

Town of Marcellus
Board Meeting
Wednesday, May 6, 2026
6:30 PM

Call to Order

Salute to Flag

I. Waive the Reading and Accept the Minutes

II. Approve Monthly Financials

III. Old Business

A. Local Law No. A of 2026- 12-month Moratorium on Solar Battery Storage Facilities

III. New Business

A. Onondaga County Dept of Planning Review- LL No. A-2026

B. Enactment of Local Law No. A of 2026 - 12-month Moratorium on Solar Battery Storage Facilities

C. Fire Department Compensation Insurance

D. OCWA Project No. 9004232- Install Hydrant

E. Youth Soccer- Oil and stone parking lot

V. Reports From Department Heads

A. Codes

B. Highway

C. Parks/Rec

D. Town Clerk - Monthly Report

VI. Discussion Agenda

A. Fire Department

B. Fire Department Financials

C. AED

VII. Adjournment

Future Meeting Dates

Workshop Meeting- Wednesday, May 20, 2026- 6:30 pm- Town Hall

Planning/Zoning Meeting- Monday, June 1, 2026 - 6:30 pm- Town Hall

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

Town Board Meeting- Wednesday, June 3, 2026- 6:30 pm- Town Hall

Workshop Meeting- Wednesday, June 17, 2026- 6:30 pm- Town Hall

Marcellus Town Board
Board Meeting
Wednesday, April 1, 2026
6:30 PM

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, April 1, 2026, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Jane Attley	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Karen Pollard	Councilor

Also Present: Mike Ossit, Highway Superintendent; John Houser, Codes Officer; Chad Clark, Joel McNally, Matt Thorpe, Tom Lathrop, Bill Southern, Linda Wilcox, Patty Bishop, Timothy Chace, Connor Haney, Harper Patterson, Lisa Slater, Brandy Witthoft, Stephen Knapp, MAVES; Dave Card, Fire Department; Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

Waive the Reading and Accept the Minutes: Councilor Clarke made a motion seconded by Councilor Hoey to waive the reading and accept the minutes as submitted by the Town Clerk for March 4, 2026, Town Board meeting, March 18, 2026, Workshop meeting and March 25, 2026, Special meeting with the minutes provided by Supervisor Attley.

Ayes – Attley, Berwald, Clarke, Hoey and Pollard Carried

Monthly Activity: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 for April 1, 2026, Claim #'s 159403-159423, 159434-159438.

Expenses

General Fund	\$7,738.45
Part Town General	37.46
Townwide Highway	6,817.60
Part Town Highway	867.25
Fire District	89,983.50
Ambulance Fund	76,725.00
Total	\$182,169.26

Board Members were given the Activities Report as of March 27, 2026. Fiscal year 2026 Period 3.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,062,406.21)	283,071.34
Part Town General	(216,922.17)	48,253.01
Townwide Highway	(591,077.64)	204,800.22
Part Town Highway	(389,593.03)	16,539.65
Fire District	(446,886.35)	118,813.00
Hydrant Fund	(3,489.64)	1,797.83

Ambulance Fund	(311,759.74)	79,157.50
Sewer District	(215,880.29)	49,039.73
Water District	(168,611.39)	87,952.90

Bank Balances:

The total of all Bank Balances for February 2026 is \$5,375,900.56

Councilor Berwald made a motion seconded by Councilor Hoey to approve the Abstract of Audited Voucher Reports for April 1, 2026, Activities Report as of March 27, 2026, and the bank balance as of February 2026.

Ayes – Attley, Berwald, Clarke Hoey and Pollard

Carried

Old Business:

Proposed 12-month Moratorium on Solar Battery Storage Facilities: No action was taken on the 12-month moratorium as the public hearing is scheduled for April 15, 2026, at 6:30 PM and the GML referral will not be reviewed until April 22, 2026, by the Onondaga Planning and Zoning Board.

New Business:

Parks and Recreation Lake George Day Trip: A day trip is scheduled for July 21, 2026. The package includes round trip motor coach transportation, lunch cruise on the Lac Du Saint Sacrement, Lake George Outlets, visit to Martha’s Dandee Cream (purchase on your own) and taxes and gratuities. The trip will depart at 7:30 AM from Marcellus and the estimated arrival time home is 8:30 PM. More details are to come, and the price is to be determined.

Parks and Recreation Adirondack Adventure Overnight Trip: This trip is scheduled for October 1-2, 2026 and includes round trip motor coach transportation, on-night accommodation, one breakfast, one lunch voucher, two dinners (one on a sightseeing cruise), admission to The Wild Center, guided tour of Lake Placid, admission to Olympic Center Museum, visit to John Brown’s Farm, cruise on W.W. Durant (Raquette Lake), Baggage handling (one bag per person) and all taxes and gratuities. The trip will depart from Marcellus on October 1, 2026, at 8:00 AM and return to Marcellus at an estimated arrival time of 9:30 PM on October 2, 2026. More details are to come, and the price is to be determined.

Reports From Department Heads:

Codes: John Houser, Codes Officer and Jeremy Perry, Deputy Codes Officer will be attending an annual in-service training conference.

Highway Department: Mike Ossit, Highway Superintendent; we have started road sweeping. NYSEG alerted Mike of a large power draw on the Platt Road sewer pump, W2O will be coming in May to perform their general service and will address the issue at that time. It is possible there is an issue with the motor.

Parks and Recreation: A representative was not present at the meeting.

Town Clerk: Rosemary Tozzi, Town Clerk; presented the monthly report for March 2026.

- Dog Licensing \$632.00
- Certified Copies-Marriage \$30.00
- Passport \$315.00
- Conservation \$16.58
- Marriage Licensing Fees \$17.50
- Trash Permit- Trailer \$100.00

Trash Permit- Passenger (6 loads)- \$150.00
Trash Permit- Truck \$315.00
Building \$227.00
Zoning Fees \$500.00

Trash permits are available for purchase in the Town Clerk's Office.

