

Town of Marcellus
Workshop Meeting
Wednesday, October 21, 2026
6:30 PM

Call to Order

Salute to Flag

Public Hearing: Local Law E of 2026 Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities Within the Town of Marcellus

Public Hearing: Preliminary Budget

I. Approve Financials

II. Old Business

- A. Town Hall Security
- B. Local Law C of 2026 Regulating Battery Energy Storage Systems in the Town of Marcellus

III. New Business

- A. Local Law NO. E of 2026 Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities Within the Town of Marcellus
 - a. Enactment for Local Law No. E of 2026
- B. David's Refuge- 5K Run/Walk Fundraiser
- C. Friends of Marcellus Park
- D. Adopt 2027 Budget
- E. Easement Agreement

IV. Discussion Agenda

- A. Fire Department

V. Adjournment

Future Meeting Dates

Planning/Zoning Meeting-Monday, November 2, 2026 - 6:30 pm- Town Hall

Comprehensive Plan Committee Meeting- Tuesday, November 3, 2026 – 2:00 pm- Town Hall

Town Board Meeting- Wednesday, November 4, 2026- 6:30 pm- Town Hall

Workshop Meeting- Wednesday, November 18, 2026- 6:30 pm- Town Hall

**TOWN OF MARCELLUS
LOCAL LAW NO. E-2026**

A Local Law Imposing a Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities Within the Town of Marcellus

Be it enacted as follows:

Section 1: Intent

It is the intent of the Town Board of the Town of Marcellus to impose a twelve (12) month moratorium on the development, construction or use of Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities within the Town of Marcellus. This local law is enacted under the authority of Section 10 of the New York Municipal Home Rule Law.

Section 2: Legislative Purpose

The Town Board of the Town of Marcellus finds that it is in the best interest of the Town of Marcellus to enact a moratorium on any new Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities, which consist of buildings containing numerous servers and which have high demand for energy, cooling, and water mechanisms, and can result in disturbing noise generation. The Town Board recognizes the potential impact of Commercial Cryptocurrency Mining Operations, Data Processing Centers, Data Mining and Data Storage Facilities on the Town's infrastructure, environment, public health and safety, and welfare of its residents. Accordingly, it is the purpose of this temporary moratorium to provide the Town Board with sufficient time to study and address any concerns, including, but not limited to, zoning, environmental impacts, public safety, and economic implications resulting from Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities.

Section 3: Definitions

COMMERCIAL CRYPTOCURRENCY MINING: The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of cryptocurrencies are released, through the use of Data Processing Centers employing data processing equipment.

CRYPTOCURRENCY: A digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

CRYPTOCURRENCY DATA MINE: A specific type of data center using a facility or use of land, buildings, or structures where computing equipment is used to solve complex mathematical algorithms in connection with verifying and adding transactions to a blockchain or other distributed ledger, commonly known as cryptocurrency mining. For purposes of this law, a

cryptocurrency data mining operation shall be considered a distinct land use, different from a data center as defined in this section.

DATA MINING: The process of using multiple computers to store or warehouse data, discover patterns in large data sets involving methods that are applied to extract data patterns, and transform it into an understandable structure for further use. For purposes of this definition, any equipment which requires a High-Density Load Service, or any Server Farm, will presumably be a commercial data mining operation.

DATA PROCESSING CENTER: A building, dedicated space within a building, or group of structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Examples of such data include, but are not limited to, computationally intensive applications such as blockchain technology, cryptocurrency mining, weather modeling, genome sequencing, etc. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

DATA STORAGE FACILITIES: A building, or structure, or partial use of a building or structure, used to store, manage, process, or transmit digital data for business uses, including computers, network equipment, systems, servers, and other associated components related to the digital data storage and operations that is secondary, subordinate and customarily incidental to and located on the same lot as the principal use of a property. Such a use cannot operate as an independent principal use.

