

MARCELLUS TOWN BOARD AGENDA
April 11, 2016

CALL TO ORDER

SALUTE TO FLAG

- I. Accept Town Clerk's minutes of previous meetings.
- II. Audit of Bills
- III. Old Business
 - A) Susan Mezey –Pavilion Request
 - B) Peddlers Permits
 - C) Flags in Cemetery – Resolution
 - D) Metal Detectors in Marcellus Park
 - E) Change Time of Workshop Meeting
- IV. New Business
 - A) E-Waste Recycling
 - B) Resident Request – Speed Limit
 - C) Information - Consensus
 - D) Information – Sewer System
 - E) Request – Waive Notification – Liquor License
 - F) Fire Inspection Report – Town Hall
 - G) Solar Regulations – Draft – Discussion
 - H) Home Repairs for Elderly – Discussion
 - I) Authorize Supervisor To Sign Community Development Grant
 - J) Authorize Supervisor to sign and approve Annual Storm Water Report

Discussion Agenda

- A. Items from the Board
- B. Items from the Floor

Adjournment

NOTE: This is a tentative agenda and is subject to change.

Future Meeting Dates:

Thursday – April 28, 2016 – Town Board Workshop Meeting – 5:30 pm – Town Hall
Thursday – May 5, 2016 – Planning/Zoning Board Meeting – 7:00 pm – Town Hall
Monday – May 9, 2016 – Town Board Meeting – 7:00 pm – Town Hall

February 20, 2016

COPY TO

Town Board of Marcellus
Town of Marcellus
24 E. Main Street
Marcellus, NY 13108

- SUPERVISOR
- TOWN BOARD
- HIGHWAY
- CODES PB / ZSA
- RECREATION
- ASSESSOR

RECEIVED
FEB 24 2016
MARCELLUS TOWN CLERK

Marcellus Ecumenical VBS is an organization of the four churches of the community (St. Francis Xavier, St. John's Episcopal, First Pre4sbyterian of Marcellus and Marcellus UMC). We run a summer Christian Education program for all the children in the area. The four churches and their members support the program financially and with volunteers.

We have reserved the Creek Hollow area for our program this year for four evenings 6 to 8 pm. We anticipate approximately 40 children pre-school thru 6th grade and several teen assistants. We will have a nurse on duty at all times and in addition to our director approximately 14 to 15 adults.

Mr. Coccia suggested I write to you and ask if you could waive the fee of \$200.00 or at least give us a discount. We would appreciate any assistance you could give us. If you have any questions please call me anytime. My phone number is 214-5417.

Thank you for your consideration.

Sincerely,

Susan Mezey

TOWN OF MARCELLUS

PROPOSED LOCAL LAW NO. D of 2015

**A LOCAL LAW REGULATING SOLICITATION, PEDDLING AND HAWKING
WITHIN THE TOWN OF MARCELLUS**

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

SECTION 1. AUTHORITY

This local law is enacted pursuant to the New York State Constitution, New York Municipal Home Rule Law § 10.

SECTION 2. LEGISLATIVE INTENT

The purpose of this Local Law is to preserve the public peace and good order in the Town of Marcellus and to contribute to the public welfare and good order of its people by enforcing certain regulations and restrictions, which shall include registration and application obligations on hawkers, solicitors and peddlers in order to prevent fraud, crime and unethical and dishonest business practices within the Town of Marcellus and to protect the residents from such conduct.

SECTION 3. DEFINITIONS

APPLICANT – The individual who has registered or is about to register to act as a solicitor, peddler or hawker in the Town of Marcellus.

BUSINESS – The business carried on by a person who is a solicitor, peddler or hawker seeking to sell merchandise, services or take orders for such by traveling door to door and entering the boundaries of residential areas, including multi-family buildings, condominiums and similar places where people reside.

CANVASSER – One who attempts to make personal contact with a person at his or her residence within the Town of Marcellus and without his or her prior consent, to:

1. Request or attempt to induce or persuade any person to support a particular charitable, educational, civic, ~~patriotic~~, political, benevolent, religious or philanthropic project or cause;
2. Seek or ask for a gift or donation for a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c)(3);
3. Sell goods, wares, merchandise, tickets, articles, services, publications, advertisements, subscriptions or things of any kind or value, with the entire proceeds of such sale to be paid directly to or used exclusively for the

benefit of a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c)(3);

4. Personally deliver a handbill or flyer advertising a future event, activity, good or service that is noncommercial in nature or otherwise not-for-profit.

GOODS – Merchandise of any description, including but not limited to wares, foodstuffs and services provided to utilize goods.

HAWKING – The selling or offering for sale of any goods, wares, merchandise or services on the street by outcry or by attracting the attention of persons by exposing goods in a public place, or by placards, labels or signals.

PEDDLER – Any person who shall engage in peddling, as hereinafter defined.

PEDDLING – The selling or offering for sale of any goods, wares, merchandise or services for immediate delivery, which the person selling or offering for sale carries with him in traveling or has in his possession or control upon any of the streets or sidewalks or from house to house within the Town of Marcellus.

PERSON – Any natural person, association, partnership, firm, corporation, limited liability company, joint venture or any other form of business organization or entity.

RESIDENCE – Every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure located within the Town of Marcellus.

SOLICITING – The seeking or taking of contracts or orders for any goods, wares, merchandise or services for future delivery; or for contracts or orders or subscriptions of any kinds; or donations, gifts or contributions of any kind, including money, clothing or any other valuable things, upon any streets or sidewalks or from house to house within the Town of Marcellus.

SOLICITOR – Any person who shall engage in soliciting, as hereinabove defined.

TOWN – The Town of Marcellus, New York.

TOWN BOARD – The Town Board of the Town of Marcellus.

SECTION 4. REGISTRATION REQUIRED

No person shall engage in soliciting, peddling or hawking within the Town without first registering with the Town Clerk or an authorized representative of the Town.

SECTION 5. REGISTRATION FEES

No registration shall be accepted under this Local Law except upon payment of the established fee to the Town Clerk. The amount of such fee shall be established from time to time by resolution of the Town Board.

SECTION 6. APPLICATION REQUIREMENTS

A. Every person desiring to engage in soliciting, peddling or hawking in the Town shall first register, under oath, with the Town Clerk. Upon such application, such person shall give the following information:

1. The name, address, telephone number and birth date of the applicant;
2. Prior convictions of a crime, misdemeanor or violation of any ordinance, the nature, place and date of such offense and disposition of same;
3. The name, address and telephone number of the person for whom the applicant works and a letter appended to the application authorizing the applicant to represent the person the applicant purports to represent, if any;
4. The type or types of article, device, subscription, contribution, service or contract which the applicant desires to sell or for which the applicant wishes to solicit within the Town;
5. The dates and locations of soliciting, peddling or hawking;
6. The type of vehicle the applicant will be using while in the Town and its license number; and
7. Such other business and personal information as the Town Board finds reasonably necessary to protect the public.

B. Where a person makes application for himself or herself and one or more others, all applicable personal information specified above shall be given for each person and an individual registration shall be required for each person.

SECTION 7. EXPIRATION OF REGISTRATION

A registration issued as provided in this Local Law shall automatically expire on January 1st following the date of issuance, but such registration may specifically state and provide for a specific expiration date.

SECTION 8. ASSIGNMENT OF REGISTRATION

A registration as provided in this Local Law shall not be assignable. Any person who holds such registration who permits it to be used by any other person and any person who uses a registration granted to it by another person shall each be guilty of a violation of this Local Law.

SECTION 9. PROOF OF REGISTRATION

Every person registered pursuant to this Local Law shall carry the registration with him or her and shall exhibit the same upon demand.

SECTION 10. DENIAL OR REVOCATION REGISTRATION

A. Registration may be denied or revoke for any of the following reasons:

1. Fraud, misrepresentation or any false statement made in furnishing the information required by this Local Law;
2. Fraud, misrepresentation or any false statement made in the course of conducting the activities for which the person is registered;
3. Any violation of this Local Law;
4. Conviction of the registration holder of any felony or crime involving moral turpitude;
5. Conducting the soliciting, peddling or hawking in an unlawful manner or in such manner as to constitute a breach of the peace or to be a threat to the health, safety or general welfare of the people of the Town.

B. Any person whose registration has been denied or revoked shall be entitled to appear, with counsel, if desired, before the Town Board of the Town, at a regular or special meeting, and be heard on behalf of a request for issuance or reinstatement of said registration.

SECTION 11. DAY AND HOUR LIMITATIONS

Except upon invitation from or an appointment with a particular resident, no person shall engage in soliciting, peddling or hawking during the following times:

- A. At any time on Sundays or national holidays; and
- B. Before 8:00 a.m. or after 8:00 p.m. on any other day.

SECTION 12. PROHIBITED ACTS

- A. No person engaged in soliciting, peddling or hawking shall occupy any of the streets, alleys or sidewalks of the Town for the purpose of soliciting, peddling or hawking, with or without any stand or counter.
- B. No person engaged in soliciting, peddling or hawking shall enter upon premises for the purpose of soliciting, peddling or hawking which are posted with signs indicating that soliciting, peddling or hawking thereon is prohibited.
- C. No person engaged in soliciting, peddling or hawking shall refuse to leave the premises owned, leased or rented by another after having been notified by the owner or occupant of such premises, or his agent, to leave the same and not return to such premises.
- D. No person engaged in soliciting, peddling, hawking or canvassing shall falsely or fraudulently misrepresent the quantity, character or quality of any good, merchandise or article offered for sale or offer any unwholesome, tainted or diseased provisions of any good merchandise or article.

SECTION 13. SALES ON TOWN PROPERTY

Notwithstanding any other provision of this Local Law, no person shall sell merchandise at any public function held in the Town or on lands owned by the Town without first obtaining written permission thereof from the Town Board; and the Board may, from time to time, adopt rules and regulations concerning such sales.

SECTION 14. EXEMPTIONS FROM REGISTRATION REQUIREMENTS

The following persons are exempt from the registration requirements of this Local Law:

- A. Persons 18 years of age or under engaged in selling or soliciting the sale of goods or services for educational, non-profit or religious purposes.
- B. Persons who act solely as canvassers within the Town of Marcellus as defined herein.

SECTION 15. RECORDS; SUPERVISION

The Town Clerk shall keep a record of all registrations made under this Local Law, including the number and date of each registration, and the name, age and residence of each registered person, and the Town Clerk shall supervise the activities of all registered persons.

SECTION 16. PENALTIES AND ENFORCEMENT

- A. Any person violating the provisions of this Local Law shall be guilty of an offense and, upon conviction thereof, shall be punishable by a fine of not more than \$250 or imprisonment for not more than 15 days, or both such fine and imprisonment. Each day's continuation of the offense shall be considered a separate punishable offense.

B. In addition or as an alternative to the above provided penalties, the Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this Local Law.

C. In addition, any person who violates any provision of the foregoing may be subject to a loss of registration privilege herein granted.

SECTION 17. SEVERABILITY

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 18. EFFECTIVE DATE

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

TOWN OF MARCELLUS
24 East Main St.
Marcellus, NY 13108

**VERIFICATION OF REGISTRATION FOR
SOLICITATION, PEDDLING, AND HAWKING**

Applicant Name:

Company Name:

Service or Goods Offered:

Description of Vehicle:

License Number and State:

No person shall engage in soliciting, peddling or hawking during the following times:

- 1. At any time on Sundays or National Holidays.**
- 2. Before 8:00 a.m. or after 8:00 p.m. on any other day.**

The person named above has registered with the Town of Marcellus, Town Clerk to engage in soliciting, peddling or hawking for the sole purpose identified herein as required by Town of Marcellus Local Law No. ___-2015²⁰¹⁶

Additional information may be obtained by contacting the Town of Marcellus Town Clerk at (315) 673-3269.

This verification is invalid without the raised seal from the Town of Marcellus and an original signature of the authorized representative of the Town of Marcellus.

Date Issued:

Expiration Date:

(seal)

Town Clerk

(Signature and Title)

**** Verification of Registration is not an endorsement by the Town of Marcellus of the products or services being offered.**

TOWN OF MARCELLUS
SOLICITATION, PEDDLING & HAWKING
REGISTRATION APPLICATION

(Ref L.L. # ____-2015)
2616

Please Expect 48 Hours for Processing

Applicant Name: _____ D.O.B. _____

Permanent Address: _____

Local Address: _____

Telephone # _____

*****PHOTO ID REQUIRED***** (attach copy)

List any and all convictions of a crime (felony or misdemeanor) or violation of any ordinance: (If none, state "none." Attach additional sheets if necessary.)