Discussion Agenda:

Fire Department: Dave Card turned in the Financials and Chief's report for the month of March. They will be placed on the next agenda for discussion. Dave thanked all those that attended the Special Meeting at the Fire Department on March 25, 2026, and would like to continue discussing the six topics he placed on the agenda.

Councilor Berwald asked Stephen Knapp from MAVES to attend the meeting to clear up any confusion regarding their billing/budget as this topic was brought up at the Fire Department Special Meeting.

Stephen Knapp, MAVES; Within the contract it states that the Town and MAVES have established a contract price that includes payment for an estimated co-payment (but not deductible) MAVES accepts the annual payment made by the Town to MAVES as payment for residents' co-payments, this does not apply to non-residents and people located in other municipalities. MAVES bills the patient directly for services and transportation (deductible), MAVES may collect these fees directly and retain such fees. MAVES is contracted to provide 24 hours, 7 days per week, emergency medical ambulance services for all people situated in the entire corporate limits of the Town of Marcellus, including the Village of Marcellus. It costs \$1,400.00 per day for the contracted ambulance service, that is \$511,000.00 per year. The Town of Marcellus provides MAVES with \$306,900 per year to cover the agreement.

Supervisor Attley, we are going to an executive session to discuss a personnel issue. We don't foresee any business after the meeting.

At 6:49 PM the Town Board and Highway Superintendent Mike Ossit went into an Executive session.

Councilor Pollard made a motion seconded by Councilor Hoey to reopen the meeting at 7:02 PM.
Ayes – Attley, Berwald, Clarke Hoey and Pollard Carried

Supervisor Attley, Tom Finn from the Highway Department is officially retiring from his position. Tom has been with the Town for over two decades, we would like to thank him for his service. The Highway Department will be looking to hire another person.

Adjournment: Councilor Pollard made a motion seconded by Councilor Clarke to adjourn the Meeting at 7:03 PM.
Ayes – Attley, Berwald, Clarke Hoey and Pollard Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, April 15, 2026
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, April 15, 2026, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Jane Attley	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Karen Pollard	Councilor

Also Present: James Gascon, Town Counsel; Mike Ossit, Highway Superintendent; Don MacLachlan, Park and Recreation Director; Jeremy Perry, Krissy Lanning, Steve Casselbury, Matt Hanrahan, Mary D. and Bob Finn, Chad Clark, Brody Mitchell, Ayden Scheider, Jean Sharlow, Linda Wilcox, Tom Lathrop, Bill Southern, Tyler Cooper, Denis Donovan, Joanna Clarke, Joel McNally, Stephanie Finn, Dan Finn, Brandy Witthoft, Herman Witthoft, Andrew Reichel, Chrissy Reichel, Sally Bailey, Ken Tyminski, Morghan Ossit, Stacey Ossit, Mike Ossit, Jane Ossit, Diana and Zoe Nightingale, Sandy Taylor, Tom and Lisa McHale, Kathy Kusnierczyk, Tom Vulcano, Mary and Pat Reagan Dailey, Bobby Mayers, Rebekah Andre, Tyler and Kristy Kudlick, Mallory Zabinski, Tamara Clarke, Owen Haney, John Pawlewicz, Robert MacClurg, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

Retirement Proclamation for Thomas Finn: Thomas Finn retired from his position as an MEO with the Town of Marcellus Highway Department. Thomas was recognized for his twenty-two plus year career and his dedication to both his position and our community.

PUBLIC HEARING- Local Law No. A of 2026 12-month Moratorium on Solar Battery Storage Facilities:

Supervisor Attley opened the public hearing at 6:37 PM

Town Counsel, Mr. Gascon; Some solar projects, especially larger solar projects have large ion batteries and when they catch fire, it's difficult for firefighters to fight the fire. They can pose some environmental issues. The Town Board has decided to pass a one-year moratorium on lithium-ion battery storage systems so research can be done on the potential hazards. This will include information based on community involvement and communication with the fire department.

Councilor Pollard pointed out an error in section 6 D. There was an inconsistency with the number of days provided for public hearing and final decision. The errors have been corrected.

There were no other questions or comments from the public or Town Board.

Councilor Clarke made a motion seconded by Councilor Hoey to close the public hearing at 6:40 PM.

Ayes --Attley, Berwald, Clarke, Hoey and Pollard

Carried

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 for April 7, 2026. Claim # 159448.

	Expense	
General Fund		\$320.94

Total \$320.94

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #4 for April 15, 2026. Claim #'s 159449-159482.

	Expense	
General Fund		\$9,749.92
Part Town General		476.10
Townwide Highway		1,735.83
Part Town Highway		5,561.00
Sewer District		48,989.98
Total		\$66,512.83

Councilor Hoey made a motion seconded by Councilor Berwald to approve the Abstract of Audited Vouchers and pay the bills for April 7, 2026, and April 15, 2026.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Old Business:

Proposed 12-month Moratorium on Solar Battery Storage Facilities: No action was taken on the 12-month moratorium. The GML referral will be reviewed on April 22, 2026, by the Onondaga Planning and Zoning Board.

Parks and Recreation Lake George Day Trip & Adirondack Adventure Overnight Trip: A Lake George trip is scheduled for July 21, 2026. The package includes round-trip motor coach transportation, lunch cruise on the Lac Du Saint Sacrement, Lake George Outlets, visit to Martha’s Dandee Cream (purchase on your own) and taxes and gratuities. The trip will depart at 7:30 AM from Marcellus and the estimated arrival time home is 8:30 PM. The cost per person is \$160.00. Adirondack overnight trip is scheduled for October 1-2, 2026 and includes round trip motor coach transportation, one-night accommodation, one breakfast, one lunch voucher, two dinners (one on a sightseeing cruise), admission to The Wild Center, guided tour of Lake Placid, admission to Olympic Center Museum, visit to John Brown’s Farm, cruise on W.W. Durant (Raquette Lake), Baggage handling (one bag per person) and all taxes and gratuities. The trip will depart from Marcellus on October 1, 2026, at 8:00 AM and return to Marcellus at an estimated arrival time of 9:30 PM on October 2, 2026. The price is determined per person and by room occupancy. More information is available through the Parks and Recreation office.