HIGH DENSITY LOAD SERVICE: The provision of electrical service where the requested load density has, for any monthly billing period, either an average power demand in excess of 300 kilowatts, or an average power density in excess of 250 kilowatt-hours per year per square foot of the leased or owned boundaries of floor space devoted to operating the data processing equipment, and excludes space used for offices, storage, and other non-electronic processing uses.

SERVER FARM: Three (3) or more interconnected computers housed together in a single facility whose primary function is to perform cryptocurrency mining or associated data processing.

Section 4: Moratorium

A. The Town Board hereby enacts a moratorium which shall prohibit the development or construction of any Commercial Cryptocurrency Mining Operations, Cryptocurrency Data Mine, Data Mining, Data Processing Centers and Data Storage Facilities in the Town of Marcellus.

B. This moratorium shall be in effect for a period of twelve (12) months from the effective date of this Local Law and shall expire on the earlier of: (i) the date twelve (12) months from said effective date of this Local Law, unless renewed; or (ii) the enactment by Town Board of a resolution indicating the Town Board is satisfied that the need for the moratorium no longer exists.

C. This moratorium shall apply to all real property within the Town of Marcellus.

D. Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities within the Town of Marcellus which have previously been approved or are located on Town-owned property are hereby expressly excluded from this moratorium, and may be sited, placed, installed, constructed, erected and operated in accordance with approved plans. Further modification, alteration or enlargement of previously approved Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and/or Data Storage Facilities is prohibited while the moratorium is in effect.

Section 5: Relief from Provisions of this Local Law

A. The Town Board reserves to itself the power to vary or adapt the strict application of the requirements of this local law in the case of unusual hardship which would deprive the owner of all reasonable use of the lands involved.

B. Application for relief shall be filed in triplicate with the Town Code Enforcement Office together with a filing fee of \$250.00. The application shall specifically identify the property involved, recite the circumstances pursuant to which the relief is sought and the reasons for which the relief is claimed. Any costs, including expert consulting fees or attorneys' fees, incurred by the Town, shall be reimbursed to the Town by the Applicant. The Town Board shall apply Use Variance criteria as set forth in the New York State Town Law, Section 267-b (2) in reviewing any application for relief.

C. The Town Board may refer any applications for relief herein to the Town Planning Board/ Zoning Board of Appeal for its advice and recommendations, but all decisions on granting or denying such relief shall be made solely by the Town Board after determining whether or not the requested relief is compatible with any contemplated amendments to the Town Zoning Law. Unless completely satisfied that the proposed relief is compatible, the Town Board shall deny the application.

D. The Town Board shall conduct a public hearing on any request for relief within forty-five (45) days of receipt by the Town Code Enforcement Office and shall issue its final decision on requests for relief within thirty (30) days from the date of the public hearing.

Section 6: Penalties

Any person, firm or corporation that shall establish, place, construct, enlarge, erect or engage in any Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and/or Data Storage Facilities in violation of the provisions of this local law or shall otherwise violate any of the provisions of this local law shall be subject to:

A. A fine not to exceed One Thousand and 00/100 Dollars (\$1,000.00) or imprisonment for a term not to exceed fifteen (15) days, or both. Each day a violation continues shall be considered a new violation.

B. A civil action inclusive of injunctive relief in favor of the Town to cease any and all such actions which conflict with this local law and, if necessary, to remove any constructions,

improvements, or related items or byproducts which may have taken place in violation of this local law.

Section 7: Enforcement

This local law shall be enforced by the Code Enforcement Office of the Town of Marcellus or such other zoning enforcement individual(s) as designated by the Town Board. It shall be the duty of the enforcement individual(s) to advise the Town Board of all matters pertaining to the enforcement of this local law.

Section 8: Validity & Severability

If any section or part of this local law is declared invalid or unconstitutional, it shall not be held to invalidate or impair the validity, force, or affect any other section of this local law.

