

TOWN OF MARCELLUS
REGULAR MEETING
Wednesday, March 1, 2023
6:30 PM

Call To Order

Salute to Flag

1. Waive the Reading and Accept the Minutes

11. Approve Monthly Activity

111. **OLD BUSINESS**

1V. **NEW BUSINESS**

- A. Budget Adjustment – Highway
- B. Olde Home Days Request
- C. Concert Agreements for Summer Concerts
- D. Agreement with Auctions International, Inc.
- E. OCM BOCES Contract
- F. Pleasant Valley Road - Cleanup

V. **DEPARTMENT REPORTS**

- A. Codes
- B. Highway
- C. Parks/Recreation
- D. Town Clerk

DISCUSSION AGENDA

OCRRA – Earth Day Litter Clean Up

ADJOURNMENT

Future Meeting Dates:

Planning/Zoning Meeting – Monday, March 6, 2023 – 6:30 pm – Town Hall

Workshop Meeting – Wednesday, March 15, 2023 – 6:30 pm – Town Hall

Town Board Meeting – Wednesday, April 12, 2023 – 6:30 pm – Town Hall

**MARCELLUS TOWN BOARD
REGULAR MEETING
Wednesday, February 1, 2023
6:30 PM**

A Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, February 1, 2023, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Karen R. Pollard, Supervisor
 Jamie Curtin, Councilor
 Terry Hoey, Councilor
 Gabe Hood, Councilor

Absent: Laurie Stevens, Councilor

Also present: Don MacLachlan, Highway Superintendent; Mike Ossit, Deputy Highway Superintendent; John Houser, Codes Officer; Rich Andino, Attorney in for Jim Gascon; Phil Coccia, Recreation Director; Bill Southern, Gary and Linda Wilcox, Rosemary Tozzi, Deputy Town Clerk and Sandy Taylor, Town Clerk.

Waive the Reading and Accept the Minutes: Councilor Curtin made a motion seconded by Councilor Hoey to waive the reading and accept the Town Clerk's minutes from the January 3, 2023 – Organizational Meeting; the January 4, 2023 – Town Board Meeting and the January 18, 2023 – Workshop Meeting.

Ayes- Pollard, Curtin, Hoey and Hood

Carried

Monthly Activity: The Abstract of Audited Vouchers for February 1, 2023 was given to the Board Members as submitted by the Town Clerk. Abstract #2 as of January 31, 2023. Claim #'s 154680-154701, 154703-154704, 154715-154722.

<u>Expenses</u>	
General Fund	\$ 27,784.75
Part Town General Fund	527.49
Town Wide Highway	8,634.52
Sewer District	194,544.00
Trust & Agency	<u>5,614.00</u>
Total	\$237,104.76

Board Members were given the Activities Report as of January 27, 2023. Fiscal Year 2022 Period 12.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(2,019,492.39)	1,608,957.17
Part Town General	(214,876.68)	206,782.78
Town Wide Highway	(610,735.21)	445,952.54
Part Town Highway	(367,538.25)	297,324.81

Capital Projects	(499,309.68)	877,186.59
Fire District	(399,837.15)	399,715.00
Hydrant Fund	(2,927.70)	3,074.00
Ambulance Fund	(317,180.95)	317,157.00
Sewer District	(200,324.06)	200,321.00
Water District	(165,332.24)	180,317.00

Bank Balances:

The total of all the Bank Balances for December 2022 is \$3,258, 539.17.

Councilor Hood made a motion seconded by Councilor Hoey to approve the Abstract of Audited Voucher Report as of January 31, 2023, the Activities Report as of January 27, 2023, and the Bank Balances for December 31, 2022.

Ayes – Pollard, Curtin, Hoey and Hood

Carried

NEW BUSINESS

Requests for Proposals – 2595 Pleasant Valley Road: John Houser, Codes Officer, sent out three Request for Proposals (RFP’s) for the litter removal at 2595 Pleasant Valley Road. He has received one quote from Cleanout Pros, Corp. for \$900.00. R. J. Frost Hauling and Marietta Metal-Fab did not respond. The charge will be on the homeowners’ taxes. Rich Andino, Attorney, stated that as long as John Houser tried to get three quotes, he followed procedure. Councilor Hoey made a motion seconded by Councilor Hood authorizing Supervisor Pollard to sign the proposal from Cleanout Pros, Corp. for \$900 for the removal of litter at 2595 Pleasant Valley Road.

