

TOWN OF LANSING

APPLICATION FOR SPECIAL PERMIT

MAIL OR BRING THIS FORM

TO: Code Enforcement Office
Town Of Lansing
Box 186
Lansing, NY 14882
607 533-7054
tolcodes@twcnv.r.com

Special Permit No. _____
Application Date _____
Tax Map # _____
Zoning District _____
Fee paid & date _____
Receipt No. _____

Application is hereby made to: (check one) Build Extend Convert Other

LOCATION: BETWEEN 1100 & 1200 346/HARRIGER, Doug, Town of Lansing, New York.

Proposed use: 1 MONTH HAMMED HOUSE EVENT Estimated cost _____
Property owner: DOUG & AMANDA HARRIGER
Address: 974 MAIN ST LOCKE NY 13092

Name of person or organization Special Permit is being requested for: (if other than owner)
Name: JASON P. ETTTEL Mailing Address: 480 LANSINGVILLE RD #2
Phone: 484 824 8943 / 533 0069 RESIDENCE LANSING, NY 14882

The Structure(s) will be as follows:		Applicable:	
Type of Construction	<u>TEAT LIKE</u>	Required Permits Obtained	Date
Number of Stories	<u>SINGLE</u>	Tompkins County Health Dept.	_____
Number of Units	_____	Water	_____
Type of Heat	_____	Culvert	_____
Number of Baths	_____	Other	_____

The Undersigned applies for permission to do the above, in accordance with all provisions of all Laws or Regulations of the Town of Lansing, or others having jurisdiction, and affirms that all statements and information given herein are correct to the best of his/her belief.

Date referred to County Planning _____ Date response from County Planning received _____

NAME OF APPLICANT (PLEASE PRINT) JASON P. ETTTEL

Date of Public Hearing _____ SIGNATURE [Signature]

Date of Advertising _____
Fee Paid Advertising _____ ADDRESS 480 LANSINGVILLE RD #2 14882

Special Permit Approved _____
Special Permit Denied _____ PHONE NO. _____

THIS AGREEMENT is between DOUGLAS R. HARRINGER and AMANDA HARRINGER, residing at 974 Main Street, Locke, New York, 13092, as landlord, and JASON ETTTEL and INUAT PRODUCTIONS of 480 Lansingville Road. #2. Lansing New York 14882, as Tenant(s)

Witnesseth, on the subject to the terms of this Rental Agreement, the land lord has agreed to let, and hereby does let, to the tenant(s), and the tenant(s) have jointly and severally agreed to take, and hereby do take from the landlord a 7.6 acre parcel of vacant land located off Route 34B in the Town of Lansing, county of Tompkins and State of New York, a copy of said parcel is more particularly shown on map entitled "FINAL PLOT SHOWING PROPOSED DIVISION OF LANDS OF DONALD WORSELL" dated 6/1/2009 and designated "Lot Previously Approved For A Sale To Harriger", a copy of which is attached hereto and made a part hereof.

The term of the lease under this Rental Agreement will commence on September 1, 2013 and terminate on November 14, 2013, subject to the tenants' renewal option set forth below. The use of the premises is set forth on Exhibit A, a copy of which is attracted hereto and made a part of hereof. The tenant(s) hereby covenant and agree to pay the landlord the total rental sum of FIVE THOUSAND and No/100 DOLLARS (\$5000.00) for the term, said sum to be paid in advanced and upon the execution of this Rental Agreement. In addition the tenants shall have the option in their sole discretion to renew this Rental Agreement for the time period September 1, 2014 through November 14, 2014 on the same terms and conditions as set forth in this Rental Agreement upon payment of an additional FIVE THOUSAND and No/100 DOLLARS (\$5000.00) to be done on or before May 1, 2014.

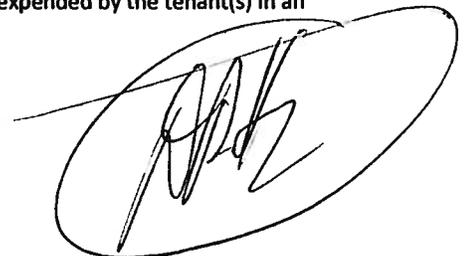
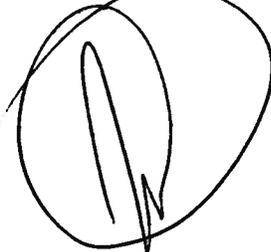
THESE PREMISES ARE ALSO LEASED UPON THE FURTHER COVENANTS AND CONDITIONS:

RULES & CARE OF PREMISES: during the term of the lease, the tenant should take good care of the premises and shall pay for all repair and additional expenses required whenever such shall have resulted from tenant's misuse or neglect or, carelessness that result in injury to the property and is not caused by or due to the negligence of the landlord. At the end of the term, tenant shall deliver up the premises in good condition, normal wear and tear excepted. The premises to be thoroughly cleaned at tenants expense before departure. The tenants shall post no fixed signs into the ground, and any unfixed road-side advertisement during event period must be professional/ clean looking and in accordant with regulations of Tompkins County and/- or The Town Of Lansing and to be posted only during the period of said lease dates. Landlord shall be exempt from any and all liability for any damage or injury to person or property of event and its occupancies, including all belongings stored belonging to INUAT PRODUCTIONS and any cause or happening whatsoever unless said damage be caused by or due to the negligence of the land lord. No smoking is allowed on the premises.

UNLAWFUL CONDUCT: The tenant will not use said or any part thereof for any unlawful purpose. Tenant shall not allow illegal activity involving controlled substances and shall remove guest engaged in such activity. Tenant shall not make or permit visitors to make any disturbing noise in or about the premises above the legal decibel level, nor permit to be done anything that will interfere with the rights, physical comforts or conveniences of neighbors. Any violation of this clause will be grounds to terminate tenancy. landlord may give to tenant 10 days' notice of intention to end the term of lease. At the expiration of said 10 days the term under this lease shall expire fully and completely as if that day were the day definitely fixed in this lease for the expiration of term, and then the tenant will quit and surrender the leased premises to the landlord. In the event the Tenant fails to leave the demised premises following the termination date, the landlord shall have the right to commence a holdover proceeding seeking the tenant(s) summary removal by way eviction from the demised premises.

DEFAULT (TENANT): In case of default in any of the covenants the landlord may reenter the premises, the same to have again, repossess and enjoy and the landlord may re-rent the remainder of the term at the best rent he can obtain. The tenant will make good of any deficiency such as the full removal of all of the tenant's property including any tenant's rentals and cleaning of premise that is not deemed reasonable wear and tear. If not made good the tenant shall pay all reasonable cost and expenses including court cost, filing fees, Sheriffs fees, attorney fees and collection fees which may be incurred or expended by the landlord in an action to enforce the terms of this lease including eviction.

DEFAULT (LANDLORD): in case of default arising from (1) the landlords' unreasonable termination of contract or the refusal of tenants' occupancy of the premises in accordance with the terms of this Rental Agreement, not due to tenant(s) default, or (2) the landlords failure to install a driveway on the premises by lease starting date of September 1st 2013, landlord shall refund the full rental amount of FIVE THOUSAND and NO/100 (\$5000.00). landlord shall pay all reasonable cost and expenses including court cost, filing fees, Sheriffs fees, attorney fees and collection fees which may be incurred or expended by the tenant(s) in an action to enforce the terms of this lease.



