

Town of Marcellus
Board Meeting
Wednesday, May 7, 2025
6:30 PM

Call to Order

Salute to Flag

I. Waive the Reading and Accept the Minutes

II. Approve Monthly Financials

III. Old Business

- A. Tim's Pumpkin Patch PUD
- B. Future IT service

III. New Business

- A. Local Law No. A- 2025 (Accessory Buildings)
- B. SEQR- LL No. A-2025
- C. Introductory Resolution for LL No. A-2025 (Accessory Buildings)
- D. Mulch for Town Hall
- E. Onondaga County fuel agreement
- F. Striping parking lot
- G. Auction Highway truck #5
- H. Recreation- adult day trip
- I. Letter of Support- Village of Marcellus
- J. Fire Department Financials

V. Reports From Department Heads

- A. Codes
- B. Highway
- C. Parks/Rec
- D. Town Clerk - monthly report

VI. Discussion Agenda

- A. Fire Department
- B. Community Development Division

VII. Adjournment

Future Meeting Dates

Workshop Meeting- Wednesday, May 21, 2025- 6:30 pm- Town Hall
Planning/Zoning Meeting-Monday, June 2, 2025 - 6:30 pm- Town Hall
Town Board Meeting- Wednesday, June 4, 2025- 6:30 pm- Town Hall
Workshop Meeting- Wednesday, June 18, 2025- 6:30 pm- Town Hall

Marcellus Town Board
Regular Meeting
Wednesday, April 2, 2025
6:30 PM

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, April 2, 2025, 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: Jim Gascon, Town Attorney; Gary and Linda Wilcox, Tom Lathrop, Caitlyn Sammon, Jeri Byrne, Bill Southern, Donna Nolan, Coner Wierbinski, Jillian Herholtz, Jay Wright, Nathan Millett, Dave Card, Fire Department; Bobby Mayers, Fire Department; John Pawlewicz, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Waive the Reading and Accept the Minutes: Councilor Hoey made a motion seconded by Councilor Hood to waive the reading and accept the minutes as presented by the Town Clerk. The minutes were from March 5, 2025, Town Board Meeting and March 19, 2025, Workshop Meeting.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Monthly Activity: The abstract of Audited Vouchers for April 2, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #4 as of March 28, 2025. Claim #s 157904-157929.

	<u>Expenses</u>
General Fund	\$10,241.01
Townwide Highway	19,669.23
Fire District	87,483.50
Total	\$117,393.74

The abstract of Audited Vouchers for April 3, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #4 as of April 2, 2025. Claim #s 157939-157956.

	<u>Expenses</u>
General Fund	\$6,769.06
Part Town General Fund	347.80
Townwide Highway	7,574.82
Sewer District	51,033.00
Total	\$65,724.68

Board Members were given the Activities Report as of March 26, 2025. Fiscal year 2025 Period 3.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,845,256.90)	374,878.01
Part Town General	(207,355.37)	45,084.49
Townwide Highway	(569,211.71)	202,219.45
Part Town Highway	(108.35)	9,467.15
Fire District	(438,197.88)	115,633.00
Hydrant Fund	(3,311.01)	1,825.69
Ambulance Fund	(311,760.92)	155,878.00
Sewer District	(52,999.79)	51,033.00
Water District	(164,803.29)	86,028.27

Bank Balances:

The total of all Bank Balances for February 2025 are \$6,392,299.18

Councilor Clarke made a motion seconded by Councilor Berwald to approve the Abstract of Audited Voucher Reports for April 2, 2025, April 3, 2025, and the Activities Report as of March 26, 2025, and the Bank Balances of February 2025.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Old Business:

Tim's Pumpkin Patch PUD: This topic has been tabled. The Town Board is still in the discussion phase.

Recommended Changes to Lot and Building Limitations- Accessory Buildings: This topic has been tabled. Planning and Zoning is working with the Town attorney to finalize the recommendations.

New Business:

Friends of Marcellus Park: Donna Nolan, President of Friends of the Park requested a key to the Welcome Center. The organization uses the Welcome Center during different events held at the park. After some discussion the Town Board denied her request as it is the Town's policy that only Town employees are allowed to have keys to any Town building. If Friends of the Park needs access to the Welcome Center, they can contact a member of the park staff or the Recreation office. This new policy was put into effect when the Town had to replace all keys and locks due to not having all keys returned by pervious staff. This new policy will eliminate the possibility of keys being duplicated and unauthorized use of any Town building. The Friends of the park would also like to honor Phil Coccia, the previous Parks and Recreation Director for his many years of service. Phil retired at the end of 2024. Friends of the park would like to rename the Annex Pavilion the Phil Coccia Pavillion for his years of dedication to the Park. The Town Board agreed that it would be a great idea. Donna also asked the Town Board if it was ok if they built a sidewalk from the lower parking lot to the gazebo. The Park staff would help with the labor. The Town Board gave approval for the project.

Work Day Resolution for NYS Retirement System: Councilor Clarke made a motion seconded by Councilor Hood to approve the following work day resolution for the NYS retirement system.
Ayes – Berwald, Clarke, Hoey, Hood and Stevens
Carried

Office of the New York State Comptroller
NYSSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001
Please type or print clearly
in blue or black ink

Received Date

**Standard Work Day and
Reporting Resolution for
Elected and Appointed Officials**

Employer Location Code

3 0 4 2 0

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

BE IT RESOLVED, that the Town of Marcellus (Name of Employer) / 35420 (Location Code) hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Mary R. Dailey			Town Justice	1/1/2024-12/31/2027	6	5.33	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Daniel Falge			Town Justice	1/1/2024-12/31/2027	6	4.06	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Rosemary Tozzi			Town Clerk	1/1/2024-12/31/2027	7.5	21.36	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Appointed Officials:									
Jeffrey Lowe			Town Assessor	3/14/22-9/30/2025	6	3.56	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Rosemary Tozzi (Name of Secretary or Clerk) secretary/clerk of the governing board of the Town of Marcellus (Name of Employer), of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 2 day of April, 2025 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Marcellus (Name of Employer) on this 3 day of April, 2025.

(Signature of Secretary or Clerk)
Affidavit of Posting: I, Rosemary Tozzi (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on April 3, 2025 (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

☒ Employer's website at: https://marcellusny.com

☒ Official sign board at: Town Hall

☒ Main entrance Secretary or Clerk's office at: 22 E Main Street, Marcellus, NY 13108

Page 1 of 2 (for additional rows, attach a RS 2417-B form.)