Councilor Clarke made a motion seconded by Councilor Hoey to approve the Lake George and Adirondack adventure trips hosted by the Marcellus Parks and Recreation Department.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

New Business:

David’s Refuge 5K Run/Walk: David’s Refuge is a nonprofit based in Central New York. They have offices in Liverpool, Syracuse, and Rochester. They serve caregivers that have children with special needs or life-threatening medical conditions. It was founded in 2012, and serves over a thousand families a year, across New York State, but mostly in Central and Western New York, and serves caregivers that are based in Marcellus. **Rebekah Andre** from David’s Refuge is requesting permission to revise the previously approved proposal for the 5K run/walk fundraiser at Marcellus Park. The number of participants has increased; the course will now include the use of some roads and the park and incorporate music

throughout the race. The event will be held on Saturday, July 25, 2026, with a start time at 8:00 AM. The organization will coordinate with the Village Police Department and Fire Department to ensure emergency vehicles will be on site.

Supervisor Attley made a motion seconded by Councilor Clarke to approve the revised plans for David's Refuge 5K Run/Walk on July 25, 2026.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Justice Court Annual Fall Conference: The Court Clerk is requesting permission for herself and her Deputy Court Clerk to attend the 46th Annual Fall Court Clerks Conference which will be held in Albany, New York, September 28th-30th 2026. The conference provides valuable training and updates on current laws, procedures and best practices that are directly relevant to the daily operation of the court. Councilor Berwald made a motion seconded by Councilor Hoey to approve the Court Clerk and Deputy Court Clerk to attend the Annual Fall Court Clerks Conference.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Town Historian: Peg Nolan has stepped down from her position as the Town and Village Historian due to health issues. On behalf of our governing body and the residents of Marcellus we would like to recognize and thank Peg who has devoted herself to preserving the story of our town. While she is stepping away from this position, her contributions will remain a lasting part of this town. We are grateful for all she has given.

Marcellus Resident, Linda Wilcox spoke to Peg Nolan's daughter offering for the Historical Society to take position of her records and keep them secure at the Historical Society.

Councilor Pollard made a motion seconded by Councilor Clarke to appoint Linda Wilcox as the Town Historian.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Easement: Mike Ossit, Highway Superintendent, was looking for clarification and informing the Town Board of current and possible future issues with drainage easements.

Funds Transfer/Purchase Ferris Zero Turn Mower: Don MacLachlan, Park and Recreation Director is requesting approval to transfer funds in the amount of \$15,497 from General Fund Balance (A911) and place in Park Equipment Machine Equipment (A.7110.2000) for the purchase of a new Ferris ISX3300 2026 Zero Turn Mower. The Park Department will be trading in the Highway Department's Husqvarna mower and giving the Highway Department one of their mowers.

Councilor Berwald made a motion seconded by Councilor Pollard to approve the fund transfer in the amount of \$15,497 from General Fund Balance (A911) and place in Park Equipment Machine Equipment (A.7110.2000) for the purchase of a new Ferris ISX3300 2026 Zero Turn Mower.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Discussion Agenda:

Fire Department: The Fire Department will be hosting a pancake breakfast on April 26, 2026. They inquired if there is any progress with switching their workers' compensation insurance to a different company.

James Gascon, Town Counsel there is nothing illegal with the Fire Department having their own policy separate from the Town's policy. It states in the contract that the Town is responsible for paying the fees. The Fire Department should present the Town Board with documents regarding the new policy they would like.

Fire Department Financials: The Marcellus Fire Department turned in their financial statements through March 31, 2026, and the chief's report. A copy is available at the Town Clerk's Office upon request during business hours 8:30AM-4:00PM Monday through Friday.

MAVES Call Report: MAVES presented their call report for Q1 2026: January 1st- March 31, 2026. A copy is available at the Town Clerk's Office upon request during business hours 8:30AM-4:00PM Monday through Friday.

AED: The Town has three AEDs located at Town Hall, welcome center and in the maintenance building at the park. The Town has not held a training course in a few years. There was discussion regarding hosting a CPR and AED training course for Town employees. More information will be provided.

Supervisor Attley, the Platt Road pump station's pump is failing. It is a two-week turnaround once ordered. Supervisor Attley approved the purchase of a new pump on an emergency basis. The cost of the pump is around \$11,000.

Councilor Clarke: John Longuil passed away. He was a teacher and coach for forty plus years in Marcellus. We would like to recognize him.

Phyllis Fenner passed away. She was a first-grade teacher for 47 years in Marcellus. We would like to recognize her.

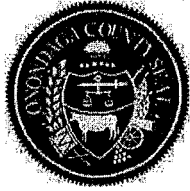
Adjournment: Councilor Berwald made a motion seconded by Councilor Clarke to adjourn the Workshop Meeting at 7:18 PM.

Ayes –Attley, Berwald, Clarke, Hoey and Pollard

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk



ONONDAGA COUNTY

DEPARTMENT OF PLANNING

J. Ryan McMahon, II
COUNTY EXECUTIVE

Troy Waffner
DIRECTOR OF PLANNING

TO: Members of the Town of Marcellus Town Board
FROM: Troy Waffner, Director Of Planning
DATE: Friday, April 17, 2026
RE: GML Administrative Review - Town-wide
RECOMMENDATION: No Position

Per General Municipal Law, §§239-m and -n, and the Onondaga County Planning Board Rules of Procedure and Referral Policy, the Board may delegate review and recommendation on certain referral actions to the Director of the Onondaga County Department of Planning.