ABANDONED PROPERTY: Upon termination of this tenancy, whether by lapse of time, or in any other manner whatsoever, including termination by way of eviction proceeding, the tenant shall at once surrender possession of the demised premises to the landlord and remove all personal effects therefrom. Personal effects not removed shall be deemed abandoned and the landlord, at its option, may remove any or all of said effects in any manner that the landlord shall choose and store or dispose of the same without liability for loss thereof, and the tenant shall pay the landlord all expenses incurred in such removal and storage.

ACCESS: the landlord or his agents, shall have access to the property any time during the lease term. For the safety of the landlord and his agents, no entry in or close to the events structure is permitted without the presence of tenant or the tenants insured affiliates unless in case of an emergency. Only non-interfering activity in and about the land is allowed during the events opening hours on Fridays, Saturdays, and Sundays unless otherwise approved by tenants.

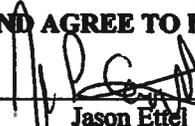
- 1) Tenant will pay for any and all utilities
- 2) Tenant will comply with all recycling rules of County of Tompkins and place recycling containers with all glass, paper, cans and cardboard at curb. Other trash shall be placed at the curb weekly with trash tags at tenant's expense.
- 3) The tenant shall comply with all codes, rules, statutes and regulations of the Town of Lansing and the County of Tompkins and obtain any and all necessary permits for the intended usage, including a mass gathering permit, if applicable.
- 4) The tenant will remove any and all garbage and trash on a weekly basis.
- 5) No sale or use of alcoholic beverages is allowed on said premises.
- 6) Tenant shall install rent and maintain portable toilets for all invited guests to the premises in accordance with any and all rules of the Tompkins County Health Department.
- 7) Tenant shall maintain necessary artificial lighting, but same shall be turned off at the source by 11:00 p.m.
- 8) The landlord's obligation will only be to place crushed gravel on the right of way from Route 34B. Said right of way designated 35 feet in width on said survey map. **15 FOOT WIDTH DRIVEWAY**

If the municipal authorities, for any reason, will not allow the purposed usage of the premises herein, the tenant will not be entitled to a return of the FIVE THOUSAND and No/100 DOLLARS (\$5,000.00) rental herein tendered to the landlord.

The tenant, at their expense, shall obtain a policy of liability insurance in the amount of \$1,000,000.00/\$5,000,000.00 with the landlord named as an additional insured.

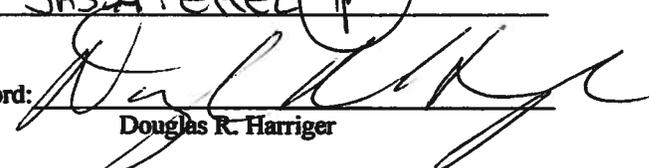
I (WE) HAVE READ AND UNDERSTOOD THIS LEASE AND AGREE TO ITS PROVISIONS:

Date: JULY 20TH 2013

Tenants: 
Jason Ettel

INUAT PRODUCTIONS

BY: JASON ETTTEL 

Landlord: 
Douglas R. Harriger

Landlord: _____
Amanda. Harriger

Sent

Deleted

[New folder](#)

Quick views

Documents 89

Flagged 1

Photos 420

Shipping updates 24

[New category](#)

JASON



Scott Purcell (spurcell@lansingfire.net) [Actions](#)

To: 'jason ettel', Lynn Day

Lynn,

I meet with Jason Ettl this morning. We discussed keeping the driveway/roadway from 34B to the end open with no parking on it and he agreed that there would be no parking on the driveway to give emergency vehicles access. This should be adequate for us to gain access in the event of an emergency.

As far as the rest of the structure I told him that was your deal and he would have to be compliant with the current codes and you would address that.

If you have any questions for me please don't hesitate to ask.

Scott

*Scott Purcell, Fire Chief
Lansing Fire Department
(607)-533-7733*



jason ettel 7/16/13

Code enforcement officers email - toicoded@twc...

Content from |

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7/17/2013 8:57 PM

HAUNTED HOUSE ATTRACTION

COVER SHEET

This pamphlet includes –

- **Material safety data sheets (M.S.D.) for products in question. Polyethylene tarp (tent material) and foam cover product fire retardant qualifications (a 2 part strength fortifier and fire retardant)**
- **Layered top view, side view, and detailed plans of event. the layers show from top to bottom and front to rear**
- **Land owner and I contract of rental and permission of land occupancy**
- **Google maps view and township drafting view of property**
- **A description of event (mostly safety concerns and management aspects)**
- **Email confirmation from Fire-Chief Scott Purcell of event awareness and emergency vehicle access.**

The does not include certain paper work requested by Permit officer of Lansing Township

- **Health department – non applicable health and/or environmental concerns on their part. Spoke with Pete Coats in environment section in Ithaca. Awaiting confirmation email.**
- **Police conformation of awareness of event. Verbal confirmation to Code enforcement officer of Lansing township.**

Haunted Attraction

General Event Information

- Opening dates September 28th to October 31st. ticket sales 6:00pm to 11:00pm opening hours of operation
- Parking attendants
- Lit pathways for waiting line
- No food or drink sold (no alcohol permitted) filtered mineral water in office tank by ticket sales
- All trash and recycling is removed daily. 3 sets will be placed
- No amplified sound
- 3 porta-johns for patrons. Lit between waiting line, ticket booth, and parking lot. 1 for volunteers.
- No loitering policy. All walkways designed to lead to parking lot from house. No feasible area to stand other than designated grass cut out for waiting line (high weeds)
- At ticket booth there will be a warning sign posted for patrons; making them aware of their own personal health risk such as seizures, pregnancy, claustrophobia and children. Although the event is all ages, parents and patrons should be responsible.
- Emergency lighting and smoke detectors
- All electric run off of generators. Separate generators for emergency lighting.
- All electric cable will be exterior, 14g, coated extension cord wire. No hard wiring, extension cord female to male plugs. No electric lines will cross walkways or be miscellaneously hung/ draped.
- All materials are fire retardant rated (refer to MSD and CPA sheets)
- Rain proof tenting used with rain area waiting line. Rain area waiting line opposed to the interactive waiting line. Interactive waiting line consisted of haunts with the line.
- No flame to be used what so ever; such as candles or tiki torches, camp fires etc..
- Emergency exit with in any area out the sides.
- Minimal occupancy in each area
- Low occupancy per tent. 8 groups per section at a time.
- No knobs or protrusions throughout event. soft corners only.
- Handy-cap parking designated at entrance.
- Large capacity parking if needed.
- LCD flood lights for parking

Town of Lansing

AGRICULTURAL DATA STATEMENT

Date: _____

Instructions: In accordance with Section 283-a of the New York State Town Law, this form must be completed for an application for a special permit, site plan approval, use variance, or a subdivision requiring municipal review that would occur on property with 500 feet of a farm operation in a certified Agricultural District.

Table with 2 columns: Applicant and Owner (if different from applicant). Applicant: JASON PETTEL, 430 LANSINGVILLE RD #2, LANSING, NY 14802. Owner: DOUG HARRIGER, 974 MAIN STREET #, LOCKE, NY, 13092.