(seal)

Office of the New York State Comptroller
NYSSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001
Please type or print clearly
in blue or black ink

Received Date

**Standard Work Day and Reporting
Resolution for Elected and
Appointed Officials Continuation Form**

Employer Location Code

3 0 4 2 0

RS 2417-B

(Rev.04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Michael Ossit			Highway Superintendent	1/1/2024-12/31/2027	8	29.21	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Laurie Stevens			Town Supervisor	1/1/2024-12/31/2025	6	13.22	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Gabriel Hood			Town Councilor	1/1/2022-12/31/2025	6	0.77	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Jeffrey Berwald			Town Councilor	1/1/2024-12/31/27	6	1.30	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

Fire Department Service Awards Referendum Resolution:

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION
April 2, 2025**

By a motion duly made by Councilor Hood, and duly seconded by Councilor Clarke, the following Resolution was put before the Town Board of the Town of Marcellus for its consideration:

WHEREAS, eligible voters residing in the Town of Marcellus (the "Town") approved a referendum to establish a defined contribution Length of Service Award Program ("LOSAP") for active volunteer firefighter members of the Marcellus Fire Department, effective October 1, 2011, in accordance with Article 11-A of the New York State General Municipal Law ("GML");

WHEREAS, the Town is the LOSAP Sponsor and Program Administrator; and

WHEREAS, GML § 216 authorizes the Town to amend the LOSAP; and

WHEREAS, now, the Town Board of the Town of Marcellus has reviewed a proposal submitted by the Marcellus Fire Department to amend the current service award program for the volunteer firefighters of the Marcellus Fire Department; and

WHEREAS, the Town Board of the Town of Marcellus desires to amend the defined contribution plan as such plan is described in General Municipal Law §218; and

WHEREAS, an active volunteer firefighter currently earns Seven Hundred and No/100 Dollars (\$700.00) for each year of firefighting service rendered; and

WHEREAS, that the entitlement age for each participating firefighter is currently sixty-five (65) years of age; provided, however, if any active volunteer firefighter becomes disabled as described in GML §218(d), the firefighter is entitled to receive his or her service award benefits regardless of age or length of service and such benefits will begin as provided in GML §218(d); and

WHEREAS, the increase permitted by this resolution is consistent with the intent of the LOSAP to recruit, retain and reward active volunteer firefighters.

NOW, THEREFORE BE IT

RESOLVED, that the contribution for each participating active volunteer firefighter shall be One Thousand Two Hundred and No/100 Dollars (\$1200.00) for each qualifying year of firefighting service rendered on and after January 1, 2026; and be it further

RESOLVED, that the entitlement age for each participating firefighter shall be fifty-five (55) years of age; provided, however, if any active volunteer firefighter becomes disabled as described in GML §218(d), the firefighter shall be entitled to receive his or her service award benefits regardless of age or length of service and such benefits shall begin as provided in GML §218(d); and be it further

RESOLVED, that this resolution is subject to a mandatory referendum of qualified voters of the Town of Marcellus and said referendum shall be held on November 4, 2025, at Marcellus Fire Station, located at 4242 Slate Hill Road, Marcellus, New York and Marcellus Senior High School, located at 1 Mustang Hill, Marcellus, New York, in the Town of Marcellus; be it further

RESOLVED, that Proposition Number One to be voted upon at said election shall read as follows:

“SHALL THE ANNUAL CONTRIBUTION OF THE TOWN OF MARCELLUS FOR THE MARCELLUS VOLUNTEER FIRE DEPARTMENT LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) OF SEVEN HUNDRED DOLLARS (\$700.00) BE INCREASED BY FIVE HUNDRED DOLLARS (\$500.00) TO THE AMOUNT OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00), PER QUALIFYING MEMBER, ANNUALLY?”; and be it further

RESOLVED, that Proposition Number Two to be voted upon at said election shall read as follows:

"SHALL THE AGE OF MATURITY OF THE FUNDS FOR THE MARCELLUS VOLUNTEER FIRE DEPARTMENT LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) BE REDUCED FROM 65 YEARS OLD TO 55 YEARS OLD?"; and be it further

RESOLVED, that no later than ten days before said election, this proposition shall be published once in the Marcellus Press-Observer and that a copy thereof shall be posted on the official sign-board of the Town of Marcellus maintained in accordance with New York Town Law §30(6); and be it further

RESOLVED, that the LOSAP shall continue to be administered by the Town and that all other provisions of the LOSAP shall remain the same; and be it further

RESOLVED, that upon such approval at referendum, the Supervisor of the Town of Marcellus shall be and is hereby authorized to execute necessary documents, including documents adopting the program and its related Trust and make such permitted changes in the Program not inconsistent with the terms of Article 11-A of the General Municipal Law and thus enabling referendum as she determines to be appropriate; and be it further

RESOLVED, that notwithstanding anything provided to the contrary, this Resolution shall not be effective unless and until the Town Board receives a certified copy of a Resolution of the Marcellus Fire Department in which the Marcellus Fire Department agrees to perform any and all obligations placed upon it under the terms of this Resolution and/or the General Municipal Law.

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
Gabe Hood	Councilor	Voted	Yes

Terry Hoey

Councilor

Voted

Yes

The foregoing Resolution was thereupon declared duly adopted.

DATED: April 2, 2025

Highway Computer- Electronics for Recycling: The Town Highway Department's computer stopped working and needs to be replaced. Pete Knowles, IT personnel, declared the computer damaged/broken. It will be disposed of during the spring trash days.

Councilor Berwald made a motion seconded Councilor Hood to declare the computer damaged/broken.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Department Reports:

Codes: John Houser, Codes Officer has contacted three companies for quotes to demolish the trailer on Pleasant Valley Road, only one company has showed interest and responded with a quote. This topic will be discussed further at the next meeting on April 23, 2025. John also informed the Town Board that the house destroyed by fire on Falls Road is currently being dealt with by the home owner and insurance company.

Highway: The Highway Department was able to secure more road salt. The last shipment has been delivered and there will be no need for more this season.

Parks/Rec: The Recreation Department is working with the Marcellus School District to secure the summer recreation programs within the schools.

Town Clerk: Rosemary Tozzi, Town Clerk; Presented the monthly report for March 2025

Dog Licensing \$684.00

Dog Impoundment Fee: \$66.00

Certified Copies-Marriage \$20.00

FOIL: \$4.50

Passport \$35.00

Conservation \$12.16

Freon Removal Permit: \$15.00

Haulers Permit \$100.00

Marriage License Fee: \$17.50

Trash Permit- One Trip: \$15.00

Mattress: \$75.00

Trash Permit-Trailer: \$150.00

Tire: \$7.00

Trash Permit- Six Trip: \$500.00

Trash Permit- Truck: \$240.00

Building \$826.00

Zoning Fees: \$100.00

Discussion Agenda:

Fire Department Financials: Dave Card turned in the financials for March. The topic will be on the April 23, 2025, agenda.

Fire Department: The Fire Department's pancake breakfast was a success.

Councilor Berwald asked when the current audit should be completed. Dave informed the Town Board it should be completed by the end of this month.

Bill Southern inquired if the Town has any interest or plans to have a Facebook page. It was discussed but no decision was made.

Adjournment: Councilor Hood made a motion seconded by Councilor Berwald to adjourn the meeting at 7:00pm.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, April 23, 2025
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, April 23, 2025, 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; Jim Gascon, Town Attorney; Don MacLachlan, Recreation Director; Bill Southern, Jim Rossiter, Chole Kuttruff, Ella Cataldi, John Pawlewicz, Steven Bolewski, Dave Card, Fire Department; Bobby Mayers, Fire Department; Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 as of April 9, 2025. Claim #'s 157977-157978.

	Expense
General Fund	\$2118.07
Total	\$2118.07

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 as of March 21, 2025. Claim #'s 157989-157990.

