as possible an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, the Town Board of the Town of Marcellus, at its regular meeting of November 6, 2024, received from the Comprehensive Plan Committee copies of the proposed update and amendments to the Town of Marcellus Comprehensive Plan (titled “Town of Marcellus 2024 Comprehensive Plan”), all in accordance with Town Law.

NOW, THEREFORE, BE IT RESOLVED that the Town of Marcellus Town Board hereby determines that:

1. The action is a Type I Action;
2. The Town Board of the Town of Marcellus shall act as Lead Agency;
3. The following are interested agencies in connection with the SEQRA review:
 - **Village of Marcellus**, c/o Hon. Chad Clark, Mayor, 6 Slocombe Ave. Marcellus, NY 13108;
 - **Onondaga County Planning Department**, Attn: Martin Voss, Chair, Carnegie Building 335 Montgomery Street, 1st Floor, Syracuse, NY 130202; and
4. The action will require the preparation of a Full Environmental Assessment Form (Parts 1, 2 and 3) to provide information with regard to the environmental issues pertinent therein; and it is further

RESOLVED that the Town of Marcellus Town Board hereby shall notify all agencies, interested/involved, that it shall be lead agency for this action unless it receives written objection to this determination within thirty (30) days from the date of mailing of such notice; and it is further

RESOLVED that the Town of Marcellus Town Board hereby directs that the “Draft 2024 Comprehensive Plan Update” shall be forwarded to the Onondaga County Planning Department for review and comment; and it is further

RESOLVED, that the Town Board shall conduct a public hearing as to the adoption of the proposed Town of Marcellus 2024 Comprehensive Plan at the Town of Marcellus Town Hall, 22 East Main Street, Marcellus, New York on December 4, 2024 at 6:30 p.m. or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard.

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

Terry Hoey	Councilor	Voted	Yes/No
Gabe Hood	Councilor	Voted	Yes/No
Percy Clarke	Councilor	Voted	Yes/No
Jeff Berwald	Councilor	Voted	Yes/No
Laurie Stevens	Supervisor	Voted	Yes/No

The foregoing resolution was thereupon declared duly adopted.

DATED: November 6, 2024

CERTIFICATION

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

I, the undersigned Clerk of the Town of Marcellus, Onondaga County, New York, **DO**
HEREBY CERTIFY:

That I have compared the foregoing Resolution with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting and that, pursuant to Section 103 of the Public Officers Law, said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on November ____, 2024.

ROSEMARY TOZZI
Town Clerk

(SEAL)

**TOWN OF MARCELLUS
NOTICE OF PUBLIC HEARING**

**TO CONSIDER THE PROPOSED UPDATE AND AMENDMENTS
TO THE TOWN OF MARCELLUS COMPREHENSIVE PLAN**

NOTICE IS HEREBY GIVEN that, pursuant to New York State Municipal Home Rule Law and New York State Town Law §272-a, that the Town Board of the Town of Marcellus, New York, at a regular meeting thereof held on November 6, 2024, acknowledged receipt of the draft update with proposed amendments to the Town’s Comprehensive Plan titled “Town of Marcellus 2024 Comprehensive Plan.” The Draft Town of Marcellus 2024 Comprehensive Plan is on file at the Town Clerk’s Office at the Town Offices located at 22 East Main Street in the Town of Marcellus for inspection by all interested persons during regular business hours.

NOTICE IS FURTHER GIVEN that on November 6, 2024, the Town Board determined that the Town Board will act as lead agency in this matter, that the proposed update and amendments to the Town’s Comprehensive Plan are a Type I Action pursuant to the State Environmental Quality Review Act and will begin a review of potential environmental impacts on November 6, 2024. No final determination under SEQR has been made at this time.

NOTICE IS FURTHER GIVEN that the Town Board will hold a public hearing on the proposed update and amendments to the Town’s Comprehensive Plan at the Town of Marcellus Offices located at 22 East Main Street in the Town of Marcellus on December 4, 2024 at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested will be heard.

**November 6, 2024
Rosemary Tozzi
Town Clerk
Town of Marcellus**

AFFIDAVIT OF POSTING

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

ROSEMARY TOZZI, being duly sworn, deposes and says that she is the Town Clerk of the Town of Marcellus, Onondaga County, New York, and that on the _____ day of November, 2024, she affixed the attached Notice of Public Hearing on the signboard maintained pursuant to Town Law Section 30(6) near the entrance to the Town Clerk’s Office in the Marcellus Town Hall located at 22 East Main Street in said Town.

ROSEMARY TOZZI
Town Clerk

Subscribed and sworn to before me
this _____ day of November, 2024.

Notary Public

(Draft Comprehensive Plan Update)

**INTERMUNICIPAL AGREEMENT
BETWEEN**

The Town of Marcellus on behalf of
the Marcellus Sewer Districts # 1 and 2
and
The Village of Marcellus

Agreement made as of this ____ day of _____, 2024, by and between the Town of Marcellus, a municipal corporation, with its offices at 22 East Main Street, Marcellus, New York (hereinafter referred to as the "Town") on behalf of the Marcellus Consolidated Sewer Districts # 1 and 2, and the Village of Marcellus, a municipal corporation of the State of New York, with its offices at 6 Slocombe Ave, Marcellus, New York (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Town has formed, operates and maintains the Marcellus Sewer Districts # 1 and 2 within the Town, to include sewer lines and the Platt Road pumping station, for the purpose of providing public sanitary sewer services to Town residents ("Town Sewer System"),

WHEREAS, the Village operates and maintains a sewer system within its corporate boundaries, which includes sewer lines, pumping stations, and a wastewater treatment plant ("Village Sewer System").

WHEREAS, the Town and Village consolidated the operation, maintenance, and repair of their sewer systems in order to optimize operational efficiency, and reduce flow within the system by addressing I & I issues and reduce taxpayer expense.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town and Village do hereby agree as follows:

1. **VILLAGE SERVICES**

a. The Village, by virtue of the authority invested in it pursuant to Article 5-D of the General Municipal Law, hereby grants the Town the right to continue all existing connections and to discharge sanitary sewage into the Village Sewer System. If there is adequate capacity at the Village Water Pollution Control Plant (WPCP), upon approval of the Village Board of Trustees, the Town may make additional connections to the Village Sewer System.

b. The Town shall use such sewer system for sanitary purposes only, and said shall not be used for the disposal of fluids, chemicals or solids which may cause injury or damage to the sewer pipes, equipment or treatment plant or said sewer system, or for surface or roof water drain runoff.

c. If at any time during the term of this Agreement, the Village Sewer System is determined by written order of any authorized agency of the State of New York to be inadequate for the use of the Village and its inhabitants within the meaning of Section 14-1404 of the Village Law, the parties to this Agreement shall work together to find an acceptable solution to the determination. If such a solution is not reached, this Agreement shall terminate as of the date of such order, and the Town shall cease to discharge into the Village Sewer System. Upon any such termination, any payment due would be pro-rated to the date of termination. If by any reason of any natural calamity (force majeure) or act beyond the control of the Village (e.g. loss of power, vandalism, or sabotage) and, as a result, the service of the Town hereunder is terminated, any payment due shall be pro-rated to date of termination.

d. The Village shall continue to bill Town sewer users through the Town of Marcellus pursuant to the formula set forth in section 3 below.

2. TOWN ACTIONS

The Town agrees to:

a. Comply with the Village of Marcellus Sewer Ordinance and all written orders, directions and regulations of the Village for the use of such sewer system which are now in force and which shall hereafter be adopted by the Village or by the County of Onondaga, or by the State of New York.

b. In the event a sewer line breaks or other significant repairs are needed to the Town Sewer System described above, which the Village determines are beyond its capabilities to address, the Town shall pay for such repairs directly to the vendors selected by the Village to make the repairs.

c. Obtain the approval of the Board of Trustees of the Village before making any additional connections to or extensions of the Town Sewer System and make corresponding adjustments for sewer rent payments to the Village as necessary;

d. Report any and all sewer leaks/spills that happen within the Town Sewer System per the Sewage Pollution Right to Know Act (2013);

e. Continue to have Town sewer users in Town Sewer Districts (#1 and #2) make payment for sewer services to the Town pursuant to the formula listed in section 3 below; and

f. Make the Village whole for any outstanding sewer charges by March 1st of each year.

g. Ensure that the oil/grit separator located at the Firehouse is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

h. Ensure that the oil/grit separator located at the Town Highway Garage is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

3. SCHEDULE OF PAYMENTS

The Town shall bill Town Sewer users at the beginning of each calendar year, when Town taxes are levied. Said payment shall be based upon a Basic Service Fee (average Village sewer user payment), plus a thirty percent (30%) Outside User Fee, times the number of Town sewer units, to be prepared by the Village and submitted to the Town on or before October 1st of each year.

a. The Town agrees to transfer to the Village, by the 1st of March each year, in a single payment, to be approved at the Town's Organizational Meeting each year, those sewer rent payments that have been made to the Town by the Town sewer users.

