

Town of Marcellus
Regular Meeting
Wednesday, July 5, 2023
6:30 PM

Call to Order

Salute to Flag

1. Waive the Reading and Accept the Minutes
2. Approve the Monthly Financials

OLD BUSINESS

1. Agreement with County – Community Development Grant

NEW BUSINESS

1. Insurance Renewal
2. Fund Transfer – Park
3. TDK – Agreement – Grease Trap Replacement Program
4. Report – Test & Maintenance of Backflow Prevention Device

DEPARTMENT REPORTS

1. Codes
2. Highway
3. Parks and Recreation
4. Town Clerk

DISCUSSION AGENDA

FUTURE MEETING DATES:

Planning/Zoning Board Meeting – Thursday, July 6, 2023 – 6:30 pm – Town Hall
Workshop Meeting – Wednesday, July 19, 2023 – 6:30 pm – Town Hall
Town Board Meeting – Wednesday, August 2, 2023 – 6:30 pm – Town Hall

Marcellus Town Board
Regular Meeting
Wednesday, June 7, 2023
6:30 PM

A Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, June 7, 2023, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Karen R. Pollard	Supervisor
Jamie Curtin	Councilor
Terry Hoey	Councilor
Laurie Stevens	Councilor

Absent: Gabe Hood	Councilor
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Also Present: Don MacLachlan, Highway Superintendent; John Houser, Codes Officer; Jim Gascon, Town Attorney; Chris Christenson, Gary and Linda Wilcox, Bill Southern, Mark Rivett, Caleb, Jeremy Terino, Valerie, Erica Leubner, Russ Rahrle, Avrie Hammeud, Adrianna, Audry Stephus, Julie Sageer, Hind VanDusen, Kyle Darminio, David Snook, Mohammed A., River, Sam Barney, Ryan Orr, Cassie Schwalm, Robin Bolewski, Steve Bolewski and Sandy Taylor, Town Clerk.

Waive the Reading and Accept the Minutes as Presented: Councilor Stevens made a motion seconded by Councilor Hoey to waive the reading and accept the minutes from the May 3, 2023 Town Board Meeting and the May 17, 2023 Workshop Meeting.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

Monthly Activity: The Abstract of Audited Vouchers for June 7, 2023 was given to the Board Members as submitted by the Town Clerk. Abstract #6 as of June 6, 2023. Claim #'s 155142-155203.

	<u>Expenses</u>
General Fund	\$114,473.49
Part Town General Fund	866.75
Town Wide Highway	3,884.20
Part Town Highway	136,199.98
Total	\$255,424.42

Board Members were given the Activities Report as of June 2, 2023. Fiscal Year 2023. Period 5.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,306,973.99)	\$545,627.09
Part Town General Fund ((206,767.31)	83,388.05
Town Wide Highway	(527,078.29)	239,558.30
Part Town Highway	(353,241.79)	47,748.56
Capital Projects	14,445.97	7,928.00
Fire District	(404,697.63)	176,572.50
Hydrant Fund	(3,004.10)	1,594.61
Ambulance Fund	(306,477.63)	153,232.50
Sewer Fund	(194,549.35)	194,544.00
Water District	(180,679.72)	82,807.85

Bills Paid Between Meetings: The following bills were paid on May 23, 2023.

<u>Voucher</u>	<u>Vendor</u>	<u>Amount</u>
155111	NYSEG	\$ 167.56
155112	NYSEG	97.53
155113	NYSEG	44.32
155114	NYSEG	24.82
155115	NYSEG	67.99
155116	NYSEG	22.35
155117	NYSEG	118.75
155118	Simply Prescriptions	675.12
155119	Simply Prescriptions	675.12
155120	Excellus BC/BS	418.22
155121	Excellus BC/BS	418.22
155122	Excellus BC/BS	624.10
155123	Excellus BC/BS	15,601.73
155124	Excellus BC/BS	209.11
155125	Excellus BC/BS	<u>209.11</u>
	Total	\$19,374.05

Bank Balances:

The total of all the Bank Balances for April 2023: \$5,382,713.41

Councilor Curtin made a motion seconded by Councilor Hoey to approve the Abstract of Audited Vouchers as of June 6, 2023, the Activities Report as of June 2, 2023, the Bills that were paid on May 23, 2023, and the Bank Balances for April 2023.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

OLD BUSINESS

Cleaning of Gravestones: Mark Rivett, Heavenly Hands Monument Cleaning and Services, LLC., had sent in some pictures of gravestones that he has cleaned in the cemetery that is in the Village. He stated that all the cleaning is done by hand. A solution will go on the gravestone and then it turns orange or yellow, then it is wiped clean. Depending on the size of the stone, it may take 2 – 3 hours. Phil Coccia, Recreation Director, stated that if it is okay with the Board, and they agree to having the gravestones cleaned, Mr. Rivett could work with Dana Ryan of Mend-All Masonry cleaning up the stones in the cemetery. The Board all agreed that this would be a good idea. Supervisor Pollard stated that there are two ways to go ahead with this: a) Mr. Rivett could submit a proposal for the cleaning or b) the Town can give him a dollar amount on as there is money in the Cemetery line for this. Supervisor Pollard made a motion seconded by Councilor Hoey to commit \$1,000 from the Cemetery Line for Mr. Rivett to work on the cleaning of the gravestones at the cemetery in the Village.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

