

Town of Marcellus
Board Meeting
Wednesday, February 5, 2025
6:30 PM

Call to Order

Salute to Flag

- I. Waive the Reading and Accept the Minutes
- II. Approve Monthly Financials

Public Hearing- Local Law C-2024 Outdoor Concerts

III. Old Business

- A. Tim's Pumpkin Patch PUD
- B. Sewer Contract with the Village
- C. Parks and Recreation Budget Adjustment

IV. New Business

- A. CNY Cars and Coffee
- B. Spring Trash Days
- C. Fire Department Financials
- D. Crystal Ball Cruise and After Party
- E. SIEMENS 2025 Contract
- F. Olde Home Days

V. Reports From Department Heads

- A. Codes
- B. Highway
- C. Parks/Rec
- D. Town Clerk - Monthly Report

VI. Discussion Agenda

- A. Fire Department

VII. Adjournment

Future Meeting Dates

Workshop Meeting- Wednesday, February 19, 2025- 6:30 pm- Town Hall

Planning/Zoning Meeting- Monday, March 3, 2025 - 6:30 pm- Town Hall

Town Board Meeting- Wednesday, March 5, 2025- 6:30 pm- Town Hall

Workshop Meeting- Wednesday, March 19, 2025- 6:30 pm- Town Hall

Marcellus Town Board
Organizational Meeting
Tuesday, January 8, 2025
6:00 PM

The Organizational Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, January 8, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Laurie Stevens	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Gabe Hood	Councilor

Also present: Jim Gascon, Town Attorney; Mike Ossit, Highway Superintendent; Don MacLachlan, Recreation Director; John Houser, Codes Officer; Bill Southern, Jim Rossiter, Dave Card, Fire Department; Chris Christensen, Max Chapman, Sydney Legnetto, Dakota Wilson, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

A. Meeting Rules & Procedures: The Board was presented with the Meeting Rules & Procedures pamphlet.

B. Town Board Meeting Schedule: The meeting schedule for 2025 will be the first and third Wednesdays of the month at 6:30 pm. The exceptions will be in April and December. April meetings will be held on April 2nd and April 23, 2025. The Year-End Meeting will be held Monday, December 29, 2025.

2025 Schedule:

January	08 Organizational Meeting
	08 Monthly Meeting
	22 Workshop Meeting
February	05 Monthly Meeting
	19 Workshop
March	05 Monthly Meeting
	19 Workshop
April	02 Monthly Meeting
	23 Workshop
May	07 Monthly Meeting
	21 Workshop

June 04 Monthly Meeting
18 Workshop

July 02 Monthly Meeting
16 Workshop

August 06 Monthly Meeting
20 Workshop

September 03 Monthly Meeting
17 Workshop

October 01 Monthly Meeting
15 Workshop

November 05 Monthly Meeting
19 Workshop

December 03 Monthly Meeting
17 Workshop
29 End of Year Meeting

Councilor Clarke made a motion seconded by Councilor Berwald to approve the meeting rules and procedures and Town Board meeting schedule.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

C. Holiday Schedule – Town Hall Closed:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Councilor Hoey made a motion seconded by Councilor Berwald to approve the Town Hall Holiday schedule.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

D. Official Bank: Name Solvay Bank as the official bank for the depository for all monies from the Town Supervisor, Town Clerk, Tax Collector and Court.

E. Town Investment Policy: Idle monies shall be invested at the designated bank of the Town either in Certificate of Deposit or any kind of Savings Account. The Town requests that the depository (Solvay Bank) protect these investments in the event they exceed FDIC coverage by pledging securities as collateral. The Collateral is to be held by a third party.

F. Petty Cash Accounts: Allow the Town Clerk to continue to have a petty cash fund of \$200; Recreation Department to continue to have a petty cash fund of \$200; this is to be administered by the Town Clerk, the Tax Collector to have a petty cash of \$100.00 and the Court Clerk to have petty cash of \$200.00

Councilor Berwald made a motion seconded by Councilor Hood to approve the official bank as Solvay Bank, Town investment policy and petty cash.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

G. Supervisor to Pay Bills: Authorize the Supervisor to pay utility bills, postage, and insurance prior to audit.

H. Mileage Reimbursement: As of January 1, 2025, standard mileage rate is .67 cents per mile.

I. Official Newspaper: Name the Press Observer as the Official Town Newspaper and name the Syracuse Post Standard as a secondary newspaper.

J. Supervisor Extension: The Supervisor will be given a thirty-day extension to file the annual report.

K. Highway Superintendent Buying: The Highway Superintendent may use State and County vendors and Sourcewell in aggregate buying.

Councilor Hood made a motion seconded by Councilor Clarke to approve the Supervisor to pay utility bills, postage and insurance prior to audit, mileage reimbursement at .67 cents per mile, naming the Press Observer as the Official Town Newspaper, giving the Supervisor a thirty-day extension to file the annual report and allow the Highway Superintendent to use State & County Vendors for aggregate buying.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

Appointments:

1. Annual Appointments:

Bookkeeper – Lori Petrocci – 1/1/25-12/31/25

Clerk to Codes Department – Joanna Clarke – 1/1/25 – 12/31/25

Clerk to Planning/Zoning – Joanna Clarke – 1/1/25-12/31/25
Clerk to Town Justices – Mary Beth Lollis Barnell – 1/1/25-12/31/25
Deputy Clerk to Town Justices – Olivia Dunn -1/1/25-12/31/25
Recreation Director – Don MacLachlan – 1/9/25- 12/31/25
Recreation Attendant – Michele Norstad – 1/9/25-12/31/25
Historian – Peg Nolan – 1/1/25-12/31/25
Dog Control Officer- James LaRose – 1/1/25-12/31/25
Park Crew Leader – James Rossiter 1/1/25-12/31/25
Deputy to Codes – Jeremy Perry – 1/1/25-12/31/25
Chris Christensen- Planning and Zoning Board- 1/9/25- 12/31/31
Board of Assessment Review Member James Mather – 1/9/2025- 9/30/27

Councilor Clarke made a motion seconded by Councilor Hoey to approve the Annual Appointments for 2025.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens Carried

2. Advisory Appointments:

Supervisor appointing Terry Hoey as Deputy Supervisor – 1/1/25-12/31/25
Supervisor appointing Lori Petrocci as Budget Officer – 1/1/25- 12/31/25
Town Clerk appointing Suzanne Tobin as Deputy Town Clerk – 1/1/25-12/31/25
Town Clerk appointing Susan Dennis as a backup Deputy Town Clerk- 1/1/25-12/31/25
Highway Superintendent appointing Jeremy Perry as Deputy Highway Superintendent – 1/1/25-12/31/25
Tax Collector appointing Elaine Potter as Deputy Tax Collector – 1/1/25-12/31/25
Tax Collector appointing Lori Petrocci as Deputy Tax Collector – 1/1/25-12/31/25
Dog Control Officer appointing James LaRose IV as Deputy Dog Control Officer 1/1/25-12/31/25

Councilor Berwald made a motion seconded by Councilor Clarke to approve the Advisory Appointments for 2025.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens Carried

3. Safety Committee: The Safety Committee will be John Houser, Mike Ossit, Jim Rossiter and Supervisor Laurie Stevens.

4. Department Liaisons: The following are appointed as liaisons for the Departments that are not run by an Elected Official:

- MAVES- Councilor Hoey
- Fire Department- Councilor Clarke
- Codes- Councilor Hood
- Recreation- Councilor Berwald

Councilor Hoey made a motion seconded by Councilor Hood to approve the safety committee members John Houser, Mike Ossit, Jim Rossiter and Supervisor Stevens. The Department Liaisons are Councilor Hoey for MAVES, Councilor Clarke for the Fire Department, Councilor Hood for Codes Department and Councilor Berwald for Recreation Department.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens Carried

M. Annual Salaries and Payment Schedule:

Salaries:

Supervisor-\$12,000

Town Justices (2) - \$15,411.50 each

Court Clerk - \$47,730

Deputy Court Clerk - \$18.00 per hour

Councilors (4) - \$6,120 each

Town Clerk - \$47,890

Deputy Town Clerk - \$18.54 per hour

Tax Collector - \$11,088

Bookkeeper - \$56,900

Budget Officer - \$3,800

Assessor - \$36,000

Clerk to Assessor - \$5,901

Parks & Recreation Director - \$15,600

Recreation Attendant - \$18.50 per hour

Dog Control Officer - \$10,024

Highway Superintendent - \$70,674

Deputy Highway Superintendent - \$28.56 per hour

Highway MEO - \$28.06 per hour

Codes Officer - \$59,324

Deputy Codes Officer - \$13,650

Secretary to Planning & Zoning - \$28,963

Secretary to Codes - \$12,412

Park Crew Leader - \$19.10 per hour

Seasonal Rec. PT Employees - \$15.50 per hour

Seasonal Rec. Program Director - \$16.00 - \$24.00 per hour

Seasonal Park Laborer - \$17.00 - \$17.51 per hour

Youth & Adult Recreation Specialist - \$15 - \$45/Student/depending on program.

Historian - \$350

Planning & Zoning Boards – Chairs (2)- \$3,510 each

Members (5) -\$2,378 each

Assessment Board – Chair (1) - \$210

Members (4) - \$175 each

Hourly Employees are paid bi-weekly.

Salaried Employees and part-time recreation employees are paid monthly.

Hourly Employees who work more than 40 hours per week shall be paid at one and one-half (1 ½ hours) times their hourly rate.

Full-time Employees will receive 8 hours straight pay for 13 designated holidays plus 1 ½ times their hourly rate for actual hours worked on that holiday.

Councilor Clarke made a motion seconded by Councilor Hood to approve the Annual Salaries and payment schedule for 2025.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

N. Cell Phone Stipend:

Highway Superintendent - \$45/Month
Codes Officer - \$45/Month
Highway Employees - \$25/Month

O. Clothing Allowance:

Highway Employees - \$500/year per employee
\$100 per year for Park Employees for work boots
\$100 per year for Codes Officer for work boots

Councilor Clarke made a motion seconded by Councilor Hoey to approve the cell phone stipend and clothing allowance for 2025.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens

Carried

P. Contracts:

Marcellus Historical Society: \$5,000. This will help offset the cost of insurance and utilities related to operating expenses of the Steadman House.

American Legion: \$600. This is to provide Flags for the veteran grave sites in the three cemeteries in the Town. The Flags are to be placed prior to Memorial Day and removed within five (5) days after July 4, 2025.

Health/Loan Closet: \$500. This will help offset the costs of new equipment.

CNYSPCA: \$2,160. This is for cruelty investigations; the fee will increase from \$2,000 in 2024.

Ascapi: \$500. Annual license fee for any music played at the park.

Costello Cooney & Fearon, PLLC: The firm will provide general legal services for the Town of Marcellus during the calendar year 2025 on an hourly basis. General legal services will include attending all Town Board Meetings, Public Hearings and Executive Sessions, responding to day-to-day questions of Town Officials and preparation of any necessary documents. Hourly fees will be \$195/per hour for attorneys and \$100.00/per hour for paralegals. Bills for these services will be itemized and provided on a monthly basis. Payment is due for these services within 30 days of the Town's receipt of the invoice.

Marcellus Fire Department: The amount the Town will provide to the Marcellus Fire Department is \$349,934.00 for 2025. The Fire Department will provide fire protection and rescue services capable of properly responding to emergencies in the Town of Marcellus.

Payment Schedule A

Contractual Payment: \$244,934.00

-plus-

Truck & Equipment Reserve: \$75,000.00

-plus-

Building Maintenance Fund: \$30,000.00

Payment Schedule B

On or before January 15, 2025: Twenty-five Percent (25%) of Schedule A
 On or before April 15, 2025: Twenty-five Percent (25%) of Schedule A
 On or before June 15, 2025: Twenty-five Percent (25%) of Schedule A
 On or before September 15, 2025: Twenty-five Percent (25%) of Schedule A

Ambulance Service (MAVES): The cost the Town will provide MAVES is \$306,900.00 for 2025. MAVES shall provide emergency medical ambulance services for all persons in the limits of the Town of Marcellus, including the Village.

Payment Schedule A

Contract Amount: \$306,900.00

Method of Payment: Payments are to be made in twelve (12) equal monthly installments of \$25,575.00.

Payment Schedule B

Usual and customary user fees

	Town and Village of Marcellus Resident
ALS 1	\$1,800.00
ALS 2	\$2,050.00
ALS Refusal	\$300.00
BLS	\$1,400.00
Emerg Srv	
At Scene	\$200.00
Mileage	\$34.50

Marcellus Veterinary Hospital: Fees for housing, vaccinating and caring for stray dogs. No increase in fees for 2025.

Marcellus Library: \$11,000.00 in 4 payments for 2025.

TDK:

LABOR BILLING RATES

Principal	\$215.00
per hour	
Senior Project Engineer	\$205.00
per hour	
Project Engineer	\$195.00
per hour	
Engineer - Grade I	\$165.00
per hour	
Engineer - Grade II	\$155.00
per hour	
Engineer - Grade III.....	\$145.00
per hour	

Engineer - Grade IV	\$105.00
per hour	
Technician – Grade I	\$95.00
per hour	
Technician – Grade II	\$85.00
per hour	
Technician – Grade III	\$75.00
per hour	
CADD Designer - Grade I	\$115.00
per hour	
CADD Designer – Grade II	\$100.00
per hour	
CADD Designer – Grade III	\$85.00
per hour	
Administrative Assistant	\$80.00
per hour	
Administrative Assistant Support Staff	\$60.00
per hour	
Expert Witness	\$400.00
per hour	

PRIORITY SERVICE BILLING RATES

Priority Rate for Same Day Service(s) Within Normal Business Hours	Applicable Labor Rate x 1.25
Priority Rate for Same Day Service Outside Normal Business Hours (weekday)	Applicable Labor Rate x 1.50
Priority Rate for Weekend Services	Applicable Labor Rate x 2.00

Priority rates apply to Client requests for: a) same day services within normal business hours (8:00 a.m. to 5:00 p.m. Monday thru Friday), b) services outside of normal business hours' weekdays (5:01 p.m. to 7:59 a.m.) or weekends, or c) services requiring suspension of other firm work.