4. CLASSIFICATION OF UNITS

The following classification of units will be used in both the Village and Town to determine the applicable annual sewer use payments to be made by the Town to the Village:

	CLASSIFICATION	FACTOR
1.	Single Family House	1 Unit
2.	Multi-Family House	1 Unit per residence.
3.	Apartment Houses and 1 Unit for each additional Apt.	1 Unit for 1 st Apt.
4.	Mobile Home or Private Lot	1 Unit
5.	Mobile Home in Park	1 Unit each
6.	Church	1 Unit
7.	Parsonage – Separate Structure	1 Unit
8.	Parsonage – Attached to Church	1 Unit
9.	Town Municipal Building	1 Unit
10.	Town Highway Garage	3 Units
11.	Firehouse	10 Units
12.	Town Park Facilities	6.5 Units
13.	Campsite or RV Rental Unit w/Sanitary Facilities	1/8 Unit
14.	Industrial & Commercial (Stores, Restaurants, Motels, Hotels, Gas Stations, Laundromat, etc.)	1 Unit and 1 Unit per 80,000 gals. of sewage per year or part thereof over 80,000 gals

The number of units to be used in calculating the applicable annual sewer use payments as per Sections 2(f) and 3 herein shall be determined annually.

- (a) The Village shall determine and submit its actual unit count on or before October 1st of each year.
- (b) Any unexpected or necessary adjustments to the cost of services, or any change in the number of units within the Town prior to October

1st of any given year, shall be used in making the final count for the March payment.

5. OTHER AGREEMENTS

a. This Agreement supersedes all prior negotiations and written or oral understandings, if any, and may not be amended or supplemented except by an instrument in writing signed by both parties hereto.

b. This Agreement shall replace all prior Agreements both written and oral between Village and Town for the Town Sewer System, including the Intermunicipal Agreement entered into on October 10th, 2014, except as referenced in c. below

c. The Sewer Line and Pump Addendum to this Agreement dated (insert new date) relating to the Town Fire Department, Town Highway Department and Town Park sewer mains and Park Pump Station herein attached as Exhibit 1 here to shall remain in effect until (insert new date)

6. INTERPRETATION

a. The paragraph captions are for convenience only and shall not affect the interpretation of this Agreement.

b. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

7. ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns to which this Agreement relates.

8. NOTICES

Notices will be deemed properly given when in writing sent by certified mail, postage prepaid and addressed:

If to the Town: Supervisor, Town of Marcellus
 22 East Main Street
 Marcellus, New York 13108

If to the Village: Mayor, Village of Marcellus
 6 Slocombe Avenue
 Marcellus, New York 13108

9. HOLD HARMLESS

The parties agree as follows: 1) the Village covenants and agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees from and against any and

all loss or expense that may arise by reason of claims, costs, damages, suits, actions, judgements, injury or death, or for invasion of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Village, its employees and agents as it relates to the Village Sewer System; 2) the Town covenants and agrees to indemnify, defend, and hold harmless the Village, its officers, agents and employees from and against any and all loss or expense that may arise by reason of claims, costs, damages, suits, actions, judgements, injury or death, or for invasion of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Town, its employees and agents as it relates to the Town Sewer System and Sewer Line and Pump Addendum.

10. LENGTH OF AGREEMENT

The term of this Agreement shall be from the date upon which the Agreement is executed by the Village Mayor and continue until December 31st 2029.

11. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

TOWN OF MARCELLUS

By _____
Town Supervisor

VILLAGE OF MARCELLUS

By _____
Mayor

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
TOWN OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ resides at _____, in _____, New York that _____ is the _____ of the Town of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
VILLAGE OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ resides at _____, in _____, New York, that _____ is the _____ of the Village of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

EXHIBIT 1

Marcellus Sewer Line and Pump Addendum

This Agreement is made this ____ day of _____ 2025, by and between the Town of Marcellus, a municipal corporation organized and existing under the laws of the State of New York with its principal offices as 22 East Main Street, Marcellus New York 13108 ("Town") and the Village of Marcellus, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 6 Slocombe Avenue, Marcellus, New York 13108 ("Village").

WITNESSETH

WHEREAS, the Town owns, operates and maintains the Marcellus Park located at 2443 Platt Road, Marcellus, New York 13108 ("Marcellus Park");

WHEREAS, the Town owns the Park Pump Station and sewer lines within the Marcellus Park boundaries for the purpose of providing public sanitary sewer services to the Marcellus Park ("Marcellus Park Sewer System");

WHEREAS, the Town is the owner of three-bathroom facilities located in Marcellus Park, including the grinder pumps located outside of each, and responsible for all maintenance excluding the Village from any responsibility;

WHEREAS, the Town is the owner of the fire hall facilities located at 4242 Slate Hill Road, Marcellus, New York 13108 ("Firehouse");

WHEREAS, the Town is the owner of the highway garage facilities located at 4262 Slate Hill Road, Marcellus, New York, 13108 ("Town Highway Garage");

WHEREAS, the Town is responsible for maintenance, repair and replacement of the Park Pump Station, including the right of way or easement for the pipe leading westerly to the Firehouse and Town Highway Garage, thereof and whereby the Town agreed to pay the Village for such sewer service at a rate commensurate with the amount of wastewater entering the system to be billed by the Village on a quarterly basis.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town and Village do hereby agree as follows:

To the extent requested by the Town, and pursuant to existing practice, the Village will monitor and oversee the normal operation, maintenance and repair of the Park Pump Station and sewage lines described above. The Town agrees to reimburse the Village for any reasonable costs incurred by the Village in providing such service.... In the event a line breaks or other repairs are needed to the Marcellus Park Sewer System, which the Village determines are beyond its capabilities to address, the Town shall pay for such repairs directly to the vendors selected by the Village to make the repairs.

The Town is responsible to report any and all sewer spills that happen for the Town Sewer System and Park Pump Station and sewer lines mentioned above per the Sewage Pollution Right to Know Act (2013) State Law.

The Town shall use such sewer system for sanitary purposes only, and said shall not be used for the disposal of fluids, disposal of grit/oil separators, chemicals or solids which may cause injury or damage to the sewer pipes, equipment or treatment plant or said sewer system, or for surface or roof water drain runoff.

The Town shall ensure that the oil/grit separator located at the Firehouse is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

The Town shall ensure that the oil/grit separator located at the Town Highway Garage is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

Notwithstanding the foregoing, the Town may contract for and retain the services of another entity for maintenance and repair of the Town Sewer Districts and Park Pump Station and sewer lines upon ninety (90) days notice to the Village.

The Term of this Agreement shall be three (3) years from the date of execution of same, unless notice of cancellation is provided in writing by one party to the other upon ninety (90) days notice.

TOWN OF MARCELLUS

By _____

Town Supervisor

VILLAGE OF MARCELLUS

By _____

Mayor

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.

TOWN OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared

_____, to me personally known, who, acknowledged that _____ resides at _____, in _____, New

York that _____ is the _____ of the Town of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.

VILLAGE OF MARCELLUS)

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_____ of the Village of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

FROM THE DESK OF

Susan Clarke-Williams

209 Vanida Drive
Camillus, New York 13031
susanclarke1@verizon.net
(315) 569-6498

October 29, 2024

Rosemary Tozzi, Town Clerk ✓
Town of Marcellus
22 East Main Street
Marcellus, New York. 13108

Dear Clerk Tozzi,

I hereby respectfully submit my written complaint regarding the matter of the "Very Heavy Rat Infestation", per Code Enforcement Officer John Houser, in and on the building and property located at 4457 Dublin Road in the Town of Marcellus, New York owned by Patricia A. Bishop.

Due to a lack of progress in remediation of the rat infestation and the condition of the exterior of the structure, as well as misleading or inaccurate information that has been communicated to adjacent property owners and members of the neighborhood, I believe it is the responsibility of and incumbent upon the Town of Marcellus government - and in particular the Code Enforcement Officer - to issue citations, complete with timeframes with daily fees attached for missed deadlines - to the property owner for bringing the property and structure into compliance and an end to this hazardous and threatening situation.

I respectfully list the following Town of Marcellus and State of New York Residential Building and Property Maintenance Code Chapters, Sections and/or Subsections as the basis for my complaint and violations of the property owner. It is time for real action by the property owner and official action by the Town of Marcellus to resolve this nightmarish situation up to and not limited to condemnation of said vacant structure:

Property Maintenance Code of New York State:

Chapter 1, Section 103, 103.1 Administration and Enforcement - the Uniform Code SHALL be administered and enforced by the authority having jurisdiction

Chapter 1, Section 107, 107.1.1 Unsafe Structure

Chapter 1, 107.1.3 Unfit for Human Occupancy Due to Vermin or Rat Occupancy

Chapter 1, 107.2 Vacant Structures.

Continued...

