

Town of Marcellus
Board Meeting
Wednesday, August 6, 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. Fire Department Doors
- C. Park- Repair backstops 1,2 & 3

III. **New Business**

- A. Set budget meeting dates
- B. Set Fall trash days
- C. Pilot Agreement- Nine Mile L.P
- D. Security camera monitor- Town Clerk's office
- E. Historical Society- Ghost Walk
- F. 2026 Tentative Budget presented to Town Board
- G. New truck- Highway Department/Permissive Referendum
- H. Ladies Auxiliary- Land Mercy Flight at the Highway Department October 4, 2025

V. **Reports From Department Heads**

- A. Codes
 - a. Building Code concern on Amidon Drive- Paul Gadawski
- B. Highway
- C. Parks/Rec
- D. Town Clerk - monthly report

VI. **Discussion Agenda**

- A. Fire Department

VII. **Adjournment**

Future Meeting Dates

Workshop Meeting- Wednesday, August 20, 2025- 6:30 pm- Town Hall
Planning/Zoning Meeting-Monday, September 1, 2025 - 6:30 pm- Town Hall
Town Board Meeting- Wednesday, September 3, 2025- 6:30 pm- Town Hall
Workshop Meeting- Wednesday, September 17, 2025- 6:30 pm- Town Hall

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

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, July 2, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

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

Also Present: Mike Ossit, Highway Superintendent; Don MacLachlan, Recreation Director; Jim Gascon, Town Attorney; Gary and Linda Wilcox, Tom Lathrop, Dave Card, Fire Department; Marlesha Minet, Tim Kiser, Nathan and Holly Mingoelli, Scott Stearns, John Pawlewicz, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Public Hearing- LL NO. A-2025 (Accessory Buildings)

Scott Stearns thanked Jim Gascon for his help regarding this law. There were no other questions or concerns.

Councilor Hood made a motion seconded by Councilor Hoey to close the public hearing at 6:31pm.

Ayes – Clarke, Hoey, Hood and Stevens Carried

Waive the Reading and Accept the Minutes: Councilor Hoey made a motion seconded by Councilor Clarke to waive the reading and accept the minutes as presented by the Town Clerk. The minutes were from June 4, 2025, Town Board Meeting and June 18, 2025, Workshop Meeting.

Ayes – Clarke, Hoey, Hood and Stevens Carried

Monthly Activity: The abstract of Audited Vouchers for July 1, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #7 as of June 30, 2025. Claim #s 158265-158271.

	<u>Expenses</u>
General Fund	\$3,162.62
Total	\$3,162.62

The abstract of Audited Vouchers for July 2, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #7 as of June 30, 2025. Claim #s 158238-158264.

	<u>Expenses</u>
General Fund	\$9,110.36

Part Town General	316.48
Townwide Highway	561.00
Part Town Highway	6,000.00
Trust and Agency	391.22

Total \$ 16,379.06

Board Members were given the Activities Report as of June 27, 2025. Fiscal year 2025 Period 6.

General Fund	(1,934,186.30)	640,998.01
Part Town General	(212,425.86)	85,964.92
Townwide Highway	(652,431.85)	268,989.10
Part Town Highway	(232.86)	79,202.66
Fire District	(438,722.97)	300,799.75
Hydrant Fund	(3,313.49)	1,825.69
Ambulance Fund	(311,768.81)	157,092.00
Sewer District	(104,034.77)	102,066.00
Water District	(170,900.82)	86,028.27

Bank Balances:

The total of all Bank Balances for April 2025 are \$5,716,156.21.

Councilor Clarke made a motion seconded by Councilor Hood to approve the Abstract of Audited Voucher Reports for July 1, 2025, July 2, 2025, Activities Report as of June 27, 2025, and the Bank Balances of April 2025.

Ayes – 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.

Fire Department Doors: This topic has been tabled. Mike Ossit is working on getting more quotes.

New Business:

Enactment of Local Law NO. A-2025 (Accessory Buildings): Onondaga County Planning Board has considered and reviewed the referral for Local Law No. A-2025- Accessory Buildings from the Town of Marcellus Town Board at the request of the Town of Marcellus. The Onondaga Planning Board met on May 21, 2025, and responded with an action of no position. The Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact proposed Local Law No. A-2025 as Local Law No 2-2025. This Law may be viewed at the Town's Clerk's office or on the Town of Marcellus's website.

Councilor Hood made a motion seconded by Councilor Clarke to enact Local Law No.2-2025 regulating accessory buildings. The vote was determined by a roll call:

Laurie Stevens	Town Supervisor	Yes
Percy Clarke	Councilor	Yes

Gabe Hood	Councilor	Yes
Terry Hoey	Councilor	Yes

The foregoing Resolution was thereupon declared duly adopted.

DATED: July 2, 2025

Councilor Hoey made a motion seconded by Councilor Hood to modify the lot and building limitations chart of Local Law NO.2-2025. The chart will now state Setback Dimensions replacing Yard Dimensions verbiage.

Ayes – Clarke, Hoey, Hood and Stevens Carried

Speed Limit Reduction – Route 174 (resident request): Marlesha Minet is requesting a letter of support from the Town Board regarding a speed limit reduction on Route 174. Marlesha and other residents have signed a petition for NYS DOT to conduct a traffic study on Route 174 starting at Route 20 and continuing to the current 40mph sign approximately 1.5 miles south of the Route 20 intersection. There is a rise south of Schuyler Road that creates a blind hill that has the potential to cause a serious accident. The Town Board Members have concerns that a reduction of the speed limit may reroute traffic to surrounding roads that will have a negative impact and are asking NYS DOT while conducting their study to take that into consideration. A letter of support will be presented at the July 16, 2025, Workshop meeting for Town Board approval.

Councilor Hood made a motion seconded by Councilor Clarke to approve the request for a letter of support to reduce the speed limit on Route 174.

Ayes – Clarke, Hoey, Hood and Stevens Carried

DEC Notifier Application – sewer discharge data: The Town of Marcellus is required to register their publicly owned sewer system with the New York State Department of Environmental Conservation (DEC) and submit a Notifier Application to enter sewage discharge data into NY-Alert. Mike Ossit, Highway Superintendent will be the designated authorized representative. Councilor Hood made a motion seconded by Councilor Hoey to designate Mike Ossit as the authorized representative for the DEC Notifier Application.

Ayes – Clarke, Hoey, Hood and Stevens Carried

Department Reports:

Codes: John Houser, Codes Officer reported that the trailer on Pleasant Valley Road has been successfully demolished. John updated the Town Board on the status of the ongoing negotiations between the homeowner and insurance company in reference to the house destroyed by fire on Falls Road.

Highway: Mike Ossit, Highway Superintendent, was asked by the basketball coach if the Town would be willing to update the State Championship Signs for Girls Soccer and Boys Basketball. The Town has done this in the past.

Councilor Clarke made a motion seconded by Councilor Hood to approve the Highway Department to update the School's State Championship signs.

Ayes – Clarke, Hoey, Hood and Stevens Carried

Parks/Rec: Don MacLachlan, Recreation Director reported the Concert in the Park had a very successful first concert. There was an accident at the park. A gentleman unfamiliar with the park attempted to drive

his vehicle over the foot bridge. No damage was done to the bridge. The Sheriff's office was called, and a report was filled out and filed with the Town. Summer Recreation camps are going well. The Park will have three parking lots sealed. It is in the Park's budget and on State/County bid. The work will be done at the same time as the Highway will be doing road work.

Councilor Clarke received a request from a resident to have more sand added to the volleyball court at Marcellus Park.

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

Dog Licensing \$278.00

Certified Copies-Marriage \$30.00

FOIL \$2.00

Passport \$35.00

Conservation \$21.26

Mattress: \$25.00

Building \$366.00

Zoning Fees \$75.00

Site Plan \$100.00

Discussion Agenda:

Fire Department: Dave Card will be meeting with Mike Ossit and Councilor Clarke to discuss the Fire Department doors. Councilor Clarke will be going to the Fire Department on July 23rd to meet the truck committee and board. The 2024 financial documents are being prepared to be sent to the auditing group. The financials were received by the Town Board are on file in the Clerk's office.

Marcellus Cub Scouts Pack 166: Cub Scouts Pack 166 is requesting permission to hold an overnight campout event at Marcellus Park. The event will take place on Saturday, August 9th- Sunday August 10th from approximately 1:00pm to 10:00am. Due to the age of the scouts camping it is required by law to have access to running water and working toilets. The bathrooms would remain open for that night. The event will include supervised camping activities such as outdoor games and nature walks. Adult leaders and volunteers will be onsite for the duration of the event to ensure the safety of the kids. The location of the campsite will be determined later with the Cub Scouts leaders and Park staff.

