

Town of Marcellus
Workshop Meeting
Wednesday, September 18, 2024
6:30 PM

Call to Order

Salute to Flag

I. Approve Financials

II. **Old Business**

- A. Solar Law
- B. Tim's Pumpkin Patch PUD
- C. General Codes
- D. Comprehensive Plan- SEQR
- E. Tax Levy Override
- F. West Hill Cross Country Meet

III. **New Business**

- A. Sewer Contract with the Village
- B. Code Red Girls Softball

IV. **Discussion Agenda**

- A. Fire Department

V. **Adjournment**

Future Meeting Dates

Town Board Meeting- Wednesday, October 2, 2024 - 6:30 pm- Town Hall

Planning/Zoning Meeting- Monday, October 7, 2024 - 6:30 pm- Town Hall

Public Hearing- Tax Levy Override- Wednesday, October 16, 2024- 6:30 pm- Town Hall

Workshop Meeting- Wednesday, October 16, 2024 - 6:30 pm- Town Hall

Jane Attley

From: runrun <runrunreid@aol.com>
Sent: Thursday, August 29, 2024 11:50 PM
To: Jane Attley
Subject: Use of Marcellus Park for Cross Country Meet on 10/30/24

Hello,

Please accept this email as a request to use Marcellus Park for a Cross Country meet on 10/30/24.

We have used Marcellus Park for our Liberty Division League Championship Meet the last two years and have greatly appreciated the opportunity to use the park during these events.

I called the Marcellus Park offices and was informed that I would need to submit a request to the Marcellus Town Board for approval.

Below is some information regarding our request for use of the park:

- We would like to schedule the meet for 10/30/24
- There are two races that would take place as part of this meet (a boys race and a girls race).
- The races would take place at 4:15pm and 5:00pm
- Races should be over by 5:45pm. We will clean up and remove all course markings immediately following the second race
- We would some time during the day prior to the meet to set up the race course. This would essentially include placing some flagging around the course (which would be removed immediately following the meet).
- We would ideally like to request the use of the bathroom facilities during our event. We would, if allowed, also have some port-a-potties delivered for additional use.

Please let me know if any additional information is necessary to address our request for use of Marcellus Park.

Thanks very much for your consideration of our request.

Have a great day,
Dan Reid

CHAD A. CLARK, MAYOR
TIMOTHY P. MANAHAN, TRUSTEE
JAMES P. CURTIN, TRUSTEE
CHARNLEY A. ABBOTT, CLERK
ANTONINO J. PROVVIDENTI, TREASURER
JEFFREY D. BROWN, ATTORNEY



VILLAGE OF MARCELLUS
6 SLOCOMBE AVENUE
MARCELLUS, NY 13108
OFFICE 315-673-3112
FAX 315-673-3217
VILLAGEOFMARCELLUS@GMAIL.COM

September 4, 2024

Dear Supervisor Stevens:

As you may be aware, the 10-year sewer agreements between the Village and the Town are set to expire in December 2024. After a thorough review of the past sewer agreements, including the most recent one from 2014, the Village Board has approved new sewer agreements with the Town.

These new agreements will follow the same formula as the 2014 agreements but with two notable changes: the term limits will be reduced from 10 years to 3 years, and the outside user fee will increase from 25% to 30%. These changes are in response to the dramatic rise in the costs of spare parts, equipment, and services over the past few years. By shortening the term, we can better protect taxpayers by allowing for more frequent reviews and adjustments to the contract. The increase in the outside user fee is necessary to ensure that the Village can continue to provide high-quality services while effectively managing the financial demands placed upon us.

Another change in the agreement pertains to the Fire Department. In previous agreements, the Fire Department was considered only one unit. However, in the new agreement, this will increase to ten units. The reason for this change is that discharge from the Fire Department has the potential to transmit more contaminants to the Water Pollution Control Plant (WPCP) than typical residential waste. The presence of additional contaminants in the discharge requires more time and energy for treatment, which justifies the increase in the unit count.

Enclosed with this cover letter are the new sewer agreements for both the Park pump station and the Town Sewer Districts. We kindly request that you review, sign, and return the contracts to the Village Office at your earliest convenience.

Thank you for your attention to this matter. We look forward to continuing our collaborative efforts to ensure the effective and efficient management of our shared services.