Ayes – Pollard, Curtin, Hoey and Hood

Carried

OLD BUSINESS

Councilor Curtin had to leave at 6:45 due to a family emergency.

Marcellus Veterinary Hospital: Supervisor Pollard explained that when Jim LaRose, Dog Control Officer, picks up dogs he takes them to Marcellus Veterinary Hospital. The fees are as follows:

Boarding – under 50 lbs,	\$27.00 per day
Boarding – 51 – 80 lbs.	31.00 per day
Boarding -over 80 lbs	35.00 per day

These fees are up \$5.00 from last year’s fees. Councilor Hood made a motion seconded by Councilor Hoey authorizing Supervisor Pollard to sign the agreement with Marcellus Veterinary Hospital.

Ayes - Pollard, Hoey and Hood

Carried

Board of Assessment – Vacancy Position: John Stempel, Board of Assessment Review Chairman, sent the name of Steve Camgemi to fill the vacant position on the Board of Assessment Review. Councilor Hoey made a motion seconded by Councilor Hood to appoint Steve Camgemi to fill the vacant position on the Board of Assessment Review.

Ayes – Pollard, Hoey and Hood

Carried

Handicapped Doors: Supervisor Pollard made a motion seconded by Councilor Hoey to move the Handicapped Doors proposals to the February 15, 2023, meeting as two of the Councilor’s are not here.

Ayes – Pollard, Hoey and Hood

Carried

Councilor Hoey asked if these could be paid for through the ARPA money. Supervisor Pollard will check with Lori Petrocci, Bookkeeper, to see if the money is available for doors.

Trash Days/Electronic Days: There is a new law coming out stating that the Town cannot charge for electronics anymore. A list of acceptable items has been provided and will be provided to the residents. Supervisor Pollard made a motion seconded by Councilor Hoey to approve the trash days for the following weekends and to keep the costs the same as they have been.

Carried

Ayes – Pollard, Hoey and Hood

Dates: Fridays: April 28, 2023

May 5, 2023

May 12, 2023

Saturdays: April 29, 2023

May 6, 2023

May 13, 2023

The times will be 8:00 am to 12:00 noon all six days.

DEPARTMENT REPORTS

Town Clerks Monthly Report: Sandy Taylor, Town Clerk, stated that January has been slow. The new Deputy, Rosemary Tozzi, is working out very well.

Codes: John Houser, Codes Officer, stated that he is doing a lot of house cleaning.

Recreation: Phil Coccia, Recreation Director, stated that due to the inclement weather coming this weekend, the Moonlight Walk scheduled for Saturday, Feb. 4, 2023, has been cancelled. The Recreation Department is working on Field trips for the School Break in February.

Highway: Don MacLachlan, Highway Superintendent, stated that things are good. Haven't been plowing a lot. Everything is working at the Park the Pump Station. He is looking into getting material and putting in another bathroom and an office for the Superintendent in the Highway Garage.

DISCUSSION AGENDA

Supervisor Pollard stated that we haven't received the signed MAVES contract yet.

There is a meeting tomorrow to discuss the Sewer Agreement with the Village.

There will be a meeting on February 8, 2023, to discuss the Comprehensive Plan. They are in the Preliminary Stages right now.

ADJOURNMENT: Councilor Hood made a motion seconded by Councilor Hoey to adjourn the Town Board Meeting at 7:10 pm.

Ayes – Pollard, Hoey and Hood

Carried

Respectfully submitted,

Sandy Taylor
Town Clerk

**MARCELLUS TOWN BOARD
WORKSHOP MEETING
Wednesday, February 15, 2023**

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, February 15, 2023, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Karen R. Pollard	Supervisor
Jamie Curtin	Councilor
Gabe Hood	Councilor
Laurie Stevens	Councilor

Absent: Terry Hoey	Councilor
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Also Present: Don MacLachlan, Highway Superintendent; Mike Ossit, Deputy Highway Superintendent; Rich Andino, Attorney in for Jim Gascon; Phil Coccia, Recreation Director; John Houser, Codes Officer; Jim Rossiter, Jeff Berwald, Gary and Linda Wilcox, Michelle Lester, Bill Southern, Cassie Schwalm, from Rachel May's Office; Rosemary Tozzi, Deputy Town Clerk and Sandy Taylor, Town Clerk.