Councilor Hood made a motion seconded by Councilor Hoey to allow Marcellus Cub Scouts Pack 166 to have an overnight campout in Marcellus Park.

Ayes – Clarke, Hoey, Hood and Stevens

Carried

Adjournment: Councilor Clarke made a motion seconded by Councilor Hood to adjourn the meeting at 7:07 pm.

Ayes – Clarke, Hoey, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, July 16, 2025
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, July 16, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

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

Also Present: Mike Ossit, Highway Superintendent; Jim Gascon, Town Attorney; Don MacLachlan, Recreation Director; Bill Southern, Gary and Linda Wilcox, Dave Card, 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 #7 as of July 8, 2025. Claim # 158281.

	Expense	
General Fund		\$94.28
Total		\$94.28

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #7 as of July 16, 2025. Claim #'s 158282-158322.

	Expense	
General Fund		\$15,507.97
Part Town General		17,832.02
Townwide Highway		4,287.27
Part Town Highway		12,213.72
Ambulance Fund		76,725.00
Total		\$126,565.98

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #7 as of July 15, 2025. Claim #'s 158323-158332.

	Expense	
General Fund		\$3,664.75
Part Town General		13.98
Trust and Agency		1,245.23
Total		\$4,923.96

Councilor Hood made a motion seconded by Councilor Clarke to approve the Abstract of Audited Vouchers and pay the bills as of July 8, 2025, July 15, 2025, and June 16, 2025.

Ayes –Berwald, Clarke, Hood and Stevens

Carried

Old Business:

Tim's Pumpkin Patch PUD: This topic has been tabled.

Fire Department Doors: This topic has been tabled until all quotes have been received and reviewed.

Speed Limit Reduction- Route 174: A letter of support will be sent to the State supporting a speed limit reduction and requesting the NYS DOT to conduct a traffic study on Route 174.

Councilor Berwald made a motion seconded by Councilor Hood to approve Supervisor Stevens to sign a letter of support to be sent to the State.

Ayes –Berwald, Clarke, Hood and Stevens

Carried

New Business:

Park- Repair Backstops 1,2 and 3: The Town will be repairing the backstops not replacing them. This topic has been tabled until all quotes have been received and reviewed.

Recreation Adult Trip: Marcellus Recreation Department is planning an adult trip for Merry Motown Holiday Show at Batavia Downs on November 18, 2025. The cost will be \$160 per person. The details for this trip are available online and at the Recreation Office in Tall Hall.

Councilor Hood made a motion seconded by Councilor Berwald to approve the Recreation Department to host the trip scheduled on November 18, 2025, to Batavia Downs.

Ayes –Berwald, Clarke, Hood and Stevens

Carried

Insurance Renewal: The proposed insurance renewal of 2025 was reviewed by Jim Gascon, Town Attorney. The quoted renewal premium is \$68,081.81 which is an overall increase of 4.5%, a \$2,934.83 increase from last year.

Councilor Hood made a motion seconded by Councilor Berwald to approve the proposed 2025 insurance renewal contract.

Ayes –Berwald, Clarke, Hood and Stevens

Carried

Discussion Agenda:

Fire Department: Dave Card met with Mike Ossit concerning the Fire Department doors, they are working on getting more quotes. Dave will be meeting with Percy.

Laurie Stevens, Supervisor: Spoke to Lori Petrocci regarding the 2026 Town budget. Lori will send out information to all departments and would like to hold the budget meetings in August, dates will be set at the August Town Board meeting.

Mike Ossit, Highway Superintendent: Would like to purchase a tablet with cell services. It will be used for emails and UFPOs for the sewer. It will be used by Mike and his Deputy while he is unavailable. Mike is going to get quotes and present them to the Town Board.

Don MacLachlan, Recreation Director: The director of the Community Band program has asked for an increase in his salary for the 2025 program. After some discussion, it was decided that it is not in Park's

budget for this year. The salary will remain the same as last year but can be discussed for the 2026 budget.

Adjournment: Councilor Clarke made a motion seconded by Councilor Berwald to adjourn the Workshop Meeting at 6:51 pm.

Ayes –Berwald, Clarke, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

PROPOSAL

P.BLACK GLASS Co.
2459 Lawrence Rd.
Marcellus, N.Y. 13108
(315) 673-9843

PROPOSAL NO.
SHEET NO. 1 of 2
DATE 11/25/24

PROPOSAL SUBMITTED TO:

NAME	MFD
ADDRESS	
PHONE NO.	

WORK TO BE PERFORMED AT:

ADDRESS	Entrances
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Replace aluminum entrances with new Tubelite Ok
Bronze entrances and sidelites

2- 78" x 120" - pairs of widestyle doors and frame with
transom, 3 hinges, 10" bottom rail, rim panes, electric strike,
removable center Mullion, closer, complete - Material & labor
installed \$9,150.00 / \$18,300.00

1- 85" x 108" - 3' single RH door + frame widestyle with
transom, 3 hinges, 10" bottom rail with 1" temp. Low E insul.
Rim panes, electric strike, closer

2- 25" x 108" sidelites with Thermal frames + 1" temp. Low E
Material & labor installed \$7,800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$ _____)

with payments to be made as follows.

Respectfully submitted _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per _____

Note — This proposal may be withdrawn
by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

PROPOSAL

P. BLACK GLASS Co.
2459 Lawrence Rd.
Marcellus, N.Y. 13108
(315) 673-9843

PROPOSAL NO.

SHEET NO.

2. 5. 2

DATE _____

11/25/24

PROPOSAL SUBMITTED TO:

NAME

MFID

ADDRESS

PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS

Entrances

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. $63\frac{1}{2} \times 86 \times 3 \times 7'$ wide style RH door, frame with 3 hinges, $10"$ bottom rail, rim panic, electric strike, $1"$ bump low E insul glass, closer.

1. 24" x 96" Thermal sidelite frame with 1" ramp, low E insul.
gls. Make 1 & replace installed

5550.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$)

31 650.⁰⁰

with payments to be made as follows.

Respectfully submitted

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per

Note — This proposal may be withdrawn

by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Data

Signature _____

PROPOSAL



Kelley Bros, LLC
Box 177
Colvin Station
Syracuse, NY 13205
Phone: 877-247-5992

CUSTOMER PROPOSAL

Jake Kopylczak, Sales Rep

Acct#: C13116

Project Number: 6-2557417-0

Proposal Date: 7/16/2025

Re-Print Date: 7/21/2025

JOB NAME: Aluminum Entrance Replacements

Sold To: Marcellus Volunteer Fire Dept.

Accounts Payable
PO Box 186
Marcellus, NY 13108
Tel: 315-209-9657
Fax: -

Attn:

**Ship To: Marcellus Volunteer Fire Dept.
Mike Ossit**

Marcellus, NY 13108
Tel: 315-382-6496
Cell:

Qty

Mfr Part# / Description

Unit Price

Extended

(A) All

Jefferson County Contract #2023B-5

Exclusions

This proposal excludes the following:

- 120VAC power provision.
- Final drywall/masonry finish work.
- Hazardous material (lead, asbestos, PCBs) remediation.
- Finish painting.
- Costs associated with hazardous material identification, abatement, or remediation.
- Additional administrative and insurance costs related to:
 - o AIA contracts
 - o Performance and payment bonds
 - o Owner's Controlled Insurance Programs (OCP)
 - o Specialty insurance requirements.

Note: Customer is responsible for ensuring the work area is prepared according to these exclusions prior to installation. Customer is also responsible for providing all hazardous material documentation.