	Expense
General Fund	\$465.00
Trust and Agency	192.39
Total	\$657.39

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 as of March 21, 2025. Claim #'s 157957-157976, 157979, 157991-158007.

General Fund	\$32,746.26
Part Town General	2,834.13
Townwide Highway	11,340.99
Part Town Highway	4,156.62
Trust and Agency	1,463.55
Total	\$52,541.55

Councilor Clarke made a motion seconded by Councilor Berwald to approve the Abstract of Audited Vouchers and pay the bills as of April 9, 2025, April 15, 2025, and April 23, 2025.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Old Business:

Tim's Pumpkin Patch PUD: Currently the PUD has an expiration date of May 6, 2025. The Town Board is requesting a six-month extension. The new expiration date for Tim's Pumpkin Patch PUD will be November 6, 2025.

Councilor Hoey made a motion seconded by Councilor Berwald to approve the six-month extension for the PUD.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Recommended changes to lot and building limitations- accessory buildings: This topic has been tabled. Planning and Zoning are still working on the changes.

New Business:

Fire Department Financials: The Marcellus Fire Department turned in their financial statements through March 31, 2025. A copy is available at the Town Clerk's Office upon request.

2595 Pleasant Valley Road- Demolition: John Hoser, Marcellus Codes Officer contacted three companies for quotes on the demolition of the structure at 2595 Pleasant Valley Road that was destroyed by fire. The only company that responded with a bid was Scanlon Trucking & Excavating LLC. After some discussion it was decided that due to no other responses the Town can award the bid. Once the demolition is complete the Town will bill the homeowner and if they don't pay it will go on their property taxes.

Councilor Clarke made a motion seconded by Councilor Berwald to award the demolition of 2595 Pleasant Valley Road to Pat Scanlon of Scanlon Trucking & Excavating LLC for \$17,800.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

A second quote was sent out for air monitoring at 2595 Pleasant Valley Road. Paradigm Environmental, LLC responded with a quote of \$742 for one day and \$1,484 for two days. This was the only quote received by the Town.

Councilor Berwald made a motion seconded by Councilor Clarke to award the bid to Paradigm for the air monitoring of 2595 Pleasant Valley Road.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Request to Increase Fees- Planning/Zoning/Codes: It has been thirteen years since the Town of Marcellus has raised fees regarding panning, zoning and codes. The Town of Marcellus was at the lower end of permit prices based on surrounding municipalities. After discussion it was agreed the prices need to be increased. The revised fee schedule is available on the Town's website and at Town Hall.

Councilor Hoey made a motion seconded by Councilor Berwald to approve the fee increases effective April 23, 2025.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Future IT Service: Peter Knowles, IT personnel, announced his retirement from the Town of Marcellus. He would like to transition out of his position as soon as possible. He provided a few

companies he feels would be a good fit for the Town. The Town Board will review the information provided.

Park Staff: Don MacLachlan, Recreation Director, would like to hire a new part-time parks laborer, Scott Nolan. His intended hours are Saturday, Sunday 3:00pm – dark and varied weekdays 3:00pm – dark. Scott's total expected weekly hours are 20 at a rate of \$17.51 per hour. Councilor Clarke made a motion seconded by Councilor Berwald to appoint Scott Nolan as a part time laborer at the rate of \$17.51.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Discussion Agenda:

Fire Department: Dave Card reported the audit should be completed by the following meeting on May 7, 2025.

Intersection of Route 20 and Slate Hill Rd: A concerned resident contacted the Town regarding the safety of this intersection. Route 20 is a State road; the Town did request a safety evaluation to be completed at Route 20 and Slate Hill Road. The State responded after they concluded their study and will be installing a flashing signal. A work order is in place with the State. The State anticipates the new signal poles should be delivered sometime between October and early 2026. Installation can begin once all materials are procured.

Adjournment: Councilor Berwald made a motion seconded by Councilor Hoey to adjourn the Workshop Meeting at 6:52 pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

**TOWN OF MARCELLUS
LOCAL LAW NO. A-2025**

**A LOCAL LAW TO AMEND CHAPTER 235 OF THE CODE OF
THE TOWN OF MARCELLUS REGARDING ACCESSORY BUILDINGS**

BE IT ENACTED by the Town Board of the Town of Marcellus as follows:

SECTION 1. PURPOSE AND INTENT.

The purpose of this Local Law is to amend Chapter 235 of the Code of the Town of Marcellus pertaining to the land use approvals, size, height, classification and setbacks of accessory buildings in a manner that preserves the health, safety and welfare of the Town.

SECTION 2. AUTHORITY.

This Local Law is enacted pursuant to the New York State Constitution and New York Municipal Home Rule Law §10 and New York State Town Law § 274-B.

**SECTION 3. AMENDMENT OF SUBSECTION B OF SECTION 235-4 OF THE
CODE OF THE TOWN OF MARCELLUS.**

Section 235-4(B), "Definitions," is hereby amended to modify the definition of the existing term, "Building, Accessory," which shall read in its entirety as follows:

"BUILDING, ACCESSORY - A structure or piece of equipment that serves the principal use; is subordinate in extent and purpose to the principal use; and is located on the same lot as the principal use. Examples of such buildings include pole barns and storage sheds."

**SECTION 4. AMENDMENT OF SUBSECTION B OF SECTION 235-4 OF THE
CODE OF THE TOWN OF MARCELLUS.**

Section 235-4(B), "Definitions," is hereby amended to add a new term, "Shed roof," which shall read in its entirety as follows:

"SHED ROOF - A flat pitched roof extending to a header on posts with no walls."

**SECTION 5. AMENDMENT OF SUBSECTION B OF SECTION 235-4 OF THE
CODE OF THE TOWN OF MARCELLUS.**

Section 235-4(B), "Definitions," is hereby amended to modify the definition of the existing term, "Story," which shall read in its entirety as follows:

"STORY - That portion of a building not greater than 12 feet from the floor surface to the top of the truss wall or rafter carrying wall."

SECTION 6. AMENDMENT OF SUBSECTION B(9) OF SECTION 235-8 (R-1 RESIDENTIAL ZONE) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-8(B)(9) is hereby amended to read in its entirety as follows:

- “(9) Permitted accessory buildings not exceeding 2,400 square feet in area.
- (a) The use shall be consistent with and subordinate to the principal use and may not be carried on independently of the principal use.
 - (b) Accessory buildings over 2,400 square feet in area are allowed upon the issuance of a special use permit pursuant to §235-27.
 - (c) The use must conform to applicable lot and building limitations. (See the Table of Lot and Building Limitations, Note 4.[2])

[2] Editor's Note: The table is included as an attachment to this chapter.”

SECTION 7. AMENDMENT OF SUBSECTION B(1) OF SECTION 235-9 (R-2 RESIDENTIAL ZONE (LAKE SHORE)) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-9(B)(1) is hereby amended to read in its entirety as follows:

“(1) All accessory uses permitted in R-1 zone, except that permitted accessory buildings may not contain more than 160 square feet in area, and accessory buildings over 160 square feet in area are allowed only upon the issuance of a special permit pursuant to §235-27. (See the Table of Lot and Building Limitations, Note 3.[2])

[2] Editor's Note: The table is included as an attachment to this chapter.”

