

Town of Marcellus  
Workshop Meeting  
Wednesday, August 16, 2023  
6:30 PM

Call to Order

Salute to Flag

1. Approve Monthly Financials

11. **OLD BUSINESS**

A. Adopt Local Law 1-2023

111. **NEW BUSINESS**

A. Agreement with BMSI – John Houser

B. Marcellus Fire Department – Grease Trap

C. Receive Tentative Budget

D. End of Blue Bin

IV. **DISCUSSION AGENDA**

V. **Adjournment**

**Future Meeting Dates:**

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

Planning/Zoning Meeting – Thursday, September 7, 2023 – 6:30 pm – Town Hall

Town Board Workshop Meeting – Wednesday, September 20, 2023 – 6:30 PM – Town Hall

\*\*\*\*Town Offices will be closed on Monday, September 4, 2023 – Labor Day \*\*\*\*\*

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

At a regular 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 August 16, 2023 at 6:30 P.M., there were:

<b>PRESENT:</b>	Karen Pollard	Town Supervisor
	Jamie Curtin	Councilor
	Gabe Hood	Councilor
	Terry Hoey	Councilor
	Laurie Stevens	Councilor

**WHEREAS**, the following resolution was offered by Councilor \_\_\_\_\_, who moved its adoption, seconded by Councilor \_\_\_\_\_, to wit:

**WHEREAS**, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. A-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," was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on June 21, 2023; and

**WHEREAS**, a public hearing was held on such proposed local law on July 19, 2023, by the Town Board of the Town of Marcellus and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Marcellus in its final form in the manner required by Section 20 of the Municipal Home Rule Law of the State of New York; and

**WHEREAS**, on June 21, 2023, the Town Board declared itself lead agency and determined that the enactment of proposed Local Law No. A-2023 is an Unlisted Action and issued a negative declaration thus concluding environmental review under State Environmental Quality Review Act; and

**WHEREAS**, it is in the public interest to enact said proposed Local Law No. A-2023.

**NOW, THEREFORE**, it is

**RESOLVED** that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact Proposed Local Law No. A-2023 as Local Law No. \_\_-2023 as follows:

**TOWN OF MARCELLUS  
LOCAL LAW NO. \_\_ OF 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**

Be it enacted by the Town of Marcellus Town Board, as follows:

**SECTION 1.**

So that a new Article VIII of Chapter 212 of the Code of the Town of Marcellus, titled “Volunteer Firefighters and Ambulance Workers Exemption,” is hereby enacted pursuant to Real Property Tax Law Section 466-a, which shall read in its entirety as follows:

“§ 212-24 Legislative Intent.

It is the intent of the Town Board of the Town of Marcellus to provide a real property tax exemption to qualifying volunteer firefighters and volunteer ambulance workers as set forth in Real Property Tax Law § 466-a.

§ 212-25 Authority.

Real Property Tax Law § 466-a authorizes the Town Board to adopt a local law providing a real property tax exemption of up to ten percent of the assessed value of real property owned by the qualifying volunteer firefighters and ambulance workers.

§ 212-26 Grant of exemption.

An exemption of 10% of assessed value of property owned by an enrolled member as set forth below, or such enrolled member and their spouse, is hereby granted from taxation with respect to the real property taxes of the Town of Marcellus as long as eligibility requirements are met.

§ 212-27 Eligibility requirements.

Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service provided that:

- A. The property is owned by the volunteer firefighter or volunteer ambulance worker;
- B. The property is the primary residence of the volunteer firefighter or volunteer ambulance worker;
- C. The property is used exclusively for residential purposes;
- D. The volunteer firefighter or volunteer ambulance worker resides in the Town of Marcellus and the Town of Marcellus is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

E. The volunteer firefighter or volunteer ambulance worker is certified by the authority having jurisdiction as an enrolled member of such an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and

F. The volunteer firefighter or volunteer ambulance worker meets the minimum service requirement established by the Town of Marcellus, which is hereby established as three (3) years.

§ 212-28 Application.

A volunteer firefighter or volunteer ambulance worker must annually, on or before the applicable taxable status date, file an application for such property tax exemption with the assessor responsible for preparing the assessment roll for the Town of Marcellus, on a form as prescribed by the New York State Commissioner of Taxation and Finance. The Town of Marcellus must maintain written guidelines, available upon request, as to the requirements of an enrolled volunteer member relating to this exemption.

§ 212-29 Certification.

The Town of Marcellus Town Board must annually file with the Town Assessor, prior to the applicable taxable status date, a list of the active volunteer members who are certified to meet the minimum service requirement. Such list must provide, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

§ 212-30 No diminution of benefits.