<u>Nature of Offense</u>	<u>Place of Offense</u>	<u>Date of Offense</u>	<u>Disposition</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Company Name: _____ Telephone # _____

Address: _____

Attach original letter from the company or person authorizing the applicant to represent the person or company the applicant purports to represent. (Letter must include names of all individuals to be soliciting.)

Letter attached: Yes _____ No _____

Type or types of article, device, subscription, contribution, service or contract applicant desires to sell or solicit. (Be specific.)

Dates of Soliciting, Peddling & Hawking: (Be specific) _____

Additional Information: _____

Verification By Subscription and Notice

Under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

***Affirmed under penalty of perjury this**

_____ day of _____, 20____.

(Applicant)

TOWN OF MARCELLUS
SOLICITATION, PEDDLING & HAWKING
REGISTRATION APPLICATION
(Ref. L.L. # ___-2015)

Appendix A

(Use separate sheet for each person registered)

Applicant Name: _____ D.O.B. _____

Permanent Address: _____

Local Address: _____

Telephone # _____

*****PHOTO ID REQUIRED***** (attach copy)

List any and all convictions of a crime (felony or misdemeanor) or violation of any ordinance: (If none, state "none." Attach additional sheets if necessary.)

<u>Nature of Offense</u>	<u>Place of Offense</u>	<u>Date of Offense</u>	<u>Disposition</u>
--------------------------	-------------------------	------------------------	--------------------

Company Name: _____ Telephone # _____

Address: _____

Attach original letter from the company or person authorizing the applicant to represent the person or company the applicant purports to represent. (Letter must include names of all individuals to be soliciting.)

Letter attached: Yes _____ No _____

Type or types of article, device, subscription, contribution, service or contract applicant desires to sell or solicit. (Be specific.)

Type of Vehicle Used: _____

Description of Vehicle: _____

License # and State: _____

Type of Vehicle Used: _____

Description of Vehicle: _____

License # and State: _____

Additional Information: _____

Verification By Subscription and Notice

Under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

***Affirmed under penalty of perjury this**

_____ day of _____, 20_____.

(Applicant)

When should small flags displayed on graves on Memorial Day be removed?

Category:
Cemetery Flags

Question:
When should small flags displayed on graves on Memorial Day be removed?

Answer:
All Legion posts should follow the practice of removing flags from veterans' graves as soon as possible after Memorial Day.



[View more flag questions](#)

- When should they be removed?

Town of Marcellus Parks and Recreation Department

24 East Main Street
Marcellus, NY 13108
phone: 673-3269 ext. 2
fax: 673-9102
email: park_rec@marcellusny.com

June 2015 – Present

Recently, the Parks & Recreation department has received some complaints about large holes dug by metal detectors in Marcellus Park. We do not have a formal policy for metal detecting but action needs to be taken. Metal detecting poses a health and safety risk because large holes have been dug throughout the park, especially near the children's' playground. Citizens may fall or trip in a hole and injure themselves. These holes also cause unnecessary work for the park employees who have to refill them. Also, there are several wires and pipes that run underground that, if damaged, would cause a lot of damage to our park utilities and would be costly. The Parks and Recreation departments of the Town of Camillus, Town of Dewitt, Town of Onondaga, Town of Geddes and Onondaga County were all contacted regarding their park policies on metal detecting. It was reported that some of their residents have been seen metal detecting around the playgrounds, but the Towns do not have specific policies or permits pertaining to metal detecting because no problems have arisen.

After conducting some research on the matter, two metal detecting permits listing terms and conditions have been found online issued by the New York State Office of Parks, Recreation and Historic Preservation. In addition, Onondaga Lake Park has its own metal detector permit that we can also use as a reference. A packet of the rules and regulations that govern the conduct of New York State's public property has also been included (see page 10). Marcellus Park needs to have a metal detecting permit that states the conditions under which citizens are allowed to metal detect within our park limits. This will ensure that citizens and the park itself remain safe and enjoyable for everyone.

Sincerely,

Phil Coccia
Marcellus Parks & Recreation Director



Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

New York State Office of Parks, Recreation and Historic Preservation

Central Region • 6105 East Seneca Turnpike, Jamesville, New York 13078
315-492-1756 Fax: 315-492-3277
www.nysparks.com

METAL DETECTOR APPLICATION / PERMIT - \$10.00

NAME: _____
ADDRESS: _____
TELEPHONE: (____) _____

This Metal Detector Permit, when completed and signed by the permittee and approved by the NYS Office of Parks, Recreation and Historic Preservation, authorizes the use of a metal detector at **NEW YORK STATE PARKS IN THE CENTRAL REGION**. Wading is permitted in the **SANDY BEACH AREAS ONLY** (please refer to # 7-special conditions below).

This permit shall be effective from: 1/1/____ to 5/15/____
The Tuesday following Labor Day until 12/31/____

THE FOLLOWING CONDITIONS APPLY:

1. Permittee **MUST** carry this permit with them at all times while metal detecting.
2. One applicant per form.
3. Report to the Park Manager or a designated park employee on a daily basis, prior to using the metal detector.
4. Permit authorizes use of metal detector in the **SANDY BEACH** area only of the Parks on the reverse side of this permit and is limited to daylight hours only.
5. Report all findings daily to the Park Manager or park staff. Coins may be kept. Other items found must be turned into the Park office as they may be listed as lost items.
6. The permittee shall not disturb other patrons or interfere with their activities. The permittee agrees to assume responsibility for any injury or property damage resulting from his/her use of a metal detector under this permit.
7. Any tool used to remove objects from the sand shall have a digging surface or blade no longer than 1-1/2" wide and 6" long. The permittee will restore the surface of the beach to original condition when digging is finished.
8. Any items of trash uncovered by the permittee will be disposed of, following the "carry in - carry out" program, as listed on the reverse side of this permit.
9. **Special Conditions:** Permittee is authorized to wade in water up to a depth of 3 feet in the **BATHING AREA ONLY** and must be accompanied by one other person. This condition applies to all parks listed on the reverse side, **EXCEPT Selkirk Shores and Sandy Island Beach. WADING IS NOT PERMITTED AT SELKIRK SHORES OR SANDY ISLAND BEACH FOR ANY REASON.**

PERMITEE'S SIGNATURE

DATE

REGIONAL DIRECTOR -OR- PARK MANAGER

DATE

Receipt # _____

(REV 9/2013)

NAME/LOCATIONPERSON IN CHARGE

BOWMAN LAKE
745 Bliven-Sherman Rd.
Oxford, NY 13830

BARRY BETTS
(607) 334-2718

CHENANGO VALLEY
153 State Park Rd.
Chenango Forks, NY 13746

MIKE BOYLE
(607) 648-5251

DELTA LAKE
8797 State Route 46
Rome, NY 13440

LAURA TULLY
(315) 337-4670

GILBERT LAKE
18 CCC Road
Laurens, NY 13796

TOM GOETZMANN
(607) 432-2114

GLIMMERGLASS
1527 County Hwy 31
Cooperstown, NY 13326

RICH SHECKELLS
(607) 547-8662

GREEN LAKES
7900 Green-Lakes Rd.
Fayetteville, NY 13066

JIM SEMAR
(315) 637-6111

OQUAGA CREEK
5995 County Highway 20
Bainbridge, NY 13733

JOSH SEUFERT
(607) 467-4160

SANDY ISLAND BEACH
County Route 15
Pulaski, NY 13142

SHELLY WILMOTT
(315) 387-2657

SELKIRK SHORES
7101 State Route 3
Pulaski, NY 13142

GORDON BETTS
(315) 298-5737

VERONA BEACH
Route 13
Verona Beach, NY 13162

JOE MORISETTE
(315) 762-4463

"CARRY-IN - CARRY-OUT" PROGRAM - Visitors are responsible to carry out everything that was brought in. Trash containers are not provided.

METAL DETECTOR PERMIT

COST: \$

TO: PATRON'S NAME
STREET ADDRESS
CITY, STATE
Home Phone:

Cell Phone:

This permit, when completed and signed by the permittee and approved by the Office of Parks, Recreation and Historic Preservation, authorizes the use of a metal detector by the Permittee at the State Park named subject to the terms and conditions stated on the reverse side of the permit. The use of metal detectors is prohibited in ALL New York State Historic Sites.

This permit will be in effect for the period:

From:

I, the undersigned, hereby agree to the Terms and Conditions on the reverse side of this Permit:

PERMITTEE SIGNATURE

DATE

(OFFICE USE ONLY)

PERMIT # _____

AMOUNT PAID: \$ _____

PAYMENT BY CHECK NUMBER _____

CASH _____

PARK REPRESENTATIVE SIGNATURE

DATE

PARK:
ADDRESS:

PHONE:

TERMS AND CONDITIONS

PURPOSE OF THIS PERMIT: METAL DETECTOR SEARCHING

PARK:

PARK AREA:

TIME:

CONDITIONS:

1. The permittee shall not disturb other park patrons or interfere with their activities.
2. The metal detector shall not be used in landscaped areas, lawns or flowerbeds and digging shall not be permitted in these areas or around trees or shrubbery.
3. Any tool used to remove objects from the ground shall have a digging surface or blade no longer than 1 1/2" wide and 6" long. The permittee will immediately restore the surface to its original condition.
4. Under section 252 of the Personal Property Law, all personal property of the value of ten dollars (\$10.00) or more shall be returned to the owner or deposited with the Park Police.
5. Any items of trash uncovered by the permittee will be placed in a trash receptacle.
6. This permit does not authorize the excavation of archeological objects. Any archeological objects located by the permittee shall be deposited with Park Employees.
7. Permittee agrees to assume responsibility for any injury or property damage resulting from the acts, omissions, neglect or misconduct of permittee.
8. Permittee must present a copy of this permit to park personnel upon request.
9. **Special Conditions:** _____

cc: Park Police
Park Manager

Joanne M. Mahoney
County Executive
William Lansley
Commissioner
Dale Grinolds
Park Superintendent
OnondagaCountyParks.com

106 Lake Drive, Liverpool, New York 13088
Voice: (315) 453-6712 • Fax: (315) 453-6764
Email: olp@ongov.net

Date: _____

METAL DETECTOR PERMIT

Onondaga County Parks is glad to grant you permission to use a metal detector at Onondaga Lake Park with the following conditions:

- You are granted permission to enter only those areas normally open for public use and during normal-open hours (dawn to dusk). This excludes public reserved areas (when in use) and service areas used only by park personnel.
- Metal detectors are not to be used in the Griffin Visitor Center and Long Branch Park's Ballfields.
- There are several underground utilities (electric, gas, etc.). Do not dig around these obvious areas.
- Removal of detected objects must be confined to small items such as coins which can be removed with the point of a knife or other similar tool.
- Replace/repair any turf damage.
- You must have this permit on your person when using this device to show any Park Ranger or Park employee.
- Permit must be renewed annually.

SPECIAL REGULATIONS AND CONDITIONS: _____

Onondaga County Parks Official: _____

Copy of Driver's License: _____

TOWN OF MARCELLUS
Electronics Recycling Quote

Submitted By: Regional Computer Recycling & Recovery

2016

rechar





3/31/2016

Mike,

We are pleased to submit the following proposal for eWASTE recycling from your collection event.

RCR&R QUALIFICATIONS:

Regional Computer Recycling & Recovery has a complete understanding of the scope of work and is committed to performing the work within the time periods established. We are the best choice to execute this contract because:

- RCR&R is the only New York based electronic recycler to be R2, RIOS and NAID Certified.
 - RESPONSIBLE RECYCLER CERTIFICATION R2 #C2011-01650
 - RIOS Certification # C2011-01649
 - NYS DEC Electronics Recycler Registered #00138
- RCR&R is NAID AAA Certified for Data Destruction
- RCR&R is a NYS LICENSED DATA DESTRUCTION CONTRACTOR #15810066000
(In New York State, data destruction is a licensed occupation.)
- RCR&R complies with all EPA guidelines for recycling and disposal of electronics.
 - EPA #NYR000169862**
 - NYCRR Part 364 Permit Number #8A-934**
- RCR&R operates a Victor, NY based, 18 acre electronic recycling complex with a large-scale (100,000-sq. ft.) facility with over 100 full time employees where electronics are sorted, consolidated and processed for re-use and/or material recovery. In addition, RCR&R operates consolidation facilities in Scotia, NY and Ossining, NY.