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #2 as of February 14, 2023. Claim #'s 154731-154763.

	<u>Expenses</u>
General Fund	\$5,593.91
TownWide Highway	6,347.82
Fire District	85,226.25
Ambulance Fund	75,000.00
Water District	<u>30,617.28</u>
Total	\$202,785.26

Councilor Stevens made a motion seconded by Councilor Curtin to hold the Fire Department's check # 037156 for \$84,741.25. The check is being held until the Town receives the Financial Statements that are due per the contract.

Ayes – Pollard, Curtin, Hood and Stevens Carried

Councilor Hood made a motion seconded by Councilor Curtin to approve the remainder of the Audited Vouchers as of February 14, 2023.

Ayes – Pollard, Curtin, Hood and Stevens Carried

OLD BUSINESS

Handicapped Doors: After much discussion about the Handicapped Accessible Doors, Councilor Hood made a motion seconded by Councilor Curtin to go ahead with the Handicapped Accessible Doors. Supervisor Pollard stated that she will contact BRJ company at a price of \$6262.20.

Ayes – Pollard, Curtin, Hood and Stevens

Carried

NEW BUSINESS

Audit of Books: Supervisor Pollard explained that the following Departments need to have an Internal Audit of their books, Court Clerk, Town Clerk and Parks and Recreation. The Court Clerks audit and resolution of the Board has to be sent to the Internal Audit Services Unit for Courts. Each Board member offered to Audit one of the following Departments. The Town Clerk then handed each Board Member a form to be filled out for the audit. The Board Members will meet with the appropriate Department Head and set up a time to audit their books.

Audit of Court Clerks Books: Councilor Jamie Curtin

Audit of Town Clerks Books: Councilor Laurie Stevens

Audit of Parks & Recreation: Councilor Gabe Hood

Donor Family Request: Michelle Lester, of Donor Family Network, presented to the Board a request for a “Donate Life Motorcycle Ride”. This would entail renting a pavilion at the Park, putting up a few small tents for registration, raffles and a “Donate Life” table in case people would like to sign up to donate organs. They would have a small band or boom box playing in the Pavilion before the riders leave. There is a registration fee to ride and a reduced fee for a passenger. There would be Food Trucks and would also ask the Friends of the Park if they would like to serve refreshments. Phil Coccia, Recreation Director, suggested that she keep in touch with Jim Rossiter, Park Crew Leader, about this. Supervisor Pollard made a motion seconded by Councilor Curtin that Michelle Lester can continue to plan the “Donate For Life” motorcycle ride in September.

Ayes – Pollard, Curtin, Hood and Stevens

Carried

Stormwater Update: John Houser, Codes Officer, gave a brief update on future regulations of Stormwater. One modification will involve the Highway Department and Don MacLachlan, Highway Superintendent, stated that they spoke of this at one of the meetings he attended. John also spoke about the Stormwater Management Plan which will need to be updated. The Highway Department will be required to have a Stormwater Pollution Prevention Plan in place for its activities and maintenance.

Shred Day (added item): Supervisor Pollard made a motion seconded by Councilor Stevens to approve the shred day as Saturday, May 6, 2023. The cost will be \$675 (this will be split with the Village). There is no cost to the residents.

Ayes- Pollard, Curtin, Hood and Stevens

Carried

There were no other comments from the Board or the residents.

Adjournment: Councilor Hood made a motion seconded by Councilor Stevens to adjourn the Town Board Meeting at 7:00 pm.

Ayes – Pollard, Curtin, Hood and Stevens

Carried

Respectfully Submitted,

Sandy Taylor
Town Clerk

INTEROFFICE MEMORANDUM

TO: THE MARCELLUS TOWN BOARD

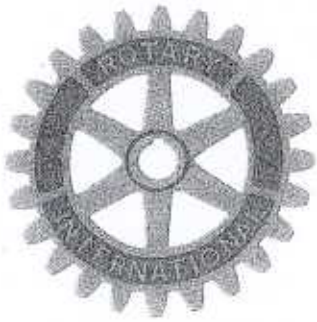
FROM: DON MACLACHLAN

SUBJECT: BUDGET ADJUSTMENT

DATE: FEBRUARY 15, 2023

CC: LORI PETROCCI

I would like to request \$18,000 received in 2022 from the sale of a 1995 Wood Chipper to the Town of Spafford, from Fund Balance (DA.909) to be moved to the 2023 Equipment Line (DA.5130.2000) for the purchase of an Excavator.