Increase in Deputy Town Clerk's Hours: Councilor Curtin made a motion seconded by Councilor Stevens to table this discussion. Councilor Hood is absent tonight, and he is the one that requested it be tabled at the May 17, 2023 meeting.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

Water District – Brewer Road: Julie Sageer, a Brewer Road Resident, spoke to the Board about a Water District in the Brewer Road area. Jim Gascon, Town Attorney, has a map of the area. He will reach out to an engineer at Barton and Loguidice to set up a meeting. The first step is to see if a Water District in that area of Marcellus is even feasible and what the costs would be. Ms. Sageer stated that where they are on Brewer Road, they have unsafe water. Supervisor Pollard stated that they would need a petition and Councilor Hoey stated that the petition has to be written a certain way. At this point, Supervisor Pollard asked Mr. Gascon to schedule a meeting to see the feasibility of a Water District.

NEW BUSINESS

Introduction Resolution – Fire Fighters Tax Credit: Councilor Stevens made a motion seconded by Councilor Curtin to table this resolution until the June 21, 2023 Workshop Meeting.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

PUD (Tim's Pumpkin Patch) (added item): Supervisor Pollard made a motion seconded by Councilor Curtin to extend the Planning Boards report requirement by 60 days and to put an extension of 60 days (on the 180 days) response from the Town Board. Jim Gascon, Town Attorney, met with Rich Aupperle and he has agreed to serve as Town Engineer for this project.

Ayes – Pollard, Curtin, Hoey and Stevens

Community Development Grant Renewal: Supervisor Pollard received a letter from the County of Onondaga, Community Development Division regarding the automatic renewal for the Town's participation in the Community Development Block Grant Program and the HOME Investment Partnership Program for the three fiscal years of 2024, 2025 and 2026. The Town executed a Cooperation Agreement and Resolution in the spring of 1993 for a three-year period beginning in the Federal fiscal year 1994. Supervisor Pollard wanted to share this with the Board with the most recent grant going to the owners of the Moondance Restaurant for a new roof and new façade. There was no action taken on this Grant Renewal.

Sub Division/Code Books from General Code: Councilor Curtin made a motion seconded by Councilor Hoey to the cost of each Subdivision Books and each Zoning Books at \$15.00 each. The ones that the Town previously had, were very outdated. Each member of the Planning Board, Zoning Board, Town Board and Jim Gascon, Town Attorney, now has one. They are numbered to keep track of them. If residents would like to purchase them, they will be available in the Town Clerk's office at \$15.00 each.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

Official filing of MS4 Annual Report: John Houser, Codes Officer, submitted the MS4 Annual Report. This report has to do with making sure the Town is following New York State's discharge of Stormwater into Nine- Mile Creek, which flows into Onondaga Lake. Councilor Stevens made a motion seconded by Councilor Curtin to authorize Supervisor Pollard to sign the MS4 Annual Report and send it on to Albany.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

DEPARTMENT REPORTS

Codes: John Houser, Codes Officer, stated that they are going well in his office. The Milk House (the former Valley Inn) on Cherry Valley Turnpike (Route 20) is scheduled to open soon. They are doing very well, as they gutted the whole inside and are about 80% complete in redoing it. A resident stated that they are to open June 17, 2023.

Highway: Don MacLachlan, Highway Superintendent, stated that they are doing maintenance on the trucks, working on roads and cutting trees where necessary.

Parks/Rec: Phil Coccia, Recreation Director, said "Old Home Days" went very well. The staff did a great job. Also, the Veterans came to the park to fish Nine-Mile Creek and have coffee. This is something that is done every year.

At this time, Jim Gascon, Town Attorney, thanked the Town Board, Park and Highway for another successful year with Old Home Days. Mr. Gascon thanked everyone on behalf of the Rotary Club.

Town Clerk: Sandy Taylor, Town Clerk, turned in the Monthly Report, showing that more trash permits were sold during May. Also stated that the third graders were here this week and that next week the second graders would be coming.

DISCUSSION AGENDA:

Supervisor Pollard stated that the Onondaga County Planning Board will be meeting here on June 14, 2023, from about 9:00 am – 10:30 am if anyone would like to go. Local Superintendents from Towns and Villages will be invited to attend.

Councilor Curtin wants to wish the Marcellus Boys Varsity Lacrosse good luck as they are heading to New York State's final.

Adjournment: Councilor Curtin made a motion seconded by Councilor Hoey to adjourn the Marcellus Town Board Meeting at 7:40 pm.

Ayes – Pollard, Curtin, Hoey and Stevens

Carried

Respectfully Submitted,

Sandy Taylor
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, June 21, 2023
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, June 21, 2023, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present:	Karen R. Pollard	Supervisor
	Terry Hoey	Councilor
	Gabe Hood	Councilor
	Laurie Stevens	Councilor

Absent:	Jamie Curtin	Councilor
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Also Present: Don MacLachlan, Highway Superintendent; Mike Ossit, Deputy Highway Superintendent; Phil Coccia, Recreation Director; John Houser, Codes Officer; Gary and Linda Wilcox, Bill Southern, Robert Mayers, Mark Delasin, President of the Marcellus Fire Department; Erica and Tim Leubner; Jim Gascon, Town Attorney 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 #6 as of June 20, 2023. Claim #'s 155213-155246.