Section 9: Effective Date

This local law shall take effect immediately upon passage and thereafter shall be filed with the New York State Department of State and shall remain in force and effect for a period of twelve (12) months from the date of passage.

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

October 21, 2026

TOWN OF MARCELLUS LOCAL LAW NO. E OF 2026

("A Local Law Imposing a Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities Within the Town of Marcellus")

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

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. E-2026, "A Local Law Imposing a Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities Within the Town of Marcellus," was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on September 16, 2026; and

WHEREAS, a public hearing was held on such proposed local law on this 21st day of October 2026 by the Town Board of the Town of Marcellus and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Marcellus in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of Local Law No. E-2026 has previously been determined to be Type II action under SEQR, thus concluding the environmental review process; and

WHEREAS, Local Law No. E-2026 was duly referred to the Onondaga County Planning Board ("OCPB") for review pursuant to General Municipal Law Section 239-m and -n, and,

pursuant to Case No. Z-26-240, dated October 7, 2026, the OCPB returned the matter for local determination, with no position taken; and

WHEREAS, it is in the public interest to enact said Local Law No. E-2026.

NOW, THEREFORE, it is

RESOLVED, that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact Local Law No. E-2026 as Local Law No. 4-2026 as follows:

**“TOWN OF VAN MARCELLUS
LOCAL LAW NO. 4-2026**

A Local Law Imposing a Twelve (12) Month Moratorium on Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities Within the Town of Marcellus

Be it enacted as follows:

Section 1: Intent

It is the intent of the Town Board of the Town of Marcellus to impose a twelve (12) month moratorium on the development, construction or use of Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers, and Data Storage Facilities within the Town of Marcellus. This local law is enacted under the authority of Section 10 of the New York Municipal Home Rule Law.

Section 2: Legislative Purpose

The Town Board of the Town of Marcellus finds that it is in the best interest of the Town of Marcellus to enact a moratorium on any new Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities, which consist of buildings containing numerous servers and which have high demand for energy, cooling, and water mechanisms, and can result in disturbing noise generation. The Town Board recognizes the potential impact of Commercial Cryptocurrency Mining Operations, Data Processing Centers, Data Mining and Data Storage Facilities on the Town’s infrastructure, environment, public health and safety, and welfare of its residents. Accordingly, it is the purpose of this temporary moratorium to provide the Town Board with sufficient time to study and address any concerns, including, but not limited to, zoning, environmental impacts, public safety, and economic implications resulting from Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities.

Section 3: Definitions

COMMERCIAL CRYPTOCURRENCY MINING: The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain,

and also the means through which new units of cryptocurrencies are released, through the use of Data Processing Centers employing data processing equipment.

CRYPTOCURRENCY: A digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

CRYPTOCURRENCY DATA MINE: A specific type of data center using a facility or use of land, buildings, or structures where computing equipment is used to solve complex mathematical algorithms in connection with verifying and adding transactions to a blockchain or other distributed ledger, commonly known as cryptocurrency mining. For purposes of this law, a cryptocurrency data mining operation shall be considered a distinct land use, different from a data center as defined in this section.

DATA MINING: The process of using multiple computers to store or warehouse data, discover patterns in large data sets involving methods that are applied to extract data patterns, and transform it into an understandable structure for further use. For purposes of this definition, any equipment which requires a High-Density Load Service, or any Server Farm, will presumably be a commercial data mining operation.

DATA PROCESSING CENTER: A building, dedicated space within a building, or group of structures used to house a large group of computer systems and associated components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Examples of such data include, but are not limited to, computationally intensive applications such as blockchain technology, cryptocurrency mining, weather modeling, genome sequencing, etc. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.

DATA STORAGE FACILITIES: A building, or structure, or partial use of a building or structure, used to store, manage, process, or transmit digital data for business uses, including computers, network equipment, systems, servers, and other associated components related to the digital data storage and operations that is secondary, subordinate and customarily incidental to and located on the same lot as the principal use of a property. Such a use cannot operate as an independent principal use.