Councilor Hoey made a motion seconded by Councilor Hood to approve the contracts as present for 2025.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens Carried

Councilor Clarke made a motion seconded by Councilor Berwald to adjourn the Organizational Meeting at 6:15pm.

Ayes- Berwald, Clarke, Hoey, Hood and Stevens Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Regular Meeting
Wednesday, January 8, 2025
6:30 PM

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, January 8, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Laurie Stevens	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Gabe Hood	Councilor

Also Present: Jim Gascon, Town Attorney; John Houser, Codes Officer; Bill Southern, Steven Bolewski, Chris Christensen, Jim Rossiter, Barry Potter, Dave Card, Fire Department; Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Waive the Reading and Accept the Minutes: Councilor Berwald made a motion seconded by Councilor Hood to waive the reading and accept the minutes as presented by the Town Clerk. The minutes were from the December 4, 2024, Town Board Meeting and the December 30, 2024, End of Year Meeting. Ayes – Berwald, Clarke, Hoey, Hood and Stevens Carried

Monthly Activity: The abstract of Audited Vouchers for January 7, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #1 as of January 3, 2025. Claim #s 157555-157572.

	<u>Expenses</u>
General Fund	\$27,542.68
Part Town General	3,828.55
Townwide Highway	5,424.02
Part Town Highway	4,680.00
Fire District	17,949.75
Ambulance Fund	1,214.00
Trust and Agency	2,070.57
Total	\$62,709.57

The abstract of Audited Vouchers for January 8, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #12 as of January 3, 2025. Claim #s 157541-157554.

	<u>Expenses</u>
General Fund	\$4,142.54
Part Town General	22.73
Townwide Highway	2,589.07

Total \$6,754.34

Board Members were given the Activities Report as of January 6, 2025. Fiscal year 2024 Period 12.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,749,614.48)	1,434,272.03
Part Town General	(216,668.78)	190,945.92
Townwide Highway	(650,775.32)	463,419.85
Part Town Highway	(376,832.40)	277,968.23
Fire District	(398,789.50)	390,876.00
Hydrant Fund	(3,081.75)	3,227.00
Ambulance Fund	(313,384.81)	313,365.00
Sewer District	(195,953.88)	195,952.00
Water District	(182,045.45)	185,269.00

Bank Balances:

The total of all Bank Balances for November 2024 is \$3,698,177.90

Councilor Berwald made a motion seconded by Councilor Hoey to approve the Abstract of Audited Voucher Reports as of January 3, 2025, the Activities Report as of January 6, 2025, and the Bank Balances of November 2024.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Old Business:

Tim's Pumpkin Patch PUD: This topic has been tabled. The Town Board is still in the discussion phase.

Sewer Contract with the Village: This topic has been tabled.

Re-Introducing Local Law C-2024 Outdoor Concerts:

TOWN BOARD RESOLUTION

RE-INTRODUCING LOCAL LAW C-2024

(A Local Law Amending Chapter 235 of the Code of the Town of Marcellus

Regarding Outdoor Concerts)

TOWN OF MARCELLUS

January 8, 2025

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 January 8, 2025, at 6:30 P.M., there were:

PRESENT: Jeff Berwald Councilor
Percy Clarke Councilor
Gabe Hood Councilor
Terry Hoey Councilor
Laurie Stevens Town Supervisor

WHEREAS, Councilor Hood introduced proposed Local Law No. C-2024, "A Local Law Amending Chapter 235 of the Code of the Town of Marcellus" and made the following motion, which was seconded by Councilor Hoey; and

WHEREAS, previously on November 6, 2024, the Town Board of the Town of Marcellus introduced proposed Local Law No. C-2024, "A Local Law Amending Chapter 235 of the Code of the Town of Marcellus Regarding Outdoor Concerts," which Local Law would allow outdoor concert(s) as an accessory use in certain Zoning Districts within the Town subject to a special use permit; and

WHEREAS, a public hearing on the issue of the proposed Local Law was noticed for December 4, 2024 and publication of the Notice of Public Hearing was accomplished as per law; and

WHEREAS, subsequent to the public hearing held on December 4, 2024, it was determined by the Town Board to revise and amend proposed Local Law C-2024, which revisions clarify conditions for receiving a special use permit for outdoor concerts as an accessory use in certain Zoning Districts; and

WHEREAS, the Town Board believes such revised and amended Local Law C-2024 should be considered for further public comment; and

WHEREAS, the full text of said Local Law, as revised and amended, is on file at the Clerk's Office at the Town Hall, 22 East Main Street, in said Town, and may be viewed by all interested persons during normal business hours, Monday through Friday; 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 (SEQRA) with respect to the proposed enactment of said Local Law, with the result that the Town Board shall act as lead agency in this matter; and

WHEREAS, the adoption of said Local Law is a Type I Action for purposes of environmental review under SEQRA; and

WHEREAS, the Town Board has determined that Full Environmental Assessment Form (EAF) shall be required in connection with this matter; and

WHEREAS, the said full EAF has been prepared and has been reviewed by the Town Board; and

WHEREAS, the Town Board has considered the adoption of said Local Law, revised and amended, has considered the criteria contained in 6 N.Y.C.R.R. Part 617.7 and has compared the impacts which may be reasonably expected to result from the adoption of said Local Law against said criteria.

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED that the enactment of said proposed Local Law C-2024 is a Type I Action, there are no other involved agencies and this Board shall act as lead agency in this matter for purposes of SEQRA review; and it is further

RESOLVED AND DETERMINED that the Town Board has determined this action shall have no significant adverse impact on the environment; that, accordingly, an environmental impact statement (EIS) shall not be required; and that this resolution shall constitute a negative declaration under SEQRA; and it is further

RESOLVED AND DETERMINED that the Town Board shall conduct a new public hearing as to the enactment of proposed Local Law No. C-2024, as revised and amended, at the Town Hall located at 22 East Main Street, in the Town of Marcellus on February 5, 2025 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 and to any affected municipalities described above.

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

VOTE:	Laurie Stevens	Town Supervisor	Yes
	Jeff Berwald	Councilor	Yes
	Percy Clarke	Councilor	Yes
	Gabe Hood	Councilor	Yes
	Terry Hoey	Councilor	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: January 8, 2025

New Business:

2024 Court Audit: Pursuant to Uniform Justise Court Act 2019-a, it is the duty of every justice to present his/her record and docket, at least once a year to the auditing board of the Town. The Marcellus Justise Court 2024 records are available to be presented for such examination. It was determined by the Town Board that Councilor Clarke will audit the 2024 Court records and present his finding at a future Town Board meeting.

Concerts in the Park 2025 Contracts: Parks and Recreation is asking the Town Board to approve and sign all contracts for the concerts in the park. All Concerts on held on Thursdays.

June 26- Horn Dogs, band fee \$600.00

July 3- Fab Cats, band fee \$600.00

July 10- Finn Kelly Band, band fee \$600.00

July 17- T.J Sacco Band, band fee \$600.00

July 24- Faded Vinyl, band fee \$600.00

July 31- Joe Whiting, band fee \$750.00

August 7 Mood Swing, band fee \$650.00

August 14- Rain date

Councilor Berwald made a motion seconded by Councilor Clarke to approve Supervisor Stevens to sign the contracts for the concerts in the park.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

2025 Highway Budget Adjustment: Mike Ossit would like approval to transfer funds in the amount of \$77,703 from Fund Balance (DA909) and place in the Townwide Highway Equipment line (DA.5130.2000) for the purchase of a pick-up truck in the amount of \$55,500 and the purchase of a Mongo Gen2 35" Forestry Mulcher in the amount of \$22,203.