- 1. Type of Application: [] Special Use Permit; [] Site Plan Approval; [] Use Variance; [] Subdivision Approval
2. Project Name/Location: BETWEEN 1100 & 1200 34th (RIDGE RD) LOT NO. 09-726
3. Tax Parcel Number(s):
4. Description of proposed project: HAUNTED HOUSE EVENT DEM ON WEEKENDS FRI, SAT, SUNDAY. THEATRICAL FULL-NO GOODS SOLD + NO AMPLIFIED SOUND + NO LOITERING. PARKING ATTENDANTS WILL BE USE AS WELL AS VOLUNTEER MANAGEMENT.
5. Number of total acres involved with project: 3
6. Number of acres presently in Tax Parcel: 7.6 + EXISTING RIGHTAWAY
7. How much of the site is currently farmed? 0 Acres
8. Please identify who is farming the site:
9. Does this person own, or rent the land. (Please check only one).
10. Please indicate what the intentions are for the use of the remainder of the property: VACANT. EVENT IS OCTOBER ONLY

11. Who will maintain the remainder of the property not being used for this development?

12. Other project information. Please include information about the existing land cover (crops or vegetation), any known impacts on existing stormwater drainage (including field tiles), or other significant plant materials: EVENT IS DELETED

FOR USE ABOVE GROUND. TENT STAKES ONLY. EVENT IS

ITS ENTIRETY WILL BE BROKEN DOWN & REMOVED. LAND

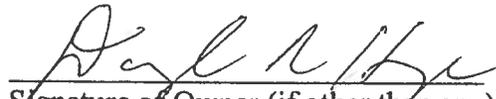
GROWTH IS GRASS & WEEDS BOUNDARIED BY A TREE LINE.

1000 FT FROM NEAREST HOME. EVENT POSSES NO IMPACT

TO ENVIRONMENT AROUND LAND



Signature of Applicant



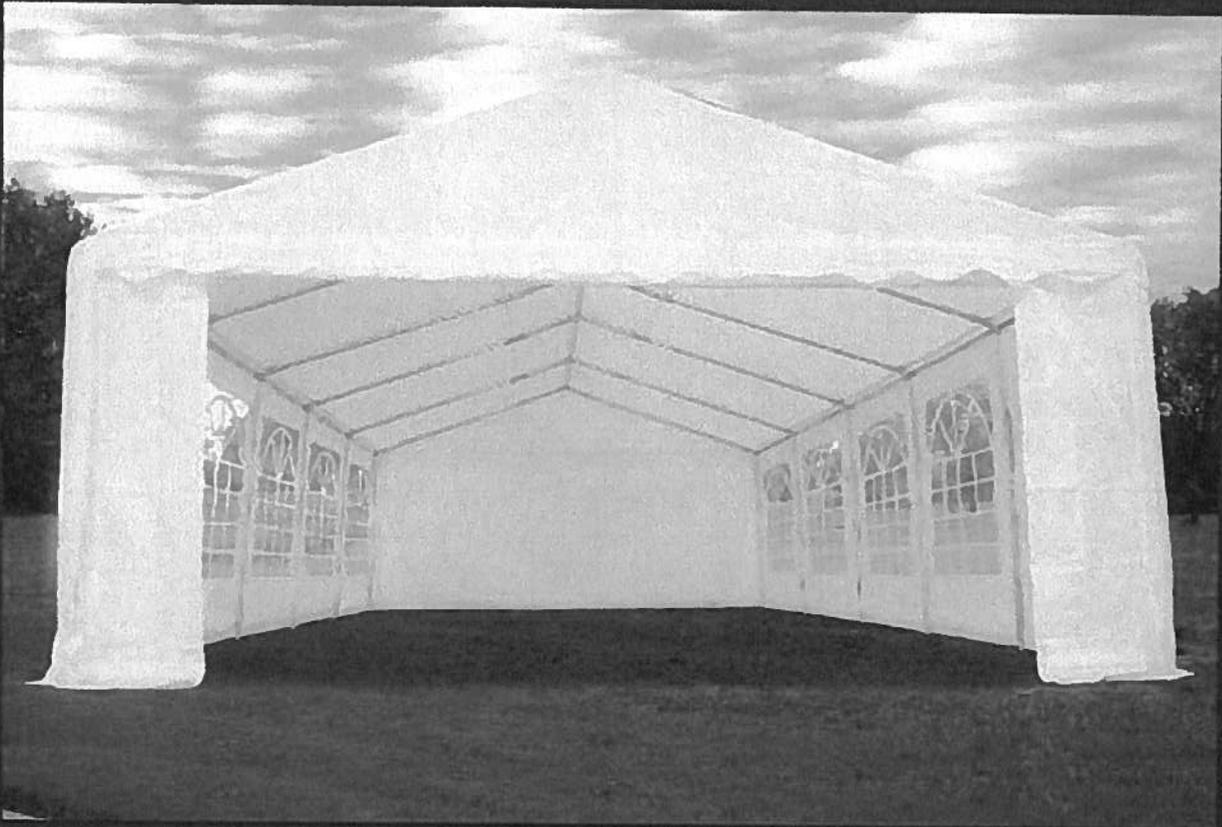
Signature of Owner (if other than app)

FOR TOWN USE ONLY:

Note: This form and a map of the parcel(s) should be mailed to County Planning as part of the GML 239 m and n referral. It should also be mailed to property owners within 600 feet of the property boundary (Attach list of property owners within 600 feet).