HIGH DENSITY LOAD SERVICE: The provision of electrical service where the requested load density has, for any monthly billing period, either an average power demand in excess of 300 kilowatts, or an average power density in excess of 250 kilowatt-hours per year per square foot of the leased or owned boundaries of floor space devoted to operating the data processing equipment, and excludes space used for offices, storage, and other non-electronic processing uses.

SERVER FARM: Three (3) or more interconnected computers housed together in a single facility whose primary function is to perform cryptocurrency mining or associated data processing.

Section 4: Moratorium

A. The Town Board hereby enacts a moratorium which shall prohibit the development or construction of any Commercial Cryptocurrency Mining Operations, Cryptocurrency Data Mine, Data Mining, Data Processing Centers and Data Storage Facilities in the Town of Marcellus.

B. This moratorium shall be in effect for a period of twelve (12) months from the effective date of this Local Law and shall expire on the earlier of: (i) the date twelve (12) months from said effective date of this Local Law, unless renewed; or (ii) the enactment by Town Board of a resolution indicating the Town Board is satisfied that the need for the moratorium no longer exists.

C. This moratorium shall apply to all real property within the Town of Marcellus.

D. Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and Data Storage Facilities within the Town of Marcellus which have previously been approved or are located on Town-owned property are hereby expressly excluded from this moratorium, and may be sited, placed, installed, constructed, erected and operated in accordance with approved plans. Further modification, alteration or enlargement of previously approved Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and/or Data Storage Facilities is prohibited while the moratorium is in effect.

Section 5: Relief from Provisions of this Local Law

A. The Town Board reserves to itself the power to vary or adapt the strict application of the requirements of this local law in the case of unusual hardship which would deprive the owner of all reasonable use of the lands involved.

B. Application for relief shall be filed in triplicate with the Town Code Enforcement Office together with a filing fee of \$250.00. The application shall specifically identify the property involved, recite the circumstances pursuant to which the relief is sought and the reasons for which the relief is claimed. Any costs, including expert consulting fees or attorneys' fees, incurred by the Town, shall be reimbursed to the Town by the Applicant. The Town Board shall apply Use Variance criteria as set forth in the New York State Town Law, Section 267-b (2) in reviewing any application for relief.

C. The Town Board may refer any applications for relief herein to the Town Planning Board/ Zoning Board of Appeal for its advice and recommendations, but all decisions on granting or denying such relief shall be made solely by the Town Board after determining whether or not the requested relief is compatible with any contemplated amendments to the Town Zoning Law. Unless completely satisfied that the proposed relief is compatible, the Town Board shall deny the application.

D. The Town Board shall conduct a public hearing on any request for relief within forty-five (45) days of receipt by the Town Code Enforcement Office and shall issue its final decision on requests for relief within thirty (30) days from the date of the public hearing.

Section 6: Penalties

Any person, firm or corporation that shall establish, place, construct, enlarge, erect or engage in any Commercial Cryptocurrency Mining Operations, Data Mining, Data Processing Centers and/or Data Storage Facilities in violation of the provisions of this local law or shall otherwise violate any of the provisions of this local law shall be subject to:

A. A fine not to exceed One Thousand and 00/100 Dollars (\$1,000.00) or imprisonment for a term not to exceed fifteen (15) days, or both. Each day a violation continues shall be considered a new violation.

B. A civil action inclusive of injunctive relief in favor of the Town to cease any and all such actions which conflict with this local law and, if necessary, to remove any constructions, improvements, or related items or byproducts which may have taken place in violation of this local law.

Section 7: Enforcement

This local law shall be enforced by the Code Enforcement Office of the Town of Marcellus or such other zoning enforcement individual(s) as designated by the Town Board. It shall be the duty of the enforcement individual(s) to advise the Town Board of all matters pertaining to the enforcement of this local law.