These actions, determined as being generally routine in nature with minimal and/or well-understood intercommunity or countywide concerns, are listed within the Rules of Procedure, and at this website:
<http://www.ongov.net/planning/ocpbpreferableactions.html>. Please contact Onondaga County Department of Planning staff with any questions.

CASE NUMBER: Z-26-84
REFERRING BOARD: Town of Marcellus Town Board
DATE RECEIVED: 3/30/2026
TYPE OF ACTION: LOCAL LAW
APPLICANT: Town of Marcellus
LOCATION: Town-wide
WITHIN 500' OF: General Municipal Law Section 239-m allows the County Planning Board to review the adoption or amendment of a zoning ordinance or local law

PROPOSAL: The Town of Marcellus proposes to impose a 12-month moratorium on the "siting establishment, placement, installation, construction, erection, modification and/or enlargement of battery energy storage systems" (BESS) within the Town. Per the referral materials, the purpose of the moratorium is to allow the Town time to consider "zoning changes and the enactment of zoning measures to specifically address matters of community concern." The moratorium will be town-wide, applying to all zoning districts and real property.

Previously approved BESS or BESS located on Town-owned property are excluded from the moratorium. "Further modification, enlargement and/or alteration of previously approved BESS is prohibited while the moratorium is in effect."

Applications for relief may be applied for with the Town Code Enforcement Officer and reviewed by the Town Board.

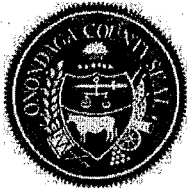
ADVISORY NOTE(S): Per GML § 239 on the legislative body or other authorized body having jurisdiction in a
For agency contacts and additional information about advisory notes, please visit: <http://ongov.net/planning/ocpbresources.html>

ADVISORY NOTE(S): municipality shall give notice to an adjacent municipality when a hearing is held by such body relating to a subdivision, site plan, special use permit, or a use variance on property that is within five hundred feet of an adjacent municipality. Such notice shall be given by mail or electronic transmission to the clerk of the adjacent municipality at least ten days prior to any such hearing.

RECOMMENDATION: No Position

For agency contacts and additional information about advisory notes, please visit: <http://ongov.net/planning/ocpbresources.html>

335 Montgomery Street, Syracuse, NY 13202 Phone: 315.435.2611
Email: countyplanning@ongov.net Website: ongov.net/planning/ocpb.html



Onondaga County Planning Board

J. Ryan McMahon, II
COUNTY EXECUTIVE

GML 239 Final Action Report

NYS GML § 239-m.6. and n.6. require the referring body to file a report of the final action it has taken on a referred matter with the county planning agency within 30 days after the final action (separate from the minutes taken at the meeting). The OCPB has provided this form to facilitate this reporting requirement.

Municipal Board:	Town of Marcellus Town Board	Type of Action:	LOCAL LAW
Applicant:	Town of Marcellus	OCPB Case #:	Z-26-84
Site Address:	Town-wide	OCPB Date:	4/22/2026

OCPB Recommendation: No Position

Local Board Action: Approved Disapproved Withdrawn Other

Local Board Action Date: _____

- Did the local board act? in agreement with all OCPB recommendations?
 (Check all that apply) contrary to all/some of the modifications or disapproval recommendations?
 contrary to all/some of the comments?
 to Disapprove the project for reasons other than those set forth by the OCPB?

Reasons for Contrary Actions (Required):

Per GML 239, a referring body which acts contrary to a County Planning Board recommendation of MODIFICATION or DISAPPROVAL of a referred matter must also set forth the reasons for the contrary action in such report. Please explain contrary actions and reasons below. Additional feedback as well as meeting minutes are also encouraged.

Please return completed report to countyplanning@ongov.net

For agency contacts and additional information about advisory notes, please visit: <http://ongov.net/planning/ocpbresources.html>

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

May 6, 2026

TOWN OF MARCELLUS LOCAL LAW NO. A OF 2026
("A Local Law Imposing a Twelve (12) Month Moratorium on
Battery Energy Storage Systems 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. A-2026, "A Local Law Imposing a Twelve (12) Month Moratorium on Battery Energy Storage Systems within the Town of Marcellus," was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on March 18, 2026; and

WHEREAS, a public hearing was held on such proposed local law on April 15, 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 Law of the State of New York; and

WHEREAS, on March 18, 2026, the Town Board declared itself lead agency and determined that the enactment of proposed Local Law No. A-2026 is a Type II Action thus concluding environmental review under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, it is

RESOLVED that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact Proposed Local Law No. A-2026 as Local Law No. 1-2026 as follows:

**“TOWN OF MARCELLUS
LOCAL LAW NO. 1 OF 2026**

**A LOCAL LAW IMPOSING A TWELVE (12) MONTH MORATORIUM ON
BATTERY ENERGY STORAGE SYSTEMS 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 and New York Municipal Home Rule Law §10.

SECTION 2. INTENT.

It is the intent of the Town Board of the Town of Marcellus to impose a twelve (12) month moratorium on the siting, establishment, placement, installation, construction, erection, modification and/or enlargement of battery energy storage systems within the Town of Marcellus.

SECTION 3. LEGISLATIVE PURPOSE.

The purpose of this Local Law is to temporarily halt development of battery energy storage systems, for a period of up to twelve (12) months, while the Town of Marcellus considers zoning changes and the enactment of zoning measures to specifically address the matters of community concern.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate battery energy storage systems. In the coming months, the Town will be diligently working towards the development of regulations that will address, in a careful manner, the siting, establishment, placement, installation, construction, erection, modification and/or enlargement of battery energy storage systems on a Town-wide basis and to adopt land use regulations for provisions to specifically regulate same.

SECTION 4. DEFINITIONS.

BATTERY/BATTERIES: A single cell or a group of cells connected together electronically in a series, in parallel or a combination of both, which can charge, discharge and store energy electrochemically. For the purposes of this Law, batteries utilized in consumer products are excluded from these requirements.