Councilor Clarke made a motion seconded by Councilor Berwald to approve the transfer of funds of \$77,703 from Fund Balance (DA909) to Townwide Highway Equipment line (DA.5130.2000).

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Official Undertaking of Municipal Officers: The Official undertaking is a bond that the Town purchased for security. This bond includes Town Supervisor Laurie Stevens, Rosemary Tozzi as Town Clerk, Sandra Taylor as Tax Collector, Mary Reagan Dailey as Town Justice, Daniel Falge as Town Justice, Michael Ossit as Superintendent of Highways, Terry Hoey as Deputy Town Supervisor, Mary Beth Lollis Barnello as Court Clerk, Lori Petrocci as Bookkeeper and Deputy Tax Collector, Michele Norstad as Recreation Attendant, Suzanne Tobin as Deputy Town Clerk, Susan Dennis as Deputy Town Clerk, Joanna Clarke as Secretary to Codes and Planning/Zoning Board, Olivia Dunn as Deputy Court Clerk, and Elaine Potter as Deputy Tax Collector.

Councilor Hood made a motion seconded by Councilor Berwald to have all the named Officials sign the official undertaking as required by the insurance company.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Parks and Recreation 2024 Budget Transfer: This topic has been tabled.

Marcellus Park Incident Report Form: Jim Rossiter asked the Town Board to review and approve an incident report form for Marcellus Park. The form will be used to report accidents, injuries, medical situations, criminal activities, traffic incidents, or other incidents.

Councilor Berwald made a motion seconded by Councilor Clarke to approve the use of the incident report form presented to the Board.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Exterior Lights for Parks Maintenance Buildings: Jim Rossiter presented two quotes for material to install exterior lights for the park maintenance building. The first quote is from GMES for \$947.93 the second is from Home Depot for \$831.48. The park employees will complete the work, no labor fees are associated with the quotes. The lights will help with security issues.

Councilor Hood made a motion seconded by Councilor Hoey to approve the purchase for material from Home Depot at a cost of \$831.48.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Changing locks/key fobs for Park buildings: This topic has been tabled; the Town is waiting for quotes.

Departments Reports:

Codes: John Houser, Codes Offer gave an update on Dublin Road. He is satisfied with the progress that has been made.

Highway: Nothing to report

Parks/Rec: Nothing to report

Town Clerk: Rosemary Tozzi, Town Clerk; Presented the monthly report for December 2024

Dog Licensing \$229

Impoundment Fee \$127.00

Certified Copies-Marriage \$20.00

Passport \$210.00

Conservation \$5.39

Building \$3,431.00

Zoning Fees \$50.00

Discussion Agenda:

Fire Department: Dave Card had nothing to report

Adjournment: Councilor Hood made a motion seconded by Councilor Hoey to adjourn the meeting at 7:03pm.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Reopen the Meeting: Councilor Berwald made a motion seconded by Councilor Hoey to reopen the Town Board meeting at 7:05pm.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Agreement for the Expenditure of Highway Moneys (added Item): Every year the Town receives an Agreement for the Expenditure of Highway Moneys between the Town and Onondaga County. This Agreement is signed by all the Board Members and the Highway Superintendent. It is an overview of some of the work to be done with the possibility of State Aid for the repair and improvement of highways.

Councilor Hoey made a motion seconded by Councilor Berwald to approve the Town Board to sign the Agreement for the Expenditure of Highway Moneys.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Adjournment: Councilor Berwald made a motion seconded by Councilor Clarke to adjourn the meeting at 7:07pm.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, January 22, 2025
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, January 22, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present: Laurie Stevens	Supervisor
Jeff Berwald	Councilor
Percy Clarke	Councilor
Terry Hoey	Councilor
Gabe Hood	Councilor

Also Present: Mike Ossit, Highway Superintendent; Jim Gascon, Town Attorney; Don MacLachlan, Recreation Director; Jim Rossiter, Bill Southern, Gary and Linda Wilcox, Steven Bolewski, John Pawlewicz, Scott Stearns, Dave Card, Fire Department; Christina Kohler, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #1 as of January 17, 2025. Claim # 157611.

Expense	
General Fund	\$223.40
Total	\$223.40

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #12 as of January 17, 2025. Claim #'s 157582-157593.

Expense	
General Fund	\$4,852.79
Townwide Highway	1,853.08
Total	\$6,705.87

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #1 as of January 17, 2025. Claim #'s 157594-157610, 157612-157627.

Expense	
General Fund	\$31,325.01
Part Town General	5,318.65

Townwide Highway	8,279.39
Fire District	87,483.50
Ambulance Fund	76,725.00
Trust and Agency	2,070.57
Total	\$211,202.12

Councilor Berwald made a motion seconded by Councilor Clarke to approve the Abstract of Audited Vouchers and pay the bills as of January 16, 2025, January 21, 2025, and January 22, 2025.
 Ayes –Berwald, Clarke, Hoey, Hood and Stevens Carried

Old Business:

Tim's Pumpkin Patch PUD: This topic has been tabled for discussion.

Sewer Contract with the Village: This topic has been tabled. The Town is looking into other options.

Local Law C-2024- Outdoor Concerts: A public hearing is scheduled for February 5, 2025.

Parks and Recreation 2024 Budget Transfer: Don MacLachlan, Recreation Director is requesting a budget adjustment. He is waiting for quotes on equipment. This topic has been tabled.

Changing locks/key fobs for Park buildings: The Town Board was presented with three quotes from CNY Locks. The first quote is to replace the cylinder on current locks, labor, service call, and ten keys for \$236.90. The second is for key fobs without the monitoring capability, service call, material and labor for \$3,176.28 and the third is for key fobs with monitoring capability, service call, material and labor for \$5,789.22. Alarm Services also provided a quote for key fobs and material for \$4,930.00 plus a charge of \$130.00 per fob reader and an annual fee of \$260.00. The last quote came from Kelley Bros, LLC for key fobs, material and an annual subscription for \$8,719.72. After some discussion it was decided to replace the locks and not install key fobs. Dave Card, Fire Department, suggested the Town have a Knox box installed at the park.

Councilor Berwald made a motion seconded by Councilor to approve CNY Locks to replace the current locks at the park for \$236.90.

Ayes –Berwald, Clarke, Hoey, Hood and Stevens Carried

New Business:

Recommended Zoning Changes: The Planning and Zoning Board recommended making a few changes to the code regarding larger accessory buildings. The changes were discussed and the Town Board decided to move forward, the next step is Jim Gascon, Town Attorney will prepare a Local Law to amend the code.

Central NYSBOC Training: John Houser, Codes Officer is requesting approval from the Town Board to attend the NYSBOC Central Chapter Conference to obtain mandatory training/hours and for membership dues. The total fees for the conference and 2025 Active Membership are \$465.00.