Sincerely,

Chad A. Clark
Mayor

INTERMUNICIPAL AGREEMENT
BETWEEN
The Town of Marcellus on behalf of
the Marcellus Sewer Districts # 1 and 2
and
The Village of Marcellus

Agreement made as of this ____ day of _____, 20____, by and between the Town of Marcellus, a municipal corporation, with its offices at 22 East Main Street, Marcellus, New York (hereinafter referred to as the "Town") on behalf of the Marcellus Consolidated Sewer Districts # 1 and 2, and the Village of Marcellus, a municipal corporation of the State of New York, with its offices at 6 Slocombe Ave, Marcellus, New York (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Town has formed, operates and maintains the Marcellus Sewer Districts # 1 and 2 within the Town, to include sewer lines and the Platt Road pumping station, for the purpose of providing public sanitary sewer services to Town residents ("Town Sewer System"),

WHEREAS, the Village operates and maintains a sewer system within its corporate boundaries, which includes sewer lines, pumping stations, and a wastewater treatment plant ("Village Sewer System"),

WHEREAS, the Town and Village consolidated the operation, maintenance, and repair of their sewer systems in order to optimize operational efficiency, and reduce flow within the system by addressing I & I issues and reduce taxpayer expense.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town and Village do hereby agree as follows:

1. VILLAGE SERVICES

a. The Village, by virtue of the authority invested in it pursuant to Article 5-D of the General Municipal Law, hereby grants the Town the right to continue all existing connections and to discharge sanitary sewage into the Village Sewer System. If there is adequate capacity at the Village Water Pollution Control Plant (WPCP), upon approval of the Village Board of Trustees, the Town may make additional connections to the Village Sewer System.

b. The Town shall use such sewer system for sanitary purposes only, and said shall not be used for the disposal of fluids, chemicals or solids which may cause injury or damage to the sewer pipes, equipment or treatment plant or said sewer system, or for surface or roof water drain runoff.

c. If at any time during the term of this Agreement, the Village Sewer System is determined by written order of any authorized agency of the State of New York to be inadequate for the use of the Village and its inhabitants within the meaning of Section 14-1404 of the Village Law, the parties to this Agreement shall work together to find an acceptable solution to the determination. If such a solution is not reached, this Agreement shall terminate as of the date of such order, and the Town shall cease to discharge into the Village Sewer System. Upon any such termination, any payment due would be pro-rated to the date of termination. If by any reason of any natural calamity (force majeure) or act beyond the control of the Village (e.g. loss of power, vandalism, or sabotage) and, as a result, the service of the Town hereunder is terminated, any payment due shall be pro-rated to date of termination.

d. The Village shall continue to bill Town sewer users through the Town of Marcellus pursuant to the formula set forth in section 3 below.

2. TOWN ACTIONS

The Town agrees to:

a. Comply with the Village of Marcellus Sewer Ordinance and all written orders, directions and regulations of the Village for the use of such sewer system which are now in force and which shall hereafter be adopted by the Village or by the County of Onondaga, or by the State of New York.

b. In the event a sewer line breaks or other significant repairs are needed to the Town Sewer System described above, which the Village determines are beyond its capabilities to address, the Town shall pay for such repairs directly to the vendors selected by the Village to make the repairs.

c. Obtain the approval of the Board of Trustees of the Village before making any additional connections to or extensions of the Town Sewer System and make corresponding adjustments for sewer rent payments to the Village as necessary;

d. Report any and all sewer leaks/spills that happen within the Town Sewer System per the Sewage Pollution Right to Know Act (2013);

e. Continue to have Town sewer users in Town Sewer Districts (#1 and #2) make payment for sewer services to the Town pursuant to the formula listed in section 3 below; and

f. Make the Village whole for any outstanding sewer charges by March 1st of each year.

3. SCHEDULE OF PAYMENTS

The Town shall bill Town Sewer users at the beginning of each calendar year, when Town taxes are levied. Said payment shall be based upon a Basic Service Fee (average Village sewer user payment), plus a thirty percent (30%) Outside User Fee, times the number of Town sewer units, to be prepared by the Village and submitted to the Town on or before October 1st of each year.

a. The Town agrees to transfer to the Village, by the 1st of March each year, in a single payment, to be approved at the Town’s Organizational Meeting each year, those sewer rent payments that have been made to the Town by the Town sewer users.