SubTotal for Tag #(s)

NET 30 subject to credit approval Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
<u>(A) All</u>			
<u>(B) Main Entrance</u>			
1	SL-14 Aluminum Pair of Doors with Complicated Frame, Black Finish (Less 1" Insulated Glass). Removable Mullion, Door Seals, and Continuous Hinge by Manufacturer.	\$9,533.09	\$9,533.09
1	1" Insulated Door and Transom Glass	\$827.83	\$827.83
2	351-UO x BSP ~ Closer~	\$420.11	\$840.22
2	8810F 36"w x 862 x 649 x US10B ~ Exit Device - Rim~	\$1,509.91	\$3,019.82
1	9600-12/24VDC x 630 Rim Device Electric Strike	\$317.72	\$317.72
1	413 x 76" x MILL ~ Threshold~	\$42.23	\$42.23
	Professional Labor Installation Services		\$3,452.02
<u>SubTotal for Tag #(s)</u>			<u>\$18,032.93</u>
<u>(B) Main Entrance</u>			

<u>(C) Slate Hill Entrance</u>			
1	SL-14 Aluminum Pair of Doors with Complicated Frame, Black Finish (Less 1" Insulated Glass). Removable Mullion, Door Seals, and Continuous Hinge by Manufacturer.	\$8,782.43	\$8,782.43
1	1" Insulated Door and Transom Glass	\$827.83	\$827.83
2	351-UO x BSP ~ Closer~	\$420.11	\$840.22
2	8810F 36"w x 862 x 649 x US10B ~ Exit Device - Rim~	\$1,509.91	\$3,019.82
1	9600-12/24VDC x 630 Rim Device Electric Strike	\$317.72	\$317.72
1	413 x 76" x MILL ~ Threshold~	\$42.23	\$42.23
	Professional Labor Installation Services		\$3,452.02
<u>SubTotal for Tag #(s)</u>			<u>\$17,282.27</u>

NET 30 subject to credit approval. Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
<u>(C) Slate Hill Entrance</u>			

(D) Meeting Room Entrance

1	SL-14 Aluminum Pair of Doors with Complicated Frame, Black Finish (Less 1" Insulated Glass). Door Seals and Continuous Hinge by Manufacturer.	\$5,682.69	\$5,682.69
1	1" Insulated Door and Transom Glass	\$570.96	\$570.96
1	351-UO x BSP ~ Closer~	\$420.11	\$420.11
1	8810F 36"w x 862 x 649 x US10B ~ Exit Device - Rim~	\$1,509.91	\$1,509.91
1	9600-12/24VDC x 630 Rim Device Electric Strike	\$317.72	\$317.72
1	413 x 36" x MILL ~ Threshold~	\$40.66	\$40.66
	Professional Labor Installation Services		\$2,655.40

SubTotal for Tag #(s)

\$11,197.45

(D) Meeting Room Entrance

(E) Kitchen Entrance

1	SL-14 Aluminum Pair of Doors with Complicated Frame, Black Finish (Less 1" Insulated Glass). Door Seals and Continuous Hinge by Manufacturer.	\$7,446.74	\$7,446.74
1	1" Insulated Door and Transom Glass	\$872.24	\$872.24
1	351-UO x BSP ~ Closer~	\$420.11	\$420.11
1	8810F 36"w x 862 x 649 x US10B ~ Exit Device - Rim~	\$1,509.91	\$1,509.91
1	9600-12/24VDC x 630 Rim Device Electric Strike	\$317.72	\$317.72
1	413 x 36" x MILL ~ Threshold~	\$40.66	\$40.66
	Professional Labor Installation Services		\$3,452.02

SubTotal for Tag #(s)

\$14,059.40

(E) Kitchen Entrance

NET 30 subject to credit approval. Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

Qty

Mfr Part# / Description

Unit Price

Extended

Customer PO#:

Customer Acceptance: _____ Date: _____

Printed Name: _____

SubTotal:	\$ 60,572.05
Freight:	0
Tax:	\$ 0.00
Project Total:	\$ 60,572.05

NET 30 subject to credit approval. Prices quoted valid For 30 days - Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

CONNOR FENCE

COMPANY

MARCELLUS PARK BASEBALL FIELDS
FIELD #1

90' OF NEW 5' 9 GA. FABRIC AND 1 5/8" OF 40 WT GALVANIZED TOP AND BOTTOM RAILS
ON EXISTING BASE LINE FENCES.

30' OF NEW 10' TALL 6 GA. FABRIC ON BACKSTOP

\$3,200.00

FIELD #2

50' OF NEW 10' TALL 6 GA. FABRIC ON BACKSTOP

100' OF NEW 5' 9 GA. FABRIC AND 1 5/8" 40 WT GALVANIZED TOP AND BOTTOM RAIL ON
BASE LINE FENCES

\$4,200.00

FIELD #3

90' OF NEW 5' 9GA. FABRIC AND 1 5/8" 40 WT GALVANIZED TOP AND BOTTOM RAIL ON
BASE LINE FENCES

25' OF NEW 5' TALL 6GA. FABRIC ON BOTTOM OF BACKSTOP

\$2,800.00

2025 FALL TRASH DAYS

TOWN AND VILLAGE OF MARCELLUS RESIDENTS

DATES AND TIMES: Fridays and Saturdays

September 26 th & 27 th	8:00 am - 12:00 pm
October 3 th & 4 th	8:00 am - 12:00 pm

There will be a trash transfer station on the Town property, across from the Town Highway Garage on the East side of Lee Mulroy Road. A user fee will be charged to offset the cost of this service. Permits may be purchased at the Town Clerk's Office, 22 East Main Street, Marcellus, New York during regular office hours, Monday – Friday 8:30 am – 4:00 pm.

PERMITS ARE REQUIRED TO USE THIS SERVICE.

Permit Fees:

Passenger Vehicle	\$15.00 - one load only
Passenger Vehicle	\$25.00 - up to six loads
Pickup Truck or Commercial Van	\$40.00 - up to four loads
Trailers	\$50.00 - up to four loads
Large Vehicle	\$55.00 - up to two loads
Mattress Fee	\$25.00 - per mattress
Tires: Tires up to 19.5" rim diameter only:	\$7.00 Each
Freon Removal:	\$15.00 per unit: Refrigerators, Dehumidifiers, Air Conditioners

ITEMS NOT ACCEPTED

No garbage (food waste) or OCRRA recyclables	No liquids – including paint or hazardous waste
No oil tanks or fuel tanks	No contractor's debris (home projects only)

ALL ITEMS MUST BE SECURED AND COVERED WHEN TRANSPORTING TO TOWN TRANSFER STATION.

Please, no children under 10 years of age allowed out of the vehicles for their Safety,
Please unload and leave as quickly as possible.

Trash information – Highway Garage – 673-3127
Permit Information – Town Office – 673-3269 Ext. 0

THANK YOU FOR YOUR COOPERATION TO HELP KEEP OUR COMMUNITY CLEAN.

NINE MILE CREEK, L.P.

"UPPER CROWN LANDING"

Upper Crown

Location:

33 MADIE STREET

AGREEMENT

AGREEMENT (the "Agreement") dated as of this 5th day of January, ²⁰⁰⁹~~1999~~, by and between NINE MILE CREEK, L.P., a Redevelopment Company formed as a Limited Partnership under the Laws of the State of New York, with a principal place of business at 6320 Fly Road, East Syracuse, New York, (the "Company") and the governing body of the VILLAGE OF MARCELLUS, (the "Village") and the TOWN OF MARCELLUS (the "Town").

WITNESSETH:

WHEREAS, the Company, the Village and the Town desire that a Low Income Senior Citizen Housing Project be undertaken for the purposes of and pursuant to Article 5 of the Private Housing Finance Law of the State of New York, (the "Law"); and

- A. The Company is to construct and operate 24 units of senior citizen housing (the "Apartments") to be erected on certain real property located on Property at Northeast of Chrysler Street, in the Village of Marcellus, New York, as more specifically described on EXHIBIT A (the "Land", the Land and Apartments being sometimes hereafter referred to as the "Project"), to be financed through funds from Rural Development, NYS Housing Trust Fund and the sale of Low Income Tax Credits.
- B. The Land is identified by the Assessor for the Town as part of parcel #00402-12.0, ("Tax Parcel") and is assessed at the time of its acquisition by the Company at a value of _____, ("Land Value Assessment").
- C. Section 125 of the Law authorizes the Village and the Town, by contract, to agree with the Company to exempt from local and municipal taxes, including special taxes other than assessments for local improvements, all or part of the value of the property included in the Project to the extent that such value represents an increase over the Land Value Assessment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

Section 1: Grant of Exemption

- (a) The Village and Town agree to and hereby do, to the extent provided herein, exempt from all local and municipal taxes, and from such taxes as may be levied by or on behalf of any taxing jurisdiction as defined in Subdivision 1(d) of Section 125 of the Law, the value of the Project which represents an increase over the Land Value Assessment, other than assessments for local improvements. The Company shall pay all sums due on the Land Value Assessment multiplied by the annual tax rates established for each Municipality ("Land Taxes"). Such annual payments as made under this Section 1(b) shall be made at the same time the Annual PILOT Payments are made pursuant to Section 5 herein.

Section 2: Duration of Exemption

The exemption granted in Section 1 shall remain in effect during the term of this Agreement.