MARCELLUS OLDE HOME DAYS

JUNE 2-4, 2023

RECEIVED

FEB 15 2023

Town of Marcellus

Charnley Abbott, OHD Chair
Marcellus Rotary Club
P.O. Box 265
Marcellus, NY 13108

February 14, 2023

Sandy Taylor
Marcellus Town Clerk
22 East Main Street
Marcellus, NY 13108

Dear Sandy,

The Marcellus Rotary Club would like to request use of Marcellus Park, 2443 Platt Road, Marcellus, NY for the annual Olde Home Days celebration to be held June 2-4, 2023.

We are requesting that upper Marcellus Park, including the baseball diamond, be reserved from Monday, May 29th through Monday, June 6th so that the rides may be set up. We also request that all of Marcellus Park, upper and lower, including all pavilions, athletic fields and the Welcome Center, be reserved Friday, June 2nd through Sunday, June 3rd for the Olde Home Days Celebration.

Please consider this as a formal request for use of this property during the 2023 Olde Home Days celebration. Thank you in advance for your assistance with this matter.

If needed, I can be reached at (315) 727-0657 or charnleyabbott@gmail.com.

Sincerely,

Charnley Abbott, Co-Chair
Marcellus Olde Home Days Committee

Concerts – Summer 2023

T. J. Sacco	June 22, 2023	\$600.00
The Drop Outs	June 29, 2023	\$600.00
Mood Swing	July 6, 2023	\$650.00
The Monterays	July 13, 2023	\$600.00
Joe Whiting	July 20, 2023	\$750.00
No Filter	July 27, 2023	\$600.00
The Horn Dogs	August 3, 2023	\$600.00
John Rogala and the Swamp Boys Band	August 10, 2023	\$600.00

INTERMUNICIPAL AGREEMENT

This agreement (the “Agreement”) made this ____ day of _____, 2023 by and between the Onondaga-Cortland-Madison Board of Cooperative Educational Services, (“**Contractor**”) and the Town of Marcellus (“**Client**”). Contractor and Client shall be collectively referred to as “the Parties”.

Recitals

WHEREAS, the Contractor will provide the services herein listed, to the Client, pursuant to the Public Employee Safety and Health Act of 1980;

WHEREAS, the Client desires to engage the Contractor for the professional services outlined herein (the “Services”);

WHEREAS, the Contractor has agreed to provide the Client with trained personnel to offer such Services;

WHEREAS, the Client and Contractor are municipalities and pursuant to the authority contained in Article 5-G of the General Municipal Law of the State of New York and in Title 1-A of the Local Finance Law and, pursuant to the authority granted generally to municipalities and BOCES, wish to cooperate with one another for the provision of training services; and

WHEREAS, Client and Contractor deem the entry into this AGREEMENT essential for their mutual benefit.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, the mutual benefits expected to be derived from the performance thereof, and other good and valuable consideration, the Parties agree as follows:

1. **SERVICES**. Contractor shall provide to Client the Services. The Services shall consist of:

a. **Health, Safety, and Risk Management Service:**

i. Review and Update Written Programs;

1. Hazard Communication Program, 29 CFR 1910.1200 (e) (1);
2. Lock-out/Tag-out Energy Control Program, 29 CFR 1910.147 (c) (1).

ii. Training for Town Highway, Parks & Recreation Employees:

1. Workplace Violence
2. Personal Protective Equipment Training, 29 CFR 1910.132 (f) (1);
3. Lock-out/Tag-out for Affected Employees Training, 29 CFR 1910.147 (c) (7) (i) – General Overview for Parks & Recreation Employees;
4. Lock-out/Tag-out Training for Authorized Employees - Highway Employees;
5. Hazard Communication- (Globally Harmonized System (GHS) compliant) /Right-to-Know Training, 29 CFR 1910.1200 (h) Labor Law §

878 (1), (2).

iii. Recordkeeping:

1. Employee Chemical Product Usage - Labor Law § 879 and 12 NYCRR § 820.5 (a);
2. Training Records - Labor Law § 878 (1), (2) and 12 NYCRR § 820.4 (g).