Name of Staff Person: _____

Date referred to County Planning: _____



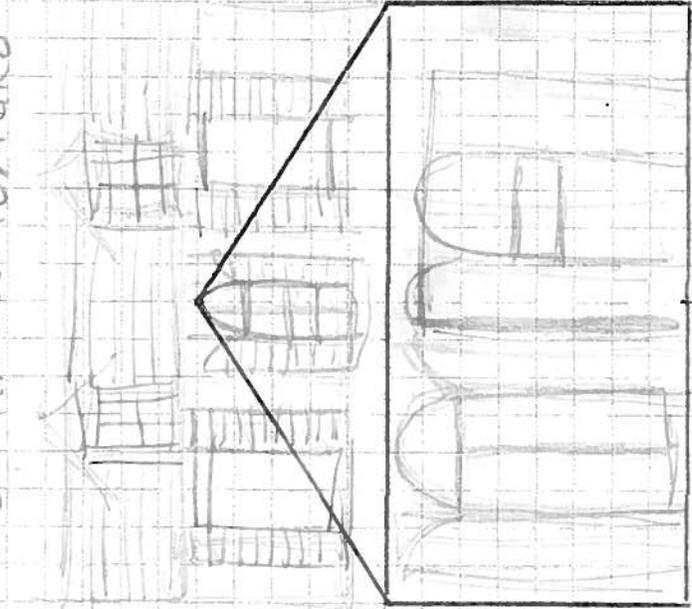
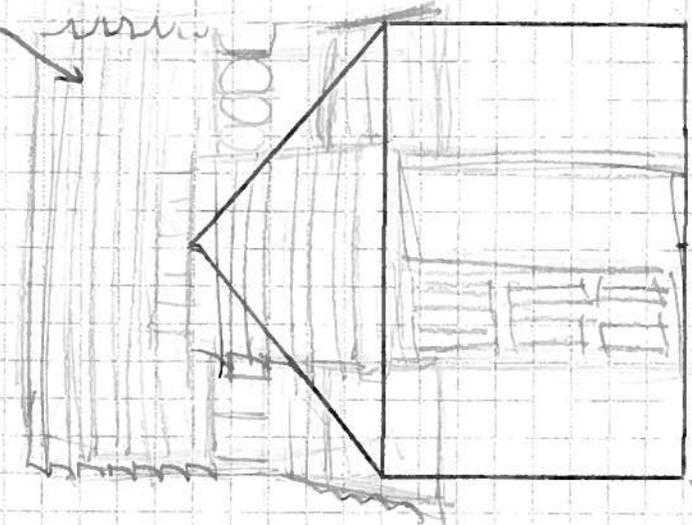
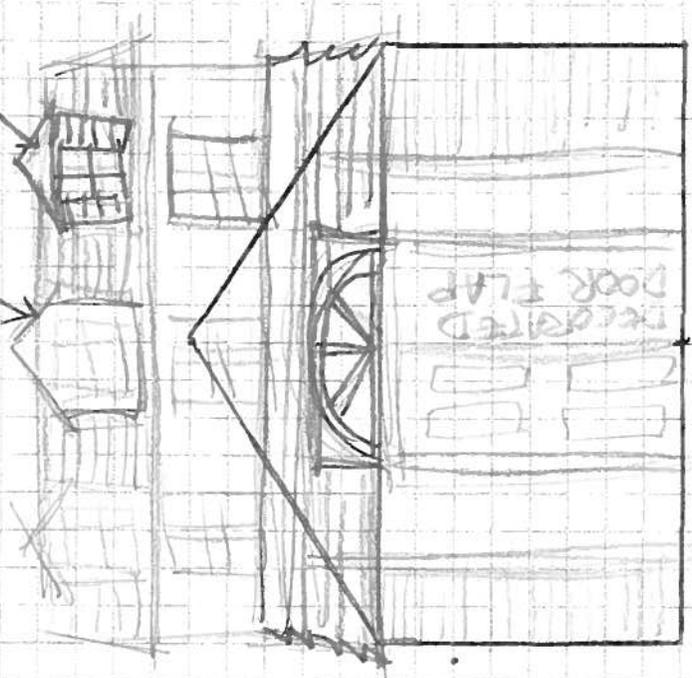
ACTUAL TENT BEING USED - 16' x 32'

(LIGHTWEIGHT
BAS-RELIEF
NON-STRUCTURAL
DECORATIVE
FACADE)

SIMULATED
DORMER

SIMULATED WINDOW
APPLIQUES

SIMULATED SHINGLE TEXTURE



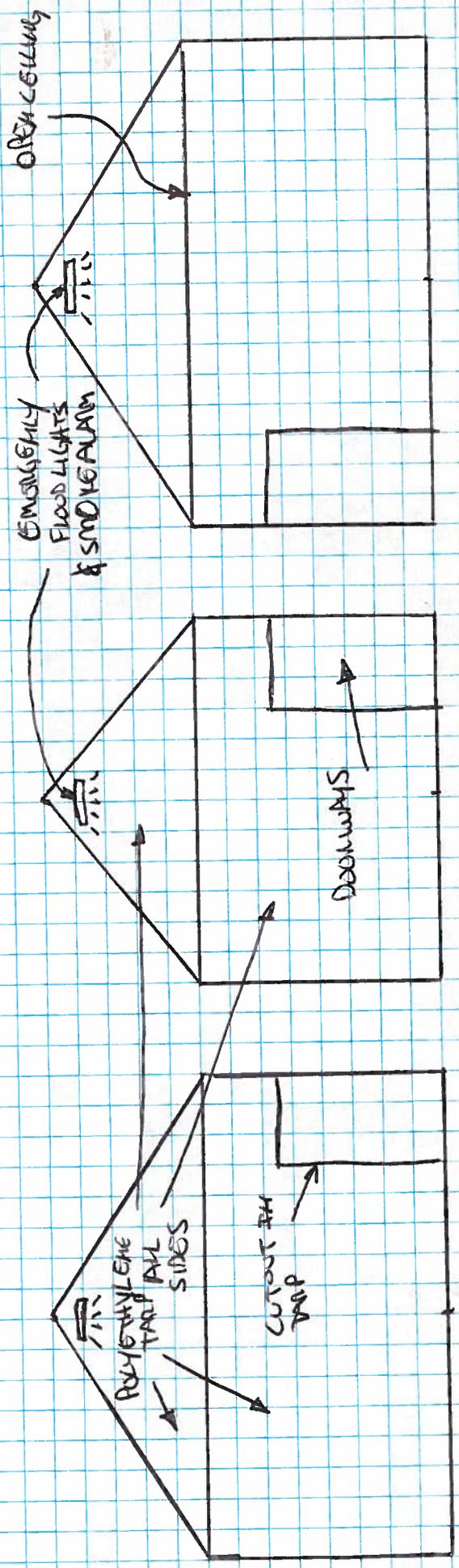
LIGHTWEIGHT FACADES
WEIGHT ONLY 35/40 LBS
APPROX

(TYPICAL DECORATION STYLES)
(DESIGN MAY VARY SLIGHTLY)