Section 8: Validity & Severability

If any section or part of this local law is declared invalid or unconstitutional, it shall not be held to invalidate or impair the validity, force, or affect any other section of this local law.

Section 9: Effective Date

This local law shall take effect immediately upon passage and thereafter shall be filed with the New York State Department of State and shall remain in force and effect for a period of twelve (12) months from the date of passage.”

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

Jane Attley	Town Supervisor	Voted	Yes/No
Terry Hoey	Councilor	Voted	Yes/No
Jeff Berwald	Councilor	Voted	Yes/No
Percy Clarke III	Councilor	Voted	Yes/No
Karen Pollard	Councilor	Voted	Yes/No

The foregoing resolution was thereupon declared duly adopted.

Dated: October 21, 2026



Proposal: David's Refuge 5K Run/Walk at Marcellus Park

Submitted by: David's Refuge

Contact: Rebekah Andre, Development Associate at David's Refuge

Email/Phone: rebekahandre@davidsrefuge.org ; 315-771-0127

Proposed Event Name: Run for Refuge 5k Run & Walk

Proposed Date: Saturday, July 24, 2027

1. Purpose of Event

David's Refuge respectfully requests permission to host a community 5K Run/Walk fundraiser at Marcellus Park. The event will raise awareness and funds to support respite and wellness programs for parents and guardians caring for children with special needs or life-threatening medical conditions.

We anticipate approximately **200-250** participants, plus volunteers and spectators.