Councilor Clarke made a motion seconded by Councilor Hood to approve the training for the Codes Officer and the membership fee.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens Carried

Fire Department propositions for the 2025 General Election: The Marcellus Fire Department proposed two ballot measures for the 2025 elections. The Fire Department would like to increase the amount of the Service Award Program and reduce the age from 65 years old to 55 years old. After some discussion and changing the verbiage the Town Board agreed on two propositions.

Proposition Number One:

“Shall the annual contribution of the Town of Marcellus for the Marcellus Volunteer Fire Department Length of Service Award Program (LOSAP) of seven hundred (\$700.00) dollars be increased by five hundred (\$500.00) dollars to the amount of one thousand two hundred (\$1,200.00) dollars, per qualifying member, annually?”

Proposition Number Two:

“Shall the age of maturity of the funds for the Marcellus Volunteer Fire Department Length of Service Award Program (LOSAP) be reduced from 65 years old to 55 years old?”

Councilor Berwald made a motion seconded by Councilor Clarke to approve Proposition 1 and Proposition 2 to go on the ballot for the 2025 general election and amend the existing contract with the Fire Department regarding the Service Awards Program subject to vote.

Ayes – Berwald, Clarke, Hoey, Hood and Stevens

Carried

Discussion Agenda:

Councilor Berwald announced the retirement of Phil Coccia as the Parks and Recreation Director after 50 years of service. The Town Board would like to thank him for his service and dedication to the park and Town of Marcellus.

Highway: Mike Ossit, Highway Superintendent, presented the Town Board with the Highway’s inventory list. The Town Board gave Mike permission to have CNY Locks replace the locks at the Highway Department.

Parks and Recreation: Don MacLachlan, Recreation Director, informed the Board and public that the ice-skating rink is now open at Marcellus Park. It is located across from the tennis courts and equipment is not provided.

Fire Department:

Dave Card presented the Town Board with the Fire Department financials. This topic will be placed on the February 5, 2025 agenda. The Fire Department will cover the administrative fees associated with the LOSAP Program, moving forward the contract with Pinnacle will be revised to reflect this.

Adjournment: Councilor Clarke made a motion seconded by Councilor Berwald to adjourn the Workshop Meeting at 7:10 pm.

Ayes –Berwald, Clarke, Hoey, Hood and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

TOWN OF MARCELLUS

LOCAL LAW NO. C-2024

A LOCAL LAW TO AMEND CHAPTER 235 OF THE CODE OF THE TOWN OF MARCELLUS REGARDING OUTDOOR CONCERTS

BE IT ENACTED by the Town Board of the Town of Marcellus as follows:

SECTION 1. PURPOSE AND INTENT.

The purpose of this Local Law is to amend Chapter 235 of the Code of the Town of Marcellus pertaining to the uses allowed within the Town's Zoning Districts and to specifically allow outdoor concerts subject to the receipt of a special permit for the same, such that the Town may allow outdoor concerts, but in a manner that preserves the health, safety and welfare of the Town.

SECTION 2. AUTHORITY.

This Local Law is enacted pursuant to the New York State Constitution and New York Municipal Home Rule Law §10 and New York State Town Law § 274-B.

SECTION 3. AMENDMENT OF SUBSECTION B OF SECTION 235-4 OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-4(B), "Definitions," is hereby amended to add a new term, "Outdoor Concert," which shall read in its entirety as follows:

"OUTDOOR CONCERT

Music event, open to the general public and/or for compensation, conducted outdoors and consisting of amplified music or music made with three or more instruments, including voices."

SECTION 4. AMENDMENT OF SUBSECTION B OF SECTION 235-12 OF THE CODE OF THE TOWN OF MARCELLUS.

Section 235-12(B) is hereby amended to add a new Paragraph "3," which shall read in its entirety as follows:

"(3) Outdoor concert(s), subject to special permit and the following conditions:

- (a) The lot must be ten acres or more in size;
- (b) The Zoning Board of Appeals, upon receipt of an application for a special use permit, shall among other things, be empowered to limit the number of events as said Board deems appropriate, as well as set time, place and/or manner

restrictions;

- (c) The applicant must notify the relevant Fire Departments, Police Agencies and any other agency or entity as identified by the Zoning Board of Appeals, of the application and shall provide to the Zoning Board of Appeals, in writing, documentation showing compliance with all requirements from those entities;
- (d) The applicant shall provide in writing, documentation showing adequate measures have been taken in connection with fire protection, crowd security, police protection, public safety, traffic regulation, parking, sanitary facilities, adequate water supply, garbage disposal, emergency evacuation plan, first aid and site cleanup;
- (e) If a person(s) or entity(ies) other than the property owner will be engaged in the sale and distribution of food and beverages, the name(s) and address(es) of such shall be submitted to the Zoning Board of Appeals, when determined, on an ongoing basis;
- (f) A medical services plan specifying the number and qualifications of first aid station personnel and other medical facilities to be available for emergency treatment of any person(s) that might require immediate medical or nursing attention shall be provided;
- (g) A public safety plan, including the precautions to be utilized for fire protection and a map specifying the location of fire lanes and water supply for fire control, accessibility of fire and emergency equipment, whether any private security guards or police will be engaged, and, if so, the number thereof and the duties to be performed by such persons, shall be provided;
- (h) No soot, cinders, smoke, noxious acids, fumes, gases or unusual odors shall be permitted to unreasonably emanate beyond the property line;
- (i) There shall be no fireworks, pyrotechnic displays or incendiary devices permitted;
- (j) The Zoning Board of Appeals shall, in its discretion, based upon the nature of the event(s), and the location and parcel size, as well as the Town of Marcellus Noise Ordinance, set the maximum decibel levels that shall be permitted, as well as the allowable hours of event(s) and event activities;
- (k) The applicant shall execute a written authorization permitting officials of the Town, County and State, or their designated agents, including fire personnel and police to enter the premises and conduct inspections before, during and after event(s);
- (l) The applicant shall provide satisfactory proof to the Zoning Board of Appeals that there will be removal of all structures erected for use during an event within 72 hours after conclusion of that event;
- (m) The applicant shall obtain adequate insurance to be reviewed and approved by the attorney for the Town. The applicant shall be required to name the Town as an additional insured for any approved use on a primary and non-contributory basis:
 - a. Such insurance shall be for a minimum of one million (\$1,000,000.00) for bodily injury or death and not less than one million dollars

- (\$1,000,000.00) for property damage;
- b. The Zoning Board of Appeals shall further have the authority to require insurance at greater levels upon determination that such minimum amounts are insufficient based upon the size and/or scope of the event(s);
 - c. Each year, the applicant shall submit to the Town proof of such ongoing insurance coverage;
 - d. Failure of the applicant to keep such policy in effect will result in automatic revocation of the permit;
- (n) With respect to an application for a special permit under this Section of the Town Code, said application shall be submitted to the Planning Board for an advisory site plan review prior to any decision by the Zoning Board of Appeals. The advisory review by the Planning Board shall address the site plan criteria pursuant to § 235-28 of the Town Code. The site plan shall include all the criteria set forth in § 235-28 of the Town Code, and shall specifically address:
- a. The layout of any parking area(s) for automobiles and other vehicles, and the means of ingress and egress to said parking area(s). Such parking area(s) shall provide one parking space for every four persons in attendance. The site plan shall also provide measures such as fencing or signage in the discretion of the Zoning Board of Appeals (with review by the Planning Board) to prevent access or trespass to neighboring properties;
 - b. The type, number, location, and providers of all toilets, washing facilities, water supply, food preparation, food service facilities, and solid waste collection locations in compliance with applicable Department of Health rules and/or regulations;
 - c. All structures to be built or utilized, whether temporary or permanent, must be detailed in the site plan and must comply with all applicable provisions of this Town Code and the State Uniform Code, as administered by the Town of Marcellus Code Enforcement Office; and
- (o) The Zoning Board of Appeals may, upon exercise of its reasonable discretion, waive some or all of the conditions set forth herein.”