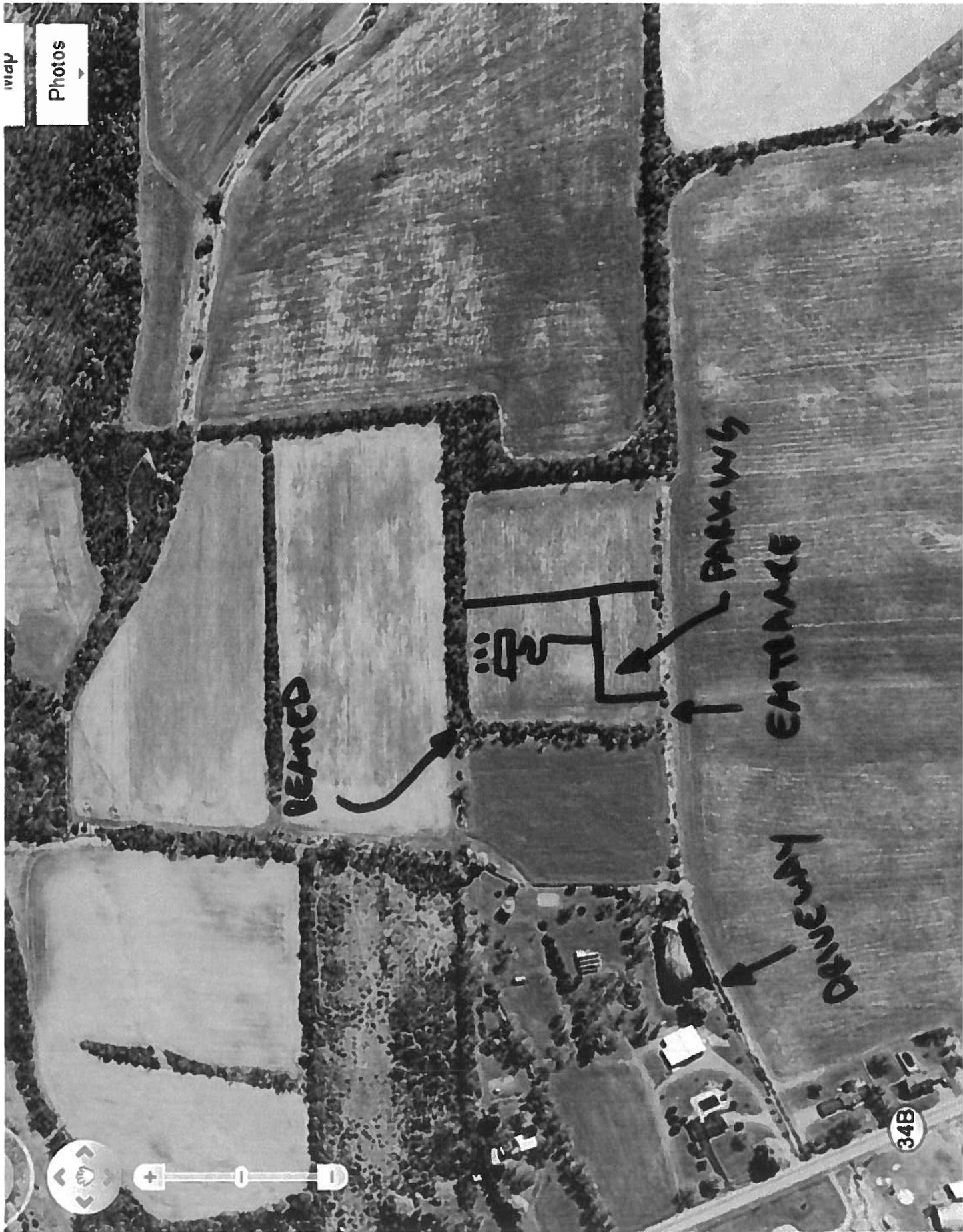
HAVATED ATTENTION

FRONT VIEW

SCALE ONE SQUARE = 1 FOOT



HAUNTED ATTRACTION VIEW & DESCRIPTION



RELATED SECTION

EVENT

LIGHTED
WAITING
LINE
PATH

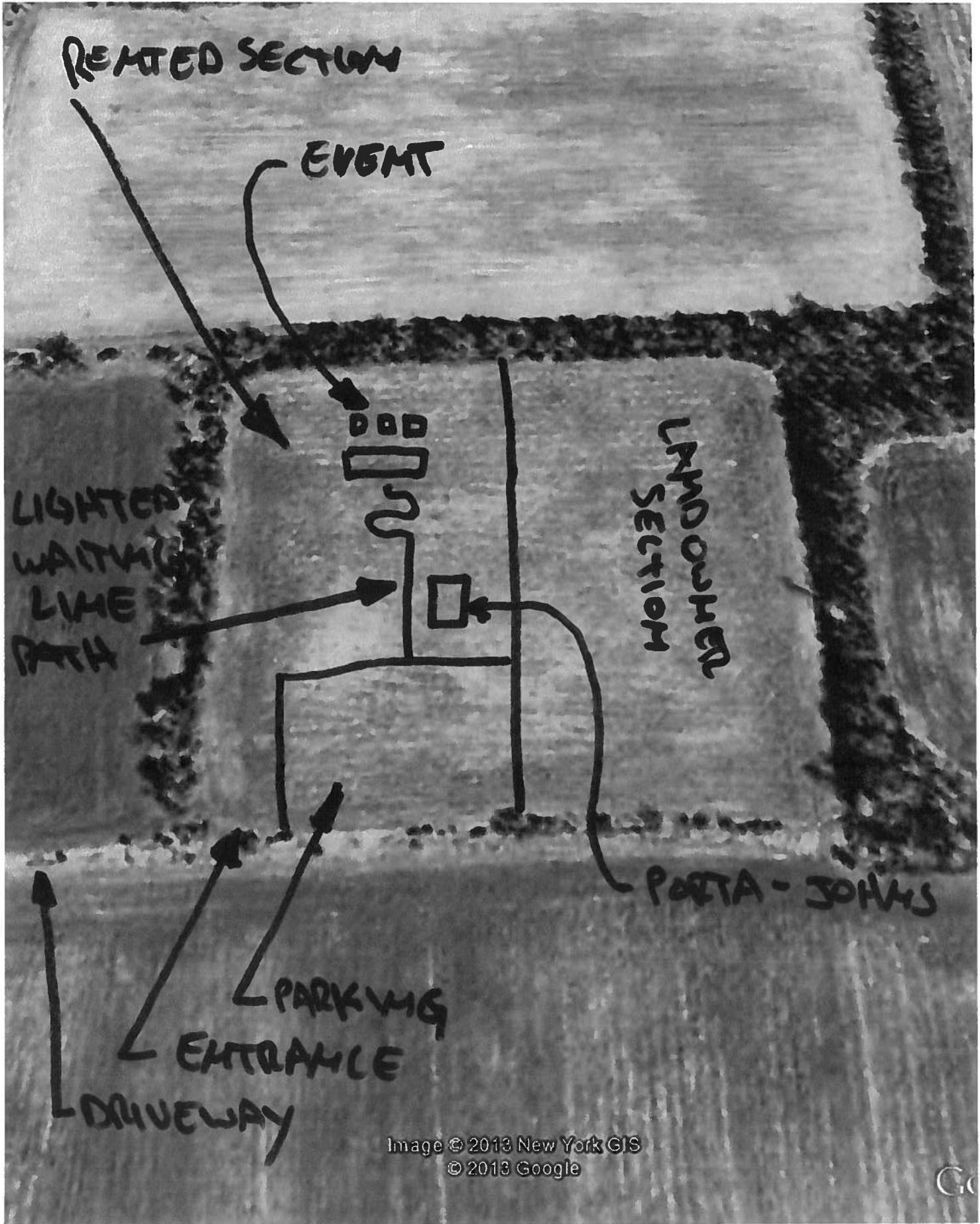
LANDOWNER
SECTION

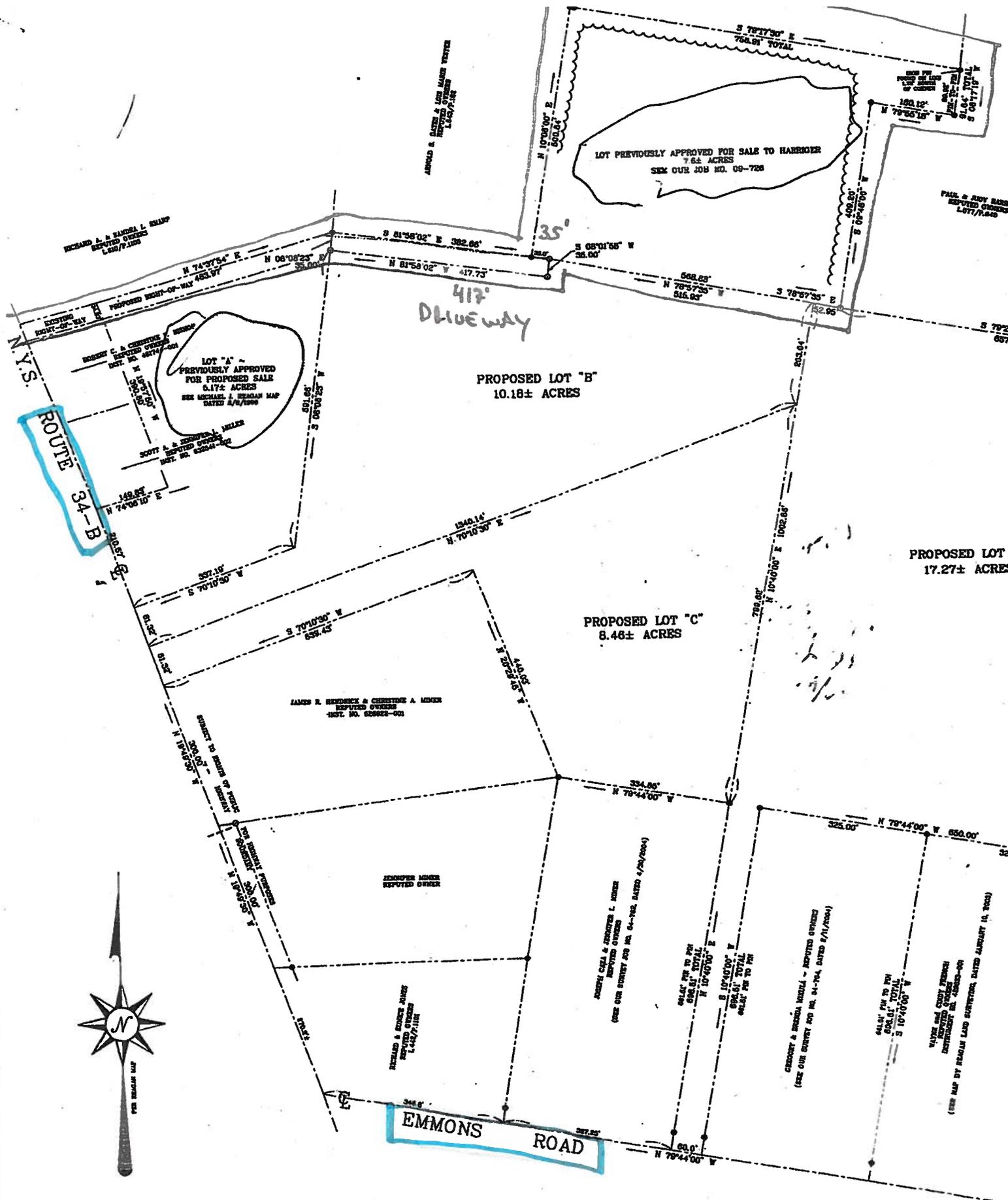
PORTA - JOHNS

PARKING

ENTRANCE

DRIVEWAY





RICHARD A. & SANDRA L. EMANO
REPORTED OWNERS
L.4477/1182

ARMOUR S. BATES & JANE MARIE TRITNER
REPORTED OWNERS
L.1423/1182

PAUL & JUDY HARR
REPORTED OWNERS
L.677/1.040

ROBERT C. & CHRISTINE J. HENNER
REPORTED OWNERS
DIST. NO. 46374-001

SCOTT A. & JENNIFER L. JELLES
REPORTED OWNERS
DIST. NO. 46241-002

JAMES R. HENDRICK & CHRISTINE A. MINER
REPORTED OWNERS
DIST. NO. 62662-001

ZACHARY MINER
REPORTED OWNER

RICHARD & JENNIFER JONES
REPORTED OWNERS
L.4477/1182

JENNIFER CHIA & JENNIFER L. MINER
REPORTED OWNERS
(SEE OUR SURVEY JOB NO. 04-744, DATED 4/24/2004)

CALLS FOR TO THE
ACRES TOTAL
N 10°40'00" E
CALLS FOR TO THE
ACRES TOTAL

CHRISTY & JENNIFER MINER - REPORTED OWNERS
(SEE OUR SURVEY JOB NO. 04-744, DATED 4/1/2004)

CALLS FOR TO THE
ACRES TOTAL
S 10°40'00" W

WYATT AND COURTNEY MINER
REPORTED OWNERS
DISTRICT NO. 42585-001
(SEE MAP BY BEAMAN LAND SURVEYING, DATED AUGUST 14, 2003)