SECTION 8. AMENDMENT OF SUBSECTION B(1) OF SECTION 235-10 (R-3 RESIDENTIAL ZONE (MULTIPLE DWELLING)) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-10(B)(1) is hereby amended to read in its entirety as follows:

“(1) All accessory uses permitted in R-1 zone, subject to the same requirements as specified, except that permitted accessory buildings may not contain more than 160 square feet in area, and accessory buildings over 160 square feet in area are allowed only upon the issuance of a special permit pursuant to §235-27. (See the Table of Lot and Building Limitations, Note 3.[2])

[2] Editor's Note: The table is included as an attachment to this chapter.”

SECTION 9. AMENDMENT OF SUBSECTION B(1) OF SECTION 235-11 (R-4 RESIDENTIAL ZONE) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-11(B)(1) is hereby amended to read in its entirety as follows:

“(1) All accessory uses permitted in R-1 zone, except for bed-and-breakfast subject to the same requirements as specified.”

SECTION 10. AMENDMENT OF SUBSECTION B(1) OF SECTION 235-13 (B-1 BUSINESS ZONE) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-13(B)(1) is hereby amended to read in its entirety as follows:

“(1) All accessory uses permitted in R-1 zone, subject to the same requirements as specified, except that “residing on premises,” as stated in R-1 Zone, permitted accessory use No. 4 shall not be required, and except that permitted accessory buildings may not contain more than 160 square feet in area, and accessory buildings over 160 square feet in area are allowed only upon the issuance of a special permit pursuant to §235-27. (See the Table of Lot and Building Limitations, Note 3.[2])

[2] Editor's Note: The table is included as an attachment to this chapter.”

SECTION 11. AMENDMENT OF SUBSECTION B(1) OF SECTION 235-14 (L-1 LIGHT INDUSTRIAL ZONE) OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-14(B)(1) is hereby amended to read in its entirety as follows:

“(1) All accessory uses permitted in R-1 and A-1 zones, subject to the same requirements as specified, except that permitted accessory buildings may not contain more than 160 square feet in area, and accessory buildings over 160 square feet in area are allowed only upon the issuance of a special permit pursuant to §235-27. (See the Table of Lot and Building Limitations, Note 3.[2])

[2] Editor's Note: The table is included as an attachment to this chapter.”

SECTION 12. AMENDMENT OF ATTACHMENT 1 (1:1) OF CHAPTER 235 OF THE CODE OF THE TOWN OF MARCELLUS.

Attachment 1 (1:1) of Chapter 235 of the Code of the Town of Marcellus is hereby amended to read in its entirety as follows:

“ZONING

235 Attachment 1

Town of Marcellus

Lot and Building Limitations

[Amended 7-14-2014 by L.L. No. 1-2014; 5-11-2015 by L.L. No. 2-2015;
at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

Zone	Min. Lot Size		% of Lot Coverage	Yard Dimensions				Max. Building Height (feet)	Minimum Dwelling Areas
	Width (feet)	Area (square feet)		Front (feet)	One Side (feet)	Both Sides (feet)	Rear (feet)		
A-1	200	80,000	30%	35 (4)	20 (4)	40 (4)	35 (4)	35	900
B-1	100	10,890	35%	35 (3)	25 (3)	50 (3)	30 (3)	35	NA
R-1	150	40,000	30%	35 (4)	15 (4)	30 (4)	35 (4)	35	900
R-2	75	10,000	20%	35 (3)	10 (3)	20 (3)	35 (3)	35	600
R-3	200	80,000	30%	35 (3)	15 (3)	30 (3)	35 (3)	35	900
R-4	80	12,000	20%	35 (4)	12 (4)	24 (4)	35 (4)	35	900
PUD	See Note (5)	See Note (5)	See Note (5)	See Note (5)	See Note (5)	See Note (5)	See Note (5)	See Note (5)	See Note (5)
L-1	100	43,560	20%	60 (3)	25 (3)	50 (3)	50 (3)	3 Stories 35 feet	NA

* In square feet per family.

NOTES:

- (1) On corner lots in any zone, that portion of a lot contiguous to a public right-of-way shall be considered as front yard area and that portion of a lot contiguous to a front yard shall be considered as side yard area for the purpose of applying the regulations herein.
- (2) Structures including transmission equipment in any zone subject to yard dimensions as listed above.
- (3) Accessory buildings in the **B-1, R-2, R-3, and L-1** zones limited to one story and up to 160 square feet in area must be a minimum of three feet from side and rear lot lines and meet front setback requirements. In R-2 zones the front yard setback will be from the OCWA high-water line or the FEMA flood zone whichever is greater. In L-1 zones 50 feet for one side yard and 100 feet for both, if adjoining residential zone.
- (4) Accessory buildings in the **A-1, R-1, and R-4** zones limited to one story and:
 - Up to 160 square feet in area must be a minimum of three feet from side and rear lot lines and meet front setback requirements.
 - Greater than 160 square feet up to 720 square feet in area must be a minimum of 25 feet from side lot lines and 50 feet from the street line or beyond the rear line of the principal structure, whichever is least.
 - Greater than 720 square feet up to 2,400 square feet in area must be a minimum of 35 feet from side lot lines and 65 feet from the street line or beyond the rear line of the principal structure, whichever is least.
 - Greater than 2,400 square feet in area must be a minimum of 45 feet from the side and rear lot lines and 70 feet from the street line or beyond the rear line of the principal structure and requires a special permit.
- (5) To be determined by the Town Board.”

SECTION 13. AMENDMENT OF SUBSECTION (C)(4) OF SECTION 235-27 OF THE CODE OF THE TOWN OF MARCELLUS

Section 235-27(C)(4) is hereby amended to read in its entirety as follows:

“(4) The applicant for an area or a use variance or for a special permit for an accessory building shall notify by certified mail all property owners within 500 feet of the subject property at least five days prior to the public hearing and shall furnish the Zoning Board of Appeals with post office receipts as proof of notification.”

SECTION 14. SEVERABILITY.

If the provisions of any Section, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this Local Law.

SECTION 15. EFFECTIVE DATE.

This Local Law shall be effective upon filing with the office of the Secretary of State.