Section 3: Term of Agreement

The term of this agreement shall commence on the date of the acquisition of the Land by the and shall remain in effect for so long as the project is limited to tenants with incomes not exceeding the Tax Credit eligible incomes (60% of the median income for the area), not to exceed forty (40) years, unless terminated earlier as a result of an Event of Default as provided in Section 8.

Section 4: Special Assessments

The Exemption Statute does not entitle the owner of the Land and Apartments to an exemption from the obligation to pay assessments for local improvements (as that term would be construed under said statute). The Company, therefore, specifically agrees to pay all assessments for local improvements assessed and/or levied against the Land and Apartments by the Municipalities, provided such assessments for local improvements are not determined to be taxes levied by a defined taxing jurisdiction.

Section 5: Annual PILOT Payments

The Company will make Annual PILOT Payments for calendar years 1999 through 2040 as follows:

- (1) for calendar year 1999 the parties hereto acknowledge that all Land Taxes will be paid to the Municipalities and that no further tax payments will be required; (2) upon completion of construction but prior to the project being fully rented, a payment of \$400 per rented unit will be paid for each occupied unit after which for each calendar year 2000 through 2004, the Company shall make Annual PILOT Payments equal to \$400.00 per apartment unit, for a total of \$9,600.00 per year. For calendar years 2005 through 2009 the annual payment will be \$440.00 per unit, for a total of \$10,560.00. For calendar years 2010 through 2014 the annual payment will be \$484.00 per unit for a total of \$11,616.00. For calendar years 2015 through 2019 the annual payment will be \$532.00 per unit for a total of \$12,768.00. For calendar years 2020 through 2024 the annual payment will be \$585.00 per unit for a total of \$14,040.00. The terms of the PILOT will be renegotiated during 2024 for implementation during 2025 and the balance of the exemption period. Such taxes as are affected by the Tax Abatement Agreement include taxes levied by the Village, the Town, the County and the School District; but specifically exclude special district taxes.

Payment for such Annual PILOT Payments shall be made to the Village on or before April 1 of the next succeeding calendar year.

All Annual PILOT Payments shall be adjusted as provided in Section 1(b) herein.

Section 6: Method of Payment

All Annual PILOT Payments for years 1999 through 2040 shall be paid by cash or check to the Village for distribution among the Municipalities. The Village shall provide a receipt to the Company for any cash payment. This acknowledges that the payments to be made by the Company hereunder for years 1999 through 2040 shall be distributed to the Municipalities in accordance with an agreement to be entered into by and among the Municipalities.

Section 7: Termination

This Agreement and the exemption granted hereunder shall terminate upon an event of default as provided herein and/or the rents are no longer restricted by the Tax Credit Program or the Company is no longer a redevelopment company as defined under Article 5 of the Private Housing Finance Law.

Section 8: Default

The occurrence of any of the following conditions shall constitute an event of default ("Event of Default"), as that term is used herein:

- (a) The Company's failure to pay in full any payment due under this Agreement within sixty (60) days of receipt of a written notice from the Municipality, as defined herein indicating the amount that is past due.
- (b) The Company's failure to comply with, or perform according to any provision of this Agreement, if such failure continues in whole or in part for more than sixty (60) days after the date written notice of such failure is required by the Company from the Municipality.

Section 9: Default Remedies

Any Municipality, against which the Company has defaulted, may exercise any and all rights or remedies permitted by law. Without limiting the generality of the foregoing, and in addition to all other rights and remedies, the Municipality shall also have the following specific rights and remedies upon an Event of Default.

- (a) To terminate this Agreement and or the exemption granted hereunder sixty (60) days from the date of the Company's receipt of the Notice of Default, provided, however, the Company shall have such time to cure any default.

Section 10: Rental Payments

For the period 1999 through 2040, the rental charged for apartments in the Project shall not exceed the maximum amounts allowed by the Low income Tax Credit Program.

Section 11: Representation and Warranties of the Company

The Company represents and warrants that:

- (a) It is a duly organized and existing redevelopment company created and operated in accordance with the provisions of Article 5 of the Private Housing Finance Law and other laws of the State of New York;
- (b) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) This Agreement constitutes a legal, valid, and binding obligation of the Company enforceable in accordance with its terms;
- (d) To the best knowledge of the Company, the execution and delivery of this Agreement does not, and the performance of this Agreement will not, violate any law, regulation, ordinance, judicial order, judicial decree, or any agreement, indenture, note, or other instrument to which it is a party.
- (e) To the best knowledge of the Company there is no claim, action, arbitration, or administrative proceeding pending, threatened against, or involving the Company which, if adversely determined, would question the validity of this Agreement or would have a material adverse effect on the financial condition of the Company.

Section 12: Joint and Several Representations of the Village and the Town

The Municipalities (Village) and (Town) represent and warrant as follows:

- (a) That the Municipality has the full power and authority to execute and deliver this Agreement and to perform obligations hereunder and the governing body of each Municipality has by necessary and appropriate resolutions, authorized the execution and delivery of this Agreement by the officer or representative so executing the same.
- (b) This Agreement constitutes a legal, valid and binding obligation of each Municipality enforceable in accordance with its terms.

Section 13: Assignment

The Company shall not assign, transfer or otherwise dispose of this Agreement or any right, title or interest therein, without the previous written consent of the Affected Municipalities, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and years first above set forth.

VILLAGE OF MARCELLUS

BY:

Debrai R. Kromberg
Mayor

TOWN OF MARCELLUS

BY:

Frank J. Wilson
Supervisor

NINE MILE CREEK, L.P.

GENERAL PARTNERS

SOUTHERN HILLS PRESERVATION
CORPORATION

BY:

C. J. Herrold
PRESIDENT

BY:

DB
DAVID R. BACON

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS.:

On this 24th day of November, 1999, before me, the subscriber, personally appeared FREDERIC B. CISENBERG, to me known, who resides at 38 West St. Marcellus, New York, that he is the MAYOR of the Village of Marcellus, County of Onondaga, New York, the Village described in and which executed the above instrument; that he knows the seal of said Village; that the seal affixed to such instrument is such Village seal; that it was so affixed by order of the Board of Trustees of said Village, and that he signed his name thereto by like order.

Gary L. March
NOTARY PUBLIC

GARY L. MARCH
Notary Public, State of New York
Qualified in Onon. Co. No. 34-7707925
Commission Expires Dec 31, 2000

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS.:

On this 23rd day of November, 1999, before me, the subscriber, personally appeared FRANK T. WILSON, to me known, who resides at 246 Main, Marcellus, New York, that he is the Supervisor of the Town of Marcellus, County of Onondaga, New York, the Town described in and which executed the above instrument; that he knows the seal of said Town, and that he signed his name thereto by like order.

NOTARY PUBLIC *Karen R. Pollard*

KAREN R. POLLARD
Notary Public, State of New York
Qualified in Onon. Co. No. 01P06027141
Commission Expires June 28, 2001

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS.:

On this 2nd day of December, 1999, before me, the subscriber, personally appeared C.S. Ferrala, to me known, who, being duly sworn, did depose and say that he/she resides at Pompey, New York, that he/she is the President of Southern Hills Preservation Corporation, Inc., which corporation is a General Partner of Nine Mile Creek, L.P., the Limited Partnership described in and which executed the foregoing instrument, and that he/she acknowledged to me that he/she knows the seal of said corporation, and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his name thereto by like order; that he/she, as the President of said General Partner, being authorized to do so, executed the foregoing instrument in the name of said Limited Partnership by herself as President of said General Partner, on behalf of said Limited Partnership.

Debra L. West

NOTARY PUBLIC

DEBRA L. WEST
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4507912
My Commission Expires 1-31-2000

STATE OF NEW YORK)

SS.:

ONONDAGA COUNTY)

On this 5th day of January, ~~1999~~ ²⁰⁰⁰, before me personally came David R. Bacon, as a General Partner of Nine Mile Creek, L.P. and to me known to be the individual described in and who executed the foregoing instrument, and that he acknowledged that he executed the same.