Page 2 of 3 Letter of Complaint Dated 10/29/2024 to Town of Marcellus Clerk - Rat Infestation 4457 Dublin Road, Marcellus, New York

Chapter 1, Section 107 Unsafe Structures and Equipment

Chapter 1, Section 108 Emergency Measures

Chapter 1, Section 109 Service Utilities

Chapter 2, Section 202 General Definitions

Chapter 3, 302.1 Exterior Clean, Safe and Sanitary Conditions

Chapter 3, 302.5 Rodent Harborage and Infestation

Chapter 3, Section 305 Interior Structure

Chapter 3, Section 306 including 306.1.1 Unsafe Conditions

Chapter 3, Section 309 Pest Elimination including 309.1 Infestation and 309.2 Owner

Chapter 6, Mechanical and Electrical Requirements

Chapter 7, Fire Safety Requirements

Town of Marcellus Code

Chapter 90, 90.1 Definitions

Chapter 90, 90.8 Construction Codes, Unsafe Buildings and Equipment and Condition of Imminent Danger (SHALL be identified and addressed)

Chapter 90, 90-11 Complaints

Chapter 90, 90-14 Record Keeping

Chapter 90, 90-16 Enforcement, Penalties for Offenses

Chapter 90, 90-17 Fees - Resolution by Town Board

Chapter 90, Fire Safety and Property Maintenance Inspection

The purpose of municipal and New York State codes is to protect the SAFETY, HEALTH and WELFARE of the public. The hazardous rat infestation at 4457 Dublin Road has spread throughout the neighborhood and will continue to spread likely beyond Dublin Road. Rats do not recognize town or village or property lines. They can also infiltrate sewers and stormwater systems.

Continued...

Page 3 of 3 Letter f Complaint Dated 10/29/2024 to Town of Marcellus Clerk - Rat Infestation at 4457 Dublin Road, Marcellus, New York

I thank all members of the Town of Marcellus government listed in my Letter of Complaint and I await your earliest response and actions to resolve the threat to our health, financial expenses incurred by neighbors in contracting with exterminators and damages to neighboring structures and properties.

Sincerely,



Susan J. Clarke-Williams,

Power of Attorney for Jack M. Rice, owner of the property located at 4459 Dublin Road, Marcellus, New York

cc: Town of Marcellus Supervisor Laurie Stevens, Code Enforcement Officer John Houser, Deputy Code Enforcement Officer Jeremy Perry, and Assistant to Codes, Planning Board and Zoning Board of Appeals Joanna Clarke, and Town Councilors Jeff Berwald, Percy Clarke, Terry Hoey and Gabe Hood.

To the Town of Marcellus Board,

Many of the residents on Dublin Rd have great concern over the rat infestation at 4457 Dublin Rd. We were notified on September 27 of the issue. We then did our due diligence to educate ourselves with the company All Pest about what the process is and what we would need to do to try to do the best we could to protect our homes. We soon after learned that the homeowner Patty Bishop was not following through on her end for the abatement to continue. To date this is still a problem. No work is being done to stop the breeding of the 100's of rats, the removal of debris and garbage in the residence. It is our understanding that this is due to Patty's lack of following through with the companies offering their services to not only clean out the debris but abate the rats. We have been in close contact with Kelly at All Pest, she has been amazing at working with us and keeping us up to date on where things are which is at a stand still.

As you can imagine there are concerns not only that these rats will begin to look for another source of food, etc. Which means they will likely work their way into neighboring houses. Some neighbors have stated they have already seen signs that this is happening. We are unable to live comfortably in our homes like we once did, like things as simple as putting out bird food for the many birds that used to visit frequently because as you know this would attract the rats. We have a wonderful neighborhood with several new neighbors and we should not have to worry about our own homes because of the lack of responsibility of one.

We are bringing this issue to the board in hopes that something will be done because to this point, to our knowledge, no citations have been given to the owner, the last time the All Pest was on the premises to set traps was September 24, 2024, and no work can be done until the garbage and junk is cleaned out. This is an unsafe, unsanitary, and unhealthy situation that needs to be dealt with on an emergent basis. Time has shown that Patty is not going to put in the work and help of professionals to solve the infestation of the 100's of rats so we ask for your help in moving the process forward so we can go back to not worrying about when rats will enter our own homes.

We appreciate your consideration in this matter,

Residents of Dublin Rd



Timeline

1 message

JOHN WILLIAMS <susanclarke1@verizon.net>

Sat, Oct 19, 2024 at 9:50 AM

To: Lynda Kianka <lkianka24@gmail.com>

After review of phone records and recollections the following is a list of dates re discussions and emails received from the TOM.

9/24/24 the Rice family received a phone call from Patty Bishop - as she was directed by the TOM - notifying the family that rats were in her house located at 4457 Dublin Road, Marcellus NY. Patty said a company was coming in October 7, 2024 to get rid of the rats and added that they might "scatter"

9/27/24 I spoke in person with TOM Codes Enforcement Officer John Houser who was in the driveway located at Dublin Road and were discussing the rat infestation issue at 4457 Dublin Road. Upon questioning, CEO Houser that there were hundreds of rats in the 4457 house. CEO Houser assured me (us) at that time that the structure would be placarded by 9/30/24 to protect the health and safety of the public and first responders.

On or about 9/30/24 I left a voicemail message for TOM Supervisor Stevens.

On or about 10/1/24 TOM Supervisor Stevens called me back. I expressed my great concern about the 100's of rats in and outside the 4457 house and stressed the urgency of a resolution to the infestation voicing concern over the mold and whatever else is in and on the building and I stressed the importance of the TOM contacting directly the extermination company to get the most accurate information on the situation vs the homeowners updates. The supervisor told me that the Marcellus Fire Department Chief and the Onondaga County 911 Center we notified that in case of a fire at 4457 Dublin Road the fire was to be fought from the outside only and that they were to protect the neighboring houses.

10/9/24. I left voicemail message with TOM Supervisor asking for an update on the status on the matter.

10/10/24. CEO Houser called me at the direction of the supervisor. He explained that the plan with Patty was working and that the exterminator had switched from snap traps to bait traps. I strongly urged him to contact the extermination company for factual updates on the status of activity at said property

10/16/24 I received a call from CEO Houser with an update that all was going according to plan all based on his conversation with the homeowner. I told him the information he was being given by the homeowner was not true and that the exterminator had not been in the house at 4457 since 9/24/24.

10/17/24. I received an email with attachment from CEO Houser titled Codes Interpretation verifying the exterminator had not been there since 9/24/24. His attachment states that he is satisfied with the property owner's diligence and coordination with the exterminator and that "no further actions of the Town are required that this time.

Sent from my iPhone



Lynda Kianka <lkianka24@gmail.com>

(no subject)

1 message

Lynda Kianka <lkiankarealtor@gmail.com>

Thu, Oct 31, 2024 at 2:31 PM

To: lkianka24@gmail.com

On 10/25/2024 I spoke with Meghan Gillen with the Onondaga county health department animal disease control office. She pulled the file on the exterior inspection of [4457 Dublin Road, Marcellus, NY](#) as requested by a neighbor of that property. The inspection took place on 10/04/2024. She did the inspection and found the building windows and doors closed. She also told me her department does not have equipment to test debris or materials on the outside of the building to determine if rat feces or urine. She did not find signs of rat burrowing and the storm grates looked ok. I asked if she had any notes in the file re the town of Marcellus contacting her department for an inspection or follow up and she said no.

On 10/10/2024 CEO Houser told me on the phone in response to a question I had about the health department inspection that the health department was satisfied with the situation as long as the abatement plan was in process.

Timeline of Lynda Kianka interactions

9/27/24 Residents were notified by John Houser of rat infestation at 4457 Dublin Rd. Stated snap traps were set and the following Saturday, October 5, 2024, All Pest would be coming to "fumigate/bomb"

9/30/24 L.Kianka had a conversation with Kelly the owner at All Pest. They do NOT use bombs or fumigate as it is against the law however assured me that what they were doing and would do will not harm any of our pets. She stated the homeowner wasn't being cooperative and the home needed to be cleaned out before they could proceed.

9/30/24 after speaking with Kelly I then called John Houser in the codes office about what I had been told by Kelly about the bombing and I was told he would look into it.

10/1/24 I, Lynda Kianka contacted the Health Department about the concerns over the health and safety of the neighbors and our concerns. She set up a day and time to have the outside of the house inspected as they are not able to go inside a residence without the permission of the owner.

During these 2 weeks I was unable to follow up as my son was in the hospital however Sue Rice was.

10/16/24 Spoke with Kelly at All Pest- she stated they had not been there since September 24 because the homeowners were not cleaning the property so that they could finish their abatement process and until they did so there was nothing more they could do.

10/16/24 I spoke with Terry Hoey, board member. He stated that the board was made aware of the situation but based on our conversation was unaware of the severity of the situation.

10/17/24 Spoke with Kelly at All Pest- homeowners were contracted to have a professional cleaning company that would be starting that Thursday, October 24, 2024 and then All Pest would go in and complete their work.

10/25/24 Sue Rice then followed up with Kelly (I had pneumonia) who stated nothing was being done because of a pending court case. As per the court the eviction case was closed at the end of August and there is not an open case in the Marcellus Town Court.