	<u>Expenses</u>
General Fund	\$23,732.56
Part Town General	5,269.70
Town Wide Highway	5,959.56
Part Town Highway	8,471.73
Fire District	10,202.00
Ambulance Fund	1,616.25
Trust & Agency	<u>5,052.45</u>
Total	\$60,304.25

Councilor Stevens made a motion seconded by Councilor Hood to approve the Abstract of Audited Vouchers as of June 20, 2023.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

OLD BUSINESS

Introduction Resolution-Fire Fighters Tax Credit:

Jim Gascon, Town Attorney, reviewed the SEQR (Short Environmental Assessment Form) for Local Law A-2023, "A Local Law Amending Chapter 212 of the Code of the Town of Marcellus Enacting a Property Tax

Exemption for Volunteer Firefighters and Volunteer Ambulance Workers Pursuant to Real Property Tax Law § 466-A". Supervisor Pollard made a motion seconded by Councilor Hoey that this Local Law will not result in any significant adverse environmental impact.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Introduction Resolution – Fire Fighters Tax Credit:

**TOWN BOARD RESOLUTION
INTRODUCING LOCAL LAW A-2023
TOWN OF MARCELLUS**

At a Workshop Meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 22 East Main Street, in said Town, County of Onondaga, State of New York, on June 21, 2023 at 6:30 P.M., there were:

PRESENT:	Karen Pollard	Supervisor
	Terry Hoey	Councilor
	Gabe Hood	Councilor
	Laurie Stevens	Councilor
ABSENT:	Jamie Curtin	Councilor

WHEREAS, Councilor Stevens introduced proposed Local Law No. A-2023, "A Local Law Amending Chapter 212 of the Code of the Town of Marcellus Enacting A Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Workers Pursuant to Real Property Tax Law § 466-A," and made the following motion, which was seconded by Councilor Hoey:

WHEREAS, proposed Local Law A-2023 has been introduced and will be considered for enactment pursuant to the provisions of the Municipal Home Rule Law and Town Law; and

WHEREAS, Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law, requires that as early as possible an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of a local law in the Town of Marcellus, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQR) with respect to the proposed enactment of said Local Law.

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED that there are no other involved agencies, the Town Board shall act as lead agency, and that the enactment of this Local Law is an Unlisted action and, as a local law reducing a real property tax exemption, will have no significant effect on the environment, thus concluding environmental review under SEQR; and be it further

RESOLVED AND DETERMINED, that the Town Board shall conduct a public hearing as to the enactment of proposed Local Law No. A-2023 at the Town Hall located at 22 East Main Street in the

Town of Marcellus on July 19, 2023, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard; and it is further

RESOLVED AND DETERMINED, that notice of said public hearing shall be provided at least five (5) days prior to the date of said public hearing in a newspaper of general circulation within the Town of Marcellus.

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

<u>VOTE:</u>	Karen Pollard	Town Supervisor	Yes
	Terry Hoey	Councilor	Yes
	Gabe Hood	Councilor	Yes
	Laurie Stevens	Councilor	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: June 21, 2023

Councilor Hoey asked what determines an “active” member. Mark Delasin explained that the volunteers must meet certain requirements with drills, calls and monthly meetings. The Fire Department will then give the Town a list of “active” members. Firefighters who want to apply for this tax credit, will have to apply at the Town they live in, not the Town the Fire Department is in.

Increase in Deputy Town Clerk’s Hours: Supervisor Pollard stated that they will address this issue at the end of the meeting.

NEW BUSINESS:

Letter of Support – Otisco Lake Drinking Water Protection Plan: Councilor Hoey made a motion seconded by Councilor Hood authorizing Supervisor Pollard to sign a letter of Support for the Otisco Lake Drinking Water Protection Plan. The grant funding will be used to develop an Otisco Lake Nine-Element Watershed Plan in compliance with the U.S. Environmental Protection Agency’s guidance for Nine-Element Plans (EPs).

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Agreement with County – Community Development Grant: Supervisor Pollard sent the Community Development Contract to Jim Gascon, Town Attorney, to review. He has some reservations regarding the wording in the contract. One of the issues is that the Town is in the line of liability; another issue that Councilor Stevens saw was that the contract states that the Town has committed \$9,875.00 for this. After much discussion, Supervisor Pollard made a motion seconded by Councilor Hoey to table this until the July 5, 2023 meeting.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

OCWA -Testing Back Flow Prevention Device: The Town received a letter from OCWA stating that our back flow prevention device(s) is due for annual testing as soon as possible. Councilor Hood (a licensed plumbing inspector) stated that the County states that the testing must be performed in accordance with New York State Department of Health rules and regulations. Councilor Hood mentioned that a

company called Tartan Mechanicals is authorized to do this testing. He will send them Supervisor Pollards information.

Councilor Stevens made a motion seconded by Councilor Hood to appoint Tartan Mechanicals to do the annual testing on the back flow prevention device(s).