ACCEPTABLE EQUIPMENT:

All Covered Electronics (CEE) under the New York State Electronic Recycling and Reuse Act (PLEASE REFERENCE THE ACCEPTABLES ATTACHMENT)

PROPOSAL DETAILS:**CRT Televisions, CRT Monitors, DLP and Projection Televisions**

-.35 lb. Charge**

Non CRT electronics covered under the NYS Electronics Recycling & Reuse ACT

-All other CEE accepted at no charge

Logistics

-Packing supplies and drop trailer – No Charge

Reporting

-Certificates of Recycling and Inventory Summary detailing the weights and/or quantity of equipment types collected for each batch processed.

**A trailer load of electronics is going to be around 20,000 lbs. Using average % of incoming CRTs, there would be 14,000 lbs of chargeable equipment

Total estimated cost per trailer - \$4900

The Town is free to charge residents who wish to recycle CRT's, DLP & Projection units. The Town would be responsible for managing the collection system. RCR&R can assist with price setting guidelines. The Town may also exclude residents from bringing CRT's, however would still be responsible to cover the cost if they came in.

Sincerely,

Scott Pastorell
Client Services Operations Manager

RECEIVED
MAR 23 2016
MARCELLUS TOWN CLERK

DALE R. VIDLER
2849 PLEASANT VALLEY Rd.
MARCELLUS, N.Y. 13108
673-3590
MARCH 23, 2016

KAREN POLLARD
TOWN SUPERVISOR OF MARCELLUS
MARCELLUS, N.Y. 13108

DEAR KAREN,

I AM WRITING THIS LETTER TO REQUEST THAT THE SPEED LIMIT ON PLEASANT VALLEY Rd, MARCELLUS BE REDUCED FROM 55mph TO 35mph IN THE SECTION FROM WHERE THE CURRENT 35mph SPEED LIMIT ENDS, TO THE INTERSECTION OF GARDNER Rd. THE REASON FOR REQUESTING THIS SPEED CHANGE IS DUE TO THE INCREASE IN TRAFFIC, LIMITED SHOULDER SPACE ALONG THE ROAD PLUS THE RECENT ADDITION OF THE GUARD RAILS WHICH FURTHER LIMITS THE SHOULDER SPACE WHEN WALKING. THERE ARE QUITE A FEW TRACTOR TRAILORS AND OTHER LARGE TRUCKS TRAVELING THIS ROAD. THERE ARE SEVERAL CURVES ALONG PLEASANT VALLEY Rd MAKING IT DIFFICULT AND UNSAFE WHEN WALKING. DURING THE WARMER WEATHER THERE IS A HEAVY BICYCLE TRAFFIC ON THE ROAD PLUS THERE ARE A NUMBER OF SMALL CHILDREN LIVING IN THIS SECTION.

Thank you for your consideration
Dale R. Vidler

FINAL

Town of Van Buren
Resolution of the Town Board

Date: March 15, 2016

Whereas, Consensus, the Commission of Local Government Modernization issued its' preliminary report and committee recommendations in January 2016; and

Whereas, the Consensus Commission issued some 51 recommendations covering infrastructure, public safety, municipal operations, economic development and governance, including a proposal to merge city and county governments; and

Whereas, the Consensus Commission has solicited public comment and feedback; and

Whereas, we, the elected officials of the Town of Van Buren are charged with operating our Town and delivering the services our constituents need and expect through local home rule; and

Whereas, the Town of Van Buren has been a leader in Onondaga County for consolidation and shared services having merged the post of Tax Receiver with the Town Clerk; created an assessment CAP with the Town of Lysander; contracted with the Town of Camillus for dog control services; share a comptroller with the Town of Salina; merged our Zoning and Planning Boards and by merging four (4) fire districts; and

Whereas many of the Consensus recommendations have some merit; and

Whereas, the City of Syracuse, County of Onondaga and the numerous Towns and Villages currently have the ability and authority to adopt and implement many of these desired recommendations in and amongst themselves; and

Whereas many of the ills that have fallen on the City of Syracuse and Onondaga County have come about due to national and state level practices which inhibit growth, expansion and prosperity in all fashions; and

Whereas the Consensus Commission recommendation to merge the City and County governments and to infer that this will reverse these trends is illogical and ill-conceived; and

Whereas schools and education have purposely been avoided in this report; and

Whereas it has been mentioned by a Commission member that a coterminous, common city/county boundary could be utilized with a metro government structure, we as the elected officials in a rural town know this would result in many negative impacts for most towns in the county by way of curtailing what are currently legal uses of rural property such as hunting, trapping, and shooting, not to mention potential impacts on agriculture and farming; and

Whereas the 80 page Consensus Report does not provide any financial justification and raises far more questions than it provides in answers,

NOW THEREFORE, let it be known that the Town of Van Buren Town Board is unanimously opposed to the concept of a merged city/county government as presented.

Reply
 Reply All
 Forward

 Junk
 Close

- Mail
- Calendar
- Contacts
- Deleted Items (15)
- Drafts [1]
- Inbox (1)
- Junk E-Mail [4]
- Sent Items

Click to view all folders

Manage Folders...

FW: AOT report

Coogan, Mary Ann [mcoogan@townofcamillus.com]

Sent: Monday, March 28, 2016 8:22 AM

To: Andy Ohstrom, Lafayette [lafayettesupervisor@cnyemail.com]; Bill Lund [Tullysupervisor@cnyemail.com]; Carole Marsh [cmarsh3877@gmail.com]; Christopher Kozub [spaffordsupervisorelect@gmail.com]; Claude Skyes [Supervisor@townofvanburen.com]; Damian Ulatowski [Supervisor@townofclay.org]; Ed Michalenko [Supervisor@townofdewitt.com]; Ed Theobald (etheobald@TownofManlius.org); Jim Lanning [jlanning@townofskaneateles.com]; Joe Saraceni (supervisor@townoflysander.org); Ken Bush Jr. [kenbushjr@gmail.com]; Kerry Mannion [kmannion@usa.net]; Manny Falcone [Supervisor@townofgeddes.com]; Mark Nicotra [mnicotra@salina.ny.us]; Mark Venesky [mvenesky@ciceronewyork.net]; Coogan, Mary Ann [mcoogan@townofcamillus.com]; Melanie Vilardi [mvilardi@twcny.rr.com]; Karen Pollard; Tom Andino [superv1@townofonondaga.com]; Wayne Amato [wsamato@gmail.com]

Attachments: Consensus - Fiscal Distres~1.pdf (67 KB) [Open as Web Page]; Consensus Analysis.pdf (66 KB) [Open as Web Page]; Consensus - Onondaga Levies.pdf (44 KB) [Open as Web Page]

All,

Please see attached. Mark your calendars for April 19th meeting, Syracuse Mayor Stephanie Miner is our speaker, I will send a reminder as the date gets closer.

Mary Ann

From: Theobald, Ed [mailto:etheobald@TownofManlius.org]
Sent: Friday, March 25, 2016 10:45 AM
To: Coogan, Mary Ann
Subject: AOT report

Mary Ann:

Chris Anderson from the AOT sent the attached information to me regarding some of the AOT's concerns with the Consensus report that shows some inaccuracies from the report. Thought we could share this with our Supervisors.

Thanks,
Ed

Comptroller Fiscal Distress Scores for Towns in Onondaga County

Town	Fiscal Stress Designation	Fiscal Score 2015	Fiscal Score 2014	Fiscal Score 2013	Environmental Score	2015 Score	2014 Score
Camillus	No Designation	6.30%	6.30%	18.80%	7.50%	Flat	Down
Cicero	No Designation	15.80%	15.80%	19.20%	2.50%	Flat	Down
Otisco	No Designation	0.00%	0.00%	3.30%	21.70%	Flat	Down
Skaneateles	No Designation	0.00%	0.00%	12.50%	27.50%	Flat	Down
Fabius	No Designation	15.80%	9.60%	15.80%	9.20%	Up	Down
La Fayette	No Designation	15.80%	9.60%	12.90%	0.00%	Up	Down
Salina	No Designation	6.30%	0.00%	3.30%	7.50%	Up	Down
Manlius	No Designation	0.00%	0.00%	0.00%	7.50%	Flat	Flat
Onondaga	No Designation	6.30%	6.30%	6.30%	7.50%	Flat	Flat
Van Buren	No Designation	0.00%	0.00%	0.00%	10.00%	Flat	Flat
Spafford	No Designation	22.50%	19.20%	19.20%	7.50%	Up	Flat
DeWitt	No Designation	3.30%	6.30%	3.30%	2.50%	Down	Up
Geddes	No Designation	16.70%	19.20%	3.30%	6.70%	Down	Up
Tully	No Designation	14.60%	22.50%	19.20%	12.50%	Down	Up
Lysander	No Designation	19.20%	19.20%	16.30%	7.50%	Flat	Up
Clay	No Designation	12.50%	6.30%	3.30%	22.50%	Up	Up
Elbridge	No Designation	10.00%	9.60%	6.30%	27.50%	Up	Up
Pompey	No Designation	25.40%	19.20%	3.30%	7.50%	Up	Up
Marcellus	No Designation	10.00%			27.50%		

I am operating under the assumption that the Consensus initiative is about increasing the funding base for the City of Syracuse and not about better service delivery, cost savings or economies of scale. I assume Consensus had a preconceived solution and that their report seeks to justify that answer; namely, unigovernment for the City of Syracuse and Onondaga County. This report comes very close to the text book definition of fear mongering. Make no mistake, a unified city/county will increase taxes for residents outside of Syracuse.

See Consensus – Onondaga Levies Spreadsheet for the data that informs the following statements.

1. The cost drivers for property taxes in municipalities in Onondaga County are schools. School taxes constitute 60% of the property tax burden. Any initiative that does not include school taxes is not going to be a solution to high property taxes in the county.
2. If we assume that the Consensus report's estimate that \$20 million dollars can be saved by adopting its recommendations, any such savings will be consumed by the organic increase in the combined levies for municipalities in the county. From 2010 to 2014, the county saw an aggregate increase of 9.46%. The annual aggregate increase in 2011, 2012 and 2014 each exceeded the projected savings.

Conclusion: If the price for consolidation is local control, accountability and responsiveness, the benefit should be more than a single year savings of 2%.

Title: "Options Report & Preliminary Committee Recommendations" January, 2016

"294th in economic performance" Pg. 1

This statement should not be read as cast by the report, a pejorative, but as Syracuse has a "growth rank" of 294 out of the top 300 global metropolitan areas and among the top 80 domestic metropolitan areas based on economic growth. The Brookings report is laudatory, which is the exact opposite of how this element is projected by Consensus.

"Too many residents have left." Pg 1.

Onondaga county saw a 1.9 percent increase from 2000 to 2010, which places them at number 24 in terms of county population growth and 0.6 percent above the average. Population has continued to grow since the last decennial census. (If we move the marker back 20 years or 30 years, the county has been static, it has seen a 0.6 percent decrease and a 0.6 percent increase, respectively). The report had to reach back 40 years to frame their population statistic

15 of 19 towns face projected deficits based on current spending / revenue trends.

Not a single town in Onondaga County was found by the Comptroller's office of being in a state of fiscal distress or even susceptible to fiscal distress. In fact the town with the highest fiscal score for the Comptroller's evaluation was less than half of what triggers the lowest category of fiscal distress. The trend for such towns is mixed, in the last two years roughly half have improved or remained flat in their fiscal distress scores; only three (3) towns have seen multi-year increases in their fiscal distress scores. This is a very different picture than the one depicted by the quote, above. Furthermore, the report does not provide time frames or operationalize the terms of this statement.