From Liz Lollis-
Irving
- Neighbor



Lynda Kianka <lkianka24@gmail.com>

(no subject)

1 message

Lynda Kianka <lkiankarealtor@gmail.com>

Thu, Oct 31, 2024 at 3:11 PM

To: lkianka24@gmail.com

Liz Irving, Executor of Mike Lollis Estate
4465 Dublin Road
Marcellus NY 13108
Emojirving@me.com
203-993-4207

October 20, 2024

Town of Marcellus
24 East Main Street
Marcellus, NY 13108

To Whom It May Concern,

I am writing to bring to your attention the significant impact that the rat infestation at Patty Kilcoyne's home on Dublin Road has had on our property. As residents of the neighborhood, we have experienced direct consequences from this issue, which has become increasingly problematic, particularly with my father's recent illness and our current efforts to prepare his home for sale.

In response to the growing infestation, we have been forced to take additional measures, including hiring Fox Pest Control to address the situation on our property which has cost our estate \$100's of dollars and time monthly. While we are taking steps to manage the problem, the larger issue within the community remains a concern, not only for us but for others in the area.

We hope that the town can address this situation promptly and implement any necessary actions to prevent further spread of the infestation, ensuring a safe and healthy environment for all residents.

Thank you for your time and attention to this matter. We would appreciate any updates on potential steps the town plans to take.

Sincerely,
Liz Irving



all pest of Syracuse

3 messages

field routes <info@allpestofsyracuse.com>
To: "LKianka24@gmail.com" <LKianka24@gmail.com>

Thu, Oct 17, 2024 at 1:28 PM

To whom it may concern, All pest of Syracuse was handling the rat infestation at 4457 Dublin Rd. Marcellus NY 13108. We arrived for the 1st time at the property on 9/6/24 @ 1pm. Upon Ray's arrival he took one step inside the home and rats scattered. He did not need to go far into the home because it was very evident that there were 100s of rats inside this home. Due to the awful condition of the home we had to start the process of exterminating them by using only snap traps. There was trash everywhere and piled from floor to ceiling. This is giving the rodents a perfect living environment. We went back to check the snap traps on 9/10/24, 9/14/24, 9/19/24, and 9/24/24. On 9/24/24 we did place a couple of tamper proof bait stations inside the property along with more snap traps. On 9/25/24 I Kelly received a phone call from some upset neighbors. The neighbors are worried that they will begin to start getting rats, and they were told by someone that we All pest of Syracuse would be bombing the home. They were concerned for their safety and their pets. I was honest with the neighbor and let them know it is possible that once this property begins to get cleaned out that some of the rats will scatter and it is a possibility some of them may have a few issues with rodents. I then assured them that we DO NOT bomb or spray anything for any type of rodent. Once clean out begins we would start using bait stations that are locked, tamper proof, and hidden and there is no danger to the neighbors, their pets or children. Due to the neighbors concerns we have NOT been back to this property since 9/24/24. I would like to educate the neighbors prior to us continuing. We want everyone to understand how the process works and educate them on the situation. I was informed yesterday 10/16/24 that clean up of this property will begin next week. We at All pest will work very closely with the clean up crew. As they clear one area we will then go in and set stations up. This will keep the rats from scattering quickly and should help keep them from moving into other properties. Unfortunately We can not guarantee others will not have rodent activity but doing everything we can to keep it at bay. We will not be going back to the home until I know all the neighbors understand our process and all feel comfortable with what we are doing. I have also attached two emails from marcellus code enforcement that he and the board are aware of our efforts. We would like to speak with all the neighbors as soon as possible so we can continue as soon as clean up begins. The longer we wait to get back to the property the rodent activity is not only continuing but the population is growing. We need to get everyone on the same page so we can move forward.

Thank you,
Kelly Virag

--
All pest of Syracuse
315.877.4462
Allpestofsyracuse.com

----- Forwarded message -----
From: John Houser <jhouser@marcellusny.com>
To: "info@allpestofsyracuse.com" <info@allpestofsyracuse.com>
Cc:
Bcc:
Date: Thu, 10 Oct 2024 16:41:45 +0000
Subject: Patty Bishop / Dublin Road extraction

Hello Kelly, Could you provide me with a report and possible tentative timeline of your work and efforts. This would be helpful to some concerned residents. Thanks

John
Marcellus Codes

----- Forwarded message -----

From: John Houser <jhouser@marcellusny.com>
To: field routes <info@allpestofsyracuse.com>
Cc:
Bcc:
Date: Fri, 4 Oct 2024 15:27:13 +0000
Subject: RE: rat notice to nieghbors

Hi Kelly,

The Town Board and I are satisfied with everything you are doing. Let me know if I can help with anything. - John

From: field routes <info@allpestofsyracuse.com>
Sent: Thursday, September 19, 2024 5:25 PM
To: John Houser <jhouser@marcellusny.com>
Subject: rat notice to nieghbors

Good afternoon,

Thank you so very much for returning my call! As I said over the phone we are treating a home for a rat infestation. This home has 100s of rats. It would be in the top 10 of hoarder episodes. If the homeowner accepts the cleaning quote they will be going in within the next few weeks to start cleaning out. Once they start cleaning this property some of these rats are going to scatter. I appreciate your help notifying the neighbors. I will keep you posted on this property. If the homeowner chooses to not have it cleaned out we unfortunately can no longer help. I will just keep you updated on the entire situation.






Thank you again

Kelly- owner of All pest of syracuse

home with infestation: 4457 Dublin Rd Marcellus ,NY

Giving neighbors on each side and 3 - 4 homes down a heads up would be a good idea

6 attachments

-  **1st snap trap check.pdf**
93K
-  **3rd check.pdf**
96K
-  **2nd check.pdf**
93K
-  **inspection.pdf**
93K
-  **Patty Bishop _ Dublin Road extraction.eml**
14K
-  **rat notice to nieghbors.eml**
19K

[Quoted text hidden]

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Thank you again


Kelly- owner of All pest of syracuse


home with infestation: 4457 Dublin Rd Marcellus ,NY

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 **2nd check.pdf**
93K

 **inspection.pdf**
93K

 **Patty Bishop _ Dublin Road extraction.eml**
14K

 **rat notice to nieghbors.eml**
19K

Lynda Kianka <lkianka24@gmail.com>
To: field routes <info@allpestofsyracuse.com>

Fri, Oct 25, 2024 at 11:50 AM

Good Morning Kelly,

Thank you again for all your help.

Do we have an update on the clean out process? It was our understanding that it was supposed to be started by this point in the week.

Thanks in advance.

Lynda Kianka

[Quoted text hidden]

Service Notification
 All Pest of Syracuse
 6437 Collamer Road
 east syracuse, NY 13057
 United States
 86-3654390



Customer Service
 (315) 877-4462
<https://www.allpestofsyracuse.com>
info@allpestofsyracuse.com

Customer Information

Customer Landlord
 Patricia Bishop
CustomerID 12659
Account # 12659
Invoice # 37103
Address 4457 Dublin Rd
 Marcellus, NY 13108
 United States
County Onondaga
Phone: (315) 530-2969



Service Information

Tech Raymond Aldrich III
License(s) # C7884514
Supervisor
Supervisor Lic. #
Date 09/06/2024
Service inspections
Description(s)
Service Time 8:00 am - 8:00 pm
Time In 1:16 pm
Time Out -
Wind 0 mph
Temperature 0.00 °F
Serviced Interior No

Location Instructions

Products Used

Equipment Summary

Technician Comments:

Appointment Notes

Invoice Items

inspections	\$0.00
Subtotal	\$0.00
Tax 8.000 %	\$0.00
Service Total:	\$0.00

All Pest of Syracuse is committed to the safety of our customers and our environment. All materials used by All Pest of Syracuse have been registered by the Environmental Protection Agency. Please avoid unnecessary contact with materials and comply with all instructions and recommendations from our technicians. Thanks for your patronage! National Emergency Poison Control: (800)222-1222

BILLING INFORMATION

Customer Landlord
 Patricia Bishop
CustomerID 12659
Account # 12659
Invoice # 37103
Address 4457 Dublin Rd
 Marcellus, NY 13108 US
Phone: (315) 530-2969
Service Date 09/06/2024
Service inspections
Description
Service Time 8:00 am - 8:00 pm

Please pay from this invoice

Please pay online or remit payment to:

6437 Collamer Road
 east syracuse, NY 13057

(315) 877-4462
<https://www.allpestofsyracuse.com>
info@allpestofsyracuse.com
 86-3654390

ACCOUNT STATEMENT:

Service Total	\$0.00
Amount paid	\$0.00
Service Amount Due	\$0.00
Current Account Balance	\$0.00

Amount Included

Service Notification
 All Pest of Syracuse
 6437 Collamer Road
 east syracuse, NY 13057
 United States
 86-3654390



Customer Service
 (315) 877-4462
<https://www.allpestofsyracuse.com>
info@allpestofsyracuse.com

Customer Information

Customer Landlord
CustomerID Patricia Bishop
Account # 12659
Invoice # 12659
Address 4457 Dublin Rd
 Marcellus, NY 13108
 United States
County Onondaga
Phone: (315) 530-2969

Service Information



Tech Raymond Aldrich III
License(s) # C7884514
Supervisor
Supervisor Lic. #
Date 09/14/2024
Service bait check
Description(s)
Service Time 8:00 am - 8:00 pm
Time In 10:59 am
Time Out 11:35 am
Wind 0 mph
Temperature 0.00 °F
Serviced Interior Yes

Location Instructions

Products Used

Equipment Summary

Technician Comments:

Checked and reset all rat traps. Initially set 15 traps and caught 10 rats.