2. Event Details

Location: Marcellus Park, Marcellus, NY

Date: Saturday, July 24, 2027

Time: 8 AM; Setup: 6 AM

Registration Opens: 7 AM

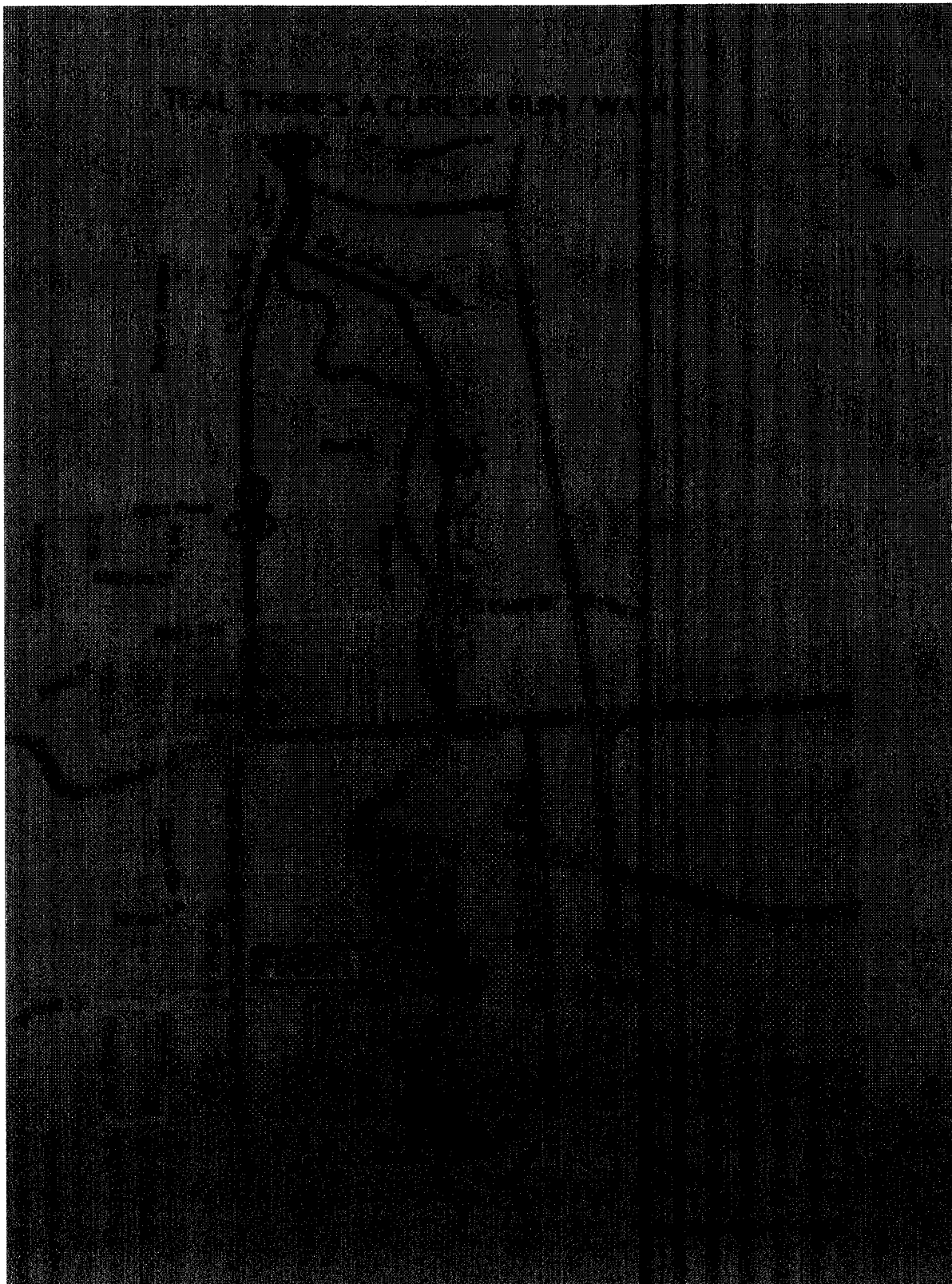
Race Start: 8 AM

Awards Ceremony: 10 AM

Event Concludes/Cleanup Complete: 11 AM

3. Proposed Course

- Utilize the same road course that "Teal for a Cure" used back in 2023 and that David's Refuge used this year on July 25, 2026.
- Clearly marked mile points and directional signage will be placed throughout the course.
- Water station(s) will be located at approximately mile 1 and mile 2.
- Course marshals/chaperones will be stationed at key intersections.
- Course Map (below) and roads as follows:
 - **START** in Marcellus Park
 - Platt Rd
 - Slate Hill Rd
 - West Seneca (175) briefly
 - Limerick St (Mile 1)
 - Orchard St
 - North St (174) (Mile 2)
 - South St
 - Platt Rd
 - **FINISH** in Marcellus Park





4. Safety, Security, and Police Coordination

- We will coordinate with the Marcellus Police Department and other appropriate agencies.
- Police presence will be requested for traffic control at designated crossings and roadways.
- Fire department involvement
- Emergency vehicle access routes will be maintained at all times.

5. Volunteers & Chaperones

Approximately 20-25 volunteers will assist with:

- Course marshaling
- Registration
- Water stations
- Parking coordination
- Cleanup

Volunteers will be briefed on safety procedures prior to the event.

6. Traffic Flow, Parking, and Road Closures

- Parking will be directed to designated park lots, both upper and lower.
 - Will coordinate with the empty lot/field next to the park for additional parking, per Jason Burke.
 - Any additional parking can be directed to the overflow lot next to the Village Parking Lots and street parking.
- Volunteers will assist with parking coordination.
- Any necessary temporary road closures will be coordinated with town, county, and state officials as required.
- Notification will be provided to affected residents and businesses if applicable.

7. Facilities & Equipment

- We will work with Mathieson Portable Toilets.
- Additional trash and recycling receptacles will be distributed throughout the event area.
- Cleanup crews will restore the park to its original condition immediately following the event.

8. Vendors & Activities

- Amplified sound will be limited to announcements and music at the start/finish area.
- We'd love to incorporate music throughout the race. Ex. DJ at the start/finish, additional music in the village.

9. Insurance

- David's Refuge will provide a certificate of liability insurance naming the Town/Village of Marcellus as additionally insured, if required.