2014 Levy in Onondaga	% of total Levy	Annual Change	4-yr change	
County	\$207,140,306	21.40%	1.63%	14.57%
Village	\$21,084,159	2.18%	4.95%	18.51%
City	\$33,458,318	3.46%	-0.17%	23.23%
Town	\$126,187,037	13.03%	-0.61%	-0.54%
School	\$580,212,862	59.93%	2.82%	9.11%
Total	\$968,082,682	100.00%	2.04%	9.46%

2013 Levy in Onondaga	% of total Levy	Annual Change	
County	\$203,817,567	21.48%	-1.21%
Village	\$20,089,045	2.12%	0.22%
City	\$33,515,813	3.53%	0.91%
Town	\$126,963,738	13.38%	-4.50%
School	\$564,299,868	59.48%	1.14%
Total	\$948,686,031	100.00%	-0.19%

2012 Levy in Onondaga	% of total Levy	Annual Change	
County	\$206,319,069	21.71%	2.83%
Village	\$20,044,671	2.11%	9.64%
City	\$33,212,083	3.49%	0.00%
Town	\$132,948,160	13.99%	1.06%
School	\$557,928,175	58.70%	2.68%
Total	\$950,452,158	100.00%	2.52%

2011 Levy in Onondaga	% of total Levy	Annual Change	
County	\$200,637,632	21.64%	10.98%
Village	\$18,282,917	1.97%	2.76%
City	\$33,212,083	3.58%	22.32%
Town	\$131,547,962	14.19%	3.68%
School	\$543,390,395	58.61%	2.19%
Total	\$927,070,989	100.00%	4.83%

2010 Onondaga Levy	% of total Levy	
County	\$180,793,742	20.44%
Village	\$17,791,769	2.01%
City	\$27,152,082	3.07%
Town	\$126,874,427	14.35%
School	\$531,766,753	60.13%
Total	\$884,378,773	100.00%

Assuming the report's \$20 million in savings is reliable, it represents 2% of the total property tax levy. The levy change from 2013 to 2014 was 2%. Any such savings will be consumed by organic increases in the combined levies.

JOHN P. CURTIN, MAYOR
PATRICK W. COX, TRUSTEE
SARA N. TALLMAN, TRUSTEE
DAWN M. O'HARA, CLERK
ANTONINO J. PROVVIDENTI, TREASURER
JEFFREY D. BROWN, ATTORNEY



VILLAGE OF MARCELLUS
6 SLOCOMBE AVENUE
MARCELLUS, NY 13108
OFFICE 673-3112
FAX 673-3217
MARBOARD@TWCNY.RR.COM

March 21, 2016

RE: VILLAGE OF MARCELLUS CONSOLIDATED SANITARY SEWER SYSTEM

Dear Resident / Property Owner:

As you are probably aware, the Marcellus Town, Village and School District recently consolidated their sewer districts into one sanitary sewer system, operated under the single control and responsibility of the Village of Marcellus. As part of this consolidation, a new sewer agreement between the Village and the Town was negotiated whereby the Village, on January 1, 2015, assumed control of and responsibility for the sewer infrastructure in Town Sewer Districts #1 and #2, for the next ten years or until December 31, 2024. I might note that a long-term sewer agreement with the Marcellus School District was negotiated in 2013 and will remain in effect until December 31, 2022.

Because of new and ongoing mandates from the NYS DEC, the Village has found it necessary to raise sewer rents, in October 2015 and again in April 2016, although these increases will not be reflected in your town tax bill until January 2017 and again in January 2018. These rate increases have come about because the DEC has mandated that the Village remove phosphorus from the plant's effluent to a level of 1.0 mg/L. Village engineers have told us that this will necessitate an expenditure of approximately \$5.5 million. While a number of improvements to the entire sanitary sewer system were completed in the last several years with the consolidation of the sewer districts, the Village did not expect to have to finance an entire upgrade to the plant as well.

We would also like to update you regarding the sewer system, and several things about which you should be aware.

- Included with this correspondence is a brochure that highlights some of the items that should **NOT** be placed in your household sewer pipes. Please be aware of them. This is particularly true of so-called flushable wipes, which are NOT flushable.
- On the reverse side of this mailing is an explanation of the responsibilities of a homeowner with regard to maintaining the sewer system. Please be aware of the fact that all lateral and side sewer pipes are the responsibility of the homeowner. The Village's responsibility begins at the sewer main, which is usually in the middle of the road.
- Please check out the link on the Village (and Town) websites regarding the sewer system. The Village website link is <http://www.villageofmarcellus.com/village-sewers.html>, and it contains much information for all sewer users.
- In addition to this link, property owners and sewer users should be aware of the contact links on the Village website – <http://www.villageofmarcellus.com/contact.html>. On this page there is a contact phone number and email address for any sewer problems. If you have any concerns about the sewer system, please call the Village and its Treatment Plant Operator, Greg Crysler – 506-9253 or wpcpopper@centralny.twcbc.com

Thank you in advance for reading this correspondence and please feel free to contact the Village if you have any concerns.

For the Village Board,

John P. Curtin, Mayor

cc. Patrick W. Cox, Trustee
Dawn M. O'Hara, Clerk
Jeffrey D. Brown, Attorney

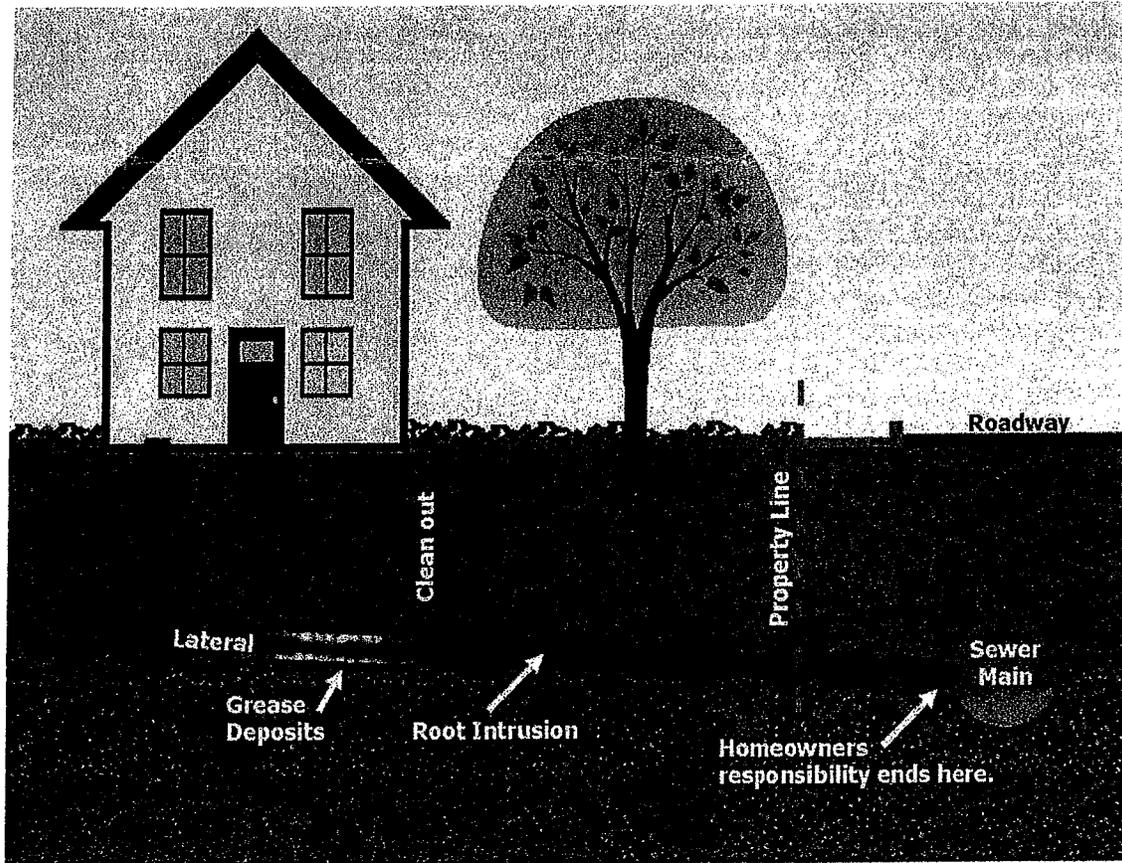
Sara N. Tallman, Trustee
Antonino J. Provvidenti, Treasurer
Greg Crysler, WPCP Operator

HOMEOWNER RESPONSIBILITIES

Did you know that YOU, as a homeowner, have a responsibility with maintaining the sewer system?

Homeowners are required to maintain the lateral from their home, to the main sewer line, typically located in the street, or nearby easement. Maintaining the lateral includes keeping the lateral line flowing and free of debris such as roots, or grease.

The sewer system within the Village of Marcellus Consolidated Sewer District is comprised of a series of underground pipes. Many are publicly owned; however, the sewer laterals are entirely owned by the private property owner they serve. The laterals extend from the building to the mainline within the street (or within an easement at the rear of your home). The laterals typically range from four to six inches in diameter while the District's mainline is typically at least eight inches in diameter. The private property owner is responsible for the entire length of the lateral, which includes that portion that may be located within the public right of way (under the asphalt and street landscaping).



Sewer backups can cause tremendous damage to the interior of a home. In order to minimize these, the Village provides continual maintenance services for the public sewer mainlines.

Unfortunately, sewer laterals are often not maintained by private property owners until a disaster strikes. Out of sight, out of mind is a typical approach to sewer lateral maintenance and operation by many. It is our hope that we can provide you various means of addressing these issues and thus minimize your risk of an overflow entering your home.

The three methods we suggest are:

- 1 Maintain your lateral through proper cleaning, repair, and replacement
- 2 Do not place improper items into the sewer or make improper connections to the sewer
 - a. Keep rainwater out of the sewer lines as it overwhelms the capacity of the sewer lines and may cause sewer spills.
 - b. Do not pour fats, oils, and grease in your drains as these products harden and stick to the inside of the sewer pipes, which build up and may eventually cause a blockage in the sewer pipe.
- 3 Install a backflow preventer and cleanout in your sewer lateral.

Taking these simple steps can help keep the flow going, and prevent costly overflows and damage.

In The Kitchen:

Have a fat free sewer!

GREASE will stick to household and sewer pipes. Over time, grease buildup can block pipes and cause sewage backups. Home garbage disposals don't keep grease out of the plumbing system; they only shred solid material into smaller pieces. Additives that claim to dissolve grease may pass it down the line and cause problems in other areas. Follow these steps to keep things moving along.

DO scrape grease and food scraps from cooking surfaces into a container and put in the trash or compost them.

DO NOT put grease, fats or oil of any type down your drain or garbage disposal.

DO put baskets/strainers in sink drains to catch food scraps and other solids and then empty them in the trash for disposal.

DO NOT put produce stickers down the drain. While small, they don't break down!

IN THE BATHROOM:

Your toilet is not a trash can! Flushing the wrong thing down the toilet damages your household plumbing, your environment and your sewer system. Flush only toilet paper. Use trash can for everything else!

Condoms



Band-Aids



Cotton Balls



Facial Wipes



ALL THESE ITEMS BELONG IN THE TRASH CAN



Tampons



Pads



Cat Litter



Wipes

Thank You,

Village of Marcellus Water Pollution Control Plant

New York, March 30, 2016

Re: **Free Range Food, LLC DBA Valley Inn**
2574 Cherry Valley Turnpike, Marcellus, NY 13108
Request to Waive 30 Day Notification for a Liquor License

RECEIVED
APR 01 2016
MARCELLUS TOWN CLERK

Dear Mrs. Mary Jo Paul & Marcellus Town Board Members,

My name is Gen Harris and I am the representative for the case mentioned above.

This letter is to request a waiver of the 30 day notification period for the applicant referenced above. (Community Board Notice Attached)

We previously notified you of a new liquor license for "Free Range Food, LLC" on **04/08/2015**.
Certified Mail Receipt # **7014-3490-0001-4286-6290**. (Certified Receipt Attached)

A waiver was approved during the April 13th, 2015 board meeting by the Town of Marcellus for Free Range Food, LLC. Thank you

This statement is to certify that there have been *no changes* since our original notification. However, we are sending you a second 30 day notice as required by the NYS Liquor Authority because the previous Community Board Notice has exceeded the one year period.

We respectfully request that if possible, a waiver would be issued for this corporation since all of the other details on the case are staying the same and the town has already previously approved this applicant.

Thank you for your time and attention to this matter. If you have any further questions feel free to contact me at 212.340.8006 or via email info@rezzonatorservices.com.

Best Wishes,



Gen Harris
Representative

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 1 of 2 of Form)

1. Date Notice Was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

- New Application Renewal Alteration Corporate Change Removal Class Change

For **New** applicants, answer each question below using all information known to date.

For **Renewal** applicants, set forth your approved Method of Operation only.