Appointment Notes

Invoice Items

bait check	\$0.00
Subtotal	\$0.00
Tax 8.000 %	\$0.00
Service Total:	\$0.00

All Pest of Syracuse is committed to the safety of our customers and our environment. All materials used by All Pest of Syracuse have been registered by the Environmental Protection Agency. Please avoid unnecessary contact with materials and comply with all instructions and recommendations from our technicians. Thanks for your patronage! National Emergency Poison Control: (800)222-1222

BILLING INFORMATION

Customer Landlord
CustomerID Patricia Bishop
Account # 12659
Invoice # 12659
Address 4457 Dublin Rd
 Marcellus, NY 13108 US
Phone: (315) 530-2969
Service Date 09/14/2024
Service bait check
Description
Service Time 8:00 am - 8:00 pm

Please pay from this invoice

Please pay online or remit payment to:

6437 Collamer Road
 east syracuse, NY 13057

(315) 877-4462
<https://www.allpestofsyracuse.com>
info@allpestofsyracuse.com
 86-3654390

ACCOUNT STATEMENT:

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Amount paid	\$0.00
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Current Account Balance	\$0.00

Amount Included

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 east syracuse, NY 13057
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Customer Information

Customer Landlord
CustomerID Patricia Bishop
Account # 12659
Invoice # 12659
Address 4457 Dublin Rd
 Marcellus, NY 13108
 United States
County Onondaga
Phone: (315) 530-2969

Service Information



Tech Raymond Aldrich III
License(s) # C7884514
Supervisor
Supervisor Lic. #
Date 09/19/2024
Service bait check
Description(s)
Service Time 8:00 am - 8:00 pm
Time In 7:48 pm
Time Out 8:06 pm
Wind 0 mph
Temperature 0.00 °F
Serviced Interior No

Location Instructions

Products Used

Equipment Summary

Technician Comments:

Reset traps. The were tripped and bait stolen.

Appointment Notes

Invoice Items

bait check	\$0.00
Subtotal	\$0.00
Tax 8.000 %	\$0.00
Service Total:	\$0.00

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Invoice # 12659
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Phone: (315) 530-2969
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Description
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(315) 877-4462
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Service Amount Due	\$0.00
Current Account Balance	\$0.00

Amount Included _____

Service Notification
 All Pest of Syracuse
 6437 Collamer Road
 east syracuse, NY 13057
 United States
 86-3654390



Customer Service
 (315) 877-4462
<https://www.allpestofsyracuse.com>
info@allpestofsyracuse.com

Customer Information

Customer Landlord
 Patricia Bishop
CustomerID 12659
Account # 12659
Invoice # 37678
Address 4457 Dublin Rd
 Marcellus, NY 13108
 United States
County Onondaga
Phone: (315) 530-2969

Service Information



Tech Raymond Aldrich III
License(s) # C7884514
Supervisor
Supervisor Lic. #
Date 09/24/2024
Service bait check
Description(s)
Service Time 8:00 am - 8:00 pm
Time In 7:15 pm
Time Out 7:47 pm
Wind 0 mph
Temperature 0.00 °F
Serviced Interior Yes

Location Instructions

Products Used

CONTRAC BLOX - Bell Laboratories, Inc. Diluted Amount: 16.000 ozs **Application Method:** Bait Station
[Bramadione 0.005%] Concentrated Amount: 16 ozs 150 square feet
 EPA REG. # 12455-79 Dilution Rate: 100.0000000% **Application Rate:** NULL
 EPA Lot # Active Ingredient: 0.005%
Label Link: https://www.belllabs.com/images/files/12455-79_Contrac_All-Weather_Blox_16lb.pdf
Target Issues: Mice / Rats
Target Areas: Bathrooms, Bedrooms, Family Room, Kitchen

Equipment Summary

Technician Comments:

Checked traps. Caught 3 more rats. Good news is that they were still there (weren't eaten by other rats) which maybe means their numbers are going down. Reset traps and started to bait inside.

Appointment Notes

Invoice Items

bait check	\$0.00
Subtotal	\$0.00
Tax 8.000 %	\$0.00
Service Total:	\$0.00

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Amount Included



Lynda Kianka <lkianka24@gmail.com>

FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

John Houser <jhouser@marcellusny.com>
To: Lynda Kianka <lkianka24@gmail.com>

Thu, Oct 17, 2024 at 10:00 AM

Hello Lynda, That's probably easier as a phone call and call me at your convenience. - John

[Quoted text hidden]



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Lynda Kianka <lkianka24@gmail.com>
To: John Houser <jhouser@marcellusny.com>

Thu, Oct 17, 2024 at 4:49 PM

John,

To follow up on our conversation this morning. As I stated the neighbors are very concerned about the rat issue at 4457 Dublin Rd and Patty's lack of urgency to work to clean up her property and the infestation of the rats. Because she has not done her due diligence to clean the property out and All Pest to be able to get in there to finish their work it has created a much bigger concern. We as a neighborhood are not happy with the disregard from you stating it is NOT a town issue that is very concerning to us. We can no longer put out bird food for our frequent bird visitors and are on constant guard worrying about our homes becoming infested. Our concerns are being dismissed as "making the situation seem worse than it is" As I mentioned to you today if it were your neighborhood you wouldn't be very pleased either. Pattys lack of concern for the people around her property is selfish. This has started to cost some of us money as we now have to take steps in purchasing rodent repellents, traps, and even possibly hiring All Pest to protect our properties. These types of issues hurt property value,s as a lifelong town resident and local realtor this is of big concern. We do not feel as though you have been completely upfront with the board as I spoke with one of them and he had no idea it was as bad as it truly is.

I also have spoke to Kelly at All Pest several times in great depth about Pattys house. She has been fantastic in giving me information regarding the property, much of which contradicts what you are saying because you have only been talking to Patty who we all know is very good at trying to make people feel bad for her. I can tell you that after living 2 doors down from her for 29 years she has made excuse after excuse for why the police are there all the time, the rats, how she takes care of her property and more.

Kelly was kind enough to provide me with all the correspondence regarding the property. She also confirmed what you stated earlier, which was that the cleaners should be there by the end of next week and they will then finish their job. This is all based on if Patty follows through on her end which we all can say she has yet to do so thus far therefore we are very cautiously optimistic.

We plan to be at the November 6th board meeting so the board can hear directly from the neighbors about our concerns instead of 2nd hand. You stated this was a great idea.

I wish to communicate via e-mail going forward even though you stated that " that aint gonna happen". O am unsure of your willingness to do so.

John I have known you for a long time. Our kids went to school together and I am not looking to argue with you but I will make sure this is resolved in a way to make all parties involved concerns addressed and listened to. I believe it is wise to have open honest conversations going forward.

Lynda Kianka
[Quoted text hidden]



Lynda Kianka <lkianka24@gmail.com>

FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

John Houser <jhouser@marcellusny.com>
To: Lynda Kianka <lkianka24@gmail.com>
Cc: Laurie Stevens <lstevens@marcellusny.com>

Fri, Oct 18, 2024 at 2:11 PM

Thank you for this information, Lynda (Cc with supervisor), I have been a support for Patty this past month to help her keep going through the attorneys, and the orders to get possession of her house and scheduling professional abatement of the hundreds of rats. I assure you I have held nothing back from the Board.

The neighbors have every reason to be hurt and upset but I do not and therefor I am the perfect candidate to encourage and help her get across the goal line which I could not do if I thought she was a liar.

I reconfirmed with Kelly shortly after you left, and my report stands true. Furthermore, If we do not see some forward activity in the next two weeks my advisement and efforts moving toward the November 6, meeting will be Town involvement ASAP. - John

Thank you

[Quoted text hidden]



Lynda Kianka <lkianka24@gmail.com>

FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

Lynda Kianka <lkianka24@gmail.com>
To: John Houser <jhouser@marcellusny.com>
Cc: Laurie Stevens <lstevens@marcellusny.com>

Fri, Oct 18, 2024 at 5:31 PM

John and Laurie,

I appreciate your response. We hope to work together as a neighborhood to make sure this is handled the best way to ensure the safety of all involved until its resolution.