An applicant who is receiving any benefit pursuant to Article 4 of the Real Property Tax Law as of the effective date of this Article shall not have any of those benefits diminished because of this Article.

§ 212-31 Grant of lifetime exemption.

Any eligible enrolled member who accrues more than 20 years of active volunteer service (as certified by the authority having jurisdiction) shall be granted the 10% exemption as authorized by this Article for the remainder of his or her life as long as his or her primary residence is located within the Town of Marcellus.

§ 212-32 Un-remarried spouse of enrolled member killed in the line of duty.

The un-remarried surviving spouse of a deceased enrolled member killed in the line of duty, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled member for at least five years and had been receiving the exemption at the time of his or her death.

§ 212-33 Un-remarried spouse of deceased enrolled member.

The un-remarried surviving spouse of a deceased enrolled member, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled member for at least 20 years and the deceased volunteer and un-remarried spouse had been receiving the exemption at the time of his or her death.”

**SECTION 2. Validity and Severability.**

If any clause, sentence, paragraph, section, or part of this Local Law is declared by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law.

**SECTION 3. Effective Date.**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Municipal Home Rule Law Section 27.

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

<b>VOTE:</b>	Karen Pollard	Town Supervisor	Yes/No
	Jamie Curtin	Councilor	Yes/No
	Gabe Hood	Councilor	Yes/No
	Terry Hoey	Councilor	Yes/No
	Laurie Stevens	Councilor	Yes/No

The foregoing resolution was thereupon declared duly adopted.

**DATED: August 16, 2023**





## ORDERING DOCUMENT

This Ordering Document is a binding legal agreement entered into by and between the client set forth in the signature block below ("Client") and GIS Workshop, LLC ("gWorks") as of the last date in the signature boxes below ("Effective Date"). Client and gWorks are each a "Party" and collectively the "Parties."

WHEREAS, gWorks and Business Management Systems, Inc. ("BMSI") entered into an Asset Purchase Agreement dated June 30, 2023 whereby gWorks acquired the BMSI contracts and agreements including that of Client.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Services.** This Ordering Document shall govern all Client Services including those received under Client's agreement with Business Management Systems, Inc. ("BMSI") immediately prior to the Effective Date of this Ordering Document and all future Services purchased by Client from gWorks. Client acknowledges and agrees that this Ordering Document, and the documents incorporated herein by reference, are the only agreements governing the Client Services.
2. **Term.** This Ordering Document shall be in effect as of the Effective Date and shall continue until the end of the term of the last Service in this Ordering Document, unless earlier terminated in accordance with the gWorks Master Services Agreement and Terms of Services ("Agreement").
3. **Effect of Service Termination.** Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts owed to gWorks for such Services; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession, including those Client Materials acquired from BMSI, related to such Service. Notwithstanding the above, if, within thirty (30) days after termination of a Service Client requests data export assistance, gWorks will export such data files to Client, and such data export services will be charged at gWorks then-current rates. No termination or expiration of a Service, this Ordering Document, or the Agreement will affect Client's obligation to pay all amounts due and owing to gWorks for Services.
4. **Fees.** Fees for all Client Services provided by BMSI immediately preceding this Ordering Document shall remain the same under this Ordering Document and Agreement for the then-current contract or agreement year, and thereafter shall be subject to annual increases in accordance with the Agreement.
5. **Entire Agreement.** This Ordering Document, including the then-current gWorks Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. The Agreement shall be amended and supplemented with the Superseding Provisions of this Ordering Document. In the event of conflict between this Ordering Document and the Agreement, this Ordering Document shall control. Capitalized terms not defined in this Ordering Document shall have the meaning given to them in the Agreement. Except as amended herein, the Agreement shall continue in full force and effect. This Ordering Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Ordering Document, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Ordering Document may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Ordering Document by such methods shall be deemed to be valid and effective for all purposes.

This Ordering Document is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Ordering Document, Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below:

- gWorks Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>



By signing this Ordering Document, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Ordering Document and any documents incorporated herein, and that, upon their signature, this Ordering Document and any documents incorporated by reference herein will become the legally binding agreement of the Client.