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Discussion Agenda:

Supervisor Pollard received a memo from Travelers Insurance that there wasn't any true breach on the Computers; therefore, they won't be paying any of the costs associated the upgrades on the computers.

County Comprehensive Plan: Supervisor Pollard gave a quick update on the Comprehensive Plan that the County is working on. There was a meeting here last week that Supervisor Pollard and Councilor Hoey attended. They could see that all the businesses are going up in the northern areas of Onondaga County- Clay, Cicero and North Syracuse. There will be a Public Hearing on July 5, 2023 for anyone who would like to go and voice their opinions regarding the County's Comprehensive Plan.

Christopher Community: Supervisor Pollard stated that Christopher Community couldn't get the funding for the Tefft Meadows Project so therefore, they will not be building in Marcellus.

Tim's Pumpkin Patch: Jim Gascon, Town Attorney, spoke with Rich Aupperle about representing the Town as an engineer for Tim's Pumpkin Patch. Mr. Aupperle has agreed and would like to start with an escrow amount of \$4,000. Councilor Stevens made a motion seconded by Councilor Hood to approve Mr. Rich Aupperle as the Engineer for the project at Tim's Pumpkin Patch on Rose Hill Road, the starting escrow amount to be \$4,000 and agree to the fee schedule sent by Mr. Aupperle. Tim and Erica Leubner were in attendance and said they would have the money here tomorrow (Thursday) morning. Supervisor Pollard stated that the project won't proceed until the money is received by the Town.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Supervisor Pollard made a motion seconded by Councilor Hood to enter into Executive Session at 7:15 to discuss a personal matter.

Supervisor Pollard opened up the Workshop Meeting at 7:25 pm.

Councilor Stevens made a motion seconded by Councilor Hood to approve the Deputy Town Clerk to become full-time (37.5 hours a week) from Nov. 1, 2023 to December 31, 2023.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Adjournment: Councilor Hoey made a motion seconded by Councilor Hood to adjourn the Workshop Meeting at 7:30 pm.

Ayes – Pollard, Hoey, Hood and Stevens

Carried

Respectfully Submitted,

Sandy Taylor
Town Clerk

DEPARTMENT: Community Development

CONTRACT NO. 5389

The County of Onondaga (County) and Town of Marcellus (Contractor) at 24 East Main street, Marcellus, New York 13108, have entered into this agreement ("Agreement") and hereby agree:

Whereas, the Onondaga County Legislature has expressed its support, on a long term basis, the Main Street Project throughout Onondaga County as the efficiency of town/village infrastructure is inextricably linked to the County's potential for economic development;

Whereas, the Onondaga County Legislature has committed funds for use in connection with the County's goal of improving town and village infrastructure County-wide;

Whereas, infrastructure improvement proposals have been solicited from towns and villages by the County;

Whereas, such proposals have been reviewed and evaluated by a select County review committee;

Whereas, said select County review committee has identified those proposals most deserving of funding;

Whereas, the Contractor shall retain information and documentation necessary to demonstrate: its proposal has undergone the requisite review for compliance with the State Environmental Quality Review Act; and its proposal has been subject to the appropriate programmatic review;

Now Therefore, the County and the Contractor, based on the exchange of consideration which both parties deem sufficient, wish to enter into this Agreement pursuant to the terms and conditions set forth below:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Condition, attached hereto as **Exhibit A**, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense, indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination.

In the event of a conflict between the provisions of **Exhibit A** and the terms and conditions of this Agreement, this Agreement shall control.

County and Contractor agree that the following changes are to be made to County's Standard Terms and Conditions:

If Contractor is self-insured, Contractor may satisfy the general liability insurance requirements provided herein, by providing evidence in a form acceptable to the County's Division of Risk Management, that Contractor is a self-insured municipality with sufficient reserves to underwrite the insurance requirement. Further, Contractor shall cause any insurance provided by its contractors working on, maintaining, preserving, repairing and/or keeping the Project in good working order to also name Contractor as an additional insured. Contractor agreed to require its contractor(s) to provide a Comprehensive General Liability Insurance policy naming Contractor as an additional insured with minimum limits of not less than one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage. In addition, Contractor shall require its contractors to maintain workers compensation insurance and disability coverage, consistent with applicable law.

PROJECT SCOPE-USE OF GRANT FUNDS

This project includes new siding and roofing on Moondance in Marcellus. The town has committed \$9,875.00 for a total investment of \$39,500.00. In the event of a conflict between the provisions of Exhibits and the terms and conditions of this Agreement, this Agreement shall control.

The grant funding shall be for an amount not to exceed \$29,625.00, to be paid on a schedule specified in purchase orders issued by the County ("Grant Funds"). By accepting this Grant Funds from the County, Contractor agrees to use such funds in a manner consistent with this Agreement and only for those items specified within the Project. Contractor shall not spend the Grant Funds on anything other than the items described within the Project without prior written consent from the County, which consent may be given through the issuance of a notice to proceed (purchase order).

Contractor shall report directly to Martin Skahen, the Director of Community Development who is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall maintain sufficient documentation to reasonably support the use of Grant Funds, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request. County reserves the right to determine the sufficiency of such documentation.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by the County's designated point of contact.

TERM

The term of this Agreement shall commence on February 1, 2023 and shall expire on December 31, 2026, unless terminated earlier.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth herein above.