Lynda

[Quoted text hidden]



Lynda Kianka <lkianka24@gmail.com>

Recording from 10.2.24 TB Meeting

Rosemary Tozzi <clerk@marcellusny.com>
To: "lkianka24@gmail.com" <lkianka24@gmail.com>

Thu, Oct 17, 2024 at 10:33 AM

 10.2.2024.m4a
10861K

Codes update 9:17

* Information received after
foi request

copy

Freedom of Information Law Request for Records

RECEIVED

OCT 21 2024



Town of Marcellus

Instructions

- All requests must be made in writing. Please use this form to assist you in structuring your request.
- Within five (5) business days the Town will respond to your request for the records with a written acknowledgement of receipt
- All applicable fees must be collected before, and legally releasable record(s) are provided.
- Submit completed form by email or mail to:

Email Address:

Mailing Address:

clerk@marcellusny.com

Marcellus Town Hall
Attn: Town Clerk
22 East Main Street
Marcellus, NY 13108

*You have the right to appeal a denial of this application within 30 days to the head of the governing body of this agency.

Requestor Information (Required)			
Date	Name (Last, First, MI):	Mailing Address:	Phone #
10/21/24	CLARKE-WILLIAMS, SUSAN, J. P.O.A. for JACK M. RICE	209 VANIDA DRIVE City CAMILLUS	(315) 569-6498 State NY Zip 13031
Person You Represent (Last, First, MI) if applicable JACK M. RICE			
Your Firm/Organization Name (if applicable)			Phone #
Record Information			
* Identify or describe the record(s) sought with the detailed information to assist the agency in locating the records(s)*			
Any AND ALL DOCUMENTS AND RECORDS, HARDCOPY OR ELECTRONIC RE: "VERY HEAVY RAT INFESTATION" @ 4457 DUBLIN RD, MARCELLUS ↑ PER CEO JOHN HOUSER			
Signature of Requester: Susan Clarke-Williams			Date Request was: _____ Granted or Denied

John Houser

From: John Houser
Sent: Friday, October 4, 2024 11:27 AM
To: 'field routes'
Subject: RE: rat notice to nieghbors

Hi Kelly,

The Town Board and I are satisfied with everything you are doing. Let me know if I can help with anything. - John

From: field routes <info@allpestofsyracuse.com>
Sent: Thursday, September 19, 2024 5:25 PM
To: John Houser <jhouser@marcellusny.com>
Subject: rat notice to nieghbors

Good afternoon,

Thank you so very much for returning my call! As I said over the phone we are treating a home for a rat infestation. This home has 100s of rats. It would be in the top 10 of hoarder episodes. If the homeowner accepts the cleaning quote they will be going in within the next few weeks to start cleaning out. Once they start cleaning this property some of these rats are going to scatter. I appreciate your help notifying the neighbors. I will keep you posted on this property. If the homeowner chooses to not have it cleaned out we unfortunately can no longer help. I will just keep you updated on the entire situation.

Thank you again

Kelly- owner of All pest of syracuse

home with infestation: 4457 Dublin Rd Marcellus ,NY

Giving neighbors on each side and 3 - 4 homes down a heads up would be a good idea

Apparently I wasn't supposed to start any rat traps??

The obstructions were her own doing.

From: "Anna Kilcoyne"
To: "ppeterbish@twcny.rr.com"
Cc:
Sent: Thursday October 3 2024 12:56:54PM
Subject: To the agreement

We had an agreement for me to come in, within the 35 days, to retrieve our items. However, There is no clear pathway for us to bring any furniture out. Also, it is unsafe for anyone to enter at the moment. Due to this, I will ask that you either remove all traps, poison, and/or obstructions out of our way so that we may come in within the agreed upon time frame. Or, revise the agreement to a later date when the pathway is clear and it is safe enough for us to enter. I await your response.

John Houser

From: ppeterbish@twcny.rr.com
Sent: Friday, October 4, 2024 11:48 AM
To: John Houser
Subject: RE: To the agreement

No, John. That cannot be. Let me explain it to you.

I recalled something last night... I have legal control after August 31st eviction. She no longer has any control rights. Just courtesy of property pick up for the 5 weeks.

I sent text this morning to eviction lawyer about realizing that and about his implying that in past calls. His "liked" response indicated to me that I was correct.

Yesterday, he gave me the name of a property claims lawyer in case it was necessary. Another retired lawyer friend also heard of him. Contacted office this morning. Spoke to legal assistant. Explained rat infestation, hoarding situation, and that she was responsible for obstruction and inability to remove items. Said I am not responding. Legal assistant agreed that I not respond. She took information down to give to the lawyer. She said he will call me back as soon as he can.

There is no feeling safe. Once the professional clean out starts in coordination with All Pest, no one is allowed on the property. It is a done deal. There cannot be any sectioning of the clean out to accommodate her. It interrupts the process necessary and I would be charged for starting all over again every time it happened. It is part of their contract that if anyone tries to enter the property before they are completely done, they will be trespassing. The sheriff's can be notified and they can be arrested.

It was her own doing that she and her daughter are out of their belongings.

I will keep her and her daughter in my prayers.

Patty

From: "John Houser"
To: "ppeterbish@twcny.rr.com"
Cc:
Sent: Friday October 4 2024 9:30:53AM
Subject: RE: To the agreement

* No lawyers, just extend your love to her and assure her she can retrieve whatever is hers when the exterminators feel it's safe. No more lawyers, it's time for civility and love.

My interpretation. - John

From: ppeterbish@twcny.rr.com <ppeterbish@twcny.rr.com>
Sent: Thursday, October 3, 2024 2:52 PM
To: John Houser <jhouser@marcellusny.com>
Subject: FW: To the agreement

John Houser

From: John Houser
Sent: Thursday, October 10, 2024 12:42 PM
To: 'info@allpestofsyracuse.com'
Subject: Patty Bishop / Dublin Road extraction

Hello Kelly, Could you provide me with a report and possible tentative timeline of your work and efforts. This would be helpful to some concerned residents. Thanks

John
Marcellus Codes

John Houser

From: John Houser
Sent: Wednesday, October 16, 2024 11:58 AM
To: Lynda Kianka
Subject: RE: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

Will do, I will check. - John

From: Lynda Kianka <lkianka24@gmail.com>
Sent: Wednesday, October 16, 2024 11:20 AM
To: John Houser <jhouser@marcellusny.com>
Subject: Re: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

Hi John,

Can you please give me an update on Patty Bishops property on Dublin Rd with the rat issue?

Lynda Klanka

On Wed, Oct 9, 2024, 11:49 AM John Houser <jhouser@marcellusny.com> wrote:

Hello Lynda attached is the C/O for the garage. Great job. - John

-----Original Message-----

From: Copier <Copier@marcellusny.com>
Sent: Wednesday, October 9, 2024 11:48 AM
To: John Houser <jhouser@marcellusny.com>
Subject: Send data from 192.168.0.16 10/09/2024 11:47

Scanned from 192.168.0.16

Date:10/09/2024 11:47

Pages:1

Resolution:300x300 DPI

John Houser

From: John Houser
Sent: Thursday, October 17, 2024 10:00 AM
To: Lynda Kianka
Subject: RE: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

Hello Lynda, That's probably easier as a phone call and call me at your convenience. - John

From: Lynda Kianka <lkianka24@gmail.com>
Sent: Wednesday, October 16, 2024 11:20 AM
To: John Houser <jhouser@marcellusny.com>
Subject: Re: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

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Date:10/09/2024 11:47

Pages:1

Resolution:300x300 DPI

John Houser

To: JOHN WILLIAMS
Subject: RE: Send data from 192.168.0.16 10/17/2024 09:41 Codes Interpretation

-----Original Message-----

From: JOHN WILLIAMS <susanclarke1@verizon.net>
Sent: Thursday, October 17, 2024 12:41 PM
To: John Houser <jhouser@marcellusny.com>
Subject: Re: Send data from 192.168.0.16 10/17/2024 09:41 Codes Interpretation

Thank you John for the update and please do not let Kelly speak to my father Jack Rice at 4459 Dublin Road as we have not informed him of this situation as he is still recuperating at home.

Sent from my iPhone

> On Oct 17, 2024, at 9:58 AM, John Houser <jhouser@marcellusny.com> wrote:

>

> Hello Susan attached is my interpretation to date and I have spoken with and confirmed the coordination next week of cleanout work and baiting rats in between with All Pest of Syracuse. The owner Kelly also explained to me the circumstances for not being back there since 9/24 as you reported to me, and you can phone me for that piece at your convenience. The Board has been updated accordingly to date and I support letting the property owner proceed with the professionals as planned. Kelly will be happy to inform neighbors and answer all questions. - John

>

> John 315-673-3269 ext. 4

> Kelly 315-748-8215

>

>

> -----Original Message-----

> From: Copier <Copier@marcellusny.com>

> Sent: Thursday, October 17, 2024 9:41 AM

> To: John Houser <jhouser@marcellusny.com>

> Subject: Send data from 192.168.0.16 10/17/2024 09:41

>

> Scanned from 192.168.0.16

> Date:10/17/2024 09:41

> Pages:1

> Resolution:300x300 DPI

> -----

> <DOC101724-10172024094059.pdf>

Town of Marcellus Codes
22 East Main Street, Marcellus NY 13108
jhouser@marcellusny.com

10/17/2024


4457 Dublin Road / rat infestation

Codes Interpretation

As of this date I am very satisfied with the property owner's diligence and coordination with All Pest of Syracuse to help with the unfavorable circumstances involving the very heavy infestation of rats at 4457 Dublin Road. The Town Board has been kept current with updates regarding the matter and it is my interpretation that no further actions of the Town are required at this time.