Short Environmental Assessment Form
Part 1 – Project Information

**A LOCAL LAW TO AMEND CHAPTER 235 OF THE CODE OF THE TOWN OF MARCELLUS
REGARDING ACCESSORY BUILDINGS**

Part 1 - Question 1: Narrative Description

Local Law No. A-2025, titled, “A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding Accessory Buildings.” Said Local Law, if enacted, will amend certain provisions of the Town of Marcellus Town Code as they pertain to the land use approvals, size, height, classification and setbacks for accessory structures.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Marcellus Town Board			
Name of Action or Project:			
Local Law No. A-2025: A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding Accessory Buildings			
Project Location (describe, and attach a location map):			
Town of Marcellus			
Brief Description of Proposed Action:			
Local Law No. A-2025, titled, "A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding Accessory Buildings" Said Local Law, if enacted, will amend certain provisions of the Town of Marcellus Town Code as they pertain to the land use approvals, size, height, classification and setbacks for accessory buildings.			
Name of Applicant or Sponsor:		Telephone: 315-673-3269	
Town of Marcellus Town Board		E-Mail: clerk@marcellusny.com	
Address:			
22 East Main Street			
City/PO:		State:	Zip Code:
Marcellus		New York	13108
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
			<input type="checkbox"/>
			<input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			<input type="checkbox"/>
			<input type="checkbox"/>
3. 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			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Marcellus Town Board</u> Date: <u>May 7, 2025</u>		
Signature: <u>Laurie Stevens</u> Title: <u>Town Supervisor</u>		

Project: LL A-2025 (Accessory Buildings)

Date: May 7, 2025

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

May 7, 2025

TOWN OF MARCELLUS LOCAL LAW NO. A OF 2025
("A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding
Accessory Buildings")

_____ introduced proposed Local Law No. A-2025, titled "A Local Law to Amend Chapter 235 of the Code of the Town of Marcellus Regarding Accessory Buildings," and made the following motion, which was seconded by _____:

WHEREAS, proposed Local Law A-2025 has been introduced and will be considered for enactment pursuant to the provisions of the Municipal Home Rule Law and Town Law; 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 (SEQR) with respect to the proposed enactment of said Local Law.

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED that there are no other involved agencies, the Town Board shall act as lead agency, and that the enactment of this Local Law is an Unlisted action and will have no significant effect on the environment and this resolution constitutes a Negative Declaration for purposes of SEQRA, thus concluding environmental review under SEQR; and be it further

RESOLVED AND DETERMINED, that the Town Board shall conduct a public

hearing as to the enactment of proposed Local Law No. A-2025 at the Town Hall located at 22 East Main Street, in the Town of Marcellus on June 4, 2025, 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, 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.

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

The foregoing resolution was thereupon declared duly adopted.

DATED: May 7, 2025

DEPARTMENT Transportation

CONTRACT NO.

10307-121

The County of Onondaga (County) and Town of Marcellus (Contractor) at 24 East Main Street, Marcellus, NY 13108, agree that:

W I T N E S S E T H:

WHEREAS, the Onondaga County Department of Transportation operates fuel pumps at its maintenance facilities; and

WHEREAS, the Town of Marcellus desires to purchase fuel from the County for its vehicles; and

WHEREAS, by Resolution 286-06, the Onondaga County Legislature determined that this arrangement would benefit the Town at no additional cost to the County and authorized this agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERM

The term of this agreement shall be from 01/01/2010 through 12/31/2012. This agreement may be terminated by County or Contractor, without cause, upon 30 days written notice of the intention to terminate. This agreement may be terminated by County, with cause, at any time.

No work may begin or any services provided under this contract until both parties hereto have signed this Agreement and notice to proceed has been given.

SCOPE OF SERVICES

The County shall provide fuel to the Town of Marcellus that is not needed for County purposes.

COMPENSATION

The Contractor shall pay to the County for each gallon of fuel purchased, the average cost per gallon each month that the County pays for said fuel plus \$.03 per gallon for each gallon purchased by the Contractor as compensation for the County's overhead expense. Said purchases to be invoiced monthly.

ASSIGNMENT

The Contractor agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute which contract to any other person, company or corporation without the prior express written consent of the County of Onondaga.

INDEPENDENT CONTRACTOR

For the purpose of this contract, the Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Contractor, the employees and agents of the Contractor shall neither hold themselves out as nor claim to be officers or employees of the County of Onondaga, and shall make no claim for, nor shall be entitled to, worker's

compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from the County.

HOLD HARMLESS / DEFENSE AND INDEMNIFICATION

The Contractor covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual 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 misfeasance, omission of duty, negligence or wrongful act on the part of the Contractor.

The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

Contractor shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Contractors proof of Workers' Compensation insurance coverage, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

CERTIFICATE OF INSURANCE

The Contractor shall have furnished to the Onondaga County Department of Law the attached Certificate of Insurance to be filled out and signed by the insurance agent, which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate contains specific language so as to adequately advise the County of the Contractor's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as TO INCLUDE THE COUNTY OF ONONDAGA AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS and to notify the County of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder, the Onondaga County Attorney.

CONFLICT OF INTEREST

(A) Affidavit

At the time the Contractor submits a bid, or if no bid is submitted, prior to performing any services, the Contractor shall serve upon the County Attorney, the attached Affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The Affidavit shall further state that the Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

(B) Duty to Disclose

During the course of performing services for the County, the Contractor agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor, its employees and agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the

contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Contractor agrees that all work, services and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this contract pertains. If applicable, the Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employees or agents shall be deemed a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

(C) Duty to Maintain Confidentiality

The Contractor agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

HIPAA COMPLIANCE

Contractor agrees that, to the extent Contractor is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

LICENSES AND PERMITS

The Contractor hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Contractor.

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.

CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

The signatory to this Agreement, certifies that EXCEPT AS NOTED BY THE CONTRACTOR, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder:

- a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

County of Onondaga

Dated: 1/19 20 10

By: Joanne M Mahoney
Joanne M. Mahoney, County Executive MJM

Town of Marcellus

Dated: 22 December 2009

By: Daniel G Ross
TOWN SUPERVISOR

State of New York

County of Onondaga ss.:

On the 22nd day of December in the year 2009 before me personally came Daniel J. Ross, who, being by me duly sworn, did depose and say that he (he or she or they) reside(s) in The Town of Marcellus (if the place of residence is in a city, must include the street and street number, if any); that he (he or she or they) is (are) the Town Supervisor (must be corporation's president or other officer or attorney-in-fact duly appointed) of Town of Marcellus, the corporation described in and which executed the above instrument; and that he (he or she or they) signed his (his or her or their) name(s) thereto by authority of the board of directors of said corporation.

Karen R. Pollard
Notary Public

KAREN R. POLLARD
Notary Public, State of New York
Qualified in Onon. Co. No. 01PO6027141
Commission Expires June 28, 2011

State of New York

County of Onondaga ss.:

On the 22nd day of December in the year 2009 before me the undersigned, personally appeared Daniel J. Ross, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that HE (he or she or they) executed the same in HIS (his or her or their) capacity(ies), and that by HIS (his or her or their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Karen R. Pollard
Notary Public

KAREN R. POLLARD
Notary Public, State of New York
Qualified in Onon. Co. No. 01PO6027141
Commission Expires June 28, 2011

Conflict Interest Affidavit

State of New York)
County of Onondaga) ss.:

Daniel J. Ross

, being duly sworn, deposes and says:

Town of Marcellus (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

Daniel J. Ross
TOWN SUPERVISOR

Sworn to before me on this
22nd day of Dec

2009.