Under this Agreement, work may be phased or otherwise delivered at specific times in connections with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction and County written consent.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

Each purchase order incorporates within it a set of terms and conditions, which terms and conditions are available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal. Such terms and conditions may be updated and revised from time to time. Any purchase order incorporates within it this Agreement, being the contract against which it is drawn.

GRANT FUNDS-PAYMENT/REPAYMENT

County hereby agrees to pay Contractor the Grant Funds provided herein, consistent with issued purchase orders. The Grant Funds are to be paid as reimbursement for actual amounts documented eligible expenses spent by Contractor, billed against the maximum amounts authorized within such purchase orders and as detailed within the Project. The amounts paid to Contractor shall be in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Contractor shall provide County with invoices, referencing the purchase order number and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed.

Contractor shall make available at any time for examination by the County Chief Fiscal Officer its books, records, paper and other relevant data pertaining to the Project Funds. Contractor further agreed to submit a financial report to the County within thirty (30) days after the termination of this Agreement covering the use of all Grant Funds received by Contractor. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed. Such report shall further cover the achievement of the program goals, objectives and activities and how these were managed and their result.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Contractor hereby agreed that it will obtain at its own expense all licenses, permits, or approvals associated with the Project performed under this agreement. Further, Contractor agrees to conduct an analysis of the potential environmental impacts of the project to be supported by the Project Funds, consistent with New York State Environmental Quality Review Act (SEQRA).

After the termination of this Agreement, in the event that Contractor shall have in its possession surplus Grant Funds not actually spent in furtherance of the Project or not supported by sufficient documentation, County may elect to have Contractor pay to County an amount equal to such surplus Grant Funds. Contractor shall be obligated to promptly remit to the County any such fund on demand. The obligation to repay shall survive the termination of this Agreement.

Parties acknowledge that the Grant Funds to be paid herein may only be a portion of the total funding needed to accomplish the Project. County shall bear no responsibility for payment of costs in excess of the amount stated herein.

EXHIBITS

All Exhibits attached hereto are incorporated herein.

Exhibit A: County's Standard Terms and Conditions

NOTICES

If to County:

John H. Mulroy Civic Center
Attn: Law Department
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

Martin Skahen, Director
Office of Community Development
421 Montgomery Street, 11th Floor
Syracuse, New York 13202
(315)435-3558

If to Contractor:

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

(signature page follows)

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates hereinafter written.

COUNTY OF ONONDAGA

Dated: _____

By: _____
J. Ryan McMahon, II, County Executive

TOWN OF MARCELLUS

Dated: _____

By: _____

PREMIUM COMPARISON

Insured:
Effective Date:
Account Manager:

Town of Marcellus
7/24/2023 & 7/26/2024
Barbara Seamans

LINE OF COVERAGE	(A)	(B)	(C)	DIFFERENCE	
	2022 PREMIUM @ INCEPTION	2022 PREMIUM w/ ENDORSEMENTS	2023 QUOTED PREMIUM	PREMIUM (C)-(B)	% (C) : (B)
Property	\$8,011.15	\$8,011.15	\$8,449.30	\$438.15	5.47%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments: Blanket building and personal property limit increased from \$9,229,743 to \$9,886,390.					
Crime ElitePac	\$50.00	\$50.00	\$80.00	\$0.00	0.00%
Insurance Company	Selective Insurance	Selective Ins	Selective Ins		
Comments:					
General Liability	\$7,212.00	\$7,212.00	\$8,051.00	\$839.00	11.63%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Contractors Equipment	\$5,994.00	\$5,994.00	\$5,553.00	-\$441.00	-7.36%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Automobile	\$12,011.00	\$12,011.00	\$12,802.00	\$791.00	6.59%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Umbrella	\$8,722.00	\$8,722.00	\$9,534.00	\$812.00	9.31%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Public Officials Liability	\$8,631.00	\$8,631.00	\$8,840.00	\$209.00	2.42%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Crime	\$557.00	\$557.00	\$557.00	\$0.00	0.00%
Insurance Company	Selective Insurance	Selective Insurance	Selective Ins		
Comments:					
Cyber	\$5,094.00	\$5,094.00	\$4,765.00	-\$329.00	-6.46%
Insurance Company	Travelers	Travelers	Travelers		
Comments:					
TOTAL	\$56,282.15	\$56,282.15	\$58,601.30	\$2,319.15	4.12%

INTEROFFICE MEMORANDUM

TO: THE MARCELLUS TOWN BOARD
FROM: PHIL COCCIA
SUBJECT: FUND TRANSFER
DATE: 7/5/23
CC: LORI PETROCCI

I would like approval to transfer funds not to exceed \$20,000 from the Park Capital Reserve Fund (A.878) to Special Facilities (A.7110.2100) for the addition of Park Equipment.



CONTRACT AGREEMENT – SHORT FORM
(Electronic Submission Only)

PROJECT: Town of Marcellus - Fire Hall
Grease Trap Replacement Program
4242 Slate Hill Road
Marcellus, New York

DATE: June 29, 2023

CLIENT: Town of Marcellus

CONTACT: Karen Pollard, Supervisor
Cc: Gabe Hood, Town Board

ADDRESS: 22 East Main Street
Marcellus, NY 13108

TDK PROJECT No.: 2023002-004

As requested by Town Board member Gabe Hood, TDK Engineering Associates (TDK) is pleased to provide the following description of engineering services and associated fees in connection with the anticipated replacement of the Fire Hall's existing grease trap system.