4. CLASSIFICATION OF UNITS

The following classification of units will be used in both the Village and Town to determine the applicable annual sewer use payments to be made by the Town to the Village:

| CLASSIFICATION | FACTOR |
|--|---|
| 1. Single Family House | 1 Unit |
| 2. Multi-Family House | 1 Unit per residence. |
| 3. Apartment Houses and 1 Unit for each additional Apt. | 1 Unit for 1 st Apt. |
| 4. Mobile Home or Private Lot | 1 Unit |
| 5. Mobile Home in Park | 1 Unit each |
| 6. Church | 1 Unit |
| 7. Parsonage – Separate Structure | 1 Unit |
| 8. Parsonage – Attached to Church | 1 Unit |
| 9. Town Municipal Building | 1 Unit |
| 10. Town Highway Garage | 3 Units |
| 11. Firehouse | 10 Units |
| 12. Town Park Facilities | 6.5 Units |
| 13. Campsite or RV Rental Unit w/Sanitary Facilities | 1/8 Unit |
| 14. Industrial & Commercial (Stores, Restaurants, Motels, Hotels, Gas Stations, Laundromat, etc.) | 1 Unit and 1 Unit per 80,000 gals. of sewage per year or part thereof over 80,000 gals |

The number of units to be used in calculating the applicable annual sewer use payments as per Sections 2(f) and 3 herein shall be determined annually.

- (a) The Village shall determine and submit its actual unit count on or before October 1st of each year.
- (b) Any unexpected or necessary adjustments to the cost of services, or any change in the number of units within the Town prior to October 1st of any given year, shall be used in making the final count for the March payment.

5. OTHER AGREEMENTS

a. This Agreement supersedes all prior negotiations and written or oral understandings, if any, and may not be amended or supplemented except by an instrument in writing signed by both parties hereto.

b. This Agreement shall replace all prior Agreements both written and oral between Village and Town for the Town Sewer System, including the Intermunicipal Agreement entered into on October 10th, 2014, except as referenced in c. below

c. The Sewer Line and Pump Addendum to this Agreement dated ____ of _____, 20__ relating to the Town Fire Department, Town Highway Department and Town Park sewer mains and Park Pump Station herein attached as Exhibit 1 here to shall remain in effect until December 31, 2027.

6. INTERPRETATION

a. The paragraph captions are for convenience only and shall not affect the interpretation of this Agreement.

b. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

7. ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns to which this Agreement relates.

8. NOTICES

Notices will be deemed properly given when in writing sent by certified mail, postage prepaid and addressed:

If to the Town: Supervisor, Town of Marcellus
 22 East Main Street
 Marcellus, New York 13108

If to the Village: Mayor, Village of Marcellus
 6 Slocombe Avenue
 Marcellus, New York 13108

9. HOLD HARMLESS

The parties agree as follows: 1) the Village covenants and agrees to indemnify, defend, and hold harmless the Town, its officers, agents and employees from and against any and all loss or expense that may arise by reason of claims, costs, damages, suits, actions, judgements, injury or death, or for invasion of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Village, its employees and agents as it relates to the Village Sewer System; 2) the Town covenants and agrees to indemnify, defend, and hold harmless the Village, its officers, agents and employees from and against any and all loss or expense that may arise by reason of claims, costs, damages, suits, actions, judgements, injury or death, or for invasion of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty,

negligence or wrongful act on the part of the Town, its employees and agents as it relates to the Town Sewer System and Sewer Line and Pump Addendum.

10. LENGTH OF AGREEMENT

The term of this Agreement shall be from the date upon which the Agreement is executed by the Village Mayor and continue until December 31st 2027.