BATTERY ENERGY STORAGE MANAGEMENT SYSTEM: An electronic system that protects energy storage systems from operating outside of their safe operating parameters and disconnects when temperatures or other conditions are detected.

BATTERY ENERGY STORAGE SYSTEM: A rechargeable energy storage system consisting of electrochemical storage batteries, battery chargers, controls, power conditioning systems and associated electrical equipment designed to store energy to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Energy Storage System as follows:

- A. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600 kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
- B. Tier 2 Battery Energy Storage Systems have an aggregate capacity greater than 600 kWh or are comprised of more than one storage battery technology in a room or enclosed area.

Such systems shall include so-called "independent" or "stand-alone" systems or systems which are incidental to another primary use, including but not limited to any wind energy or solar energy systems.

CELL: The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store and deliver electrical energy.

SECTION 5. MORATORIUM.

A. The Town Board hereby enact a moratorium which shall prohibit the siting, establishment, placement, installation, construction, erection, modification and/or enlargement of battery energy storage systems anywhere within 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 the Town Board of a resolution indicating that the Town Board is satisfied that the need for the moratorium no longer exists.

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

D. Battery energy storage systems which have previously been approved and/or are located on Town-owned property are hereby expressly excluded from this moratorium and may be sited, established, placed, installed, constructed, erected and/or operated in accordance with the approved plans. Further modification, enlargement and/or alteration of previously approved battery energy storage systems is prohibited while the moratorium is in effect.

SECTION 6. 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 Officer, 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 New York State Town Law §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 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 ninety (90) days of receipt by the Town's Code Enforcement Officer and shall issue its final decision on requests for relief within sixty (60) days from the date of the public hearing.

SECTION 7. PENALTIES.

Any person, firm or corporation that shall establish, place, construct, enlarge and/or erect any battery energy storage systems 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) for each day a violation continues.

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 by-products which may have taken place in violation of this Local Law.

SECTION 8. 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 9. VALIDITY AND SEVERABILITY.

If any clause, sentence, paragraph, subdivision or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not impair or invalidate the remainder thereof but shall be limited in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the proceeding in which such judgment is rendered.

SECTION 10. EFFECTIVE DATE.

This Local Law shall take effect immediately upon passage and thereafter shall be filed with the New York State Department of State. It shall remain in full 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: May 6, 2026

CERTIFICATE

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May __, 2026.

ROSEMARY TOZZI
Town Clerk

(SEAL)

From: Blackwell, Tony ablackwell@mcneilandcompany.com
Subject: VFBL Coverage - Fire Districts Mutual
Date: Apr 30, 2026 at 11:43:41 AM
To: Davecard6@gmail.com

Hi Dave,

VFBL coverage is statutory coverage, so insurance carriers are all bound to provide the same coverage.

- Weekly Disability: Maximum of \$650 per week
- Medical Expenses: Necessary medical expenses, no maximum limit.

Please find attached a copy of the statutory NY Volunteer Firefighters' Benefit Law policy language that is attached to each of FDM's VFBL policies.

Additionally, I have attached a copy of the Extension of Employer's Liability Insurance endorsement that is also part of all VFBL policies issued by FDM. This coverage might not be provided by all VFBL carriers, but is provided by Fire Districts Mutual.. Here's a brief explanation of the coverage:

When an employee (or in this case volunteer firefighter) is injured in the course of their employment a Work Comp (VFBL) claim is filed to provide cash benefits and / or medical benefits for the injured worker and this usually resolves the matter. There are instances, however, where the employee, employee's family members or third party can file a lawsuit (*employers liability claim*) against the employer because of the injury. In the case of a VFBL policy where the extension of employers' liability coverage has been added, the coverage protects the Volunteer Fire Departments, Chiefs, Commissioners, and Board of Trustees if they are found liable in the lawsuit. The insurance carrier will pay for the benefits awarded in the lawsuit due to the bodily injury sustained by the volunteer firefighter.

Fire Districts Mutual will need authorization from the FD to bind coverage with the effective date you require. This date should coincide with the cancellation of current coverage. I hope this helps answer your questions on coverage. Let me know if you need anything additional. Thank you again !!

Tony Blackwell,
Territory Sales Manager



800-822-3747 main
607-591-3562 cell
607-428-1530 direct
607-756-6225 fax

RECEIVED
MAY 01 2026
Town of Marcellus

*****QUOTATION ONLY*****
*****THIS IS NOT A POLICY OR A BINDER*****
FIRE DISTRICTS INSURANCE COMPANY INC.
NCCI No.: 15079
1 BLUE HILL PLAZA, PEARL RIVER, NY, 10965
(845) 352-8855
(Volunteer Firefighters' Benefit Law Policy)

Item 1. FEIN: 161082046

The Insured: MARCELLUS VOLUNTEER FIRE DEPARTMENT INC.

Quote No: 1878

Mailing Address: 4242 SLATE HILL ROAD
 MARCELLUS, NY 13108

Item 2. The policy period is from 04/01/2026 To 04/01/2027 12:01 A.M Standard time, at the insured's mailing address.

Item 3. Premium - Classification Code No. 7711

Location	Population	% Area	Annual Premium
Home Area: 001	6,066	100 %	\$28,758
List Other "Home Areas" Serviced Under Contract: SHEPARD SETTLEMENT FIRE PROTECTION DISTR	1	100 %	\$128
List "Outside Areas":			
Estimated Manual Premium			\$28,886
Extension of Employers Liability		10 %	\$2,889
Premium Subject to Experience Modification			\$31,775
Modified Premium		1	\$31,775
Estimated Standard Premium			\$31,775
Terrorism Risk Insurance Program		2.2 %	\$636
National Disasters and Catastrophic		0.2 %	\$58
Premium Discount		-9.18 %	-\$2,919
Expense Constant			\$200
Estimated Annual Premium			\$29,750
Security Fund		0.00 %	\$ 0
Estimated Total Annual Premium			\$29,750
Annual Minimum Premium: 3,514			

Fill in only where "Outside Area" has more than one contract for fire protection, provided the records of the "Home Area" are maintained so as to show separately its contract price as well as the total cost of all contracts being paid by the "Outside Area"

Form numbers of endorsements forming a part of the policy on its effective date:

WC 31 00 01 B WC 31 00 00 B WC 00 04 21 E WC 00 04 22 C WC 00 04 14 A WC 00 04 19 WC 31 06 06 A
 WC 31 06 07 A WC 31 06 18 A VF-105 Signature page

THIS QUOTATION IS NOT VALID AFTER 30 DAYS FROM THE ISSUE DATE

Producer MCNEIL & COMPANY, INC.
 P.O. BOX 5670
 CORTLAND, NY 13045

Issue Date 03/13/2026

Countersigned by: _____
 (Authorized Representative)

Rate Board File No.