Karen R. Pollard

KAREN R. POLLARD
Notary Public, State of New York
Qualified in Onon. Co. No. 01PO6027141
Commission Expires June 28, 2011

December 5, 2006

Motion Made By Mr. Farrell , Mr. Rhinehart

RESOLUTION NO. 286

AMENDING THE 2007 COUNTY BUDGET TO PROVIDE ADDITIONAL FUNDS FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL TO BE SOLD TO THE MARCELLUS TOWN, VILLAGE, AND SCHOOL DISTRICT AND TO THE MARCELLUS AND NAVARINO FIRE DEPARTMENTS, AND AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO CONTRACTS TO IMPLEMENT THIS RESOLUTION

WHEREAS, the Onondaga County Department of Transportation operates fuel pumps located at its four Maintenance Facilities, including the Jamesville and Marcellus maintenance facilities; and

WHEREAS, the Town of Marcellus, Village of Marcellus, Marcellus School District, and the Marcellus and Navarino Fire Departments desire to purchase gasoline and diesel fuel at these county facilities for their school and public works department vehicles; and

WHEREAS, these entities have agreed to purchase the fuel at a price equal to the current cost to the County plus overhead; and

WHEREAS, this arrangement will benefit and the town, village, school district and fire departments at no additional direct cost to the County; now, therefore be it

RESOLVED, that the County Executive of the County of Onondaga is hereby authorized to enter into contracts to implement this resolution; and, be it further

RESOLVED, that the 2007 County Budget be amended by providing and making available the following:

APPROPRIATIONS:

E960 Appropriations	\$18,060
In Administrative Unit 80-93-20	
Road Machinery Fund	
FAMIS Index 533216	
In Acct. 300-9300	
Supplies & Materials	\$18,060

REVENUES:

E510 Estimated Revenues
In Administrative Unit 80-93-20
Road Machinery Fund
FAMIS Index 533216
In Acct. 060-3066
Sale of Motor Fuel

\$18,060

\$18,060

DOTFUEL
TG/tg/LHT 10.18.06
sle

ADOPTED

DEC - 5 2006

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

5th DAY OF December, 2006.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

06 NOV 20 PM 2:27

RECEIVED
ONONDAGA COUNTY
LEGISLATURE

DEPARTMENT Transportation

CONTRACT NO. 10307-R1

A M E N D M E N T # 5

The County of Onondaga (County) and Town of Marcellus (Contractor), at 24 East Main Street, Marcellus, New York 13108 agree that:

County and Contractor made a contract numbered 10307-R1 ("Contract").

Contract numbered 10307-R1 is hereby amended pursuant to this Agreement ("Amendment") such that the term of contract numbered 10307-R1 is hereby extended through December 31, 2029.

In all other respects, Contract numbered 10307-R1, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this Amendment on the dates hereafter written.

County of Onondaga

Dated: _____

By: _____
J. Ryan McMahon, II, County Executive

Town of Marcellus

Dated: _____

By: _____

Lasting Impression Tours

Tour and Travel Agreement

Marcellus Seniors
Letchworth State Park
Wednesday, October 1, 2025

BETWEEN:

Lasting Impression Tours, Inc.
Kelly DeStefano, President
407 Darrow Avenue 13209
Syracuse, New York
Phone: 315-439-4200
Email: litours@outlook.com

AND:

Marcellus Seniors
Michele Norstad
22 East Main Street
Marcellus, New York 13108
Phone: 315-673-3269 x2
Email: mnorstad@marcellusny.com

**LASTING IMPRESSION
COST PER PERSON:**

25 PAID: \$158 30 PAID: \$144 35 PAID: \$130

PACKAGE INCLUDES:

- Round trip motor coach transportation equipped with DVD and lavatory (38 passenger)
- East Hill Creamery tour and tasting
- Lunch at the Glen Iris Inn
- Guided bus tour with step-on-guide of Letchworth State Park
- All taxes and gratuities except customary tips to motor coach driver. *The driver will receive \$75.00.*
- We are members of the American Bus Association (ABA). We carry a \$1,000,000 professional liability, errors and omissions insurance policy.

COMPLIMENTARY POLICY:

Lasting Impression Tours, Inc. will extend one complimentary package based on 35 PAID passengers = 36 total passengers. Two complimentary packages based on 42 PAID passengers = 44 total passengers. NO SINGLE COMPLIMENTARY PACKAGES available. Does not apply to packages with just the motor coach.

IMPORTANT:

Any fuel surcharge added on by the motor coach company is the responsibility of the group. Once Lasting Impression Tours is notified, Lasting Impression Tours will contact the group leader. Theater tickets are non-refundable.

TOUR DEPOSIT:

Lasting Impression Tours requires a **non-refundable** deposit of **\$350.00** due on or before **July 1, 2025.**

**ROOMING LIST/FINAL PAYMENT
AND MEAL CHOICES:**

Final Payment and Meal Choices are due by **September 3, 2025.**

GROUP CANCELLATION:

If the entire group cancels the trip, cancellation must be made to Lasting Impression Tours, Inc. 45 days or more prior to the tour departure date. *There are new guidelines with the motor coach companies and deposits.*

Complete Agreement:

This contract contains and embraces the entire agreement between the parties hereto, and it or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing, signed and acknowledged by the parties hereto.

By: Kelly DeStefano

Lasting Impression Tours Inc.

Date: 4/28/25

By: _____

Group Leader

Date: _____

Lasting Impression Tours, Inc.
407 Darrow Avenue, Syracuse, New York 13209
Phone: 315-439-4200 Email: litours@outlook.com

Lasting Impression Tours

Tour and Travel Agreement

Marcellus Seniors
Letchworth State Park
Wednesday, October 1, 2025

CANCELLATION INSURANCE: We strongly encourage you to consider purchasing cancellation insurance, especially for overnight travel. Lasting Impression Tours participates with Allianz Travel Insurance. **GROUP LEADERS:** you are responsible for letting your travelers know what insurance is available to them. Please call Lasting Impression Tours for information.

CANCELLATION POLICY: If you cancel the entire group tour 45 days or more prior to departure, full refund less any deposit money NOT refundable from the supplier (theater tickets, airlines, cruises, sporting events, amusement parks, etc.)
Once final counts are received, no refunds.

TO RECEIVE A REFUND: ***Your cancellation must be in writing.*** This letter should include the name of the person canceling, the group they are with, the dates and destination of their trip, the name the refund check should be issued to, a mailing address and phone number. **Refunds are not sent until after the trip departure.**

CHANGES IN ITINERARY: We reserve the right to make changes in itinerary routing if it would result in more efficient handling of the tour; also, to make substitutions or refunds should items change, be discontinued or close.

Disclosure Notice on Agent's Limited Liability

Lasting Impression Tours Inc. hereby discloses that in offering any travel arrangements for sale, or accepting reservations for services, which are not directly supplied by Lasting Impression Tours Inc., we act only in the capacity of an intermediary agent on behalf of the various suppliers of travel services in your itinerary. Our role is one of counseling, and the final decision is yours to select the destinations, hotels, mode of transportation and tours. Our aim is to provide you with your requested travel booking as accurately as possible. We accept no responsibility for additional expenses incurred due to illness, Covid-19, weather, strikes, mechanical defects, war, quarantine, riot or other causes. Because of our status as an agent, and because we maintain no control over the personnel, equipment, or operations of any travel service supplier, Lasting Impression Tours Inc. assumes no responsibility for and is not liable for any personal injury, property damage, or loss, accident, delay inconvenience, or irregularity which may be occasioned either by reason of (1) any wrongful or negligent acts or omissions on the part of any employee of any supplier, (2) any defect in or failure of any vehicle, equipment or instrumentality owned, or operated or otherwise used by any supplier, or (3) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Lasting Impression Tours Inc.