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board:

Applicant/Licensee Information

4. License Serial Number, if Applicable: Expiration Date, if Applicable:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: ,NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

12. Type(s) of Alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

13. Extent of Food Service: Full food menu; Full Kitchen run by a chef or cook Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment:

15. Method of Operation: (Check all that apply)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

16. Licensed Outdoor Area: (Check all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: X *Jennifer Valenti*

**TOWN OF MARCELLUS
PROPOSED LOCAL LAW NO. __ OF 2016**

**A LOCAL LAW TO AMEND THE ZONING CODE OF THE TOWN OF MARCELLUS
TO ADD A NEW ARTICLE REGULATING SOLAR POWER AND ENERGY SYSTEMS
IN THE TOWN**

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

SECTION 1. LEGISLATIVE PURPOSE AND INTENT

The purpose of this Local Law is to permit and regulate the construction of solar energy systems in the Town of Marcellus in a manner that preserves the health, safety and welfare of the Town while also facilitating the production of renewable energy.

SECTION 2. AUTHORITY

This local law is enacted pursuant to the New York State Constitution and New York Municipal Home Rule Law §10.

SECTION 3. SOLAR ENERGY SYSTEM REGULATIONS

The Zoning Code of the Town of Marcellus is hereby amended to add a new Article _____ titled, "SOLAR ENERGY SYSTEMS", as follows:

SECTION _____

SOLAR ENERGY SYSTEMS

§ _____ - _____. Purpose and Intent.

The Town of Marcellus recognizes that solar energy is a clean, readily available and renewable energy source that has become increasingly affordable. The Town of Marcellus has determined that comprehensive regulations regarding the development of solar energy systems are necessary to protect the interests of the Town, its residents, and businesses. This Article is intended to promote the effective and efficient use of solar energy systems; establish provisions for the placement, design, construction, operation and removal of such systems in order to uphold the public health, safety and welfare; and to ensure that such systems will not have a significant adverse impact on the aesthetic qualities and character of the Town.

§ _____ - _____. Applicability.

This Article shall apply to all solar energy systems in the Town of Marcellus that are installed or modified after the effective date of this Article. All solar energy systems that are installed or modified after the effective date of this Article shall be in compliance with all of the provisions hereof.

§ ____ - ____ . Definitions.

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM – A Solar Energy System incorporated into and becoming part of the overall architecture, design and structure of a building in manner that the Solar Energy System is a permanent and integral part of the building structure.

FLUSH MOUNTED SOLAR ENERGY SYSTEM – A Rooftop-Mounted Solar Energy System with Solar Panels which are installed flush to the surface of a roof and which cannot be angled or raised.

GROUND MOUNTED SOLAR ENERGY SYSTEM – A Solar Energy System that is affixed to the ground either directly or by mounting devices and which is not attached or affixed to a building or structure.

NET-METERING – A billing arrangement that allows solar customers to receive credit for excess electricity which is generated from the customer's Solar Energy System and delivered back to the grid so that customers only pay for their net electricity usage for the applicable billing period.

QUALIFIED SOLAR INSTALLER – A person who has skills and knowledge related to the construction and operation of Solar Energy Systems (and the components thereof) and installations and has received safety training on the hazards involved. Persons who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research and Development Authority (NYSERDA), or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), shall be deemed to be qualified solar installers for the purposes of this definition. Persons who are not on NYSEDA's list of eligible installers or NABCEP's list of certified installers may be deemed to be qualified solar installers if the Town Code Enforcement Officer or such other Town officer or employee as the Town Board designates determines such persons have had adequate training to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the installation safely. Such training shall include the proper use of special precautionary techniques and personal protective equipment, as well as the skills and techniques necessary to distinguish exposed energized parts from other parts of electrical equipment and to determine the nominal voltage of exposed live parts.

ROOFTOP-MOUNTED SOLAR ENERGY SYSTEM – A Solar Energy System in which Solar Collectors/Panels are mounted on the roof of a building or structure either as a flush-mounted system or as panels fixed to frames which can be tilted to maximize solar collection. Rooftop-Mounted Solar Energy Systems shall be wholly contained within the limits of the building's or structure's roof surface.

SOLAR ACCESS – Space open to the sun and clear of overhangs or shade including the orientation of streets and lots to the sun so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

SOLAR COLLECTOR – A solar photovoltaic cell, panel, or array or solar hot air or water collector device, which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

SOLAR ENERGY SYSTEM – A complete system of Solar Collectors, Panels, controls, energy devices, heat pumps, heat exchangers, and other materials, hardware or equipment necessary to the process by which solar radiation is collected and converted into another form of energy including but not limited to thermal and electrical, stored and protected from dissipation and distributed. For purposes of this Article, a Solar Energy System does not include any Solar Energy System of four square feet in size or less.

SOLAR FARMS – A Solar Energy System or collection of Solar Energy Systems or area of land principally used to convert solar energy to electricity, whether by photovoltaics, concentrating solar thermal devices or various experimental solar technologies, with the primary purpose of supplying electricity to a utility grid for wholesale or retail sales of electricity to the general public or utility provider.

SOLAR PANEL – A device which converts solar energy into electricity.

SOLAR SKYSPACE – The space between a Solar Energy System and the sun through which solar radiation passes.

SOLAR STORAGE BATTERY – A device that stores energy from the sun and makes it available in an electrical form.

§ ____ - ____ . Building-Integrated Solar Energy Systems.

- A. Districts where allowed. Building-Integrated Solar Energy Systems shall be permitted in all zoning districts within the Town subject to the submission of, application for and review and issuance of an applicable building permit.
- B. Building-Integrated Solar Energy Systems shall be subject to the general requirements set forth at § ____ - ____.

§ ____ - ____ . Rooftop-Mounted Solar Energy Systems.

- A. Districts where allowed. Rooftop-Mounted Solar Energy Systems shall be permitted in all zoning districts within the Town subject to the following requirements:
 - (1) A Building permit shall be required for installation of all Rooftop-Mounted Solar Energy Systems.

- (2) Rooftop-Mounted Solar Energy Systems shall not exceed the maximum allowed height of the principal use in the zoning district in which the System is located.
- (3) In order to ensure firefighter and other emergency responder safety, except in the case of accessory buildings under 1,000 square feet in area, there shall be a minimum perimeter area around the edge of the roof and structurally supported pathways to provide space on the roof for walking around all Rooftop-Mounted Solar Energy Systems. Additionally, installations shall provide for adequate access and spacing in order to:
- (a) Ensure access to the roof.
 - (b) Provide pathways to specific areas of the roof.
 - (c) Provide for smoke ventilation opportunity areas.
 - (d) Provide for emergency egress from the roof.
 - (e) Exceptions to these requirements may be requested where access, pathway or ventilation requirements are reduced due to:
 - [1] Unique site specific limitations;
 - [2] Alternative access opportunities (such as from adjoining roofs);
 - [3] Ground level access to the roof area in question;
 - [4] Other adequate ventilation opportunities when approved by the Codes Office;
 - [5] Adequate ventilation opportunities afforded by panels setback from other rooftop equipment (for example: shading or structural constraints may leave significant areas open for ventilation near HVAC equipment);
 - [6] Automatic ventilation devices; or
 - [7] New technology, methods or other innovations that ensure adequate emergency responder access, pathways and ventilation opportunities.
 - (f) In the event any of the standards in this subsection (A)(3) are more stringent than the New York State Uniform Fire Prevention and Building Code, they shall be deemed to be installation guidelines only and the standards of the Code shall apply.

B. Rooftop-Mounted Solar Energy Systems shall be subject to the general requirements set forth at § ____ - ____.

C. Unified Solar Permit for Eligible Rooftop-Mounted Solar Energy Systems.

(1) Provided the Rooftop-Mounted Solar Energy System meets the requirements for a Unified Solar Permit, in addition to the requirements specified in § ____ - ____ (A)-(B), an applicant must submit the Unified Solar Permit Application to the Code Enforcement Officer as follows:

(a) Unified Solar Permit Eligibility Checklist.

(b) A Site Plan showing location of major components of the Solar Energy System and other equipment on the roof or legal accessory structure. This plan should represent relative locations of components at the site, including, but not limited to, location of arrays, existing electrical service locations, utility meters, inverter locations, system orientation and tilt angles. This plan should show access and pathways that are compliant with New York State Fire Code, if applicable.

(c) One-Line or 3-Line Electrical Diagram. The electrical diagram required by NYSERDA for an incentive application and/or utilities for an interconnection agreement can also be provided here.

(d) Specification Sheets for all manufactured components. If these sheets are available electronically, a web address will be accepted in place of an attachment, at the discretion of the Town.

(e) All diagrams and plans must be prepared by a professional engineer or registered architect as required by New York State law and include the following:

[1] Project address, section, block and lot number of the property;

[2] Owner's name, address and phone number;

[3] Name, address and phone number of the person preparing the plans;
and

[4] System capacity in kW-DC.

(2) Permit Review and Inspection Timeline. Unified Solar Permit determinations will be issued within fourteen (14) days upon receipt of complete and accurate applications. The municipality will provide feedback within seven (7) days of receiving incomplete or inaccurate applications. If an inspection is required a

single inspection should be sufficient and will be provided within seven (7) days of inspection request.

§ ____ - ____ . **Ground-Mounted Solar Energy Systems.**

A. Districts where allowed. Ground-Mounted Solar Energy Systems are permitted as accessory structures in all zoning districts of the Town, subject to the following requirements:

(1) A Building permit shall be required for installation of all Ground-Mounted Solar Energy Systems. (

(2) Ground-Mounted Solar Energy Systems are prohibited in front yards.

(3) Ground-Mounted Solar Energy Systems shall comply with the following lot area and yard regulations in each applicable zoning district as follows:

(a) Agricultural Zone:

[1] Minimum Rear Yard Setback: 100 feet

[2] Minimum Side Yard Setback: 50 feet

[3] Maximum Lot Coverage:

(b) Light Industry Zone:

[1] Minimum Rear Yard Setback: 100 feet

[2] Minimum Side Yard Setback: 50 feet

[3] Maximum Lot Coverage:

(4) The height of the Solar Collector/Panel and any mounts shall not exceed ___ feet in height when oriented at maximum tilt measured from the ground and including any base.

(5) Ground-Mounted Solar Energy Systems shall be screened when possible and practicable from adjoining lots and street rights of way through the use of architectural features, earth berms, landscaping, fencing or other screening which will harmonize with the character of the property and the surrounding area. The proposed screening shall not interfere with the normal operation of the Solar Collectors/Panels.

- (6) The Ground-Mounted Solar Energy System shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north, while still providing adequate Solar Access for the Solar Energy System.
- (7) Neither the Ground-Mounted Solar Energy System, nor any component thereof, shall be sited within any required buffer area.
- (8) The total surface area of all Ground-Mounted Solar Energy System components shall not exceed the area of the ground covered by the building structure of the largest building on the lot measured from the exterior walls, excluding patios, decks, balconies, screened and open porches, and attached garages, provided that non-residential placements exceeding this size may be approved by the Planning Board subject to site plan review pursuant to Chapter _____.
- (9) The area beneath the Ground-Mounted Solar Energy System shall be included in calculating whether the lot meets the maximum permitted lot coverage requirements for the applicable district, notwithstanding that the collectors are not "buildings."

§ _____ - _____. General Requirements Applicable to Building-Integrated, Rooftop-Mounted and Ground-Mounted Solar Energy Systems.

- A. All Solar Energy System installations must be performed by a Qualified Solar Installer.
- B. Solar Energy Systems, unless part of a Solar Farm, shall be permitted only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which they are erected, but nothing contained in this provision shall be construed to prohibit the sale of excess power through a net-metering arrangement in accordance with New York Public Service Law § 66-j or similar state or federal statute.
- C. Prior to operation, electrical connections must be inspected by a Town Code Enforcement Officer and by an appropriate electrical inspection person or agency, as determined by the Town.
- D. Any connection to the public utility grid must be inspected by the appropriate public utility.
- E. Solar Energy Systems shall be maintained in good working order.
- F. Solar Energy Systems shall be permitted only if they are determined by the Town to be consistent in size and use with the character of surrounding neighborhood.
- G. Solar Energy Systems shall be permitted only if they are determined by the Town not to present any unreasonable safety risks, including but not limited to:

- (1) Weight load;
 - (2) Wind resistance; and
 - (3) Ingress or egress in the event of fire or other emergency.
- H. Rooftop-Mounted Solar Energy Systems shall meet New York's Uniform Fire Prevention and Building Code standards.
- I. If solar storage batteries are included as part of the Solar Energy System, they must be placed in a secure container or enclosure meeting the requirements of the New York State Building Code when in use and when no longer used shall be disposed of in accordance with the laws and regulations of the Town and other applicable laws and regulations.
- J. All utility services and electrical wiring/lines shall be placed underground and otherwise be placed within the walls or unobtrusive conduit. No conduits or fees may be laid on the roof. Feeds to the inverter shall run within the building and penetrate the roof at the solar panel location.
- K. If a Solar Energy System ceases to perform its originally intended function for more than twelve (12) consecutive months, the property owner shall completely remove the System, mount and all other associated equipment and components by no later than ninety (90) days after the end of the twelve-month (12) period or within ten (10) days of written notice from the Town.
- L. To the extent practicable, Solar Energy Systems shall have neutral paint colors, materials and textures to achieve visual harmony with the surrounding area.
- M. The design, construction, operation and maintenance of the Solar Energy System shall prevent the direction, misdirection and/or reflection of solar rays onto neighboring properties, public roads, public parks and public buildings.
- N. Marking of equipment.
- (1) Solar Energy Systems and components shall be marked in order to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking shall be weather resistant. For residential applications, the marking may be placed within the main service disconnect. If the main service disconnect is operable with the service panel closed, then the marking should be placed on the outside cover.
 - (2) In the event any of the standards in this Subsection for markings are more stringent than applicable provisions of the New York State Uniform Fire Prevention and Building Code they shall be deemed to be guidelines only and the standards of the State Code shall apply.