SECTION 5. SEVERABILITY.

If the provisions of any Section, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this Local Law.

SECTION 6. EFFECTIVE DATE.

This Local Law shall be effective upon filing with the office of the Secretary of State.

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 _____, 2025, 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.

g. Ensure that the oil/grit separator located at the Firehouse is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

h. Ensure that the oil/grit separator located at the Town Highway Garage is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

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	5 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.) 80,000 gals. of sewage per year or part thereof over 80,000 gals	1 Unit and 1 Unit per

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 January 1st 2025 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 31st 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 _____ 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 _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ is the _____ 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 _____ vested.

Notary Public

EXHIBIT 1

Marcellus Sewer Line and Pump Addendum

This Agreement is made this ____ day of _____ 2025, 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 Marcellus Park Sewer System 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.

The Town shall ensure that the oil/grit separator located at the Firehouse is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

The Town shall ensure that the oil/grit separator located at the Town Highway Garage is professionally cleaned out biannually to the satisfaction of the Village. The frequency of such cleanings may be amended upon mutual written consent of the parties.

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 from the date of execution and continue until December 31st 2027.

TOWN OF MARCELLUS

By _____
Laurie Stevens, Town Supervisor

VILLAGE OF MARCELLUS

By _____
Chad Clark, 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 _____ 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 _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ is the _____ 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 _____ vested.

Notary Public



Town of Marcellus Parks and Recreation Department

22 East Main Street, Marcellus, NY 13108

phone: 315.673.3269 ext. 2 fax: 315.673.9132

email: park_rec@marcellusny.com

TO: Supervisor Stevens, Councilor Clarke, Councilor Berwald, Councilor Hood and Councilor Hoey

FROM: Don MacLachlan - Marcellus Parks and Recreation Director

RE: Budget Adjustment/Modification Request

DATE: January 29, 2025

I respectfully request a budget adjustment in the amount of \$30,000.00. Please transfer these funds to general ledger account 7110.2 from fund balance for the purchase of (1) tractor and (1) mower for the Parks Department.



CNY CARS & COFFEE

Donald & Paula Stillwell
3271 W. Seneca Turnpike
Syracuse, NY 13215
dpstillwell@yahoo.com
315-673-2908

January 17, 2025

To: Marcellus Town Board

Proposal: Saturday Morning Cars & Coffee Cruise In at Marcellus Park

Proprietors: Don & Paula Stillwell

We would like to continue the car cruise at Marcellus Park in the Creek Hollow parking lot on Saturday mornings between 8:30 and 10:30. During the cruise we again will be giving away door prizes and holding a 50/50 drawing. The proceeds from the 50/50 raffle will be donated to local charities.

Our continued vision is for this to be attended by between 30 and 50 vehicles, but there is a chance it could increase over time. Most attendees are older, retired owners with collectable vehicles.

We would like to start the cruise April 26th and end October 4th beginning in 2025. This is the same schedule as last year.

We appreciate your consideration in this matter. If you have any questions, you may reach us at 315-673-2908.

Sincerely,

Donald & Paula Stillwell

**2025 SPRING TRASH DAYS
TOWN AND VILLAGE OF MARCELLUS RESIDENTS**

DATES AND TIMES: Fridays and Saturdays

April 25 & 26 8:00 am - 12:00 pm
May 2 & 3 8:00 am - 12:00 pm

There will be a trash transfer station on the Town property, across from the Town Highway Garage on the East side of Lee Mulroy Road. A user fee will be charged to offset the cost of this service. Permits may be purchased at the Town Clerk's Office, 22 East Main Street, Marcellus, New York during regular office hours, Monday – Friday 8:30 am – 4:00 pm.

PERMITS ARE REQUIRED TO USE THIS SERVICE.

Permit Fees:

Passenger Vehicle	\$15.00 - one load only
Passenger Vehicle	\$25.00 - up to six loads
Pickup Truck or Commercial Van	\$40.00 - up to four loads
Trailers	\$50.00 - up to four loads
Large Vehicle	\$55.00 - up to two loads
Mattress Fee	\$25.00 - per mattress
Tires: Tires up to 19.5" rim diameter only:	\$7.00 Each
Freon Removal:	\$15.00 per unit: Refrigerators, Dehumidifiers, Air Conditioners

**Electronics Dropoff
Spring Trash Days Only**

Lee Mulroy Trash site
No charge for this service

Community Shred Day -ONE DAY ONLY

April 26, 2025, at the Lee Mulroy Trash site
8:00 am - 12:00 pm
Limit: 5 boxes per car
No charge for this service

ITEMS NOT ACCEPTED

No garbage (food waste) or OCRRA recyclables	No liquids – including paint or hazardous waste
No oil tanks or fuel tanks	No contractor's debris (home projects only)

ALL ITEMS MUST BE SECURED AND COVERED WHEN TRANSPORTING TO TOWN TRANSFER STATION.

Please no children under 10 years of age allowed out of the vehicles for their Safety.
Please unload and leave as quickly as possible.

Trash information – Highway Garage – 673-3127
Permit Information – Town Office – 673-3269 Ext. 0

THANK YOU FOR YOUR COOPERATION TO HELP KEEP OUR COMMUNITY CLEAN.

Marcellus Volunteer Fire Department, Inc.
 Financial Statement Expenses
 For the Period January 1, 2024 thru December 31, 2024

RECEIVED

JAN 22 2025

Town of Marcellus

Number in parenthesis indicates UNDER budget, number without parenthesis indicates OVER budget.