NOTARY PUBLIC

NOTARY PUBLIC, State of New York
No. 01 HU5015320
Qualified in Madison County
Commission Expires July 19, 2001

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in Lot 15, Military Tract, Village of Marcellus, Town of Marcellus, County of Onondaga, State of New York, more particularly described as follows:

Beginning at the intersection of the east line of Orange Street and the north line of Maple Street;

THENCE South 85 degrees 30 minutes 00 seconds East for a distance of 38.40 feet to a point;

THENCE North 04 degrees 30 minutes 00 seconds East for a distance of 440.00 feet along the east line of Agnes Welsh, reputed owner, and continuation thereof, to a point;

THENCE North 85 degrees 30 minutes 00 seconds West for a distance of 112.00 feet through the lands of Upper Crown, Inc., reputed owner (Bk. 4161 Pg. 096), to a point;

THENCE North 04 degrees 30 minutes 00 seconds East for a distance of 69.94 feet along the east line of Donald A. Paul and Helen Paul, reputed owner, to an existing iron pin;

THENCE North 85 degrees 30 minutes 00 seconds West for a distance of 100.00 feet along the north line of Donald A. Paul and Helen Paul, reputed owner, to a point;

THENCE North 04 degrees 38 minutes 07 seconds East for a distance of 270.30 feet to a point;

THENCE South 87 degrees 26 minutes 20 seconds East for a distance of 97.20 feet to a point;

THENCE North 04 degrees 30 minutes 00 seconds East for a distance of 43.20 feet to a point;

THENCE South 85 degrees 30 minutes 00 seconds East for a distance of 155.50 feet to an iron pipe;

THENCE Southerly 326 feet more or less, along the west bank of Nine Mile Creek, to a point;

THENCE North 85 degrees 30 minutes 00 seconds West for a distance of 72.20 feet to a point;

THENCE South 04 degrees 30 minutes 00 seconds West for a distance of 534.94 feet to a point;

THENCE North 85 degrees 30 minutes 00 seconds West for a distance of 63.23 feet to a point on the east line of Orange Street;

THENCE North 04 degrees 06 minutes 00 seconds East for a distance of 25.00 feet to the Point-of-Beginning.

Said property contains 2.3 acres more or less.

Together with and subject to covenants, easements, and restrictions of record.

Together with and subject to any riparian rights, if any, the grantor herein has to the area between the center and the west bank of Nine Mile Creek.

**INTERMUNICIPAL AGREEMENT
REGARDING ALLOCATION OF FUNDS
FROM A PILOT AGREEMENT**

THIS AGREEMENT, made the 26th day of September, 2011 by and between the Village of Marcellus (the "Village"), a municipal corporation with offices at 6 Slocombe Avenue, Marcellus, New York, 13108, the Town of Marcellus (the "Town"), a municipal corporation with offices at 24 East Main Street, Marcellus, New York, 13108, Marcellus Central School District (the "School"), an educational corporation with district offices at Reed Parkway, Marcellus, New York, 13108, and the County of Onondaga (the "County"), a municipal corporation with offices at J. H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York, 13202.

WITNESSETH:

WHEREAS, the Village and Nine Mile Creek, L.P. ("Nine Mile"), a redevelopment company, formed as a limited partnership under the laws of the State of New York, with property located at 33 Maple Street in the village of Marcellus, have entered into a certain agreement relating to tax exemption of real property (the "PILOT Agreement") contemporaneously with this agreement; and

WHEREAS, negotiations have been concluded between the parties hereto regarding the computation and allocation of the annual PILOT payments made under the PILOT Agreement until the year 2024; and

WHEREAS, annexed hereto and made part hereof is a PILOT Payment Distribution Schedule (Exhibit "A") covering the years 2011 through 2024 of the PILOT Agreement.

NOW, THEREFORE, in consideration of mutual covenants hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. The PILOT Payment Distribution Schedule (Exhibit "A") annexed hereto is hereby adopted by each of the parties hereto and each agrees that the allocation of the annual payment shall be made as indicated on said schedule.

2. That as indicated in the PILOT Agreement, the amount of the annual PILOT payment shall be renegotiated in the year 2024, at which time the allocation between the parties hereto shall also be renegotiated.

3. This agreement shall not be modified, amended, extended or terminated except by further written agreement of the parties.

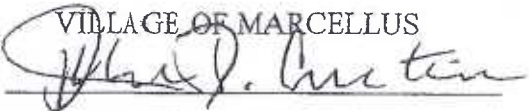
4. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

5. 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.

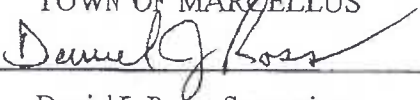
6. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as hereafter indicated.


DATE: September 26, 2011

VILLAGE OF MARCELLUS
By 
John P. Curtin, Mayor

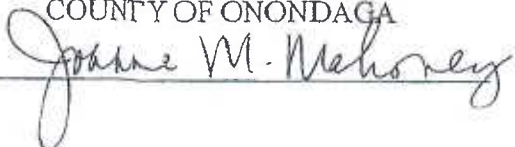
DATE: 10/13, 2011

TOWN OF MARCELLUS
By 
Daniel J. Ross, Supervisor

DATE: 3/8, 2012

MARCELLUS CENTRAL SCHOOL DISTRICT
By 
Craig Tice, Superintendent

DATE: 3/29, 2011

COUNTY OF ONONDAGA
By 

ACKNOWLEDGEMENTS

STATE OF NEW YORK
COUNTY OF ONONDAGA)

SS.:

On the 27th day of September, 2011, before me personally came John P. Curtin, to me known, who, being by me duly sworn, did depose and say that deponent resides at 6 Slocumbe Ave, Marcellus, New York, deponent is Mayor of the Village of Marcellus, the municipal corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; deponent signed deponent's name thereto by like order.

DAWN M. O'HARA
Notary Public, State of New York
No. 01OH6213160
Qualified in Onondaga County
Commission Expires Nov. 2, 2013

Dawn M. O'Hara
NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF ONONDAGA)

SS.:

On the 13th day of October, 2011, before me personally came Daniel J. Ross, to me known, who, being by me duly sworn, did depose and say that deponent resides at 2867 Carlisle Lane, Marcellus, New York, deponent is Mayor of the Town of Marcellus, the municipal corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; deponent signed deponent's name thereto by like order.

Karen R. Pollard
NOTARY PUBLIC
KAREN R. POLLARD
Notary Public, State of New York
Qualified in Onon. Co. No. 01PO6027141
Commission Expires June 28, 2015

STATE OF NEW YORK
COUNTY OF ONONDAGA)

SS.:

On the 8 day of March, 2011, before me personally came Craig Tice, to me known, who, being by me duly sworn, did depose and say that deponent resides at 3933 Agunnae Regis, Marcellus, New York, deponent is Superintendent of Schools of the Marcellus Central School District, the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Education of said corporation; deponent signed deponent's name thereto by like order.

DEBRA B. EICHHOLTZ
Notary Public, State of New York
Qualified in Onondaga Co. No. 4974952
Commission Expires Nov. 26, 2014

Debra B. Eichholtz
NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF ONONDAGA)

SS.:

On the 29th day of March, 2011, before me personally came John M. Mahoney, to me known, who, being by me duly sworn, did depose and say that deponent resides at Onondaga County, New York, deponent is of the County of Onondaga, the municipal corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation; deponent signed deponent's name thereto by like order.

MARY BETH RICE
Notary Public, State of New York
No. 4775569
Qualified in Onondaga County
Commission Expires June 30, 2014

Mary Beth Rice
NOTARY PUBLIC

INTERMUNICIPAL AGREEMENT
REGARDING ALLOCATION OF FUNDS FROM A PILOT AGREEMENT

EXHIBIT A:

DISTRIBUTION OF PILOT PAYMENTS RECEIVED BY VILLAGE OF MARCELLUS FROM
NINE MILE CREEK, L.P.
PROPERTY LOCATION: 33 MAPLE STREET, MARCELLUS, NEW YORK

YEARS	PILOT PAYMENT PER UNIT	NUMBER OF UNITS	TOTAL PILOT PAYMENT DUE VILLAGE	DISTRIBUTION OF PILOT PAYMENT TO MUNICIPALITIES:		
				NAME OF MUNICIPALITY	ALLOCATION PERCENTAGE	AMOUNT OF ALLOCATION
2011 - 2014	\$ 484	24	\$ 11,616.00	VILLAGE OF MARCELLUS	50%	\$ 5,808.00
				TOWN OF MARCELLUS	25%	\$ 2,904.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 1,742.40
				ONONDAGA COUNTY	10%	\$ 1,161.60
					<u>100%</u>	<u>\$ 11,616.00</u>
2015 - 2019	\$ 532	24	\$ 12,768.00	VILLAGE OF MARCELLUS	50%	\$ 6,384.00
				TOWN OF MARCELLUS	25%	\$ 3,192.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 1,915.20
				ONONDAGA COUNTY	10%	\$ 1,276.80
					<u>100%</u>	<u>\$ 12,768.00</u>
2020 - 2024	\$ 585	24	\$ 14,040.00	VILLAGE OF MARCELLUS	50%	\$ 7,020.00
				TOWN OF MARCELLUS	25%	\$ 3,510.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 2,106.00
				ONONDAGA COUNTY	10%	\$ 1,404.00
					<u>100%</u>	<u>\$ 14,040.00</u>

**INTERMUNICIPAL AGREEMENT
REGARDING ALLOCATION OF FUNDS
FROM A PILOT AGREEMENT**

COPY

THIS AGREEMENT, made the ____ day of February, 2025 by and between the Village of Marcellus (the "Village"), a municipal corporation with offices at 6 Slocombe Avenue, Marcellus, New York, 13108, the Town of Marcellus (the "Town"), a municipal corporation with offices at 24 East Main Street, Marcellus, New York, 13108, Marcellus Central School District (the "School"), an educational corporation with district offices at Reed Parkway, Marcellus, New York, 13108, and the County of Onondaga (the "County"), a municipal corporation with offices at J. H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York, 13202.