John Houser

Town of Marcellus Codes



John Houser

From: John Houser
Sent: Friday, October 18, 2024 3:39 PM
To: field routes
Subject: Dublin Road / Patty Bishop

Hello Kelly,

Jack Rice is the next house North of Patty's at 4459 Dublin. If you have any educational materials to share or anything to communicate, please send it to Susan Williams email at susanclarke1@verizon.net please. Have a great weekend.

John Houser
Town of Marcellus Codes

John Houser

From: John Houser
Sent: Friday, October 18, 2024 2:12 PM
To: 'Lynda Kianka'
Cc: Laurie Stevens
Subject: RE: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

Thank you for this information, Lynda (Cc with supervisor), I have been a support for Patty this past month to help her keep going through the attorneys, and the orders to get possession of her house and scheduling professional abatement of the hundreds of rats. I assure you I have held nothing back from the Board.

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I reconfirmed with Kelly shortly after you left, and my report stands true. Furthermore, if we do not see some forward activity in the next two weeks my advisement and efforts moving toward the November 6, meeting will be Town involvement ASAP. - John

Thank you

From: Lynda Kianka <lkianka24@gmail.com>
Sent: Thursday, October 17, 2024 4:50 PM
To: John Houser <jhouser@marcellusny.com>
Subject: Re: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

John,

To follow up on our conversation this morning. As I stated the neighbors are very concerned about the rat issue at 4457 Dublin Rd and Patty's lack of urgency to work to clean up her property and the infestation of the rats. Because she has not done her due diligence to clean the property out and All Pest to be able to get in there to finish their work it has created a much bigger concern. We as a neighborhood are not happy with the disregard from you stating it is NOT a town issue that is very concerning to us. We can no longer put out bird food for our frequent bird visitors and are on constant guard worrying about our homes becoming infested. Our concerns are being dismissed as "making the situation seem worse than it is" As I mentioned to you today if it were your neighborhood you wouldn't be very pleased either. Patty's lack of concern for the people around her property is selfish. This has started to cost some of us money as we now have to take steps in purchasing rodent repellents, traps, and even possibly hiring All Pest to protect our properties. These types of issues hurt property value, as a lifelong town resident and local realtor this is of big concern. We do not feel as though you have been completely upfront with the board as I spoke with one of them and he had no idea it was as bad as it truly is.

I also have spoke to Kelly at All Pest several times in great depth about Patty's house. She has been fantastic in giving me information regarding the property, much of which contradicts what you are saying because you have only been talking to Patty who we all know is very good at trying to make people feel bad for her. I can tell you that after living 2 doors down from her for 29 years she has made excuse after excuse for why the police are there all the time, the rats, how she takes care of her property and more.

Kelly was kind enough to provide me with all the correspondence regarding the property. She also confirmed what you stated earlier, which was that the cleaners should be there by the end of next week and they will then finish their job. This is all based on if Patty follows through on her end which we all can say she has yet to do so thus far therefore we are very cautiously optimistic.

We plan to be at the November 6th board meeting so the board can hear directly from the neighbors about our concerns instead of 2nd hand. You stated this was a great idea.

I wish to communicate via e-mail going forward even though you stated that "that aint gonna happen". I am unsure of your willingness to do so.

John I have known you for a long time. Our kids went to school together and I am not looking to argue with you but I will make sure this is resolved in a way to make all parties involved concerns addressed and listened to. I believe it is wise to have open honest conversations going forward.

Lynda Kianka

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Subject: Send data from 192.168.0.16 10/09/2024 11:47

Scanned from 192.168.0.16
Date: 10/09/2024 11:47
Pages: 1
Resolution: 300x300 DPI

John Houser

From: Lynda Kianka <lkianka24@gmail.com>
Sent: Friday, October 18, 2024 5:31 PM
To: John Houser
Cc: Laurie Stevens
Subject: Re: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

John and Laurie,

I appreciate your response. We hope to work together as a neighborhood to make sure this is handled the best way to ensure the safety of all involved until its resolution.

Lynda

On Fri, Oct 18, 2024 at 2:11 PM John Houser <jhouser@marcellusny.com> wrote:

Thank you for this information, Lynda (Cc with supervisor), I have been a support for Patty this past month to help her keep going through the attorneys, and the orders to get possession of her house and scheduling professional abatement of the hundreds of rats. I assure you I have held nothing back from the Board.

The neighbors have every reason to be hurt and upset but I do not and therefore I am the perfect candidate to encourage and help her get across the goal line which I could not do if I thought she was a liar.

I reconfirmed with Kelly shortly after you left, and my report stands true. Furthermore, if we do not see some forward activity in the next two weeks my advisement and efforts moving toward the November 6, meeting will be Town involvement ASAP. - John

Thank you

From: Lynda Klanka <lkianka24@gmail.com>
Sent: Thursday, October 17, 2024 4:50 PM
To: John Houser <jhouser@marcellusny.com>
Subject: Re: FW: Send data from 192.168.0.16 10/09/2024 11:47 C/O

John,

To follow up on our conversation this morning. As I stated the neighbors are very concerned about the rat issue at 4457 Dublin Rd and Patty's lack of urgency to work to clean up her property and the infestation of the rats. Because she has not done her due diligence to clean the property out and All Pest to be able to get in there to finish their work it has created a much bigger concern. We as a neighborhood are not happy with the disregard from you stating it is NOT a town issue that is very concerning to us. We can no longer put out bird food for our frequent bird visitors and are on constant guard worrying about our homes becoming infested. Our concerns are being dismissed as "making the

**Town of Marcellus
Parks and Recreation**

To: Marcellus Town Board
From: Phil Coccia & Jim Rossiter
Date: November 1, 2024
Re: Moonlight Walk

We would like to continue to offer the Moonlight Walk at Marcellus Park to the community this winter. The dates we would like to plan this event are Saturday evenings; December 14th and January 11th from 4pm to 9pm.

This would require three employees. The supplies for each Saturday would not exceed \$150.00 for s'mores ingredients and drinks (tea, hot cider, hot cocoa, and bottled water).

We appreciate your support!

TOWN OF MARCELLUS AND MARCELLUS CENTRAL SCHOOL DISTRICT

SHARED SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of December, 2024, between the **TOWN OF MARCELLUS**, a municipal corporation of the State of New York with an address at 22 East Main Street, Marcellus, New York 13108 and the **MARCELLUS CENTRAL SCHOOL DISTRICT**, a school district existing under the laws of the State of New York, with an address at 2 Reed Parkway, Marcellus, New York 13108.

RECITALS

WHEREAS, the parties desire to enter into a shared services agreement with each other for the purpose of sharing services, equipment and materials thereby providing attendant efficiency and savings associated with said shared services.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town of Marcellus and the Marcellus Central School District as follows:

1. **Term**. The term of this Agreement shall begin on January 1, 2025 and end on December 31, 2025 (the "Term"). Thereafter this Agreement shall automatically renew for additional one (1) year terms; provided, however, that if either Party wishes not to renew, such Party must notify the other Party in writing, not later than ninety (90) days prior to the expiration of the term of the Agreement. Either party may terminate this Agreement upon sixty (60) days prior written notice. Upon termination, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of termination.

2. **Shared Services**. Both parties agree to exchange the services, equipment and materials ("shared services") set forth in **Schedule "A"** of this Agreement.

- A. All equipment or materials exchanged under this Agreement shall at all times be owned and shall be the sole and exclusive property of the party providing the equipment or materials.
- B. The receiving municipality shall have no rights or property interest in the equipment or materials, except for the right to use the equipment and materials pursuant to this Agreement.
- C. The employees of the party providing the shared services shall remain under the full supervision and control of the providing party.
- D. The parties shall remain fully responsible for all matters relating to their own respective employees including but not limited to compensation, insurance, benefits, and Workers' Compensation.
- E. The party receiving the shared equipment and/or materials shall be responsible for their repair where damage to such equipment and/or materials is caused by or arises out of or in connection with the recipient's use of said equipment and/or materials.

SCHEDULE "A"

"SHARED SERVICES"

TOWN OF MARCELLUS:

Description of ____ services, ____ materials, ____ equipment (check all that apply) to be shared:

The Town of Marcellus shall provide the following shared services:

Estimated cost/value of ____ service, ____ materials, ____ equipment (check all that apply).

Total cost/value: \$ _____.

MARCELLUS CENTRAL SCHOOL DISTRICT:

Description of ____ services, ____ materials, ____ equipment (check all that apply) to be shared:

The Marcellus Central School District shall provide the following shared services:

Estimated cost/value of ____ service, ____ materials, ____ equipment (check all that apply).

Total cost/value: \$ _____.

3. Services and equipment provided by the Town of Marcellus Highway Department to the Marcellus Central School District shall be made at the discretion of the Town Highway Superintendent provided the combined value of the services and equipment do not exceed \$2,500.00. Services and equipment in excess of \$2,500.00 in value must be approved in advance by the Town Board.