Acct #	Acct Name	Amount	Budget	Difference
Admin				
5000	Computer	22,788.00	14,000.00	8,788.00
5001	Insurance	19,180.00	26,000.00	(6,820.00)
5002	Legal & Accounting	16,546.00	15,000.00	1,546.00
5003	Office Supplies	1,842.00	3,000.00	(1,158.00)
	XXX Phone (combined with 6001 Utilities)			-
	XXX Printer Eqmnt (combined with 5000 Computer)			-
5007	Travel		1,000.00	(1,000.00)
5004	Postage	73.00	1,000.00	(927.00)
5005	Admin Miscellaneous	-	15,000.00	(15,000.00)
5008	Chief's Car	12,000.00	12,000.00	-
5006	Outside Services	750.00	5,115.00	(4,365.00)
	Group Total	73,179.00	92,115.00	(18,936.00)
Building				
6000	Cleaning	8,243.00	8,500.00	(257.00)
6001	Utilities & Telephone check for credit	31,682.00	29,500.00	2,182.00
6002	Building Repairs & Maintenance	27,412.00	30,000.00	(2,588.00)
6003	Building Supplies	1,176.00	2,000.00	(824.00)
	Group Total	68,513.00	70,000.00	(1,487.00)
Operations				
7000	Turn Out Gear	23,795.00	27,000.00	(3,205.00)
7001	Communications Equipment	37,917.00	20,500.00	17,417.00
7002	Fire Truck Supplies/Loose Eqmnt	8,291.00	7,000.00	1,291.00
7003	Truck & Vehicle Repairs & Maintenance	49,989.00	36,000.00	13,989.00
7004	Small Equipment Maintenance	3,951.00	5,000.00	(1,049.00)
7005	SCBA	12,700.00	14,500.00	(1,800.00)
7006	Fire & EMS Training	3,844.00	6,000.00	(2,156.00)
7007	Fire Protection	820.00	3,000.00	(2,180.00)
7008	Membership Recognition	902.00	2,500.00	(1,598.00)
7009	Physicals/Fit Test	1,565.00	4,500.00	(2,935.00)
7010	Fuel	4,476.00	6,000.00	(1,524.00)
7011	Response Supplies	2,424.00	2,000.00	424.00
7012	EMS Supplies	-	4,000.00	(4,000.00)
7013	Dress Uniforms	3,799.00	2,000.00	1,799.00
	Group Total	154,473.00	140,000.00	14,473.00
	Grand Total	296,165.00	302,115.00	(5,950.00)

Marcellus Volunteer Fire Department, Inc.
Expense by Payee
for the period of 12/01/2024 to 12/31/2024

Name	Amount
Aplos Software	\$99.00
Ascenzi & Corbis (Quickbooks)	\$100.00
F. J. Pompo & Company, PC	\$7,500.00
Fire Department Computerized Management Solutions, LLC	\$309.00
Har-Rob Fire Apparatus	\$9,129.50
Jan-Pro	\$618.00
Jeromes	\$265.50
Joel McNally	\$76.12
MDI Truck	\$2,077.65
Morgan Rubbish Removal, Inc.	\$136.51
Municipal Emergency services	\$2,526.40
Nightingale Mills, Inc.	\$67.99
NYSMEC	\$4,677.48
OCWA	\$83.36
Onondaga County Dept of Transportation	\$1,011.85
Sanico	\$461.63
Spectrum Enterprise	\$316.76
Syracuse Blue Print Company	\$85.00
Total	\$29,541.75

RECEIVED

JAN 22 2025

Town of Marcellus

MARCELLUS VOLUNTEER FIRE DEPARTMENT, INC.

4242 Slate Hill Road – Marcellus, NY 13108

P: (315) 673-1818 – F: (315) 673-1996

Est. September 10, 1884

David R. Card – President Patrick S. Rothery – Chief of Department

\$16,516.59 was left in contract checking account at end of the 2024 budget year.

This money was distributed as follows:

\$2,588 to Building Reserve, new balance is \$36,195

\$3,928.59 to Truck Reserve, new balance is \$340,420

\$10,000 to Capital Reserve, new balance is \$10,000

This statement current as of January 22, 2025

RECEIVED

JAN 22 2025

Town of Marcellus

MUSTANG CRYSTAL BALL CRUISE AND AFTER PARTY

January 14, 2025

Dear Friend,

After re-establishing the Crystal Ball Cruise and After Party post Covid, the event committee is continuing to redefine and improve the event, starting with a name change from Marcellus Crystal Ball Cruise to Mustang Crystal Ball Cruise and After Party. This change will help distinguish fundraising efforts and avoid confusion with the School District itself and the fundraising of this year's Senior Class of Marcellus High School. Although the name has changed a bit, we are still the same organization and are looking for your continued support.

The After-the-Ball Party, which is organized by the Mustang Crystal Ball Cruise and After Party Committee, is made up of parents of current students and past students, is a drug free and alcohol free alternative for students on their Ball Night. This year, the Ball is on May 17, 2025. It has become an annual event, with almost 85% attendance for the 5 years before Covid. One of our goals for 2025 is to reach 100%. However, our most important goal remains to support the children in our district and the children in surrounding districts that our Seniors invite as guests to the Ball in their determination to have a great time, all night long, without alcohol or drugs.

Contributions from individuals, businesses, corporations, community groups, and parents are the reasons for the success of this annual event and help to make the party so successful. We are asking that you consider making a contribution to this worthy cause, helping us to convince the Class of 2025 that the community at large is supporting our efforts. We would like to determine the extent of the fundraising by April 15, 2025 and would appreciate your timely response.

Contributions may be sent to the address below. Checks may still be made out to Marcellus After the Ball Party.

Thank you for your support.

Sincerely,



Gerri A. Stearns
Grants Committee Chairperson

Please mail contributions to:
Gerri Stearns, Mustang CBC Chair
% Marcellus Senior High School
1 Mustang Hill
Marcellus, NY 13108

SIEMENS

PROPOSAL

Town of Marcellus Fire Alarm Monitoring w/ Annual T&I Ren FY25

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

TOWN OF MARCELLUS

DELIVERED ON

January 28, 2025

STATE & LOCAL GOVERNMENT

Transforming the Everyday



Contact Information

Opportunity #	006Mz00000HsZjIIAF
Proposal #:	9446699
Date:	January 28, 2025
NYS License #	12000295660

Sales Executive:	Steve Martini
	50 Orville Drive
	Bohemia, NY 11716-2548
Branch Address:	Main: (631) 218-1000 Fax: (631) 218-1009
	Licensed by the N.Y.S. Department of State, License No. 12000295660
Telephone:	(315) 243-9698
Email Address:	steve.martini@siemens.com
Customer Contact:	Laurie Stevens
Customer:	TOWN OF MARCELLUS
Address:	22 E MAIN ST
	MARCELLUS NY 13108-1206
Services shall be provided at:	TOWN OF MARCELLUS
	22 E MAIN ST MARCELLUS NY 13108-1206

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for TOWN OF MARCELLUS, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

- Alarm Management Services - Fire
- Fire Alarm System – Annual Test & Inspection
- Fire Alarm System - Repair & Replacement Services

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Manage System Operation & Compliance

Fire Alarm System – Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Equipment Related Services, unless otherwise noted. Items not covered will be brought to the owner's attention.

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the Equipment Related Services table of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the fire alarm system
- Inspect the fire alarm control panel as well as remote panels, if any
 - Check voltage readings, amperage, and battery capacity
 - Check wire terminals for loose connections on batteries
 - Check fuses, LEDs, and lamps
- Test and Inspect initiating devices
 - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays
- Test and Inspect condition and operability of smoke detectors, heat detectors, duct detectors, manual pull stations, monitor module and other initiating devices found in the Equipment Related Services table of this Agreement
- Test central station communication of alarms, if monitored
- Inspect and activate outputs that trigger interconnected equipment and systems (Elevator, Smoke

- Control, Automation, Security, HVAC, etc.)
- Confirm all fire alarm initiating devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Exclusions:

- Functional testing of water-based fire protection systems, clean agent systems, and dry/wet chemical systems

Optimize Performance & Productivity

Alarm Management Services – Fire

Siemens will coordinate and administer off-site monitoring of your fire alarm and life safety system via Siemens or a third-party UL Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered in writing by the Authority Having Jurisdiction. Daily system tests are standard in fire monitoring to ensure the communication path is operational. All low priority signals to be sent via text/email.