Original Printing

Effective May 1, 2020

VOLUNTEER FIREFIGHTERS' BENEFIT LAW POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

<p>A. The Policy This policy includes at its effective date the information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p>B. Who Is Insured You are insured if you are the political subdivision named in Item 1. of the Information Page.</p>	<p>C. Volunteer Firefighters' Benefit Law Volunteer Firefighters' Benefit Law refers to the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York.</p> <p>It includes amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this policy.</p>
--	--

PART ONE-VOLUNTEER FIREFIGHTERS' BENEFIT LAW INSURANCE

<p>A. How This Insurance Applies This volunteer firefighters' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. Bodily injury must occur during the policy period. 2. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer firefighter's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. <p>B. We Will Pay We will pay promptly when due the benefits required of you by the Volunteer Firefighters' Benefit Law.</p> <p>C. We Will Defend We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate</p>	<p>and settle these claims, proceedings or suits.</p> <p>D. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; 3. litigation costs taxed against you; 4. interest on a judgment as required by law until we offer the amount due under the insurance; and 5. expenses we incur.
--	---

Original Printing

Effective May 1, 2020

<p>E. Other Insurance We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p>F. Recovery From Others We have your rights, and the rights of persons entitled to benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>G. Statutory Provisions These statements apply where they are required by law.</p> <ol style="list-style-type: none"> 1. As between an injured volunteer firefighter and us, we have notice of the injury when you have notice. 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. 	<ol style="list-style-type: none"> 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. 4. Jurisdiction over you is jurisdiction over us for the purposes of the Volunteer Firefighters' Benefit Law. We are bound by decisions against you under this law, subject to the provisions of this policy that are not in conflict with that law. 5. This insurance conforms to the parts of the Volunteer Firefighters' Benefit Law that apply to: <ol style="list-style-type: none"> a. benefits payable by the insurance; b. special taxes, payments into security or other special funds, and assessments payable by us under this law. 6. Terms of this insurance that conflict with the Volunteer Firefighters' Benefit Law are changed by this statement to conform to that law. <p>Nothing in these paragraphs relieves you of your duties under this policy.</p>
<p>PART TWO-EMPLOYERS' LIABILITY INSURANCE</p>	
<p>A. How This Insurance Applies This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. The bodily injury must arise out of and in the course of the injured volunteer firefighter's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law. 2. Bodily injury by accident must occur during the policy period. 3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer firefighter's activities 	<p>covered by this policy. The volunteer firefighter's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</p> <ol style="list-style-type: none"> 4. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada. <p>B. We will Pay We will pay all sums you legally must pay as damages because of bodily injury to your volunteer firefighters, provided the bodily injury is covered by this Employers' Liability Insurance.</p>

Original Printing

Effective May 1, 2020

<p>The damages we will pay, where recovery is permitted by law, include damage:</p> <ol style="list-style-type: none">1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer firefighter; and2. for care and loss of services; <p>provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer firefighter's duties and activities for you.</p> <p>C. Exclusions This insurance does not cover:</p> <ol style="list-style-type: none">1. liability assumed under a contract or agreement;2. any obligation imposed by the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law;3. bodily injury intentionally caused or aggravated by you;4. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries. <p>D. We Will Defend We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p>	<p>E. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none">1. reasonable expenses incurred at our request, but not loss of earnings;2. premiums for bonds to release attachments and for appeal bonds;3. litigation costs taxed to you;4. interest on a judgment as required by law; and5. expenses we incur. <p>F. Other Insurance We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p>G. Recovery From Others We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>H. Actions Against Us There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none">1. You have complied with all terms of this policy; and2. The amount you owe has been determined with our consent or by actual trial and final judgment. <p>This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.</p>
---	--

Original Printing

Effective May 1, 2020

PART THREE-YOUR DUTIES IF INJURY OCCURS	
<p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> 1. Provide for immediate medical and other services required by the Volunteer Firefighters' Benefit Law 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need. 3. Promptly give us all notices, demands and 	<p>legal papers related to the injury, claim, proceeding or suit.</p> <ol style="list-style-type: none"> 4. Cooperate with us, and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit. 5. Do nothing after an injury occurs that would interfere with our right to recover from others. 6. Do not voluntarily make payments, assume obligations or incur expenses except at your own cost.
PART FOUR-PREMIUM	
<p>A. Our Manuals All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.</p> <p>B. Premium Item 3. of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.</p> <p>C. Premium Payments You will pay all premium when due. You will pay the premium even if part of the Volunteer Firefighters' Law is not valid.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> 1. If we cancel, premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium. 2. If you cancel, premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancelation table and 	<p>procedures. Final premium will not be less than the minimum premium shown on the Information Page.</p> <p>D. Records You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p>E. Audit You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>

Original Printing

Effective May 1, 2020

PART FIVE-CONDITIONS	
<p>A. Inspection We have the right but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your volunteer firefighter or the public. We do not warrant that your facilities are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p>B. Long Term Policy If the policy is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p>	<p>C. Transfer of Your Rights and Duties Your rights and duties under this policy may not be transferred without our written consent.</p> <p>D. Cancellation</p> <ol style="list-style-type: none"> 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. 3. The policy period will end on the day and hour stated in the cancellation notice. 4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

Original Printing

Effective May 1, 2020

NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW
EXTENSION OF EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT

This endorsement provides Part Two – Employers' Liability Insurance to volunteer fire departments or volunteer fire companies and their fire chiefs, fire commissioners and board of trustees if the named insured is liable for payment of benefits to the volunteer firefighters of these volunteer fire departments and fire companies in accordance with the provisions of Section 30 of the New York Volunteer Firefighters' Benefit Law.