Complete Agreement:

This contract contains and embraces the entire agreement between the parties hereto, and it or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing, signed and acknowledged by the parties hereto.

By: Kelly DeStefano Lasting Impression Tours Inc. Date: 4/28/2025
By: _____ Group Leader Date: _____

Lasting Impression Tours, Inc.
407 Darrow Avenue, Syracuse, New York 13209
Phone: 315-439-4200 Email: litours@outlook.com

Lasting Impression Tours

Marcellus Seniors Presents...

Group Leader: Michele Norstad (315) 315-673-3269 x2

PLEASE BRING A SMALL COOLER FOR YOUR CHEESE PURCHASES.

LETCHWORTH STATE PARK

October 1, 2025

Day 1 Wednesday, October 1, 2025

- 8:00 AM We will depart from Marcellus Parks and Recreation for Perry, New York making a coffee stop en route. *I have allowed 45 minutes for stopping*
- 10:45 AM This morning we visit **East Hill Creamery** for a cheese tasting and tour, who will tell you about the history of this family-owned dairy and the cheese making process.
- 12:45 PM Depart for the Glen Iris Inn
- 1:15 PM Enjoy **lunch** at the **Glen Iris Inn** – located inside the beautiful Letchworth State Park. Formerly the Country Estate of William Pryor Letchworth, overlooking the magnificent Middle Falls on the Genesee River. **Your entrée choices are (please make your selection at the time of reservation):**
- A) Lemon Pepper Chicken** - boneless breast of chicken baked and served with a lemon pepper cream sauce.
 - B) Roast Turkey** - a Thanksgiving tradition of sliced turkey, bread stuffing, home-style gravy, and cranberry sauce.
- All entrées are served with a garden salad, warm luncheon rolls and butter, entrée accompaniments, dessert, and choice of beverage*
- 3:00 PM Enjoy a **step-on-guided bus tour of Letchworth State Park**. View the Dam, Gorge, and other scenic locations. There will be points along the way where you are able to stop and get off the bus to view the scenery. **Your tour guide CANNOT accept gratuity because he is employed by the state of New York.**
- 5:00 PM The tour ends and depart for home with a stop in route. *I have allowed 45 minutes for stopping*
- 7:45 PM Estimated arrival time home

Itinerary, times, and menus are subject to change at any time. Walking Disclosure: This is an active tour and involves walking and stairs that would not be suitable for those with mobility constraints. If a guest decides to attend with mobility constraints, they are responsible for bringing a paying guest to help assist.

Package Includes:

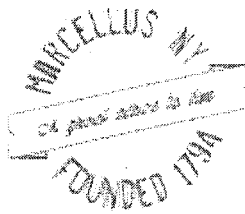
- Round trip motor coach transportation equipped with DVD and lavatory (38 passenger coach)
- East Hill Creamery tour and tasting
- Lunch at the Glen Iris Inn
- Guided bus tour with step-on-guide of Letchworth State Park
- All taxes and gratuities **INCLUDING** customary tips to motor coach driver. *The driver will receive \$75.00.*
- We are members of the American Bus Association (ABA), and we carry a \$1,000,000 professional liability, errors and omissions insurance policy.

Cost Per Person: 25 PAID: \$158 30 PAID: \$144 35 PAID: \$130

Lasting Impression Tours, Inc.
407 Darrow Avenue, Syracuse, New York 13209
Phone: 315-439-4200 Email: titours@outlook.com

Supervisor
Laurie Stevens

Councilors
Percy Clarke
Jeff Berwald
Terry Hoey
Gabe Hood



Town Clerk
Rosemary Tozzi

Tax Collector
Sandy Taylor

Highway Superintendent
Michael Ossit

MARCELLUS

— New York —

May 1, 2025

Mayor Chad Clark
Village of Marcellus
6 Slocombe Avenue
Marcellus, NY 13108

Dear Mayor Clark,

This letter serves to show my support of the Village of Marcellus' application to the 2025 Coastal Rehabilitation and Resilience Projects program to implement stormwater drainage infrastructure on Flower Lane.

The lack of stormwater drainage infrastructure on Flower Lane has led to periodic flooding of the lawns and houses on the street during wet weather events, which has cost homeowners thousands of dollars in property damage over the years. Additionally, the road itself has deteriorated over the years and suffers from extreme edge cracking, which is exacerbated by poor drainage and frequent flooding. Runoff from Flower Lane also flows into nearby Coon's Pond, which has suffered from flooding and silt buildup. The Village has previously installed check dams and performed maintenance to outfall pipes to mitigate this issue, but this infrastructure is of a condition that it must now be replaced.

The Village plans to install concrete gutters, catch basins, and a stormwater collection system along Flower Lane to address these issues, and will also reconstruct the road. This will not only address further flooding and road deterioration, but will improve overall community attractiveness and walkability. The Village will also clean Coon's Pond and reconstruct the existing storm water control structures to further mitigate flooding.

I fully support this much-needed project as well as the Village of Marcellus for taking the initiative to implement it. If I can provide any further information or assistance, please don't hesitate to contact me.

Sincerely,

Laurie Stevens
Marcellus Town Supervisor

Marcellus Volunteer Fire Department, Inc.
Financial Statement Expenses
For the Period January 1, 2025 thru April 30, 2025

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MAY 02 2025

Town of Marcellus

Number in parenthesis indicates UNDER budget, number without parenthesis indicates OVER budget.

Acct #	Acct Name	Amount	Budget	Difference
<u>Admin</u>				
5000	Computer	1,732.00	16,634.00	(14,902.00)
5001	Insurance	7,581.00	25,000.00	(17,419.00)
5002	Legal & Accounting		15,000.00	(15,000.00)
5003	Office Supplies		3,000.00	(3,000.00)
5004	Postage		1,000.00	(1,000.00)
5005	Admin Miscellaneous		-	-
5006	Outside Services	2,063.00	5,000.00	(2,937.00)
5007	Travel	4,977.00	-	4,977.00
5008	Chief's Car		12,000.00	(12,000.00)
Group Total		16,353.00	77,634.00	(61,281.00)
<u>Building</u>				
6000	Cleaning	174.00	9,000.00	(8,826.00)
6001	Utilities & Telephone	7,957.00	25,000.00	(17,043.00)
6002	Building Repairs & Maintenance	5,502.00	30,000.00	(24,498.00)
6003	Building Supplies	205.00	3,000.00	(2,795.00)
Group Total		13,838.00	67,000.00	(53,162.00)
<u>Operations</u>				
7000	Turn Out Gear		10,000.00	(10,000.00)
7001	Communications Equipment	1,442.00	38,000.00	(36,558.00)
7002	Fire Truck Supplies/Loose Eqpmnt		4,000.00	(4,000.00)
7003	Truck & Vehicle Repairs & Maintenance	241.00	30,000.00	(29,759.00)
7004	Small Equipment Maintenance	3,309.00	5,000.00	(1,691.00)
7005	SCBA	278.00	8,000.00	(7,722.00)
7006	Fire & EMS Training	1,118.00	6,000.00	(4,882.00)
7007	Fire Protection		3,000.00	(3,000.00)
7008	Membership Recognition	1,204.00	2,500.00	(1,296.00)
7009	Physicals/Fit Test	300.00	9,500.00	(9,200.00)
7010	Fuel	803.00	6,000.00	(5,197.00)
7011	Response Supplies		2,000.00	(2,000.00)
7012	EMS Supplies	-	4,000.00	(4,000.00)
7013	Dress Uniforms	11.00	2,000.00	(1,989.00)
Group Total		8,706.00	130,000.00	(121,294.00)
Grand Total		38,897.00	274,634.00	(235,737.00)

Marcellus Volunteer Fire Department, Inc.