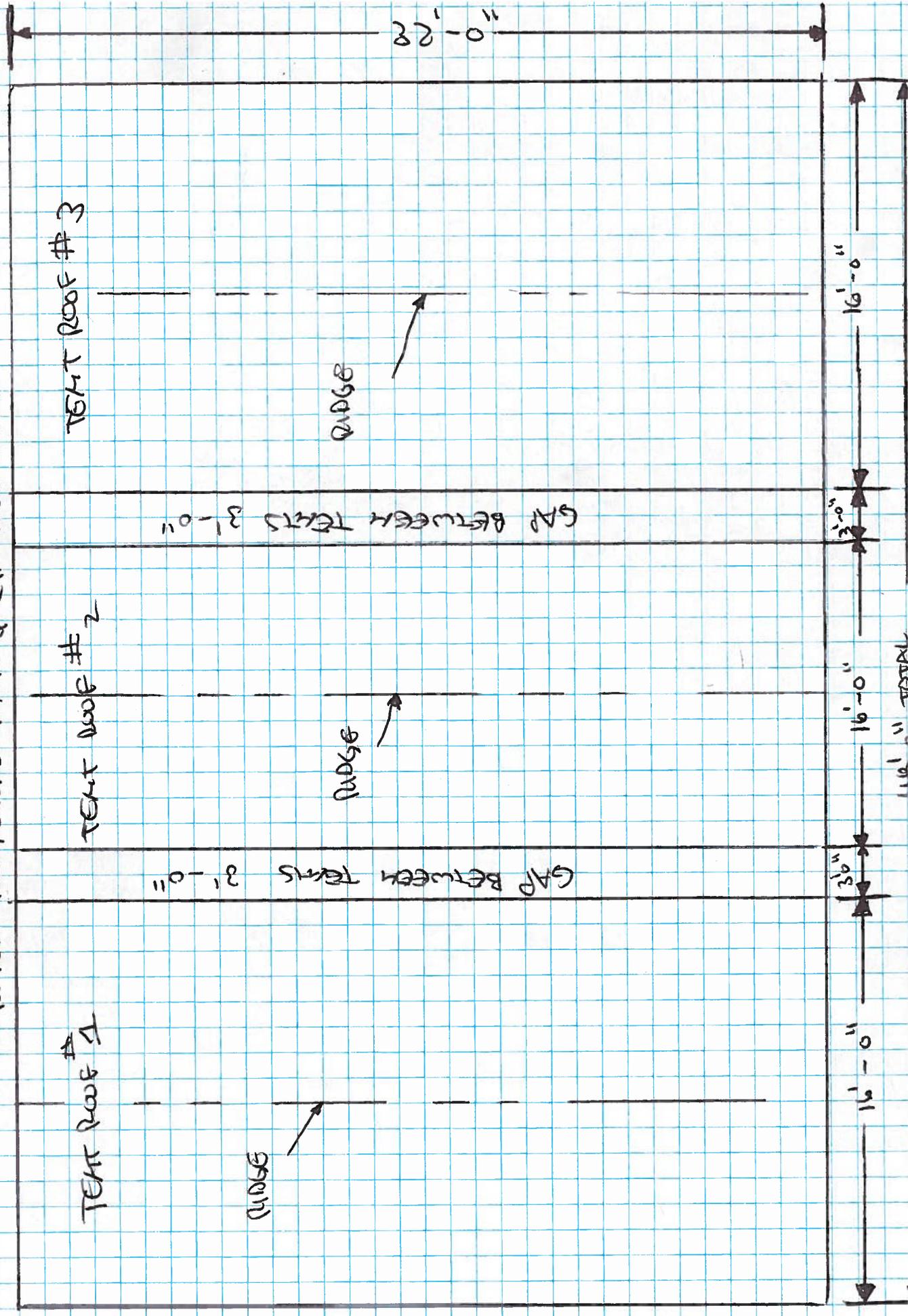


SCALE 1" = 1 FOOT

HAWKTED ATTACHMENT
TOP VIEW

LAYERED VIEW #1

THREE TEXTS / HEAVY DUTY FRAME / POLYETHYLENE FINE NET AND CPA COVER & SIDES
- REFER TO ACTUAL PHOTO & CPA SPEC SHEET

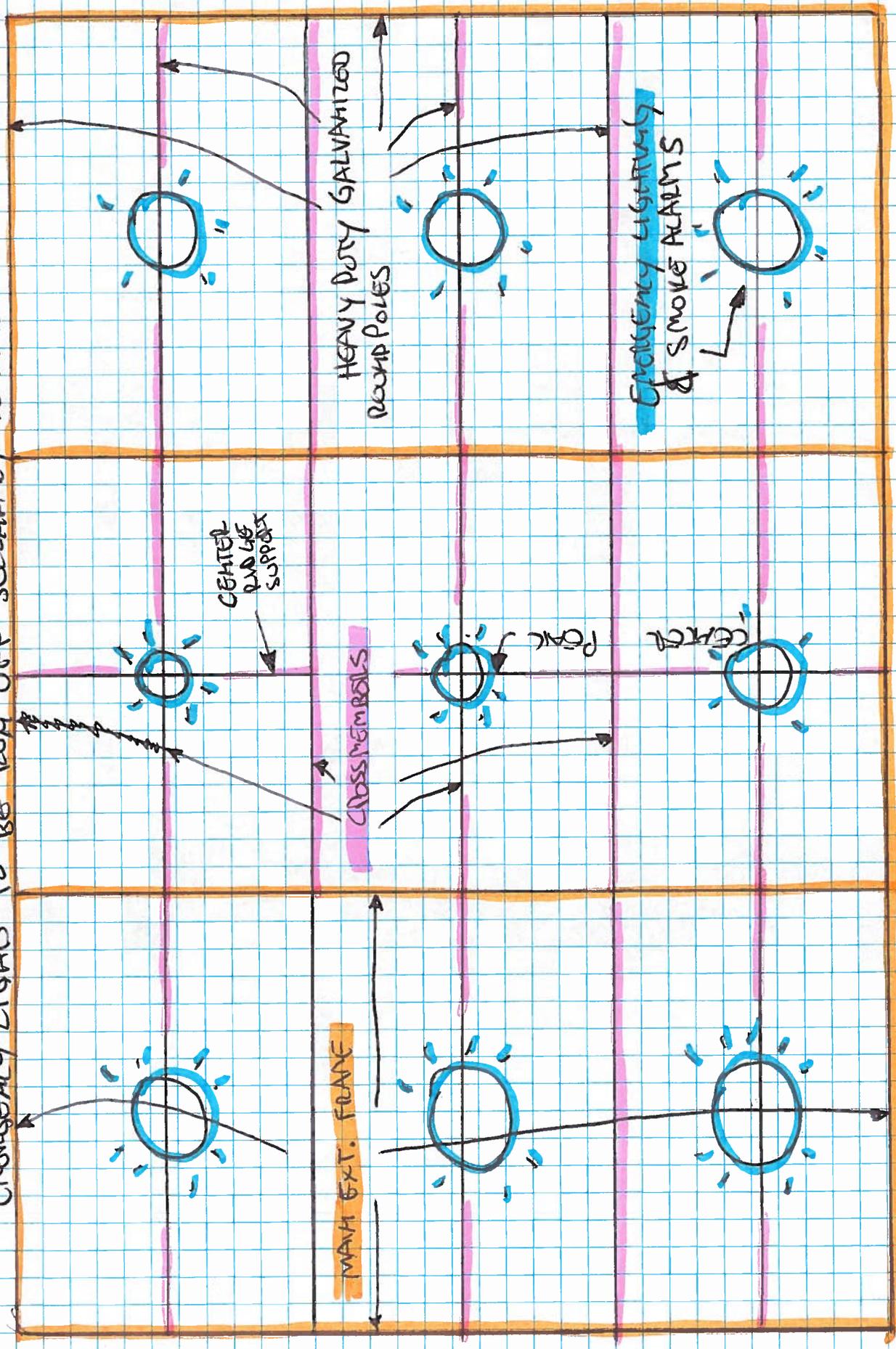


HEAVY DUTY GALVANIZED
STRUCTURAL TUB FRAMING

HAUNTER ATTRACTION
TOP VIEW

LAYERED VIEW #2

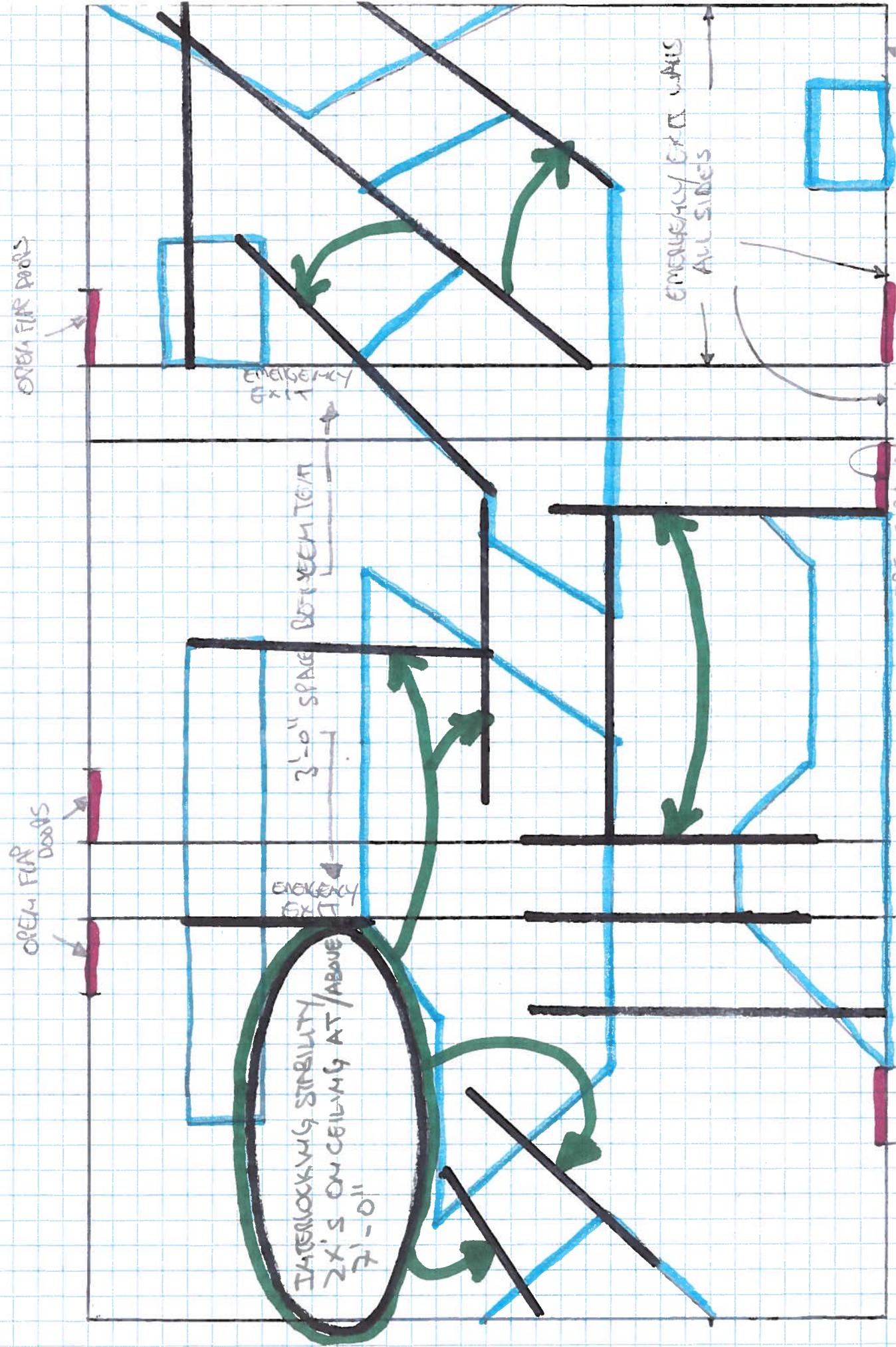
PEAKED ROOF ALLOWS FOR OPEN CEILING AND SPOT EMERGENCY LIGHTS
EMERGENCY LIGHTS TO BE RUN OFF SECONDARY DEDICATED GENERATOR