§ ____ - ____ . Solar Farms.

- A. Districts where allowed. Subject to the issuance of site plan approval and a special use permit and other requirements as set forth herein, Solar Farms shall not be a permitted use in any zoning district other than the Agricultural Zone and the Light Industrial Zone within the Town.
- B. Districts where prohibited. Solar Farms shall be prohibited in _____.
- C. Lot Area and Yard Regulations. The following lot area and yard regulations shall apply to Solar Farms located in the Agricultural and Light Industrial Zones within the Town.

- (1) Minimum Street Frontage: 300 feet
- (2) Minimum Lot Area: 15 acres
- (3) Minimum Front Yard Setback: 250 feet
- (4) Minimum Rear Yard Setback: 100 feet
- (5) Minimum Side Yard Setback: 100 feet
- (6) Maximum Lot Coverage:

D. Permits required. No person, firm or corporation, or other entity being the owner, occupant, or lessee of any land or premises within the Town of Marcellus shall use or permit the use of land or premises for the construction or installation of a Solar Farm without obtaining a building permit, a special use permit issued by the Zoning Board of Appeals and a site plan approval issued by the Planning Board as hereinafter provided.

E. Special use permit.

(1) In addition to the criteria heretofore established, the following criteria are hereby established for purposes of granting a special use permit for a Solar Farm under this Chapter:

- (a) Scenic viewsheds. A Solar Farm shall not be installed in any location that would substantially detract from or block the view(s) of all or a portion of a recognized scenic viewshed, as viewed from any public road, right-of-way or publicly owned land within the Town of Marcellus or that extends beyond the border of the Town of Marcellus. For purposes of this subsection, consideration shall be given to any relevant portions of the current, amended and/or future Town of Marcellus Comprehensive Plan and/or any other prior, current, amended and/or future officially recognized Town planning document or resource. [DOES MARCELLUS HAVE THESE]

- (b) Emergency shutdown/safety. The applicant shall demonstrate the existence of adequate emergency/safety measures. The applicant shall post an emergency telephone number so that the appropriate entities may be contacted should any Solar Panel or other component of the Solar Farm need immediate repair or attention. This emergency telephone number should be clearly visible and in a location which is convenient and readily noticeable to someone likely to detect a problem.
- (c) Security. All Solar Farms shall be secured to the extent practicable to restrict unauthorized access.
- (d) Ownership. Ownership of the Solar Farm must be the same as the owner of the fee interest in the real property upon which it is situated. In the event of transfer of ownership of the premises, the ownership of the Solar Farm must also be transferred to same or the Solar Farm must be decommissioned. **(LEASING PERMITTED?)**
- (e) Access road. To the greatest extent possible, existing roadways shall be used for access to the site and its improvements. In the case of constructing any roadways necessary to access the Solar Farm, they shall be constructed in a way that allows for the passage of emergency vehicles in the event of an emergency. Each application shall be accompanied by correspondence from the responding fire department and emergency care provider as to the acceptability of the proposed ingress to and egress from the Solar Farm site.
- (f) The development and operation of the Solar Farm shall not have a significant impact on fish, wildlife, animal or plant species or their critical habitats, or other significant habitats identified by the Town of Marcellus or federal or state regulatory agencies.
- (g) Setbacks. Additional setbacks may be required by the Zoning Board of Appeals in order to provide for the public's safety, health and welfare.

- (2) Waiver. The Zoning Board of Appeals may, upon exercise of its reasonable discretion, waive one or more of the submission requirements imposed herein. Relief from all other requirements must be made by way of an area or use variance from the Zoning Board of Appeals.

F. Site plan review.

- (1) The following submission requirements must be observed regarding a site plan application for a Solar Farm. The Planning Board may also require any of the requirements of Chapter 133 as part of the submission.

- (a) A completed application form as supplied by the Town of Marcellus for site plan approval for a Solar Farm.
- (b) Proof of ownership of the premises involved or proof that the applicant has written permission of the owner to make such application.
- (c) Plans and drawings of the proposed Solar Farm installation signed by a professional engineer registered in New York State showing the proposed layout of the entire Solar Farm along with a description of all components, whether on site or off site, existing vegetation and proposed clearing and grading of all sites involved. Clearing and/or grading activities are subject to review by the Planning Board and shall not commence until the issuance of site plan approval. The plans and development plan shall be drawn in sufficient detail and shall further described:
 - [1] Property lines and physical dimensions of the proposed site, including contours at five-foot intervals.
 - [2] Location, approximate dimensions and types of all existing structures and uses on the site.
 - [3] Location and elevation of the proposed Solar Farm and all components thereof.
 - [4] Location of all existing aboveground utility lines within 1,200 linear feet of the site.
 - [5] Where applicable, the location of all transmission facilities proposed for installation. All transmission lines and wiring associated with a Solar Farm shall be buried underground and include necessary encasements in accordance with the National Electric Code and Town requirements. The Planning Board may recommend waiving this requirement if sufficient engineering data is submitted by the applicant demonstrating that underground transmission lines are not feasible or practical. The applicant is required to show the locations of all proposed overhead electric utility/transmission lines (if permitted) and underground electric utility/transmission lines, including substations and junction boxes and other electrical components for the project on the site plan. All transmission lines and electrical wiring shall be in compliance with the public utility company's requirements for interconnection. Any connection to the public utility grid must be inspected by the appropriate public utility.
 - [6] Location of all service structures proposed as part of the installation.
 - [7] Landscape plan showing all existing natural land features, trees, forest cover and all proposed changes to these features, including size and

type of plant material. The plan shall show any trees and/or vegetation which is proposed to be removed for purposes of providing greater Solar Access.

[8] [SCREENING REQUIREMENTS?]

[9] Soil type(s) at the proposed site.

- (d) Photographic simulations shall be included showing the proposed Solar Farm along with elevation views and dimensions and manufacturer's specifications and photos of the proposed Solar Energy Systems, Solar Collectors, Solar Panels and all other components comprising the Solar Farm or from other vantage points selected by the Planning Board.
- (e) If applicable, certification from a professional engineer or architect registered in New York State indicating that the building or structure to which a Solar Panel or Solar Energy System is affixed, is capable of handling the loading requirements of the Solar Panel or Solar Energy System and various components.
- (f) One or three line electrical diagram detailing the Solar Energy System installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices.
- (g) Documentation of access to the project site(s), including location of all access roads, gates, parking area etc.
- (h) A plan for clearing and/or grading of the site and a Stormwater Pollution Prevention Plan (SWPPP) for the site.
- (i) Documentation of utility notification, including an electric service order number.
- (j) Sunchart. Where deemed appropriate, the Planning Board may require that the applicant submit a sunchart for the proposed site indicating the sun angle for the southern boundary of the site for a minimum four-hour continuous period during the time of the highest sun angle on December 21, along with the potential for existing buildings, structures, and/or vegetation on the site or on adjacent sites to obstruct the Solar Skyspace of the proposed Solar Farm. The sunchart shall also indicate the potential for obstructions to the Solar Skyspace of the proposed Solar Farm under a scenario where an adjacent site is developed as otherwise permitted by applicable provisions of the Zoning Code of the Town of Marcellus with a building/structure built to maximum bulk and height at the minimum setback. Where no standards for setback are established, this scenario shall assume a maximum setback of five feet from the property line. The

sunchart shall be kept on file at the Town Code Enforcement Office and determine the minimum setback required for any solar collectors from the south property line as well as the Solar Skyspace that should be considered when development of neighboring properties occurs. This section in no way places responsibility on the Town for guaranteeing the Solar Skyspace of a Solar Energy System in the event setbacks are waived at the applicant's request.

- (k) The manufacturer's or installer's identification and appropriate warning signage shall be posted at the site and be clearly visible.
- (l) Solar Energy Systems shall be marked in order to provide emergency responders with appropriate warning and guidance with respect to isolating the electric systems. Materials used for marking shall be weather resistant. The marking shall be placed adjacent to the main service disconnect location clearly visible from the location where the lever is operated.
- (m) The average height of the solar panel array shall not exceed ___ feet measured from the ground and including any base or supporting materials.
- (n) Color. Neutral paint colors, materials and textures may be required for Solar Farm components, buildings and structures to achieve visual harmony with the surrounding area as approved by the Planning Board.
- (o) The design, construction, operation and maintenance of the solar energy system shall prevent the direction, misdirection and/or reflection of solar rays onto neighboring properties, public roads, public parks and public buildings.
- (p) Artificial lighting of Solar Farms shall be limited to lighting required for safety and operational purposes and shall be shielded from all neighboring properties and public roads.
- (q) Solar Farms shall be enclosed by a perimeter fencing to restrict unauthorized access at a height of 8 ½ feet or as otherwise approved by the Planning Board.
- (r) Only signage used to notify the location of the Solar Farm shall be allowed and such signage shall otherwise comply with the Town's sign regulations and requirements.
- (s) All applications shall be accompanied by a full environmental assessment form for purposes of environmental review under the New York State Environmental Quality Review Act (SEQRA), including a visual impact

analysis. The following additional material may be required by the Planning Board:

- [1] A digital-elevation-model-based project visibility map showing the impact of topography upon visibility of the project from other locations, to a distance radius of three miles from the center of the project. Scaled use shall depict a three-mile radius as not smaller than 2.7 inches, and the base map shall be a published topographic map showing cultural features.
 - [2] No fewer than four color photos taken from locations within a three-mile radius from the proposed location, as selected by the Planning Board and computer-enhanced to simulate the appearance of the as-built aboveground Solar Farm components as they would appear from these locations.
- (2) Site plan review criteria. In addition to the above, no site plan shall be approved unless the Planning Board determines that the proposed Solar Farm complies with the following:
- (a) The use is oriented in its location upon the site as to layout, coverage, screening, means of access and aesthetics so that:
 - [1] The flow control and safety of traffic and human beings shall not be adversely affected to an unreasonable degree;
 - [2] There is reasonable compatibility in all respects with any structure or use in the surrounding area, actual or permitted, which may be directly substantially affected;
 - [3] There shall not be any unreasonable detriment to any structure or use, actual or permitted, in the surrounding area;
 - [4] There is a reasonable provision for open space and yard areas as appropriate to the surrounding area;

G. Public hearing. No action shall be taken by the Zoning Board of Appeals to issue a special use permit or by the Planning Board to issue site plan approval, nor the Zoning Board of Appeals to grant a use or area variance in relation to an application for a Solar Farm until after public notice and a public hearing. Proper notice of a hearing before a board shall be given by legal notice published in the official newspaper of the Town of Marcellus at least five days before the date set for such public hearing(s) and written notice mailed to the applicant or his agent at the address given in the application to be considered. The applicant shall be responsible for notifying, by certified mail, all property owners of record within 500 feet of the outside perimeter of the boundary line of the property involved in the application of the time, date and place of such public hearing

at least 10 days prior to such hearing. Notice shall be deemed to have been given if mailed to the property owner at the tax billing address listed on the property tax records of the Town Assessor or at the property address. At least seven days prior to such hearing, the applicant shall file with the board his/her affidavit verifying the mailing of such notices. Failure of the property owners to receive such notice shall not be deemed a jurisdictional defect.