2. TERM AND TERMINATION.

- a. The term of this Agreement shall commence on January 1, 2023 and continue through and until December 31, 2023. Either PARTY may terminate this Agreement at any time and for any reason by giving sixty (60) days prior written notice to the other party.
- b. In addition to termination without cause, the PARTY not otherwise in breach may terminate this Agreement immediately upon written notice in the event of any of the following:
 - i. The other PARTY becomes disqualified to perform its obligations under this Agreement; or
 - ii. The other PARTY breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from the non-breaching PARTY.

3. PRICING AND PAYMENT. The provisions of this section shall govern the pricing and rates to be paid under this Agreement and the payment terms. Pricing is as follows:

\$2,000 for services rendered as outlined above.

4. INVOICING. Contactor will submit invoices for fees to Client during the Term. Client shall pay invoices forty-five (45) days after Client's receipt of Contractor's invoice.

5. INDEMNIFICATION.

- a. The Client, in consideration of the agreements contained herein, accepts full and complete responsibility and liability for the training content. Client shall indemnify, defend and hold harmless Contractor, its employees, Board Members and agents, from and against all loss, damage, fines, expense, actions (including reasonable attorneys' fees) and claims arising out of its acts or omissions under the Agreement and its use of the Services and the training services. This indemnity shall not apply to losses adjudicated to be caused solely or in part by the negligence of Contractor or its employees, representatives or agents but shall be assessed as to comparative negligence and cost shared accordingly.
- b. Subject to the availability of lawful appropriations and to the extent permitted by applicable law, Contractor shall indemnify, defend and hold harmless Client its employees, and agents, from and against all loss, damage, fines, expense, actions and claims proximately caused by and arising out of or in connection with Contractor's acts or omissions under the Agreement. This indemnity shall not apply for losses caused solely or in part by the negligence of Client, but shall be assessed as to comparative negligence and cost shared accordingly.

5. **ASSIGNMENT.** Neither PARTY may assign or transfer this Agreement, in whole or in part. Any attempt to assign or transfer any of the rights, duties or obligations hereunder is null and void.

6. **DISCLAIMER OF ALL REPRESENTATIONS AND WARRANTIES.** THE TRAINING AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE TRAINING AND SERVICES OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES HERETO PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CLIENT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

7. **LIMITATIONS LIABILITY.** CONTRACTOR SHALL NOT BE LIABLE TO CLIENT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ("INDIRECT DAMAGES") OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF CONTENT ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES

8. **MERGER.** This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the PARTIES and supersedes all other agreements between the PARTIES.

9. **AMENDMENT.** This Agreement may not be amended or modified except by written agreement signed by a duly authorized representative of both PARTIES.

10. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the PARTIES agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

11. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of New York and in the event of any disagreement or dispute, the laws of this state shall apply. The PARTIES hereby submit to the personal jurisdiction of all state and federal courts in the County of Onondaga, state of New York and submit to the exclusive jurisdiction of such courts for purposes of resolving any dispute arising under this Agreement.

12. **ENTIRE AGREEMENT.** This Agreement states the entire agreement between the PARTIES with respect to the subject matter hereof and superseded all prior written and oral negotiations, agreements and understandings with respect thereto. Each PARTY to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any PARTY which are not embodied herein, and any such agreements, statement or promise not contained in this Agreement shall not be binding. As of the

TOWN OF MARCELLUS
CODE ENFORCEMENT OFFICE
24 East Main Street
Marcellus NY 13108
315-673-3269

2/23/2023

Request for payment for services approval

RE: 2595 Pleasant Valley Road, property cleanup, phase 1 of 2

Attached:

Signed contract by Town

"Notice of Contract Award" form completed to DOL on 2/23/2023

"Notice of Project Completion" form completed to DOL on 2/23/2023

Photos of violation removed

Chapter 181 section 5 of MARCELLUS TOWN CODE, municipal instructions on procedures for obtaining payment for removing the dangerous and harmful conditions and public nuisance.

Thankyou.

Town of Marcellus Codes

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, somewhat abstract shape.