* - ALL ELECTRIC IS MADE TO FEMALE PLUGS ON COATED EXTENSION WIRE CABLE, TO BE ATTACHED TO

TOP VIEW HAZARDOUS ATTORNEY'S OFFICE

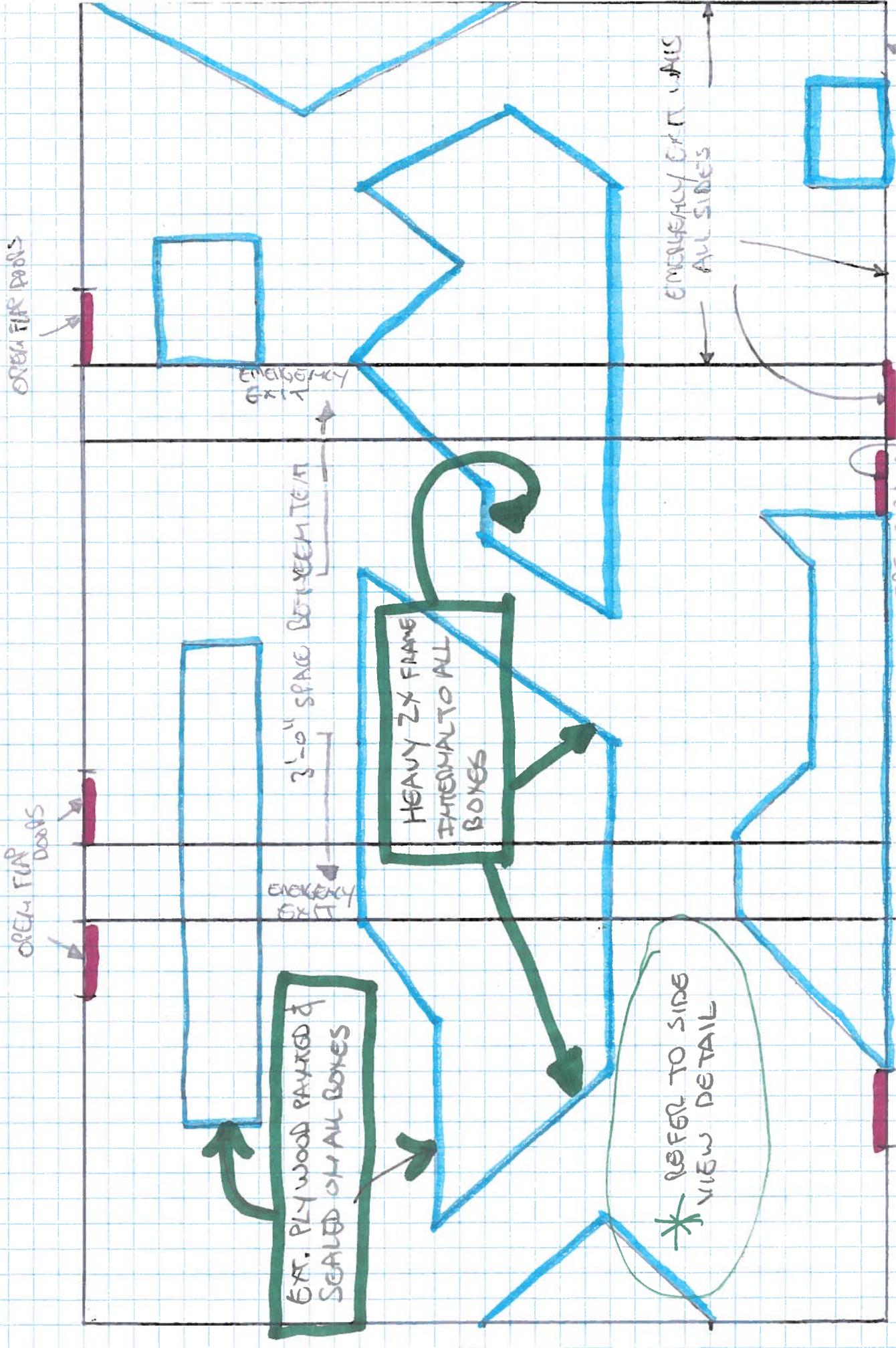
- FIXED CONTROL ROOM BOXES 2x4 & PLYWOOD
- ENTRANCE & EXIT FLAPS



- FIXED CONTROL ROOM
BOXES 2x4 & PLYWOOD

TOP VIEW HAZARDED ATTORNEY

LAYER #4



OPEN FIRE DOORS

OPEN FIRE DOORS

OPEN FIRE DOORS

EMERGENCY EXIT

EMERGENCY EXIT

EMERGENCY EXIT

3'-0" SPACE BETWEEN THEM

HEAVY 2x4 FRAME
INTERNAL TO ALL
BOXES

EXT. PLYWOOD PAIRED &
SEALED ON ALL BOXES

* REFER TO SIDE
VIEW DETAIL

EMERGENCY EXIT
ALL SIDES