Specifically, it is our understanding that the unit that was installed in the early 1990s to serve the kitchen area, since then the system has deteriorated and is no longer functional. TDK will work with the Town officials to prepare the design of an updated system that will be consistent with the Onondaga County Department of Health (OCDOH) regulations and standards and in this case, the proposed unit will be located outside the building footprint.

SCOPE OF SERVICES:

Based on TDK's current understanding of the situation, we propose to complete or coordinate the completion of the following:

Task 001 – Site Visit/Mapping

- We will conduct a site visit to obtain pertinent field information in and around the building relative to the public sewer connection point in Slate Hill Road.
- General kitchen measurements will also be obtained relative to potential conflicts with existing underground utilities that serve the building. This will enable all parties to determine the optimum location of the new grease trap, corresponding lateral piping extension and site-related work.
- Using the field data, TDK will prepare a base map of the general work zone in a CAD format.

CONTRACT AGREEMENT – SHORT FORM
Town of Marcellus – Fire Hall
Grease Trap Replacement Program
TDK Project No. 2023002-004
June 29, 2023

Task 002 – Grease Trap Design & Preparation of Construction Drawings

- ➔ TDK will prepare replacement construction drawings and specifications consistent with Town and OCDOH requirements.
- ➔ Permit application coordination with OCDOH.

Task 003– Bid Assistance (Optional)

Consistent with public project bidding requirements and dependent upon the final scope of the construction project, TDK will assist the Town with the following:

- ➔ Assisting the Town in creating bid documents for contractor services as necessary.
- ➔ Assisting the Town with the bid notification process and the selection of the contractor.

Task 004 – Construction Phase Services (Optional)

- ➔ Once the construction phase begins, TDK can assist the Town with reviewing shop drawings and conducting site visits to document the construction progress through project closeout.

TERMS:

The following is a summary of our engineering costs associated with each of the above-listed tasks:

Task 001 – Site Visit/Mapping	\$1,250
Task 002 – Grease Trap Design/ Construction Drawings	\$2,225
Estimated Engineering Costs¹ (Tasks 001-002).....	\$3,475
Task 003 – Bid Assistance (Optional-allow).....	\$2,000
Task 004 – Construction Phase Services (Optional-allow)	\$1,000

¹Any associated expenses and/or document production fees are not included in the above-listed cost summary – please allow \$100.

Payment for services rendered and/or related expenses shall be in accordance with our *Standard Terms and Conditions*, attached.

SCHEDULE:

Estimated Start Date: Immediately.
Anticipated Completion Date: To be determined.

CONTRACT AGREEMENT – SHORT FORM
Town of Marcellus – Fire Hall
Grease Trap Replacement Program
TDK Project No. 2023002-004
June 29, 2023

ASSUMPTIONS & LIMITATIONS:

The above scope of services is based on the following assumptions and limitations:

Our services do not include any of the following:

- Multiple iterations of the site plan or submissions to the OCDOH.
- Design of landscaping, driveway, or other site improvements beyond reference to general replacement in-kind.
- Performance of property boundary survey or comprehensive topographic survey.

Note that we can assist you with any of the above-listed items under a separate task and/or extension to this existing contract.

We would like to assist you in whatever capacity you deem is necessary; if we have not accurately responded to your design service request to suit your anticipated needs, please let us know. If this agreement is acceptable, we request you sign where indicated below and return a copy to us at your earliest convenience.

Please do not hesitate to contact us if you have any questions, comments or would like to discuss anything in greater detail. Thank you for the opportunity to be of service, it is greatly appreciated.

Sincerely,

TDK ENGINEERING ASSOCIATES, P.C.


Joseph E. Durand, P.E.
Principal, President
JED

Enclosure

TOWN OF MARCELLUS

Signature

Printed Name

Date

Report on Test and Maintenance of Backflow Prevention Device

PART A

Please use a separate form for each device.