11. SEVERABILITY

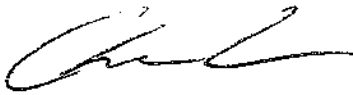
If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

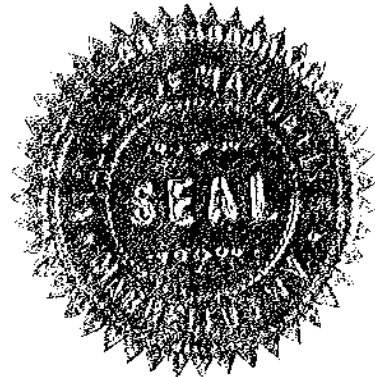
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

TOWN OF MARCELLUS

By _____
Town Supervisor

VILLAGE OF MARCELLUS

By  _____
Mayor



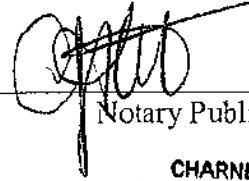
STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
TOWN OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ resides at _____, in _____, New York that _____ is the _____ of the Town of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
VILLAGE OF MARCELLUS)

On this 5 day of September, 2024, before me personally appeared Chad A. Clark to me personally known, who, acknowledged that he resides at Flower Lane, in Marcellus, New York, that he is the Mayor of the Village of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in he vested.



Notary Public

CHARNEYA ABBOTT
Notary Public, State of New York
Reg. No. 01AB6381323
Qualified in Onondaga County
Commission Expires 10-01-2026

EXHIBIT 1

Marcellus Sewer Line and Pump Addendum

This Agreement is made this ____ day of _____ 20____, by and between the Town of Marcellus, a municipal corporation organized and existing under the laws of the State of New York with its principal offices as 22 East Main Street, Marcellus New York 13108 ("Town") and the Village of Marcellus, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 6 Slocombe Avenue, Marcellus, New York 13108 ("Village").

WITNESSETH

WHEREAS, the Town owns, operates, and maintains the Marcellus Park located at 2443 Platt Road, Marcellus, New York 13108 ("Marcellus Park");

WHEREAS, the Town owns the Park Pump Station and sewer lines within the Marcellus Park boundaries for the purpose of providing public sanitary sewer services to the Marcellus Park ("Marcellus Park Sewer System");

WHEREAS, the Town is the owner of three-bathroom facilities located in Marcellus Park, including the grinder pumps located outside of each, and responsible for all maintenance excluding the Village from any responsibility;

WHEREAS, the Town is the owner of the fire hall facilities located at 4242 Slate Hill Road, Marcellus, New York 13108 ("Firehouse");

WHEREAS, the Town is the owner of the highway garage facilities located at 4262 Slate Hill Road, Marcellus, New York, 13108 ("Town Highway Garage");

WHEREAS, the Town is responsible for maintenance, repair, and replacement of the Park Pump Station, including the right of way or easement for the pipe leading westerly to the Firehouse and Town Highway Garage, thereof and whereby the Town agreed to pay the Village for such sewer service at a rate commensurate with the amount of wastewater entering the system to be billed by the Village on a quarterly basis.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town and Village do hereby agree as follows:

To the extent requested by the Town, and pursuant to existing practice, the Village will monitor and oversee the normal operation, maintenance and repair of the Park Pump Station and sewage lines described above. The Town agrees to reimburse the Village for any reasonable costs incurred by the Village in providing such service.... In the event a line breaks or other repairs are needed to the Marcellus Park Sewer System, which the Village determines are beyond its capabilities to address, the Town shall pay for such repairs directly to the vendors selected by the Village to make the repairs.

The Town is responsible to report any and all sewer spills that happen for the Town Sewer System and Park Pump Station and sewer lines mentioned above per the Sewage Pollution Right to Know Act (2013) State Law.

The Town shall use such sewer system for sanitary purposes only, and said shall not be used for the disposal of fluids, disposal of grit/oil separators, chemicals or solids which may cause injury or damage to the sewer pipes, equipment or treatment plant or said sewer system, or for surface or roof water drain runoff.

Notwithstanding the foregoing, the Town may contract for and retain the services of another entity for maintenance and repair of the Town Sewer Districts and Park Pump Station and sewer lines upon ninety (90) days' notice to the Village.

The Term of this Agreement shall be three (3) years from the date of execution of same, unless notice of cancellation is provided in writing by one party to the other upon ninety (90) days' notice.

To: Marcellus Town Board and Marcellus Parks and Recreation

From: Tim Young – Code Red Girls Softball

Date: September 13, 2024

We are asking permission to use the back softball field #3 for Code Red to practice on.

We would like to use it on Sundays from 11:00am to 2:00pm for the time frame of October 1, 2024, through August 1, 2025.

The team is made up of local girls aged 10-13 years old from Marcellus and Skaneateles, they played with Marcellus Optimist Softball and continued with Code Red learning more skills.