The premium for this endorsement is computed separately and is an additional 10% of the policy premium.

Note

1. To be attached to a Volunteer Firefighters' Benefit Law policy when issued to a political subdivision that has elected to voluntarily provide employers' liability insurance. Refer to the "Miscellaneous Values" in Part Three – Loss Costs of the Manual.



200 NORTHERN CONCOURSE
PO BOX 4949
SYRACUSE, NY 13221-4949

Central New York's Water Authority

www.ocwa.org

PHONE: (315) 455-7061
FAX: (315) 455-8510

April 13, 2026

Ms. Jane Attley, Supervisor
Town of Marcellus
22 East Main Street
Marcellus, NY 13108

RECEIVED

APR 17 2026

Town of Marcellus

RE: OCWA Project No. 9004232
Install 1 Hydrant- 4961 Limestone Road
Town of Marcellus

Dear Ms. Attley:

Enclosed please find Map File No. 1802 sheet G-21A, showing the following proposed hydrant in the existing L627- Limeledge Water District for your review.

1. Hydrant # 15436 – +/- 220' North of 4960 Limeledge Road

If the above hydrant meets with your approval, we request that the Town Board duly approve it. Sign and insert date on the enclosed three (3) Applications for Fire Hydrants. Return two (2) copies to our office and retain one copy for your files.

The Developer, Andrew Aupperle, will pay for the hydrant installation in conjunction with the 8" Water Main Extension. The Town will be notified when the hydrant is in service and then will be billed the annual hydrant maintenance rate, which is currently \$99.47 per hydrant per annum.

Thank you for your attention to this matter.

Very truly yours,
OCWA

Patrick Sherlock, P.E., B.C.E.E.
Engineering Manager

PS:ng

cc: Project # 9004232
Accounting 9004232
Hyd File #13

Enc. M.F. 1820_G21A // 3 Applications for Fire Hydrant
Billing Symbol – GLMR

OCWA

APPLICATION FOR FIRE HYDRANTS

Project No. 9004232

Name of Municipality: _____

Billing Address: _____

Billing Name (Indicate District, if applicable): _____

WD/WSD CODE # L627- Limeledge Water District

Date Resolution Approved by Municipal Board: _____

Fire District/Department Service this location: _____

LOCATION OF HYDRANT:

- 1. Hydrant #15436 - +/- 220' North of 4960 Limeledge Road

Application is hereby made to OCWA for the above installation(s), in order to provide fire hydrant service at the property locations as listed above.

It is understood and agreed that fire hydrant service shall be supplied and used only in accordance with Customer Rules of OCWA as now on file at OCWA's office and any modifications, alterations or amendments thereof, which may be hereafter adopted by OCWA.

It is understood and agreed that failure of the Applicant to give prompt written notice to have the fire hydrant service discontinued will make the Applicant liable for all charges until the time of written notification.

Type name: _____

Sign name: _____

Title: _____ Date: _____

Sign and Return 2 forms

Distribution: 1 signed copy Municipality retains
 2 signed copies OCWA
 Account File
 Engineering Project File

OCWA

APPLICATION FOR FIRE HYDRANTS

Project No. 9004232

Name of Municipality: _____

Billing Address: _____

Billing Name (Indicate District, if applicable): _____

WD/WSD CODE # L627- Limeledge Water District

Date Resolution Approved by Municipal Board: _____

Fire District/Department Service this location: _____

LOCATION OF HYDRANT:

- 1. Hydrant #15436 - +/- 220' North of 4960 Limeledge Road

Application is hereby made to OCWA for the above installation(s), in order to provide fire hydrant service at the property locations as listed above.

It is understood and agreed that fire hydrant service shall be supplied and used only in accordance with Customer Rules of OCWA as now on file at OCWA's office and any modifications, alterations or amendments thereof, which may be hereafter adopted by OCWA.

It is understood and agreed that failure of the Applicant to give prompt written notice to have the fire hydrant service discontinued will make the Applicant liable for all charges until the time of written notification.

Type name: _____

Sign name: _____

Title: _____ Date: _____

Sign and Return 2 forms

Distribution: 1 signed copy Municipality retains
 2 signed copies OCWA
 Account File
 Engineering Project File

OCWA

APPLICATION FOR FIRE HYDRANTS

Project No. 9004232

Name of Municipality: _____

Billing Address: _____

Billing Name (Indicate District, if applicable): _____

WD/WSD CODE # L627- Limeledge Water District

Date Resolution Approved by Municipal Board: _____

Fire District/Department Service this location: _____

LOCATION OF HYDRANT:

1. Hydrant #15436 - +/- 220' North of 4960 Limeledge Road

Application is hereby made to OCWA for the above installation(s), in order to provide fire hydrant service at the property locations as listed above.

It is understood and agreed that fire hydrant service shall be supplied and used only in accordance with Customer Rules of OCWA as now on file at OCWA's office and any modifications, alterations or amendments thereof, which may be hereafter adopted by OCWA.

It is understood and agreed that failure of the Applicant to give prompt written notice to have the fire hydrant service discontinued will make the Applicant liable for all charges until the time of written notification.