WITNESSETH:

WHEREAS, the Village and Nine Mile Creek, L.P. ("Nine Mile"), a redevelopment company, formed as a limited partnership under the laws of the State of New York, with property located at 33 Maple Street in the village of Marcellus, entered into a certain agreement relating to tax exemption of real property between 1999 and 2040 dated January 5, 2000 (the "PILOT Agreement"); and

WHEREAS, on January 5, 2000, the parties entered into an agreement regarding the computation and allocation of the annual PILOT payments made under the PILOT Agreement covering the years 1999 through 2040 (the "PILOT Agreement"); and

WHEREAS, the parties desire to extend the allocation of annual PILOT payments through the year 2040 pursuant to the same computation used in the PILOT Agreement; and

WHEREAS, annexed hereto and made part hereof is a PILOT Payment Distribution Schedule (Exhibit "A") covering the years 2025 through 2040 of the PILOT Agreement.

NOW, THEREFORE, in consideration of mutual covenants hereinafter contained and other good and valuable consideration, the parties agree as follows:

I. The PILOT Payment Distribution Schedule (Exhibit "A") annexed hereto is hereby adopted by each of the parties hereto and each agrees that the allocation of the annual payment shall be made as indicated on said schedule.

2. This agreement shall not be modified, amended, extended or terminated except by further written agreement of the parties.

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

4. 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.

5. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as hereafter indicated.

Date: _____

By: _____

Village of Marcellus

Date: _____

By: _____

Town of Marcellus

Date: _____

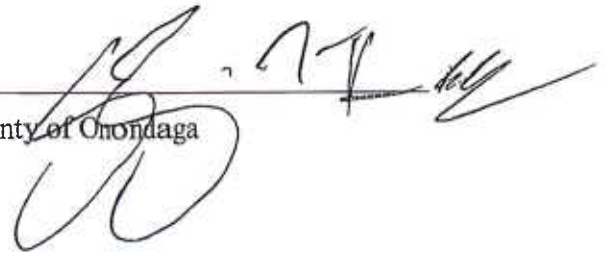
By: _____

Marcellus Central School District

Date: 2-3-2015

By: _____

County of Onondaga

A large red 'COPY' stamp is oriented diagonally across the center of the page. Below it, there are several handwritten signatures in black ink. One signature is clearly visible over the 'County of Onondaga' text, and another is to its right. There are also some initials or marks above the signature on the right.

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

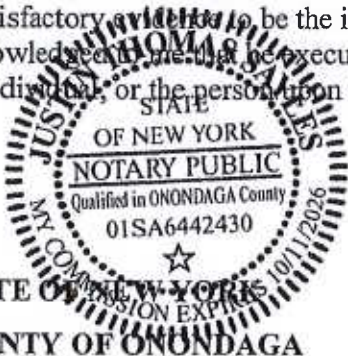
On the day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Chad Clark** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

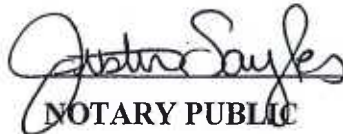
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the ³ day of February in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **J Ryan McMahon, II**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On the day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

INTERMUNICIPAL AGREEMENT
REGARDING ALLOCATION OF FUNDS FROM A PILOT AGREEMENT

EXHIBIT A:

DISTRIBUTION OF PILOT PAYMENTS RECEIVED BY VILLAGE OF MARCELLUS FROM
NINE MILE CREEK, L.P.
PROPERTY LOCATION: 33 MAPLE STREET, MARCELLUS, NEW YORK

<u>YEARS</u>	<u>PILOT PAYMENT PER UNIT</u>	<u>NUMBER OF UNITS</u>	<u>TOTAL PILOT PAYMENT DUE VILLAGE</u>	<u>DISTRIBUTION OF PILOT PAYMENT TO MUNICIPALITIES:</u>		
				<u>NAME OF MUNICIPALITY</u>	<u>ALLOCATION PERCENTAGE</u>	<u>AMOUNT OF ALLOCATION</u>
2025 - 2029	\$ 644	24	\$ 15,456.00	VILLAGE OF MARCELLUS	50%	\$ 7,728.00
				TOWN OF MARCELLUS	25%	\$ 3,864.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 2,318.40
				ONONDAGA COUNTY	10%	\$ 1,546.00
					100%	\$ 15,456.00
2030-2034	\$ 708	24	\$ 16,992.00	VILLAGE OF MARCELLUS	50%	\$ 8,496.00
				TOWN OF MARCELLUS	25%	\$ 4,248.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 2,549.00
				ONONDAGA COUNTY	10%	\$ 1,699.00
					100%	\$ 16,992.00
2035-2040	\$ 935 (six years)	24	\$ 22,435.00	VILLAGE OF MARCELLUS	50%	\$ 11,218.00
				TOWN OF MARCELLUS	25%	\$ 5,609.00
				MARCELLUS CENTRAL SCHOOL DISTRICT	15%	\$ 3,365.00
				ONONDAGA COUNTY	10%	\$ 2,243.00
					100%	\$ 22,435.00

**REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF MARCELLUS HELD ON
DECEMBER 23, 2024 AT THE VILLAGE HALL**

PRESENT: Chad A. Clark, Mayor See List
Timothy P. Manahan, Trustee
James P. Curtin, Trustee
Jeff Brown, Attorney
Charnley A. Abbott, Village Clerk

ABSENT: None

Pledge of Allegiance.

Mayor Clark opened the regular meeting at 7:02pm following a public hearing held regarding Local Law #3 of 2024 and a public hearing regarding a proposed sewer rate increase.

LOCAL LAW #3

OF 2024: Trustee Manahan made a motion to adopt Local Law #3 of 2024, amending Chapter 188 of the Village Code to add Article II entitled "Short Term Rentals". The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

RESOLUTION- SEWER RATE

INCREASE: Trustee Curtin made a motion to approve the following resolution:

WHEREAS, the Village of Marcellus hereto duly convened a public hearing on December 23, 2024 for the purpose of considering an increase of the sewer rates in the Village of Marcellus, notice of which was duly published in the official newspaper of the Village; and

WHEREAS, the increase is required as a result of increased costs in the transportation and treatment of and the operation and maintenance of the Village Sewer System, as well as increased costs resulting from directives issued by the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, after conducting the public hearing and receiving input from the public, as well as considering information provided by the Village Treasurer and Village Engineers, the Village Board determines that increases are necessary to fund the anticipated future costs of providing sewer services;

NOW THEREFORE BE IT RESOLVED THAT, the rates for Sewer charges commencing January 1, 2025 are as defined in updated Document G of the Village of Marcellus Code Book, from \$100.00 for 5,000 gals/unit to \$105.00 for 5,000 gals/unit, and a 2% increase of the additional charges to customers who exceed the base charge,

Since the Village bills in arrears, this new increase will not become evident until the April 1, 2025 billing.

The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

CONSENT

AGENDA: The Village Clerk submitted the minutes of the regular Board meeting for the month of November 2024. The bills on Abstract Sheet #007 for General Fund in the amount of \$48,547.39, Water Fund in the amount of \$0.00, Sewer Fund in the amount of \$25,636.26, Capital Funds in the amount of \$2,375.00, and Trust & Agency in the amounts of \$8,270.64

were audited. The bills totaled \$84,829.29. The Board tabled the Police Report for the month of November 2024 from Police Chief Bernie Podsiedlik. The Building Inspectors report for the month of November 2024 was received by the Board from Code Official Paul Stacey. The Board acknowledged receipt of the minutes of the Town Board meetings for November 2024 and tabled the financial statements for August, September, October and November 2024. Trustee Manahan made a motion to approve the consent agenda. The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion on the consent agenda. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

RESOLUTION- REFUSE RATE

INCREASE: Trustee Curtin made a motion to approve the following resolution:

WHEREAS, the Board of Trustees of the Village of Marcellus, New York has not raised refuse rates since 2019; and

WHEREAS, the Board of Trustees of the Village of Marcellus has determined that it is now necessary to increase refuse rates; and

NOW, THEREFORE BE IT RESOLVED that the Village of Marcellus Board of Trustees will increase refuse rates from \$50.00 to \$55.00 per quarter, effective January 1, 2025.