H. Compliance with Uniform Fire Prevention and Building Code.

- (1) Building permit applications shall be accompanied by standard drawings of structural components of the Solar Farm and all its components (including but not limited to Solar Panel, Solar Collector, Solar Energy System etc.). Drawings and any necessary calculations shall be certified, in writing, by a New York State registered professional engineer that the system complies with the New York State Fire Prevention and Building Code. This certification would normally be supplied by the manufacturer.
- (2) Where the structure, components or installation vary from the standard design or specification, the proposed modification shall be certified by a New York State registered professional engineer for compliance with the structural design provisions of the New York State Fire Prevention and Building Code.

I. Compliance with state, local and national electric codes.

- (1) Building permit applications shall be accompanied by a line drawing identifying the electrical components of the Solar Farm to be installed in sufficient detail to allow for a determination that the manner of installation conforms with the National Electric Code. The application shall include a statement from a New York State registered professional engineer indicating that the electrical system conforms with good engineering practices and complies with the National Electric Code, as well as applicable state and local electrical codes. This certification would normally be supplied by the manufacturer. All equipment and materials shall be used or installed in accordance with such drawings and diagrams.
- (2) Where the electrical components of an installation vary from the standard design or specifications, the proposed modifications shall be reviewed and certified by a New York State registered professional engineer for compliance with the requirements of the National Electric Code and good engineering practices.

J. Following construction/installation of the Solar Farm, all disturbed areas where soil has been exposed shall be reseeded with grass and/or planted with low level vegetation capable of preventing soil erosion and airborne dust.

K. Post Construction/Installation Certification. Following the construction/installation of the Solar Farm, the applicant shall provide a post-construction/installation certification from a professional engineer registered in New York State that the project complies with

any and all applicable codes and industry practices and has been constructed and operating according to the drawings and development plan(s) submitted to the Town.

- L. Insurance. The applicant, owner, lessee or assignee shall maintain a current insurance policy which will cover installation and operation of the Solar Farm at all times. Said policy shall provide a minimum of \$2,000,000 property and personal liability coverage.
- M. Inspections. The Building Inspector, Zoning Enforcement Officer, Code Enforcement Officer and/or Town Engineer shall have the right at any reasonable time to enter, in the company of the owner or his agent, the premises on which a Solar Farm is being or is constructed, to inspect all parts of said Solar Farm installation and require that repairs or alterations be made if, in his judgment, there exists a deficiency in the operation or the structural stability of the Solar Farm or any component thereof. If necessary, the Building Inspector or Town Engineer may order the system secured or to otherwise cease operation. It shall not be required that the owner or agent be present in the event of an emergency situation involving danger to life, limb or property.
- N. Power to impose conditions. In granting any site plan approval, special use permit or variance for a Solar Farm, the Zoning Board of Appeals or Planning Board, as the case may be, may impose reasonable conditions to the extent that such board finds that such conditions are necessary to minimize any adverse effect or impacts of the proposed use on neighboring properties and to protect the general health, safety and welfare of the Town.
- O. Decommissioning and Removal of Solar Farm Facilities.
 - (1) The applicant shall agree, in writing, to remove the entirety of the Solar Farm and all accessory structures and components thereof if the Solar Farm ceases to be used for its intended purpose for twelve (12) consecutive months. Removal of such obsolete and/or unused Solar Farm components shall take place within three (3) months thereafter. Such agreement shall also include a commitment by the applicant to impose a similar obligation to remove any unused and/or obsolete Solar Panels upon any person subsequently securing rights to relocate the Solar Panels.
 - (2) Bond/Security. The applicant shall be required to execute and file with the Town Clerk a bond, or other form of security acceptable to the Town Attorney and Engineer, in an amount sufficient for the faithful performance of the terms and conditions of the permit issued under this Chapter, and to provide the decommissioning removal and restoration of the site subsequent to the removal of the Solar Farm. The amount of the bond or security shall be no less than 150% of the cost of the removal of the Solar Panels and restoration of the site, and shall be reviewed and adjusted at five (5) year intervals. In the event of a default upon performance of such condition or any of them, the bond or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The

bond or security shall remain in full force and effect until the complete removal of the Solar Panels and site restoration is finished.

P. Fees. Fees for applications and permits under this section shall be established by resolution of the Town Board of the Town of Marcellus.

Q. Waiver. The Planning Board or the Zoning Board of Appeals may, under appropriate circumstances, waive one or more of the submission requirements contained herein.

SECTION 4. SEVERABILITY.

If the provisions of any article, 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 article, section, subsection, paragraph, subdivision or clause of this Local Law.

SECTION 5. EFFECTIVE DATE.

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

ONONDAGA COUNTY COMMUNITY DEVELOPMENT
Residential Emergency Services to Offer Home Repairs to the Elderly
RESTORE PROGRAM
FACT SHEET

1. WHAT IS THE RESTORE PROGRAM?

RESTORE is a home repair program administered by Onondaga County Community Development Division in cooperation with New York State Home and Community Renewal. Eligible homeowners can receive a grant of up to \$10,000 to cover the costs of necessary emergency repairs.

2. WHO IS ELIGIBLE - Homeowners:

- a. who are at least 60 years old;
- b. whose property taxes are current at the time of the application;
- c. whose property is covered by Homeowners Insurance; and
- d. whose household size and annual gross income fall within the guidelines listed below:

HOUSEHOLD SIZE	MAXIMUM INCOME
1	\$38,400
2	\$43,850
3	\$49,350
4	\$54,800

3. HOW MUCH WORK CAN BE DONE ON MY HOME IF I QUALIFY?

Community Development will arrange to pay for the actual cost of necessary emergency repairs, up to a maximum of \$10,000. This does *not* mean that each grant recipient is automatically entitled to the maximum grant.

4. WHAT KIND OF WORK CAN THE GRANT PAY FOR?

Funds may be used to pay for the cost of emergency repairs to eliminate hazardous conditions in homes owned by the elderly when the homeowners cannot afford to make the repairs in a timely fashion. Examples include roofing repair, heating system repair, Plumbing/electrical hazards, etc.

6. WILL THERE BE A LIEN PLACED ON MY PROPERTY? --- *YES*

Assistance is in the form of a deferred loan. You must agree to repay the full amount if you do not own and occupy the property as your principle residence for Five (5) years following completion of the work.

7. I THINK I'M ELIGIBLE, HOW DO I FIND OUT MORE?

For more information contact Ed Donohue or Kristen McGriff at:

ONONDAGA COUNTY COMMUNITY DEVELOPMENT DIVISION
1100 JOHN H. MULROY CIVIC CENTER
SYRACUSE, NEW YORK 13202
(315) 435-3558

Fair Housing Laws prohibit discrimination in the sale or rental of housing based upon race, color, religion, sex, age, marital status, handicapped or familial status, or national origin.

**ONONDAGA COUNTY COMMUNITY DEVELOPMENT
RAMP/ACCESS TO HOME PROGRAM**

FACT SHEET

THE RAMP PROGRAM:

Administered by the Onondaga County Community Development Division and funded in coordination with New York State Homes and Community Renewal, the RAMP/ATH Program provides financial assistance to property owners to make dwelling units accessible for low- and moderate income persons with disabilities. This enables individuals to safely and comfortably continue to live in their residences and avoid institutional care.

WHO IS ELIGIBLE?

Funds are available on a first-come, first-served basis to disabled persons who have an annual household gross income less than the amounts shown below for each family size. Disabled tenants must obtain written consent of the property owner.

<u>Household Size</u>	<u>Income Limit</u>
1	\$38,400
2	\$43,850
3	\$49,350
4	\$54,800
5	\$59,200
6	\$63,600

ELIGIBLE WORK:

Modifications to the residence may include installation of ramps/lifts, widening of doorways, and/or changes to bathrooms/kitchens to facilitate use by the disabled person. Bathroom/bedroom relocation may also be considered if other options are not feasible.

RAMP PROGRAM LIMITATIONS:

Assistance will be limited to the amount needed for the actual accessibility modifications. Additionally, assistance will be provided for private residential structures only. Nursing homes and similar facilities are not eligible. Also, households will be assisted only once in a five year period and will be limited to those unable to secure aid through other programs such as Medicaid.

PROGRAM PROCEDURES:

- A. Interested individuals contact: Onondaga County Community Development.
- B. An application is completed and eligibility is determined.
- C. The property is inspected by CD Inspectors. Work specifications are established.
- D. The work specifications are competitively bid upon by CD approved contractors.
- E. The contractor performs the work under CD supervision.
- F. Upon completion of the work, the contractor is paid by CD.

WILL THERE BE A LIEN PLACED ON MY PROPERTY? --- *YES*

Assistance is in the form of a deferred loan. You must agree to repay a portion of the amount if you do not own and occupy the property as your principle residence for Five (5) years following completion of the work.

**FOR ADDITIONAL INFORMATION: Onondaga County Community Development Division
1100 John H. Mulroy Civic Center
Syracuse, New York 13202
(315) 435-3558**

Fair Housing Laws prohibit discrimination in the sale or rental of housing based upon race, color, religion, sex, age, marital status, handicapped or familial status, or national origin.



COUNTY OF ONONDAGA

COMMUNITY DEVELOPMENT DIVISION

JOANNE M. MAHONEY
COUNTY EXECUTIVE

ROBERT S. DEMORE
DIRECTOR

RECEIVED
MAR 17 2016
MARCELLUS TOWN CLERK

March 14, 2016

Supervisor Karen Pollard
Town of Marcellus
24 East Main Street
Marcellus, NY 13108

Dear Ms. Pollard:

Please review the enclosed contract between Onondaga County Community Development and your municipality. It provides \$ 37,000.00 in funding for the Stone Mill / Creek Hollow Restroom Project.

All contracts between Onondaga County Community Development and a municipality require a board resolution authorizing the project before the contract can be fully executed.

Do not begin your project without approval to proceed from Community Development.

If the contract meets with your approval, please sign the contract and sign the "Conflict of Interest" section. County contracts now have to be notarized in 3 places for the corporation, the individual signing the contract, and the Conflict of Interest Clause.

Please send me your updated Disability on NYS form DB 120.1, and your updated Workers Compensation on NYS form C 105.2, and the Certificate of Liability Insurance Accord form is also needed. If you have any questions regarding the insurance certificate please call Mary Beth Paul in the Law Department at 435-2170.

As stated in your approval letter, we cannot issue payments for this project until the requirements of OMB Circular A-102 Attachment O have been satisfied. If you intend to request CD funds to pay for the services of an architect or engineer, you must first submit documentation that you solicited requests for proposals from several service providers and submit a copy of your agreement. Payment must either be a flat rate or an hourly rate for services; it cannot be a percentage of the construction costs.

Please return the contract with the insurance certificates along with the town or village board resolution authorizing the project to my attention as soon as possible. A fully executed copy will be returned to you.

A fully executed copy will be returned to you. If you have any questions, please feel free to call.

Sincerely,

Carrie Breman
Administrative Aide

(caproj\cpcovlet.doc)

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, under Title I of the Housing and Community Development Act of 1974, hereinafter referred to as the "Act," the Secretary of Housing and Urban Development, hereinafter referred to as "HUD," is authorized to make grants to units of general local government to help finance community development programs; and

WHEREAS, the parties hereto have entered into a cooperation agreement for the purpose of undertaking essential community development and housing assistance activities of urban renewal and publicly assisted housing under the Act; and

WHEREAS, the County has received a grant from HUD for the purposes of the Act;

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

TERM

The term of this agreement shall be from October 1, 2015 through December 31, 2017.

This agreement may be terminated without cause, by County or Municipality, by either's giving written notice of termination to the other at least 30 days in advance of termination. This agreement may be terminated for cause, by County, by County's giving written or oral notice of termination to Municipality at any time.

Except as is otherwise stated in this agreement, neither County nor Municipality shall have or make any claim for damages against the other for the other's terminating this agreement.

PROJECT DESCRIPTION

The restrooms at Stone Mill/Creek Hollow in Marcellus Park will be made handicapped accessible. The restrooms are located in the back area of upper Marcellus Park and are shared by the Creek Hollow pavilion and Stone Mill Pavilion along a gravel path. The pathways between the pavilions and restroom will be made handicap accessible and improve movement through the park.

Green Infrastructure Technology: The updated restroom toilets will use less water.