For the year 2023

- Initial test - Complete entire form
 Annual test - Complete Part A only

Public Water Supply Onondaga County Water Authority		Account No.	County Onondaga	Block	Lot												
Facility Name <u>Marcellus Town Hall</u>			Location of Device <u>Water room adjacent to main entrance(right)</u>														
Address <u>24 E. Main St.</u> <u>Marcellus</u> <u>13108</u>																	
Street City Zip																	
Device Information	Manufacturer Watts	Type <input checked="" type="checkbox"/> RPZ <input type="checkbox"/> DCV	Model LF009M2QT	Size (in inches) 2"	Serial Number 171913												
	Check Valve No. 1	Check Valve No. 2	Differential Pressure Relief Valve	Line Pressure <u>58</u> psi													
Test before repair	Leaked <input type="checkbox"/> Closed tight <input checked="" type="checkbox"/>	Leaked <input type="checkbox"/> Closed tight <input type="checkbox"/>	Opened at <u>1.8</u> psid	Date <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>0</td><td>6</td><td>3</td><td>0</td><td>2</td><td>3</td></tr><tr><td>M</td><td>D</td><td>Y</td><td colspan="3"></td></tr></table>		0	6	3	0	2	3	M	D	Y			
	0	6	3	0	2	3											
M	D	Y															
Pressure drop across first check valve <u>7.9</u> psid																	
Describe repairs and materials used				Repaired by Name _____ Lic # _____ Date repaired: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td>M</td><td>D</td><td>Y</td><td colspan="3"></td></tr></table>								M	D	Y			
M	D	Y															
Final test	Closed tight <input type="checkbox"/>	Closed tight <input type="checkbox"/>	Opened at _____ psid	Date <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td>M</td><td>D</td><td>Y</td><td colspan="3"></td></tr></table>								M	D	Y			
M	D	Y															
Pressure drop across first check valve _____ psid																	
Water Meter Number 213109		Meter Reading 21263.1	Type of Service: (check one) 9 Domestic <input checked="" type="checkbox"/> Fire <input type="checkbox"/> 9 Other _____														

Remarks (Describe deficiencies: bypasses, outlets before the device, connections between the device and point of entry, missing or inadequate airgaps, etc.)

Certification: This device meets, does NOT meet, the requirements of an acceptable containment device at the time of testing. I hereby certify the foregoing data to be correct.
Graeme Gemmill 5807 11 / 30 / 2023
 Print Name Certified Tester No. Signature Expiration Date

Property owners (or owners agent) certification that test was performed:
Karen Pollard Town Supervisor 315, 418 - 9011
 Print Name Title Signature Telephone

PART B Certification that installation is in accordance with the approved plans. (To be completed by the design engineer or architect or water supplier.)

I hereby certify that this installation is in accordance with the approved plans.

Name	Title	Date	NYS DOH Log #
License Number	Phone ()	m d y	
Representing	Describe minor installation changes		
Address			
City	State	Zip	
Signature			

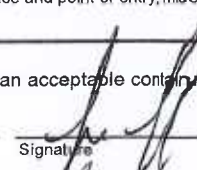
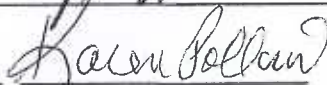
Report on Test and Maintenance of Backflow Prevention Device

For the year 2023

- Initial test - Complete entire form
 Annual test - Complete Part A only

PART A

Please use a separate form for each device.

Public Water Supply Onondaga County Water Authority		Account No.	County Onondaga	Block	Lot												
Facility Name <u>Marcellus Town Hall</u>			Location of Device <u>Water room adjacent to main entrance(right)</u>														
Address <u>24 E. Main St.</u>		City <u>Marcellus</u>	Zip <u>13108</u>														
Device Information	Manufacturer Ames	Type <input type="checkbox"/> RPZ <input checked="" type="checkbox"/> DCV	Model Colt 200	Size (in inches) 2 - 1/2"	Serial Number VG - 3662												
	Check Valve No. 1	Check Valve No. 2	Differential Pressure Relief Valve	Line Pressure <u>89</u> psi													
Test before repair	Leaked <input type="checkbox"/> Closed tight <input checked="" type="checkbox"/>	Leaked <input type="checkbox"/> Closed tight <input checked="" type="checkbox"/>	Opened at _____ psid	Date <table style="display: inline-table; border: 1px solid black; text-align: center;"> <tr><td>0</td><td>6</td><td>3</td><td>0</td><td>2</td><td>3</td></tr> <tr><td>M</td><td>D</td><td>Y</td><td></td><td></td><td></td></tr> </table>		0	6	3	0	2	3	M	D	Y			
	0	6	3	0	2	3											
M	D	Y															
Pressure drop across first check valve _____ psid																	
Describe repairs and materials used				Repaired by Name _____ Lic # _____													
				Date repaired: <table style="display: inline-table; border: 1px solid black; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>M</td><td>D</td><td>Y</td><td></td><td></td><td></td></tr> </table>								M	D	Y			
M	D	Y															
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M	D	Y															
Pressure drop across first check valve _____ psid																	
Water Meter Number		Meter Reading	Type of Service: (check one) <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Fire <input type="checkbox"/> Other _____														
Remarks (Describe deficiencies: bypasses, outlets before the device, connections between the device and point of entry, missing or inadequate airgaps, etc.)																	
Certification: This device <input checked="" type="checkbox"/> meets, <input type="checkbox"/> does NOT meet, the requirements of an acceptable containment device at the time of testing I hereby certify the foregoing data to be correct.																	
Print Name <u>Graeme Gemmill</u>		Certified Tester No. <u>5807</u>	Signature 	Expiration Date <u>11 / 30 / 2023</u>													
Property owners (or owner-s agent) certification that test was performed:																	
Print Name <u>Karen Pollard</u>		Title <u>Town Supervisor</u>	Signature 	Telephone <u>(315) 418 - 9011</u>													

PART B

Certification that installation is in accordance with the approved plans.

(To be completed by the design engineer or architect or water supplier.)

I hereby certify that this installation is in accordance with the approved plans.