The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

VILLAGE IMPROVEMENT

PLAN: Trustee Manahan made a motion to continue the Village Infrastructure Program, an agreement whereby the County provides financial assistance to the Village for the construction and maintenance of public improvements, and to complete the Application for Financial Assistance provided to the Village by the County of Onondaga and to submit such application. The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

ONONDAGA COUNTY ANNUAL MAINTENANCE

PERMIT: Trustee Curtin made a motion to authorize the Mayor to complete and sign the appropriate forms in order to acquire the annual maintenance permit with the Onondaga County DOT, which allows the Village to perform routine maintenance and emergency repairs on existing County owned facilities located in the Highway right-of-way. The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

PILOT AGREEMENT- NINE

MILE L.P.: Trustee Manahan made a motion to approve the Intermunicipal Agreement regarding allocation of funds from a PILOT agreement with Nine Mile Creek LP. In 2000, the parties entered into an agreement regarding the computation and allocation of the annual PILOT payments made under the PILOT Agreement covering the years 1999 through 2024 and the parties desire to extend the allocation of annual PILOT payments through the year 2040 pursuant to the same computation used in the 2000 Allocation Agreement.

Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

TOWN OF MARCELLUS WASTEWATER AGREEMENT

EXTENSION: Trustee Curtin made a motion to approve a 30-day extension to the Intermunicipal agreement between the Village and Town regarding Wastewater services. The current agreement expires on 12/31/24 and this extension will allow the parties to continue to

negotiate the terms of renewal and avoid an interruption in service. The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

F.J. POMPO ACCOUNTING SUPPORT

CONTRACT: Trustee Manahan made a motion to enter into an agreement with FJ Pompo & Co. for accounting support and oversight from December 15, 2024 through May 31, 2025 to assist the Village Treasurer with various duties and responsibilities. The agreement includes services such as a high-level review of accounting transactions each month, assistance in preparation of and review of all bank account reconciliations and reconciling items, monitoring budget versus actual results monthly, proposal of budget modifications monthly to ensure balances are not overspent, preparation and filing of the AFR for fiscal year ending 5/31/25, and preparation of the annual budget with input and assistance from Village Officials. Due to the recent personnel change in the office of the Village Treasurer, the Board feels that this financial consulting is necessary to ensure the fiscal integrity of the Village while the recently appointed Treasurer acclimates to her position. The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

HEALTH INSURANCE

CONTRACTS: Trustee Curtin stated that all employees elected to stay with Excellus Blue Cross/Blue Shield, and the majority of employees have elected to enroll in the Platinum plan offered. The cost for all Excellus plans has risen this year. Overall, the cost to the Village has increased about 9% for major medical and 3% for dental beginning January 2025. Trustee Curtin made a motion to authorize the Mayor to sign the Health Insurance Contracts with Excellus Blue Cross/Blue Shield for 2025. The Village will cover 90% of the cost of a full-time employee's benefits, while the employee will pay 10% of said cost. Part time employees with 30 years of continuous service will pay 25% of the cost. Copies of the new contracts and coverage are available for inspection in the Village Office. The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

EMPLOYEE HEALTH INSURANCE

OPT-OUT: Trustee Manahan made a motion to approve a health insurance opt-out for full time Village employees who are covered under another health care program. This opt-out, the details of which are on file in the Village Office, would grant a buy-out incentive for the employee who chooses to opt-out, and would also provide a financial benefit for the Village, whose annual premium on behalf of the employee, would be eliminated. The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

SET PUBLIC HEARING – LOCAL LAW #1

OF 2025: Trustee Curtin made a motion to introduce Local Law #1 of 2025 which will govern the design forms and character desired in the Village Center and codify the design requirements to aid in the protection of the Village's "small town" character, and to set a public hearing for Monday, January 27, 2025 at 7:00 pm on the matter. The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

BUDGET

MODS: Trustee Manahan made a motion to table budget modifications transferring revenues and appropriations in the General Fund. The motion was seconded by Trustee Curtin. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

JANUARY 2025 VILLAGE

MEETINGS: Trustee Manahan announced the list of those meetings scheduled for the remainder of December and for January 2025 and noted also that the Village Offices will be closed on Wednesday, December 25th, and Wednesday, January 1st for the Christmas and New Year's Holidays. Because these holidays fall on a Wednesday, trash collection WILL BE DELAYED each of those weeks. The Village will also be closed on January 20, 2025 to honor the memory of Dr. Martin Luther King Jr.

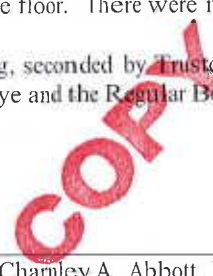
WILLIAM POMEROY HISTORICAL

MARKER: Trustee Curtin made a motion to allow the Marcellus Historical Society to place a William Pomeroy Foundation Historic Roadside Marker in the Village Right of way at 1 West Main Street to replace the marker that was damaged by an automobile several months ago. The motion was seconded by Trustee Manahan. Mayor Clark asked if there was any discussion on the matter. Hearing none, Mayor Clark called for a vote. All board members voted aye and the motion carried.

ITEMS FROM

THE FLOOR: Mayor Clark asked if there were any items from the floor. There were none.

Mayor Clark made a motion to adjourn the meeting, seconded by Trustee Curtin. Mayor Clark called for a vote. All board members voted aye and the Regular Board Meeting was adjourned at 7:14 p.m.



Chamley A. Abbott, Village Clerk

Rosemary Tozzi

From: Diana Pollard [redacted]
Sent: Wednesday, July 30, 2025 6:16 PM
To: Rosemary Tozzi
Subject: Historical Society cemetery permission

The Historical Society is seeking permission to host a Ghost Walk or Cemetery tour in the village Cemetery Halloween Day. We feel that this even will highlight not only the beautifully maintained and restored Village Cemetery but also highlight some of the interesting people laid to rest within. We plan on this even being free with donations appreciated and will end at twilight.

[Yahoo Mail: Search, Organize, Conquer](#)

SALES ORDER

Date 02/17/2025Purchaser TOWN OF MARCELLUS HIGHWAY DEPT.

6803 Manlius Center Rd., East Syracuse NY 13057

Address 24 EAST MAIN STREETCity MARCELLUS State NY Zip Code 13108County ONONDAGA Phone 315-673-3269Contact Name MIKE Cust No. _____

Tracey Road Equipment Facility Numbers:

- ☒ East Syracuse: 4340816 (315) 437-1471
☐ Kirkwood: 7079332 (607) 775-5010
☐ Watertown: 7083886 (315) 788-0200
☐ Albany: 7076202 (518) 438-1100
☐ Rochester: 7101647 (585) 334-5120

THE PURCHASER OFFERS TO PURCHASE FROM THE DEALER/SELLER FOR THE STATED PRICE THE VEHICLE AND/OR EQUIPMENT AS DESCRIBED BELOW