10. Approvals & Coordination



- We will work with all required municipal, county, and state departments to secure necessary permits and approvals.

11. Cleanup Plan

- A designated cleanup team will ensure all signage, equipment, and waste are removed promptly. The park will be left in the same or better condition than prior to the event.

12. Community Impact

This event will bring families, runners, and supporters together for a positive community experience while supporting local caregivers. We are committed to minimizing disruption and ensuring a safe, well-organized event. We respectfully request approval to proceed with planning this event.

Thank you for your consideration and for supporting families served by David's Refuge.

TEMPORARY EASEMENT AGREEMENT

This Easement Agreement ("Agreement"), made this ____ day of _____ 2026, between **Sean D. Wright**, an individual with a mailing address of 2426 Glover Road, Marcellus, New York 13108 ("**Grantor**") and **THE TOWN OF MARCELLUS**, a New York municipal corporation with offices at 22 East Main Street, Marcellus, New York 13108 ("**Grantee**");

WITNESSETH

WHEREAS, Grantor is the owner of certain premises located on Glover Road in the Town of Marcellus, County of Onondaga, State of New York (bearing Tax Map No. 010.-03-05.0) (the "Property"); and

WHEREAS, the Grantee previously entered into a Temporary Easement Agreement with Grantor in order for the Grantee to repair the shoulder of Glover/Lawliss Road, which borders the West and South boundaries of the Property, which repair work necessarily involved the installation of gravel fill or similar material to fortify and repair the embankment of Glover/Lawliss Road, and involved the installation of a retaining wall on the Property (the "Retaining Wall"); and

WHEREAS, the Grantee desires to enter the Property for maintenance due to erosion of the gravel fill or similar material and due to block deficiency within the Retaining Wall and such maintenance requires an easement [EASEMENT AREA DESCRIPTION] of the Property as described in Exhibit "A" attached hereto for purposes of placement, operation and maintenance of equipment in connection with said retaining wall (the "Easement Area"); and

WHEREAS, the parties are desirous of entering into an agreement to provide for a temporary easement over the Easement Area to the Grantee as described below.

NOW, THEREFORE, in consideration of one and 00/100 dollar (\$1.00) (payment waived) and other good and valuable consideration and the mutual covenants contained herein, the parties agree as follows:

1. Grantor hereby grants, releases, transfers and conveys to the Grantee a temporary easement over the Easement Area as set forth above and described in Exhibit "A," attached hereto to allow the Grantee to install, operate and maintain equipment associated with the Town and use the Easement Area for repairing the retaining wall. The temporary easement shall expire upon completion of the repair of the retaining wall.
2. Grantee shall defend, hold harmless and indemnify Grantor of and from all damages or judgments arising from injury or death to person or property, except such damages to the Property of Grantor arising from the use of the Easement Area, by reason of and caused by the actions of Grantee in carrying out the purposes of this Agreement.

3. The Easement shall be temporary in nature and shall inure to the benefit of the parties hereto, their distributees, successors, assigns and grantees.
4. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver or any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
5. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of such party.
6. Any notice or communication required under this Agreement shall be in writing and sent to the parties at their respective addresses indicated in this Agreement, unless such addresses change by written notice to the other party, in which event the new address given shall be used for the sending of such notice or report. Any required notice or communication shall be delivered personally or by overnight courier or sent by certified mail, return receipt requested, properly addressed or postage prepaid. The date of delivery shall be the date the same has actually been received or refused.
7. Except for the rights specifically granted herein, Grantee agrees and acknowledges that it has no other rights or interest in the Property or the Easement Area either express or implied.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____ 2026.

Sean D. Wright

TOWN OF MARCELLUS

By: _____
Michael Ossit, Highway Superintendent

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

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared **SEAN D. WRIGHT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL OSSIT**, as **Highway Superintendent of the Town of Marcellus**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public