CLEANOUT PROS, CORP

Date job will begin: Upon approval Time frame for completion of job: 1 day per job

Invoice Total: \$900.00

Minimum 25% of total bill is due prior to onset of work and the remainder is due immediately upon completion of work.

*****ADD 4 % IF PAYING BY CREDIT CARD*****

Initial amount of : _____ due on _____ chk# _____

Balance due: _____ paid on _____ chk# _____

ADDITIONAL CHARGES:

LATE FEE CHARGES: There will be a late fee added to outstanding invoices that are 60 days past due. The late charge will be 5% of the total outstanding invoice. For each 30 days past the first 60 days the invoice is not paid there will be an additional 5% added to the outstanding balance.

Change orders: there will be a \$25 charge in addition to additional costs for materials and labor as necessary if the homeowner decides to alter from any work in the signed contract; to be paid at time of contract change.

Paint: Customer acknowledges that paint is non returnable. Choosing a new color will require payment up front for purchase of materials and any additional labor/time incurred.

Deliveries: there will be a \$125 hourly charge if the homeowner purchases own materials that require MTD to transport and deliver to home; due at time of delivery. Prices may increase due to distance or multiple trips.

Consults: there will be a \$25/hour charge for any in store consults; to be paid at time of consultation.

Materials: customers providing their own materials agree to have all materials on site prior to start of work.

Hold Harmless Waiver of Liability:

Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith. Each party hereby agrees to indemnify and save and hold harmless the other from any form of loss, liability, damage, or cost including bodily injury or property damage that may incur arising out of my presence at the event whether caused by negligence or otherwise.

x Karen R Pollard
(customer signature)

Date 2/2/23

Print name:

KAREN R POLLARD

CLEANOUT PROS, CORP

Date

Invoice #

01/14/2023

100

CONTRACT/INVOICE

Cleanout Pros Corp

4443 Dublin road
Marcellus NY 13108
315-516-0408

Customer Information

John Houser
Town of Marcellus codes enforcement
office.
22 East main St. Marcellus NU 13108
315-673-3269 ext 104

DESCRIPTION OF SERVICES:

- This estimate is for the property located at 2595 Pleasant Valley rd. Marcellus NY 13108.
- All unwanted trash and debris will be cleaned up from around the exterior of the home and hauled away as needed.
- Some items may be kept and that will be decided on site as the job is being done.
- All items that will be kept will be safely stored in the garage if possible.
- Mr. John Houser will be on site to point out any particular items that possibly might stay.
- All checks can be made out to Cleanout Pros Corp and mailed to 4443 Dublin Rd. Marcellus NY 13108.

Once a quote is given, there are NO changes allowed to the property. Materials can neither be added nor removed from the job site once they have been figured into a quote. If the customer would like to alter the job, additional charges may be applied based on the circumstances of the change

2-23-23

[Home](#) > Prevailing Wage

Success for PRC # 2022901003

[Submit Another Notice of Contract Award](#)

You have successfully submitted the "Notice of Contract Award" form.

2-23-23

[Home](#) > Prevailing Wage

Success for PRC # 2022901908

You have successfully submitted the "Notice of Project Completion" form.