PO #	TERMS OF SALE: NET 30	STANDARD WARRANTY: STD. WARRANTY PLUS EW4 5 YEAR 100K , TC4 100K EXTENDED	SALESMAN # 624
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INVENTORY #	DESCRIPTION	PRICE	
1	2026 WESTERN STAR 47X CHASSIS PER SPECS DD13 450HP @1650 LB/FT / ALLISON 4500RDS 20,000 LBS AXLE / 46,000 LBS REAR AXLE / RH SPRING BUILD UP EW4 5 YEAR 100K EXTENDED WARRANTY PER SHEET, TC4 3 YEAR 100K TRUCK COVERAGE PER SHEET HEATED WIPER BLADES, DUAL WEST COAST MIRRORS RELOCATE WASHER FILL AND OIL CHECK	\$194,778	00
1	TENCO BUDGET PLOW AND BODY PACKAGE PER QUOTE 2/10/25	\$141,528	00
PER ONONDAGA COUNTY CONTRACT # 0010914			
THE MILEAGE ON THE ODOMETER IS _____ AND <input checked="" type="checkbox"/> IS NOT ACCURATE, REFER TO THE FEDERAL MILEAGE STATEMENT FOR DISCLOSURE IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.			
Purchaser Accepts Optional PHYSICAL DAMAGE INSURANCE for \$ _____ per year. Per attached Certificate. PURCHASER'S INITIALS _____		Purchaser Declines Optional PHYSICAL DAMAGE INSURANCE PURCHASER'S INITIALS _____	
Purchaser Accepts Optional EQUIPMENT SERVICE CONTRACT PowerTrain \$ _____ PowerTrain Plus Hydraulics \$ _____ Full Machine \$ _____ Terms and Conditions per the attached contract. PURCHASER'S INITIALS _____		Purchaser Declines Optional EQUIPMENT SERVICE CONTRACT PURCHASER'S INITIALS _____	
TRADE-IN ALLOWANCE:		SUBTOTAL	\$336,306 00
BALANCE OWED TO:		NET TRADE-IN ALLOWANCE	
NET TRADE ALLOWANCE (EQUITY):		(EXEMPT) SALES TAX	
TRADE: TRADE INV. # _____		FEDERAL EXCISE TAX	
YEAR _____ MAKE _____ MODEL _____		WASTE MANAGEMENT TIRE TAX	
ENG. _____ SERIAL # _____		TOTAL PRICE	
SERVICE METER READING (if applicable) _____		RECEIPT NO.	DEPOSIT
THE MILEAGE ON THE ODOMETER IS _____ AND IS/IS NOT ACCURATE, REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.		BALANCE DUE	
CONDITION OF TRADE _____			
PURCHASER'S SIGNATURE _____			

ONLY THE MANUFACTURER OR SUPPLIER AND NOT TRACEY ROAD EQUIPMENT, INC. (DEALER/SELLER) SHALL BE LIABLE FOR PERFORMANCE UNDER ANY AND ALL WARRANTIES MADE BY SUCH MANUFACTURER OR SUPPLIER. UNLESS DEALER/SELLER, ON ITS OWN BEHALF, FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY, OR ENTERS INTO A SERVICE CONTRACT WITH PURCHASER. DEALER/SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES, AND ALL USED VEHICLES AND CONSTRUCTION EQUIPMENT SOLD BY DEALER/SELLER, WHICH PURCHASER UNDERSTANDS AND AGREES IS BEING SOLD BY DEALER/SELLER "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED"

IF THIS ORDER IS FOR A USED VEHICLE THAT BY LAW REQUIRES A FEDERAL TRADE COMMISSION WINDOW FORM, THE INFORMATION YOU SEE ON THE WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The front and back of this Order, the attached Written Warranty/Coverage Acknowledgement (the "Acknowledgement"), if signed by Purchaser and Dealer or Seller, and/or any financing and security agreement (a "Financing Agreement") entered into by Purchaser in connection with this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning Financing Agreement and any other agreement specified in this Order shall be referred to herein as the "Order". Purchaser hereby certifies that no credit has been extended to him/her for the purchase of the motor vehicle(s) or construction equipment described in this Order except as is stated in this Order. Purchaser hereby acknowledges that he/she has read the Terms and Conditions that are printed on the back of this Order and agrees that said Terms and Conditions are part of this Order the same as if they were printed on the front hereof above Purchaser's signature. Purchaser or, if purchaser is not an individual, Purchaser's representative, hereby certifies that he/she is of legal age and acknowledges that he/she has received a copy of this Order and all other documents referred to in this Order.

PURCHASER _____

SALESMAN JAY BARNWELL

BY _____

ACCEPTED BY SALES MANAGER _____

**TOWN BOARD RESOLUTION
TOWN OF MARCELLUS**

SUBJECT TO PERMISSIVE REFERENDUM

At a Town Board 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 and State of New York on August 6, 2025, at 6:30 P.M., there were:

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

WHEREAS, the Town of Marcellus Highway Department has advised the Town Board of the Town of Marcellus of the Department's continuing need to repair, replace and update its fleet of equipment; and

WHEREAS, the Town of Marcellus Highway Department desires to acquire a new 2026 Western Star 47X Chassis per specs with new Tenco plow and body package; and

WHEREAS, available through Tracey Road Equipment, is a 2026 Western Star 47X Chassis per specs with new Tenco plow and body package at a contract price not to exceed Three Hundred Thirty-Six Thousand Three Hundred Six Dollars and 00/100 Cents (\$336,306.00); and

WHEREAS, this is a State and/or County approved price by way of the Bidding Process; and

WHEREAS, pursuant to Section 6-C of the General Municipal Law, the Town Board of the Town of Marcellus has created, by means of a resolution, a highway equipment reserve fund known as "Equipment" for purposes of funding the purchase of equipment in the Town of Marcellus; and

WHEREAS, such fund has been maintained in accordance with Section 10 of the General Municipal Law; and

WHEREAS, the Town Board of the Town of Marcellus is desirous of expending monies from the equipment fund of the Town of Marcellus and for the purchase of the aforementioned 2026 Western Star 47X Chassis per specs with new Tenco plow and body package for use by the Town of Marcellus Highway Department in the physical betterment and improvement of the Town; and

WHEREAS, said truck shall be purchased from Tracey Road Equipment, at a purchase price of Three Hundred Thirty-Six Thousand Three Hundred Six Dollars and 00/100 Cents (\$336,306.00) using monies from the equipment fund.

NOW THEREFORE, BE IT RESOLVED, the Town of Marcellus Town Supervisor is hereby authorized to enter into an agreement to acquire a 2026 Western Star 47X Chassis per specs with a new Tenco plow and body package, at a price not to exceed Three Hundred Thirty-Six Thousand Three Hundred Six Dollars and 00/100 Cents (\$336,306.00), from Tracey Road Equipment; and

BE IT FURTHER RESOLVED that the sum of Three Hundred Thirty-Six Thousand Three Hundred Six Dollars and 00/100 Cents (\$336,306.00), from the equipment fund, be designated for expenditure in furtherance of the acquisition of a 2026 Western Star 47X Chassis per specs with new Tenco plow and body package; and

BE IT FURTHER RESOLVED, that this resolution is subject to permissive referendum as provided in Article 7 of the Town Law; and

BE IT FURTHER RESOLVED, that pursuant to Section 90 of the Town Law, that within ten (10) days from the date of this resolution the Town Clerk shall post and publish a notice which shall set forth the date of the adoption of the resolution, shall contain an abstract of said resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to a permissive referendum, and shall publish such notice in the "Marcellus Press-Observer," a newspaper published in Onondaga County having general circulation in the Town of Marcellus, and in addition thereto that the Town Clerk shall post or cause to be posted on the sign board of the Town of Marcellus, a copy of such notice within ten (10) days after the date of adoption of this resolution.

Said resolution was offered by Councilor _____ and seconded by Councilor _____.

VOTE:	Laurie Stevens	Aye/No
	Jeff Berwald	Aye/No
	Percy Clarke	Aye/No
	Gabe Hood	Aye/No
	Terry Hoey	Aye/No

Resolution duly adopted.
Dated: August 6, 2025

Town of Marcellus
22 East Main Street, Marcellus NY 13108
Codes 315-673-3269 ext. 4

7/30/2025

It is the Codes Officers interpretation that the fence permit approved, and certificate of compliance issued to 2425 Amidon Drive is in compliance with the Town of Marcellus zoning law.

John Houser

Town of Marcellus Codes

John Houser

From: John Houser <barracuda.9@icloud.com>
Sent: Thursday, July 31, 2025 1:52 PM
To: John Houser



Sent from my iPhone

Account#	Account Description	Fee Description	Qty	Local Share
A2544			1	0.00
	Dog Licensing	Female, Spayed	23	207.00
		Female, Unspayed	2	34.00
		Male, Neutered	17	153.00
		Male, Unneutered	3	51.00
		Replacement Tags	1	2.00
		Sub-Total:		\$447.00
A2545	Misc. Fees	Certified Copies - Marriage	5	50.00
	Passport	Passport	3	105.00
		Sub-Total:		\$155.00
A2590	Conservation	Conservation	9	24.39
	Marr. Lic	Marriage Licensing Fees	4	70.00
	Permit Fees	Trash Permit-truck	1	40.00
		Sub-Total:		\$134.39
B2110	Building	Building	11	1,586.00
	Plan & Zone	Zoning Fees	1	75.00
		Sub-Total:		\$1,661.00
		Total Local Shares Remitted:		\$2,397.39
Amount paid to:	NYS Ag. & Markets for spay/neuter program			55.00
Amount paid to:	NYS Environmental Conservation			843.61
Amount paid to:	State Health Dept. for Marriage Licenses			90.00
Total State, County & Local Revenues:	\$3,386.00	Total Non-Local Revenues:		\$988.61