COMPENSATION

The County hereby agrees to pay the Municipality in full and final satisfaction of all services and expenses in accordance with the budget for this project and all County and/or Federally approved actual expenditures. The parties hereto agree that all services and expenses shall include costs of professional services, materials, appliances, tools, extras and labor - both regular hours and overtime - which shall be needed by the Municipality to undertake the project. The total compensation hereunder shall not exceed \$37,000.00, which amount is designated as the budget for this project.

All payment shall be made in accordance with procedures established by County's comptroller. The Onondaga County Department of Community Development is hereby designated to act on behalf of County in directing and reviewing Municipality's services. Municipality shall report directly to Robert DeMore, Director or other designee.

BOOKS AND RECORDS OF ACCOUNTING

The Municipality agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of the Agreement and that it shall have available for audit and inspection by the County or by authorized representatives of HUD or any other Federal agency which has authority under Federal regulations to which this Agreement is subject, all of the Municipality's facilities, books and other financial and statistical data relating to the project. Said records shall be kept a minimum of five (5) years after the completion of its responsibilities hereunder.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The Municipality 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 Municipality if self employed, Municipality'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 Municipality.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if Municipality serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Municipality to Municipality's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Municipality provides to the County a duly certified letter from Municipality's insurer(s): (i) Giving notice to Municipality that the claim is not within the scope of coverage of insurance contracts that Municipality is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (Municipality's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Municipality's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the Municipality.

The Municipality 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).

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Municipality and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Municipality shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Municipality, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Municipality's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Municipality, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Municipality, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Municipality, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Municipality, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

PERFORMANCE BONDS - INDEMNIFICATION

The Municipality agrees to require that each contractor furnish the Municipality with a performance and/or labor and material bond(s) issued by a duly authorized bonding company for each contract entered into by the Municipality and the contractor under this project in an amount equal to that of the contract to assure faithful compliance of such contract.

The Municipality further understands and agrees to require each contractor to provide insurance coverage for personal injury and property damage and that the Municipality and the County shall be named as additional insured's on each such insurance policy.

FLOOD DISASTER PROTECTION

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (FDPA) (P.L. 93-234). No portion of the funds provided under this Agreement shall be provided for acquisition or construction purposes as defined under Section 3(a) of said FDPA for use in an area that has been identified by the Secretary of HUD as having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program pursuant to Section 201(d) of said FDPA, and the use of any funds providing under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said FDPA.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with funds provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, (42 USC §4001 et seq.), provisions obligating the transferee and its successors or assigns to obtain and maintain during the ownership of such land such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provision shall be required notwithstanding the fact that the construction on such land is not itself funded with funds provided under this Agreement.

ENVIRONMENT

In order to assure that the policies of the National Environmental Policy Act of 1969 and other provisions of Federal law which further the purposes of such Act (as specified in 24 CFR Part 58.5) are most effectively implemented in connection with the expenditure of Federal funds, this Agreement shall be subject to the Environmental Review Procedures for the Community Development Block Grant Program set forth at 24 CFR Part 58.

No expenses may be incurred until the appropriate level of environmental clearance has been obtained, as determined by Onondaga County Community Development. If it is determined that a Release of Funds from HUD is required before Community Development Block Grant funds can be expended, no expenses can be incurred until the Release of Funds is received from HUD. If the Request for Release of Funds is not approved by HUD, this contract is null and void.

MUNICIPAL AUTHORIZATION

All contracts between Onondaga County and any municipality within the County require a board resolution authorizing this project before the contract can be fully executed.

PROGRAM INCOME

Any program income balances (including investments thereof) held by the subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs) must be returned to Onondaga County Community Development at the end of each calendar year.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The subrecipient must comply with applicable uniform administrative requirements including OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" and 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

REVERSION OF ASSETS

Upon expiration of this contract, the subrecipient shall transfer to Onondaga County Community Development any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

REPAYMENT CLAUSE

In the event the project which has received Community Development funds will no longer be used for an eligible activity, as defined by HUD's Community Development Block Grant regulations, the municipality agrees to repay the entire grant to Onondaga County Community Development, if the change of use or sale of the property occurs within ten (10) years of project completion. The grant will be repaid by the municipality within six (6) months of the closing date of sale or the date of change of use.

LEAD-BASED PAINT HAZARDS

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to HUD Lead-Based Paint Regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning

Prevention Act (42 USC 4831 et seq.). Any grants or loans made by the Municipality for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under said regulations.

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 40 CFR Part 61, as amended from time to time.

In compliance with said regulations, the Municipality shall cause or require to be inserted in full in all contracts and sub-contracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement the following requirements:

- A. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contractor or subcontractor is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20 as of the date of contract award.
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 et seq., as amended by Pub. L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq., as amended by Pub. L. 92-500) relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Assistant Administrator for Enforcement of the Environmental Protection Agency or any person to whom he delegates authority under 40 CFR Part 15 indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the contractor that he will include or cause to be included the criteria and requirements in Paragraphs A through D of this section in every non-exempt subcontract and requiring that the contractor will take such action as the United States government may direct as a means of enforcing such provisions. In no event shall any amount of funds provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 309 © of the Federal Water Pollution Control Act.

Non-exempt transactions as listed in 40 CFR Part 15.5 include (a) contracts and subcontracts not exceeding one hundred thousand dollars (\$100,000.00) and (b) contracts and subcontracts for indefinite quantities or grants, subgrants, loans or subloans to assist in the abatement, control or prevention of environmental pollution. However, the aforementioned exceptions do not apply to a proposed contractor whose facility is listed on the basis of 40 CFR Part 15.20(a)(1)(I) and (iv).

EQUAL OPPORTUNITY CLAUSE

All construction contracts entered into pursuant to this Agreement shall be

subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130. The Municipality shall cause or require to be inserted in full in any non-exempt contract and any subcontract for construction work or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex and national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the United States Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by HUD and the United States Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further United States government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the United States Secretary of Labor or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon

each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for non-compliance provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Municipality further agrees that it will be bound by the above Equal Employment Clause with respect to its own unemployment practices when it participates in Federally assisted construction work provided that the above Equal Opportunity Clause is not applicable to the Municipality if it does not participate in work on or under the contract.

The Municipality further agrees that it will assist and cooperate actively with HUD and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the United States Secretary of Labor. Also, that it will furnish HUD and the United States Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for United States government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by HUD or the United States Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee, refrain from extending any further assistance to the Municipality under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Municipality and refer the case to the Department of Justice for appropriate legal proceedings.

EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

NON-DISCRIMINATION

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974 which requires that no person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development funds and HUD regulations with respect thereto including but not limited to certain regulations regarding specific discriminatory sections, prohibited and corrective actions at 24 CFR Part 570.601(b).

FEDERAL LABOR STANDARDS PROVISIONS

Except with respect to the rehabilitation of residential property for the use of less than eight (8) families, the Municipality and all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for the construction, alteration and/or repair, including painting or decorating of any building or work financed in whole or in part with funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the United States Department of Labor under 29 CFR Parts 3 and 5 governing the payment of wages, payment of overtime compensation and the ratio of apprentices and trainees to journeymen provided, however, that if wage rates higher than those required under such regulations are imposed by State or Local Law nothing hereunder is intended to relieve the Municipality of its obligation, if any, to require payment of such higher rates. The municipality shall cause or require to be inserted in full in all such contracts subject to such regulations provisions meeting the requirements of 29 CFR Part 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. Where the financial assistance granted under this Agreement is in the form of personal property or real property or interest therein or structures thereon, the Municipality shall comply, or in the case of a subsequent transfer the Municipality shall require the transferee to comply, for the period during which such property is used for the purposes intended by this project or for as long as the Municipality retains ownership or possession, whichever is longer, with all requirements imposed by or pursuant to said Federal Law and regulations. In the case of real property, structures or improvements thereon, or interest therein acquired with assistance provided under this Agreement, or the subsequent transfer by the Municipality of such real property, structures or improvements thereon or interest therein acquired, the instrument effecting such disposition shall contain a covenant running with the land prohibiting discrimination on the basis of race, color, religion, sex or national origin in the use of such real property, structures or improvements thereon or interests therein, and shall further declare the County, Municipality and United States as beneficiaries of said covenant thereby entitling them to enforce it. The Municipality on undertaking its obligation in carrying out the project assisted hereunder agrees to take such measures as are necessary to enforce such covenants and will not itself so discriminate.

NON-DISCRIMINATION UNDER EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Executive Order 11063 and HUD regulations with respect thereto including the regulations issued at 24 CFR Part 107. Therefore, in the sale, rental, leasing or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are provided with assistance under this Agreement, all action necessary and appropriate must be taken to prevent discrimination because of race, color, creed or national origin.

HATCH ACT

No member, officer or employee of the County or its designees or agents, no member of the governing body of the Municipality in which the program is situated, no funds provided therefor, and no personnel employed in the administration of this program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

MINORITY BUSINESS ENTERPRISES

The Municipality agrees to require the contractor to provide for minority business enterprise participation in this project.

PROPERTY ACQUISITION AND RELOCATION

Any acquisition of real property and the displacement of any family, individual, business, non-profit organization or farm that results from such acquisition undertaken pursuant to this Agreement is subject to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42.

USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR RECIPIENTS

No funds under this program may be used directly or indirectly to employ, award contracts to or otherwise engage the services of, or fund any contractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24.

HISTORIC PRESERVATION

The parties shall make every effort to eliminate or minimize any adverse effect of the project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior.

ARCHITECTURAL BARRIERS ACT OF 1968

Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds made available under this project, shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped."

CONFLICT OF INTEREST

At the time Municipality submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Municipality shall deliver to County's Department of Law, the attached affidavit certifying that Municipality 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 County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Municipality. Municipality assumes full responsibility for knowing whether Municipality's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Municipality shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and

every ostensible or potential conflict of interest of Municipality, Municipality's officers, Municipality's employees, Municipality's agents, and Municipality's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Municipality's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Municipality shall suspend all work and services, and County's payments to Municipality shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving 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 Municipality, and Municipality shall disclose the same. Municipality 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. Municipality shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Municipality 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 of Municipality's officers, Municipality's employees, Municipality's agents, or Municipality's servants shall be deemed a conflict of interest of Municipality, giving rise to the duty to disclose.

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

LICENSES AND PERMITS

Municipality shall obtain at Municipality's own expense all licenses or permits required for Municipality's services or work under this agreement, prior to the commencement of Municipality's services or work.

APPROPRIATIONS

This agreement is 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 County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Municipality.

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

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Municipality certifies that, except as noted, Municipality and any person associated with Municipality in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and 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

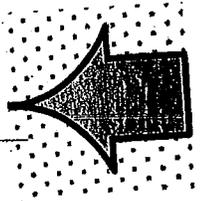
Dated: _____, 20

By: _____
Joanne M. Mahoney, County Executive MJM

Town of Marcellus

Dated: _____, 20

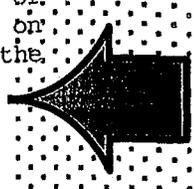
By: _____



Form 1

State of _____)
County of _____) ss.:

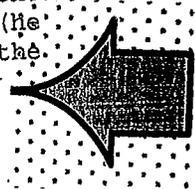
On the _____ day of _____ in the year _____ before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that _____ (he or she or they) executed the same in _____ (his or her or their) capacity(ies), and that by _____ (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.



Form 2

State of _____)
County of _____) ss.:

On the _____ day of _____ in the year _____ before me personally came _____, who, being by me duly sworn, did depose and say that _____ (he or she or they) reside(s) in _____ (if the place of residence is in a city, must include the street and street number, if any); that _____ (he or she or they) is (are) the _____ (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 or she or they) signed _____ (his or her or their) name(s) thereto by authority of the board of directors of said corporation.



Instructions to Contractor About Signing and Acknowledging

If the Municipality is an individual, a partnership, a limited liability company, an unincorporated association, or any entity, other than a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in only the Form 1, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, only Form 1, above.

If the Municipality is a corporation, the authorized signer of the agreement is to date and sign the agreement, and acknowledge signing, in both the Form 1, above, manner and in the Form 2, above, manner, before a notary public, and the notary public is to complete, sign, and affix the notary public's statement of authority to, both Form 1, above, and Form 2, above

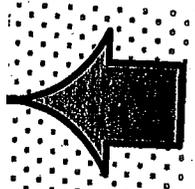
Conflict Interest Affidavit

State of)
County of) ss.:

, being duly sworn, deposes and says:

Town of Marcellus (Municipality) agrees that Municipality 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).

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



Sworn to before me on this
day of 20 .