GIS Workshon, LLC

Client

Signed:

Client Name\*:

Print Name: Steve Mitchell

Signed:

Title: Chief Investment Officer

Print Name:

Date: 07/24/23

Title:

Date:

\*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

Supervisor  
Karen Pollard

Councillors  
John Cusick  
Chris Hunt  
Kevin O'Hara  
Laurie Stevens



Town Clerk  
Sandy Taylor  
Tax Collector  
Elaine Potter  
Highway Superintendent  
Donald MacLachlan

# MARCELLUS

New York

## PROCUREMENT POLICY PROCEDURE

ITEM: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

*Greas Trap for Fire Dept -*

QUANTITY: \_\_\_\_\_

### 2. VERBAL QUOTES OR 3 WRITTEN QUOTES (see below)

- 1. HOLDBROOK'S \_\_\_\_\_  
COMPANY PRECAST PHONE NUMBER
- 2. BINGHAMTON PRECAST \_\_\_\_\_  
COMPANY PHONE NUMBER
- 3. JEFFERSON \_\_\_\_\_  
COMPANY PHONE NUMBER

5302.80  
\$ - 392.80 SALES TAX = 4910.00  
QUOTE

2 @ 2720.00 = 5440.00  
\$ QUOTE

4846.00  
\$ + 520 DEL = 5440.00  
QUOTE

### Purchase Contracts:

Less than \$1,000 at discretion of the purchaser  
 \$1,000 to \$5,000 requires (2) VERBAL Quotes  
 \$5,000 to \$20,000 requires a written RFP (request for Proposal) and (3) Written quotes  
 \$20,000 or more requires a formal Bid

### Public Works:

Less than \$3,000 at discretion of the purchaser  
 \$3,000 to \$15,000 requires 2 VERBAL quotes  
 \$15,000 to \$35,000 requires a written RFP (request for proposal) and (3) Written quotes  
 \$35,000 or more requires a formal bid.

This includes all aggregate amounts of equipment/supplies/repairs on same or like item in a calendar year.  
 This excludes goods or services purchased through state and county contracts—include state and county contract numbers.  
 Prevailing wage needs to be included with all service contracts

PLEASE ATTACH THIS WORK FORM TO ALL VOUCHERS TO SHOW THE REQUIRED QUOTES WERE RECEIVED.



## Karen Pollard

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**From:** Lisa Piering <lpiering@ocrra.org>  
**Sent:** Tuesday, August 8, 2023 10:55 AM  
**Cc:** Kristen R. Lawton  
**Subject:** Details: 2024 End of Blue Bin Program  
**Attachments:** Muni\_Toolkit\_update\_LP\_6.1.23 (2).pdf

Hello,

We have made efforts to contact you about upcoming changes to the blue bin program in Onondaga County. In order to ensure everyone in the OCRRA system has access to the same information and tools, **please review and confirm receipt of the following:**

- **OCRRA is phasing out the free-to-municipalities blue bin program.** Its time has passed.
- **RECYCLING will continue.** It is still the law in the county and the right thing to do. Regardless of what containers are used for curbside pickup, residents and businesses should continue to recycle.
- We are *encouraging* the use of lidded, wheeled, carts because they keep recyclables and **our streets cleaner** and prevent worker injuries. This is not a requirement.
- **OCRRA is NOT mandating any changes.** Should any municipality wish to continue supplying blue bins, they may purchase the bins and do so. The attached toolkit includes sample bid language for both bins and carts. Otherwise, residents may ask their hauler what containers are acceptable.
- Also included is sample bid language, *should a municipality wish* to hire a single trash hauler that would supply carts to everyone. This helps lower the cost of trash service to residents via economies of scale and prevents extra truck traffic and the associated accelerated wear on your roads.
- Also included is information on forming a trash district, *should any municipality choose* or desire to team up with other municipalities to achieve a greater economy of scale and improve hauler pricing. This was done by the SOTS (Southern Onondaga Trash Service) municipalities of Pompey, Lafayette, Tully, and Fabius.
- The attachment also provides information on grants, *should a municipality wish* to purchase carts or bins.
- Not included in the attachment is the option of treating trash as a utility: which keeps it off the tax bill and allows residents to choose their level of service while also consolidating a municipality under one hauler. Again, this is provided as an option for your consideration, *should you find at any time your current system is not delivering the outcomes you want.*
- Should you *elect* to transition to carts or otherwise change the system in your municipality, OCRRA needs to coordinate outreach materials with you. **We can provide PDFs so you do not have to design anything,** or we can simply check your own outreach for current accuracy. **This will ensure residents are not given conflicting information.**

Again, **OCRRA is NOT mandating any specific changes.** We are informing you that the **blue bin program will end by approximately the end of 2024.** We do not want this to be a surprise to anyone. **We would still be happy to meet with you** to discuss any questions regarding what is above or attached. Kindly reach out by replying here at your convenience, should you wish to discuss.

Have a great day,  
*Lisa Piering*  
Recycling Specialist  
she/her

P: 315-295-0677  
C: 315-679-0923  
100 Elwood Davis Road  
North Syracuse NY 13212

[www.OCRRA.org](http://www.OCRRA.org)