4. All services and equipment provided by the Marcellus Central School District to the Town of Marcellus must be approved in advance by the School Board.

5. **Indemnification.** The parties covenant and agree to indemnify and keep indemnified and save harmless the other party against a claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider may or shall be liable by reason of its participation in the services to be rendered pursuant to this Agreement.

TOWN OF MARCELLUS

**MARCELLUS CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

Title: Supervisor

Title: _____

Date: _____

Date: _____

**TOWN BOARD RESOLUTION
INTRODUCING LOCAL LAW __-2024**

(A Local Law Amending Chapter 235 of the Code of the Town of Marcellus
Regarding Outdoor Concerts)

TOWN OF MARCELLUS

November 6, 2024

At a regular meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 22 East Main Street, in said Town, County of Onondaga, State of New York, on November 6, 2024, at 6:30 P.M., there were:

PRESENT:	Jeff Berwald	Councilor
	Percy Clarke	Councilor
	Gabe Hood	Councilor
	Terry Hoey	Councilor
	Laurie Stevens	Town Supervisor

WHEREAS, Councilor _____ introduced proposed Local Law No. __-2024, “A Local Law Amending Chapter 235 of the Code of the Town of Marcellus” and made the following motion, which was seconded by Councilor _____; and

WHEREAS, Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law, requires that as early as possible an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of a local law in the Town of Marcellus, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQRA) with respect to the proposed enactment of said Local Law, with the result that the Town Board shall act as lead agency in this matter; and

WHEREAS, the adoption of said Local Law is a Type I Action for purposes of environmental review under SEQRA; and

WHEREAS, the Town Board has determined that Full Environmental Assessment Form (EAF) shall be required in connection with this matter; and

WHEREAS, the said full EAF has been prepared and has been reviewed by the Town Board; and

WHEREAS, the Town Board has considered the adoption of said Local Law, has considered the criteria contained in 6 N.Y.C.R.R. Part 617.7 and has compared the impacts which may be reasonably expected to result from the adoption of said Local Law against said criteria.

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED that the enactment of said proposed Local Law __-2024 is a Type I Action, there are no other involved agencies and this Board shall act as lead agency in this matter for purposes of SEQRA review; and it is further

RESOLVED AND DETERMINED that the Town Board has determined this action shall have no significant adverse impact on the environment; that, accordingly, an environmental impact statement (EIS) shall not be required; and that this resolution shall constitute a negative declaration under SEQRA; and it is further

RESOLVED AND DETERMINED that the Town Board conduct a public hearing as to the enactment of proposed Local Law No. __-2024 at the Town Hall located at 22 East Main Street Street, in the Town of Marcellus on December 4, 2024 at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

RESOLVED AND DETERMINED that notice of said public hearing shall be provided at least five (5) days prior to the date of said public hearing in a newspaper of general circulation within the Town of Marcellus and to any affected municipalities described above.

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

VOTE:	Laurie Stevens	Town Supervisor	Yes/No
	Jeff Berwald	Councilor	Yes/No
	Percy Clarke	Councilor	Yes/No
	Gabe Hood	Councilor	Yes/No
	Terry Hoey	Councilor	Yes/No

The foregoing resolution was thereupon declared duly adopted.

DATED: November 6, 2024

CERTIFICATE

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

I, the undersigned Town Clerk of the Town of Marcellus, Onondaga County, New York,
DO HEREBY CERTIFY:

That I have compared the foregoing Resolution with the original thereof on file in the Office of the Town Clerk of the Town of Marcellus, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting and that, pursuant to Section 103 of the Public Officers Law, said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on November __, 2024

ROSEMARY TOZZI, Town Clerk

(SEAL)

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: TOWN OF MARCELLUS LOCAL LAW NO. __-2024		
Project Location (describe, and attach a general location map): TOWN-WIDE AND QUALIFYING PARCELS		
Brief Description of Proposed Action (include purpose or need): A Local Law to amend the Code of the Town of Marcellus to allow outdoor concerts as an accessory use subject to the receipt of a special permit and other conditions.		
Name of Applicant/Sponsor: Town of Marcellus Town Board		Telephone: 315-673-3269 E-Mail: inclerk1@windstream.net
Address: 22 East Main Street		
City/PO: Marcellus	State: New York	Zip Code: 13108
Project Contact (if not same as sponsor; give name and title/role): Laurie Stevens, Supervisor		Telephone: 315-673-3269 E-Mail: lstevens@marcellusny.com
Address: 22 East Main Street		
City/PO: Marcellus	State: New York	Zip Code: 13108
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	TOWN BOARD - LOCAL LAW APPROVAL	PENDING
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ONONDAGA COUNTY PLANNING DEPARTMENT GML 239 REFERRAL	PENDING
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 All Zones/Districts: _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? N/A

b. What police or other public protection forces serve the project site?
N/A

c. Which fire protection and emergency medical services serve the project site?
N/A

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

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

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No • Will a line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
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<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertsypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
<hr/>	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<hr/>	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
<hr/>	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
<hr/>	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Marcellus Town Board Date November 6, 2024

Signature _____ Laurie Stevens Title Supervisor

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

Agency Use Only (If applicable)
 Project: LL-2024 (Outdoor Concerts)
 Date: November 6, 2024

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

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

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

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part I. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part I. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part I. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, Eld	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d, f, g, and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

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

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

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

1. If adopted, proposed Local Law No. __-2024 will provide more comprehensive regulations to potentially permit and regulate the ability to have and host outdoor concerts within the Town of Marcellus in a manner that preserves the health, safety and welfare of the Town.
2. The Town and businesses within the Town are growing such that more tourists are attracted to the area and this Local Law will allow the Town to address environmental/safety/welfare concerns associated with such growth (e.g., incompatibility with surrounding neighborhoods, congestion and other environmental impacts) in a more tailored manner
3. This Local Law seeks to accommodate public demand that exists for the allowance of outdoor concerts within the Town, again in manner that protects the health, safety and welfare of the Town.
4. While it is recognized that there is public demand (and benefits to the Town as a result, e.g., tourism) in allowing outdoor concerts, this Local Law allows for the Town to take into consideration important factors such that the allowance of outdoor concerts will not have a negative impact on the neighborhood/environment.
5. Enactment of this Local Law will be more protective of the environment than the absence of such regulations.
8. This Local Law ultimately seeks to minimize aesthetic and other impacts of such a use on neighbors/neighborhoods/environment, and as such, its adoption will have no significant effect on land use, air or water quality, traffic, solid waste production, drainage, animal or vegetation life; will not create any conflict with the Town's plans or goals; will not impair the character of any community or neighborhood resource; will not create any health hazard; will not result in any major change in energy use; and will not create any demand for other action which would result in the above consequences.

Determination of Significance - Type I and Unlisted Actions

SEQR Status: Type I Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
TOWN OF MARCELLUS TOWN BOARD as lead agency that:

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

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

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

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

Name of Action: Local Law __-2024 (A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding Outdoor Concerts)

Name of Lead Agency: Town of Marcellus Town Board

Name of Responsible Officer in Lead Agency: Laurie Stevens

Title of Responsible Officer: Supervisor

Signature of Responsible Officer in Lead Agency: Date: November 6, 2024

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Laurie Stevens, Supervisor, Town of Marcellus

Address: 22 East Main Street, Marcellus, New York 13108

Telephone Number: 315-673-3269

E-mail: lstevens@marcellusny.com

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

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

Other involved agencies (if any)

Applicant (if any)

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

PRINT FULL FORM

Account#	Account Description	Fee Description	Qty	Local Share
A2544	Dog Licensing	Female, Spayed	17	153.00
		Female, Unspayed	3	51.00
		Male, Neutered	17	153.00
		Male, Unneutered	2	34.00
			Sub-Total:	\$391.00
A2545	Misc. Fees	Certified Copies - Marriage	7	70.00
		One-day Marriage Officiant	1	25.00
		Returned Check Fee	1	20.00
	Passport	Passport	3	105.00
			Sub-Total:	\$220.00
A2590	Conservation	Conservation	17	51.86
	Freon Removal	Freon Rremoval	9	135.00
	Marr. Lic	Marriage Licensing Fees	1	12.50
	Permit	Trash Permit-Passenger One Trip	6	90.00
	Permit Fee	Mattress	5	125.00
		Trash Permit-Trailer	4	185.00
	Permit Fees	Tire	7	49.00
		Trash Permit-Passenger	5	125.00
			Sub-Total:	\$1,213.36
82110	Building	Building	8	1,177.00
	Plan & Zone	Zoning Fees	1	100.00
			Sub-Total:	\$1,277.00
				Total Local Shares Remitted: \$3,101.36
Amount paid to: NYS Ag. & Markets for spay/neuter program				49.00
Amount paid to: NYS Environmental Conservation				887.14
Amount paid to: State Health Dept. for Marriage Licenses				22.50
Total State, County & Local Revenues:		\$4,060.00	Total Non-Local Revenues: \$958.64	