John Houser

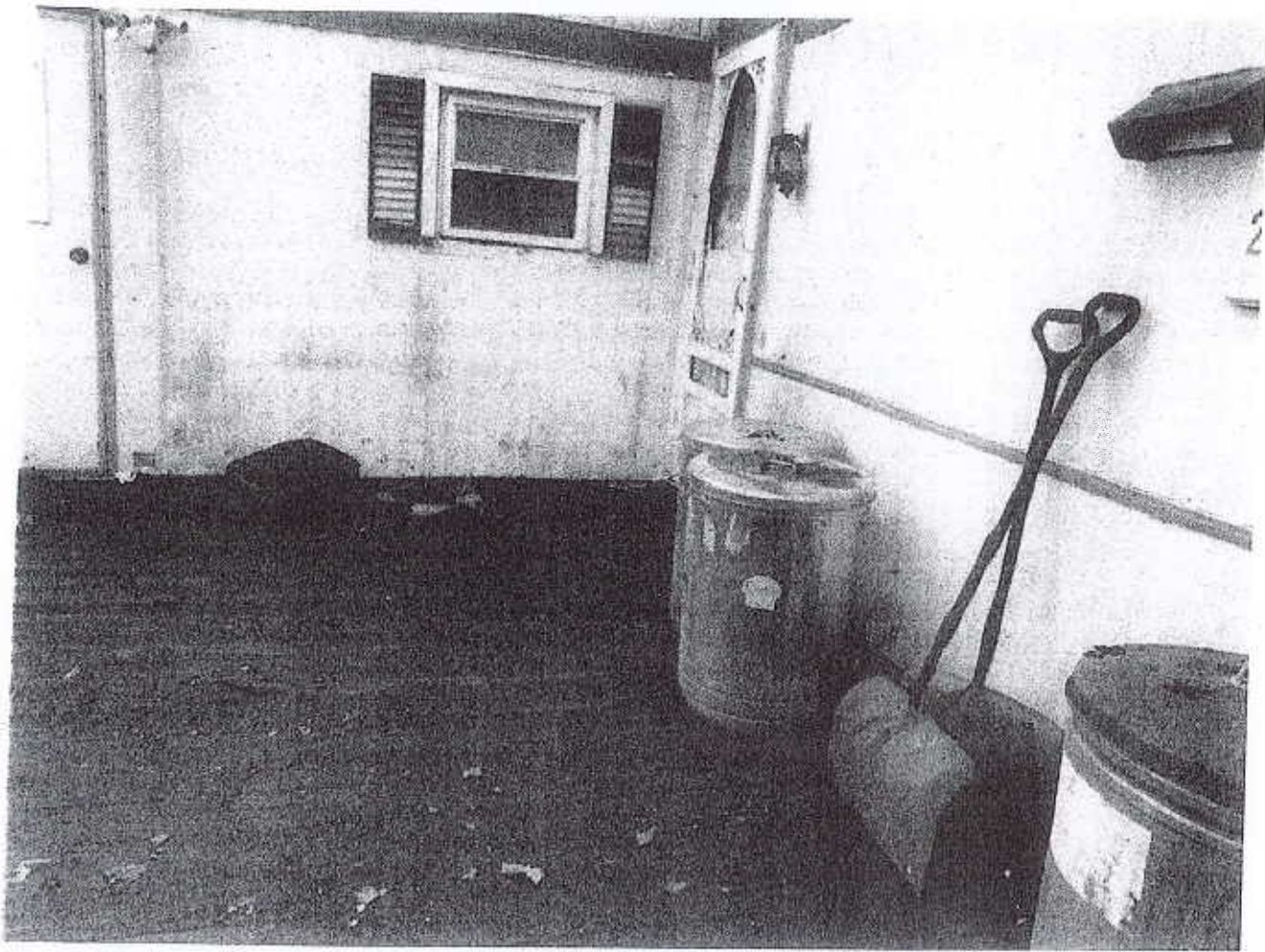
From: John Houser <barracuda.9@icloud.com>
Sent: Thursday, February 16, 2023 3:56 PM
To: John Houser











Chapter 181. Solid Waste


Article I. Littering; Storage of Garbage and Refuse

§ 181-5. Removal of litter from private property by Town.

D. Declaration of public nuisance and remediation.

- (1) At the close of the public hearing, the Town Board may determine that the conditions upon the subject property which violate this article constitute a public nuisance. Upon a determination by the Town Board that conditions upon the property constitute a public nuisance, the Town Board is empowered to authorize officers, agents or employees of the Town Board to enter onto the property to remove any vehicle, solid waste, litter stored, deposited, placed or maintained in violation of this article and dispose of or otherwise destroy same. Any costs and expenses incurred by the Town when acting pursuant to this section to abate a public nuisance shall be assessed against the property involved and shall constitute a lien thereon.
- (2) Where the full amount due the Town is not paid within 30 days after abatement of the public nuisance by the Town, then and in that case, the Town Clerk shall cause to be recorded in the Town Record a sworn statement showing the cost and expense incurred for the work, the date the work was done and the location of the property on which said work was done. The recordation of such sworn statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection, until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes, and further, shall be subject to a delinquent penalty of 10% in the event that the same is not paid in full on or before the date the tax bill upon which said charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law.

The codes officer has observed the completion of Litter,
Property Clean up at 2595 Pleasant Valley Road on
Feb 16, 2023.



TOWN OF MARCELLIS
CODE ENFORCEMENT DEPARTMENT
22 East Main Street
Marcellus, NY 13108