Type name: _____

Sign name: _____

Title: _____ Date: _____

Sign and Return 2 forms

Distribution: 1 signed copy Municipality retains
2 signed copies OCWA
Account File
Engineering Project File

Town of Marcellus Codes

Building permits issued this year to date

Permits

2	Commercial / Agricultural
3	Deck, Porch, Ramp
1	Dwelling - One Family
4	Fence
2	Heating Device / Fireplace
2	Pole Barn
2	Renovation / Alteration
3	Solar Panels
2	Swimming Pool
21	Total

Account#	Account Description	Fee Description	Qty	Local Share
A2544	Dog Licensing	Female, Spayed	28	252.00
		Male, Neutered	26	234.00
			Sub-Total:	\$486.00
A2545	Misc. Fees	Certified Copies - Marriage	4	40.00
			Sub-Total:	\$40.00
A2590	Conservation	Conservation	8	8.03
	Freon Removal	Freon Rremoval	44	660.00
	Marr. Lic	Marriage Licensing Fees	1	17.50
	Permit	Trash Permit-Passenger One Trip	18	270.00
	Permit Fee	Mattress	52	1,300.00
	Permit Fees	Trash Permit-Trailer	53	2,650.00
		Tire	48	352.00
		Trash Permit- Large Vehicle	3	180.00
		Trash Permit-Passenger	75	2,240.00
	Trash Permit-truck	92	4,140.00	
			Sub-Total:	\$11,817.53
B2110	Building	Building	11	709.00
	Plan & Zone	Zoning Fees	1	150.00
	Site Plan	Site Plan	1	100.00
			Sub-Total:	\$959.00
Total Local Shares Remitted:				\$13,302.53
Amount paid to:	NYS Ag. & Markets for spay/neuter program			54.00
Amount paid to:	NYS Environmental Conservation			136.97
Amount paid to:	State Health Dept. for Marriage Licenses			22.50
Total State, County & Local Revenues:		\$13,516.00	Total Non-Local Revenues:	
			\$213.47	

RECEIVED

MAY 0 1 2026

Town of Marcellus

Marcellus Volunteer Fire Department, Inc.
 Financial Statement Expenses
 For the Period January 1, 2026 thru April 30, 2026

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

Acct #	Acct Name	Amount	Budget	Difference
Admin				
5000	Computer	1,299.00	16,634.00	(15,335.00)
5001	Insurance	8,135.00	25,000.00	(16,865.00)
5002	Legal & Accounting	-	15,000.00	(15,000.00)
5003	Office Supplies	90.00	3,000.00	(2,910.00)
5004	Postage	156.00	1,000.00	(844.00)
5005	Admin Miscellaneous	-	-	-
5006	Outside Services	2,749.00	5,000.00	(2,251.00)
5007	Travel	-	-	-
5008	Chief's Car	-	12,000.00	(12,000.00)
	Group Total	12,429.00	77,634.00	(65,205.00)
Building				
6000	Cleaning	2,565.00	9,000.00	(6,435.00)
6001	Utilities & Telephone	8,710.00	25,000.00	(16,290.00)
6002	Building Repairs & Maintenance	3,765.00	30,000.00	(26,235.00)
6003	Building Supplies	549.00	3,000.00	(2,451.00)
	Group Total	15,589.00	67,000.00	(51,411.00)
Operations				
7000	Turn Out Gear		10,000.00	(10,000.00)
7001	Communications Equipment	955.00	38,000.00	(37,045.00)
7002	Fire Truck Supplies/Loose Eqmnt	1,389.00	4,000.00	(2,611.00)
7003	Truck & Vehicle Repairs & Maintenance	6,647.00	30,000.00	(23,353.00)
7004	Small Equipment Maintenance	617.00	5,000.00	(4,383.00)
7005	SCBA	288.00	8,000.00	(7,712.00)
7006	Fire & EMS Training		6,000.00	(6,000.00)
7007	Fire Protection		3,000.00	(3,000.00)
7008	Membership Recognition	1,346.00	2,500.00	(1,154.00)
7009	Physicals/Fit Test	150.00	9,500.00	(9,350.00)
7010	Fuel	1,106.00	6,000.00	(4,894.00)
7011	Response Supplies		2,000.00	(2,000.00)
7012	EMS Supplies		4,000.00	(4,000.00)
7013	Dress Uniforms	1,117.00	2,000.00	(883.00)
	Group Total	13,615.00	130,000.00	(116,385.00)
	Grand Total	41,633.00	274,634.00	(233,001.00)

Marcellus Volunteer Fire Department, Inc.
Expense by Payee
for the period of 04/01/2026 to 04/29/2026

Name	Amount
Aplos Software	\$49.50
Ascenzi & Corbis (Quickbooks)	\$100.00
BPAS	\$404.00
Critters Ridders	\$173.94
Eastern Security Services	\$156.00
Hudson Egg Farms, LLC	\$441.75
Jan-Pro	\$655.60
Joe Owen	\$396.26
Just Joe's	\$206.26
Lewis Uniform Co. LLC	\$572.36
McNeil & Co., Inc.	\$4,693.86
MES Service Company, LLC	\$298.53
Morgan Rubbish Removal, Inc.	\$208.53
Mustang Crystal Ball Cruise	\$500.00
NetManagelt	\$215.00
OCWA	\$138.53
Onondaga County Dept of Transportation	\$434.89
Provos Auto Parts	\$571.98
SpectraSite	\$238.82
Spectrum Enterprise	\$130.54
Sysco Syracuse LLC	\$1,362.51
tenKate grant services llc	\$500.00
W.B. Mason	\$89.97
Windstream	\$182.40
Total	\$12,721.23

RECEIVED

MAY 01 2026

Town of Marcellus

Account	Current Account Balance	Current CD/MM balance	Total
Building Reserve	\$21,752	\$0	\$21,752
Truck Reserve	\$138,213	\$372,100	\$510,313
Capital Reserve	\$10,000	\$0	\$10,000
Contract Checking	\$138,321	\$0	\$138,321

RECEIVED

MAY 01 2026

Town of Marcellus

This statement current as of April 29, 2026