Name	Title	Date	NYS DOH Log #		
License Number	Phone ()	m d y			
Representing	Describe minor installation changes				
Address					
City				State	Zip
Signature _____					

Tartan Mechanical LLC
 1301 Heathfield Ln
 Chittenango, NY 13037
 315.440.5695
 Tartanmechanical@outlook.com

INVOICE

BILL TO

Town of Marcellus
 24 E Main St.
 Marcellus, New York 13108

INVOICE # 1092
 DATE 07/03/2023
 DUE DATE 08/02/2023
 TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	NYS DOH Backflow Inspection	<p>Marcellus Town Hall - Domestic Water</p> <p>Annual testing of backflow prevention device. Found device to have fouled relief valve and does not open at the required 2.0psid or above. This will require a repair kit, and retest before submission can be made to Dept. of Health. This device currently fails. Device left in operation and will schedule repair with Town Supervisor.</p> <p>Device Information:</p> <p>Make: Watts Size: 2" Model: LF009M2QT Serial #: 171913</p>	1	175.00	175.00
	Additional Close Proximity Backflow Device Inspection	<p>Marcellus Town Hall - Fire Suppression</p> <p>Annual testing of backflow prevention device. Found device to be in passing state. Both check valves close tight. Returned to service.</p> <p>Device Information:</p> <p>Make: Ames Size: 2-1/2" Model: Colt 200 Serial #: VG-3662</p>	1	95.00	95.00
	Backflow Submission Fee	<p>Required fee per local municipality requirement.</p> <p>Proposal of required repairs to be submitted once pricing and availability is confirmed.</p>	1	15.50	15.50

SUBTOTAL	285.50
TAX	0.00
TOTAL	285.50
BALANCE DUE	\$285.50

Tartan Mechanical LLC
 1301 Heathfield Ln
 Chittenango, NY 13037
 315.440.5695
 Tartanmechanical@outlook.com

Estimate

ADDRESS

Town of Marcellus
 24 E Main St.
 Marcellus, New York 13108

ESTIMATE # 1027
 DATE 07/02/2023
 EXPIRATION DATE 08/01/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
------	----------	-------------	-----	------	--------

Backflow Preventer Rebuild
 / Repair

Estimate to repair failed relief valve on 2" Watts LF009M2QT backflow prevention device. Repair of this unit will be based off material cost and labor hours. Labor is calculated from office to site and back, plus time on site. Travel charges will be waived for this service call. Labor hours \$125.00/ hour.

1 0.00 0.00T

Material for this repair will be depending on what is wrong internally. Repair was not made on site day of test due to being a friday before a major holiday and no contingency plan was in place. If the device only needs a rubber kit cost of kit 178.25. If a complete master repair kit is required, cost for kit will be 565.00. If device can be returned to service, no cost for material will be applied, labor and testing only.

On average a scheduled repair will not take too long. There is a highly unlikely chance the issue is catastrophic enough to be more than an hour or so (time on site). There is a retest required, and submission to OCWA through there 3rd party app (a fee of 15.50 will be added to bill).

rough idea at 4 hours (drive time plus time on site) plus high side repair kit

Labor: \$500
 Parts: \$565.00
 Fee: \$15.50
 Total: \$1080.50

These numbers are just as an example

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
------	----------	-------------	-----	------	--------

of similar devices and situations. Not all devices are the same, and does not suggest exact results.

					0.00
					0.00
					\$0.00

Accepted By

Accepted Date

TOWN OF MARCELLUS

CODE ENFORCEMENT OFFICE

22 East Main Street
Marcellus NY 13108
315-673-3269

July 5, 2023
Town Board meeting
Department report

2539 West Seneca Turnpike

"Use of property" violations (repeat violations) – completed an appearance on June 6, 2023, Zoning enforcement has requested a fine with repeat offender and a control date was set for August 1st and a follow up report will be provided from the Zoning officer.

Permits issued to date

Blasting permit 1

Building permit 58

Official Codes complaints 2

Demolition permits 4

Violations 3

Zoning permit 4

Fees collected 3,772.00

Deb Williams helping with stormwater inspections and scheduling final inspections.

John

Account#	Account Description	Fee Description	Qty	Local Share
A2544			1	0.00
	Dog Licensing	Female, Spayed	27	135.00
		Male, Neutered	37	185.00
		Male, Unneutered	4	44.00
		Sub-Total:		\$364.00
A2545	Misc. Fees	Certified Copies - Marriage	5	50.00
	Passport	Passport	5	175.00
		Sub-Total:		\$225.00
A2590	Conservation	Conservation	12	23.95
	Marr. Lic	Marriage Licensing Fees	1	12.50
		Sub-Total:		\$36.45
B2110	Building	Building	10	720.00
	Plan & Zone	Sub Division Book	1	15.00
		Zoning Fees	4	540.00
		Zoning Ordinance Book	1	15.00
		Sub-Total:		\$1,290.00
			Total Local Shares Remitted:	\$1,915.45
Amount paid to:	NYS Ag. & Markets for spay/neuter program			76.00
Amount paid to:	NYS Environmental Conservation			410.05
Amount paid to:	State Health Dept. for Marriage Licenses			22.50
Total State, County & Local Revenues:		\$2,424.00	Total Non-Local Revenues: \$508.55	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Sandra Taylor, Town Clerk, Town of Marcellus during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date