Reports

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This Year to Date ▾

Report Filters ▾

Report Layout ▾

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MAY 02 2025

Town of Marcellus



Marcellus Volunteer Fire Department, Inc.
Expense by Payee
for the period of 01/01/2025 to 05/01/2025

Name	Amount
1st Responder Newspaper	\$ 85.00
Aplos Software	\$ 496.50
Ascenzi & Corbis (Quickbooks)	\$ 500.00
BPAS	\$ 404.00
Cooney's Air Conditioning & Heating	\$ 2,392.62
Critters Ridders	\$ 347.88
Eastern Security Services	\$ 300.00
Emergency Services Marketing Corp, Inc	\$ 735.00
Emergency Vehicle Solutions, LLC	\$ 190.00
Fire Training Center of the Town of Onondaga	\$ 1,000.00
Go Green Supply CNY Inc.	\$ 2,738.00
Jerome Fire Equipment Co., Inc.	\$ 3,664.63
Marcellus American Legion	\$ 119.98
Marcellus Family Medicine, PLLC.	\$ 300.00
McNeil & Co., Inc.	\$ 7,580.79
Morgan Rubbish Removal, Inc.	\$ 619.95
NetManagelt	\$ 1,508.98
NYSMEC	\$ 4,677.48
OCM BOCES	\$ 1,072.00
OCWA	\$ 424.02
Onondaga County Dept of Transportation	\$ 802.56
Provo Auto Parts	\$ 51.16
Rite Aid	\$ 1,119.36
Scott Mathieson	\$ 10.80
SpectraSite	\$ 695.58
Spectrum Enterprise	\$ 803.67
Syracuse Blue Print Company	\$ 85.00
United Radio	\$ 746.46
Will Gomez	\$ 40.00
Windstream	\$ 406.90

Total

\$ 33,918.32

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MAY 02 2025

Town of Marcellus

Account	Current Bank Balance	Current CD/MM balance	Total
Building Reserve	\$36,226	\$0	\$36,226
Truck Reserve	\$76,783	\$350,464	\$427,247
Capital Reserve	\$10,000	\$0	\$10,000
Contract Checking	\$55,472	\$0	\$55,472

This statement current as of April 30, 2025

TO: Supervisor Stevens, Councilor Clarke, Councilor Berwald, Councilor Hood and Councilor Hoey
FROM: Michele Norstad - Marcellus Parks and Recreation Attendant
RE: Updates from Parks and Recreation
DATE: 05/01/2025

Pavilion reservations continue to steadily come in. PROGRAM TOTALS as of 05.01.25:

134	Reservations
12	Withdrawn
16,070.00	Gross
15,130.00	Received
940.00	Outstanding

Recreation Employees: Working on employment paperwork for returning employees, placement and contacting many who did not respond by 4/1. Have offered employment to 4 new employees so far. Set up a potential date with MAVES for CPR and First Aid 5/29 at 6pm.

2025 Summer Recreation Programs – The brochure/pamphlet was created, printed in house (1150 copies) and distributed to KCH and DMS on 4/25/25. Online registration went live on 4/30/25 at 10am. PROGRAM TOTALS as of 05.01.25:

119	Reservations
0	Withdrawn
13,526.00	Gross
13,441.00	Received
85.00	Outstanding

Marcellus Central Schools has approved all of the use of grounds for our Rec program. I met with Ryan Rieffler who helped make the requests with me. This was extremely beneficial.

I made the first (60 day) paperwork submission on 4/28/25 to Onondaga County – Heather Meale came to the Town Hall and sat with me on 4/24/25 for two hours helping in the understanding of what is required, what has been done in the past and went over many documents.

The Letchworth State Park Adult day trip has been formulated, and the Batavia Downs trip finalization is being worked on by Lasting Impression Tours.

Field use reservations have come in from the Optimist Club, Marcellus Softball, Lakeshore Baseball and Code Red. Soccer Shots began on 5/21.

Yoga (s) will transition to the Marcellus Park this month.

Goings on at the park, per Don:

The sidewalk to the Gazebo!

Drainage to Ballfield 3

Siding to Welcome Center

Bathrooms are open

Mowing is underway

The Men of Summer are cookin!

Account#	Account Description	Fee Description	Qty	Local Share
A2544	Dog Licensing	Female, Spayed	32	288.00
		Female, Unspayed	1	17.00
		Male, Neutered	34	306.00
		Male, Unneutered	2	34.00
	Impoundment Fee	Impoundment Fee	1	92.00
		Sub-Total:		\$737.00
A2545	Misc. Fees	Certified Copies - Marriage	3	30.00
		Returned Check Fee	1	20.00
	Passport	Passport	6	210.00
		Sub-Total:		\$260.00
A2590	Conservation	Conservation	9	20.19
	Freon Removal	Freon Rremoval	24	360.00
	Marr. Lic	Marriage Licensing Fees	4	70.00
	Permit	Trash Permit-Passenger One Trip	17	255.00
	Permit Fee	Mattress	16	400.00
		Trash Permit-Trailer	36	1,800.00
	Permit Fees	Tire	56	392.00
		Trash Permit-Passenger	70	1,750.00
		Trash Permit-truck	84	3,360.00
Sub-Total:		\$8,407.19		
B2110	Building	Building	8	379.00
	Site Plan	Site Plan	1	100.00
	Sub-Total:		\$479.00	
Total Local Shares Remitted:			\$9,883.19	
Amount paid to: NYS Ag. & Markets for spay/neuter program		75.00		
Amount paid to: NYS Environmental Conservation		344.81		
Amount paid to: State Health Dept. for Marriage Licenses		90.00		
Total State, County & Local Revenues: \$10,393.00		Total Non-Local Revenues: \$509.81		



COUNTY OF ONONDAGA

COMMUNITY DEVELOPMENT DIVISION

ongov.net

J. Ryan McMahon II
County Executive

Martin Skahen
Director

April 22, 2025

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APR 28 2025

Town of Marcellus

Town of Marcellus
Supervisor
Laurie Stevens
24 East Main St
Marcellus, NY 13108

Onondaga County Community Development is preparing its Department of Housing & Urban Development, 2025-2029 Consolidated Plan and seeks input from local public & private agencies. The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program and Emergency Solutions Grants (ESG) Program. We believe participation from local agencies is essential to developing a comprehensive plan to address needs and priorities within our community.

If you have input on behalf of your constituents/organization/team/workforce as it relates to needs, goals and/or prioritization of resources, please reply by mail or email with your input to:

Onondaga County Community Development
Attn: Tony Mueller
421 Montgomery St.
Syracuse NY 13202

Or

TonyMueller@ongov.net

Thank you

Tony Mueller
Housing Program Coordinator