Emergency Response Times – Fire

Emergency Online/Phone Response

Standard

Monday through Friday, between 8am and 5pm, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond by the next business day, between 8am and 5pm, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Standard

Monday through Friday, between 8am and 5pm, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within the next business day, Monday through Friday, during the hours of 8:00 AM – 5:00 PM for emergency conditions, as determined by your staff and Siemens. Response on Holidays is excluded from this coverage. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	Mon-Fri, 8:00 AM - 5:00 PM
Response Times (Phone/Online)	Next Business Day
Response Times (Onsite/Emergency)	Next Business Day
Remote Services	Yes
Third Party Systems	No
Monitoring	Yes
Additional Labor Discount	0.0%
Additional Material Discount	0.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.

Equipment Related Services

Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Fire Alarm Control Panel	Fire Alarm System – Annual Test & Inspection	1	1	1	Onsite	N/A
Digital Dialer	Fire Alarm System – Annual Test & Inspection	1	1	1	Onsite	Material and Labor
	Fire Alarm System - Repair & Replacement Services	1	1	1		Material and Labor
Monitor Module Input Point	Fire Alarm System – Annual Test & Inspection	1	1	1	Onsite	Material and Labor
	Fire Alarm System - Repair & Replacement Services	1	1	1		Material and Labor
Addressable Pull Station	Fire Alarm System – Annual Test & Inspection	10	1	1	Onsite	Material and Labor
	Fire Alarm System - Repair & Replacement Services	10	1	1		Material and Labor
Addressable Duct Detector	Fire Alarm System – Annual Test & Inspection	2	1	1	Onsite	Material and Labor
	Fire Alarm System - Repair & Replacement Services	2	1	1		Material and Labor
Addressable Smoke Detector	Fire Alarm System – Annual Test & Inspection	2	1	1	Onsite	Material and Labor

Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Fire Alarm System - Repair & Replacement Services	2	1	1		Material and Labor
Speakers or Horns with Strobes	Fire Alarm System – Annual Test & Inspection	3	1	1	Onsite	
	Fire Alarm System - Repair & Replacement Services	3	1	1		Material and Labor
Strobe	Fire Alarm System – Annual Test & Inspection	19	1	1	Onsite	
	Fire Alarm System - Repair & Replacement Services	19	1	1		Material and Labor

General Services

Fire

Service Description	Qty	Frequency	Year
Alarm Management Services - Fire	1	12	1

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Steve Martini manages the overall strategic service plan based upon your current and future service requirements.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Brenda Hazelmyer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ron Clouthier is responsible for managing the delivery of your entire support program and service requirements.

Joseph DiFabio is responsible for performing the ongoing service of your system.

Katie Jones is responsible for scheduling your planned maintenance visits and handling your emergency situations by taking the appropriate action.

John Stassi who will be familiarized with your building systems to provide in-depth backup coverage.

Rosemary Beshures is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download

[Monitoring](#)

(www.siemens.com/monitoring-addendum)

[Fire Life Safety](#)

(www.siemens.com/fls-addendum)

[Exclusions and Clarifications](#)

(www.siemens.com/clarification-addendum)

Agreement Terms for Investments

Services shall be provided at:

22 E MAIN ST
MARCELLUS, NY 13108-1206

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning March 1, 2025. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Mar 1, 2025 - Feb 28, 2026	Annually (In Advance)	\$2,231.64
Investment Total - NYS Contract PT68860 plus any and all taxes and fees			\$2,231.64

Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal is firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Mar 1, 2025 - Feb 28, 2026	Annually (In Advance)	\$2,231.64

Proposed by:

Siemens Industry, Inc.

Company

Steve Martini

Name

9446699

Proposal #

\$2,231.64

Proposal Amount

January 28, 2025

Date

Accepted by:

TOWN OF MARCELLUS

Company

Name (Printed)

Signature

Title

Date

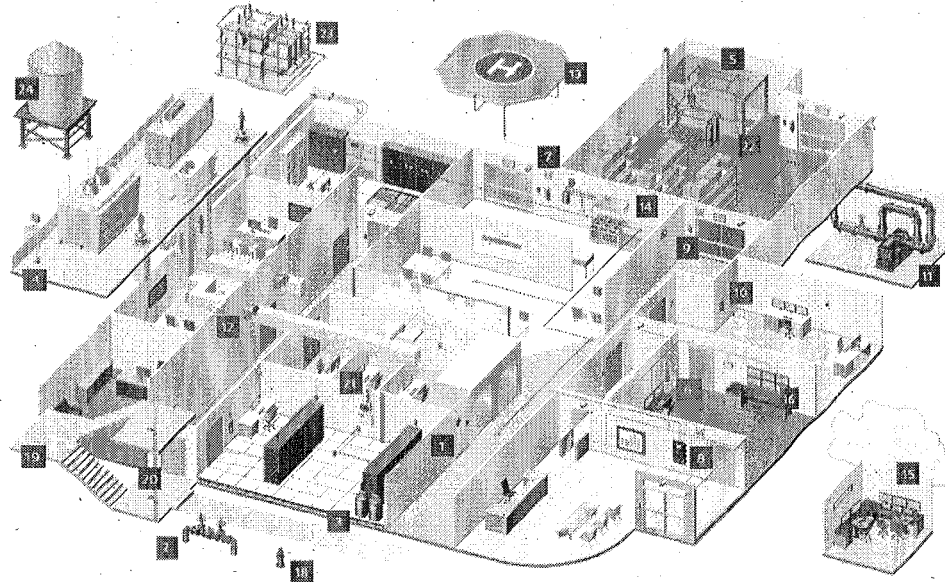
Purchase Order # PO for billing/pmnt only PO not required

Fire & Life Safety

Protection matters

Siemens comprehensive Fire & Life Safety Services provide the support you need to protect your people, property, and business continuity.

SIEMENS



With more than 100 field offices staffed with 3,100 service employees, we provide the support you need when you need it.



Siemens NICET-certified technicians are trained on complete systems from most major manufacturers.



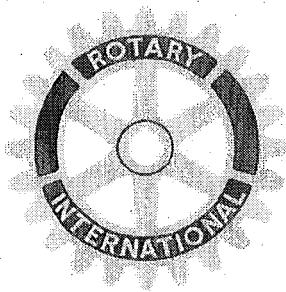
Siemens operates a fully redundant US-based, UL-listed National Service Operations Center for 24/7/365 alarm, fire, and systems monitoring.

Comprehensive Fire & Life Safety Services

- | | | | | |
|--|----------------------------------|----------------------------------|--|---------------------------------|
| 1. Area of Refuge | 6. Emergency Communication - MNS | 11. Fire Pumps | 16. Network Management Station (Design CC) | 21. VESDA |
| 2. Backflow Preventers | 7. Exit / Emergency Lights | 12. Fire / Smoke Barriers | 17. Nurse Call (not pictured) | 22. Water-Based Fire Sprinklers |
| 3. Clean Agent Suppression | 8. Fire Alarm Systems | 13. Foam-Water Sprinkler Systems | 18. Private Fire Service Mains (Hydrants) | 23. Water Spray / Mist Systems |
| 4. Distributed Antenna Systems | 9. Fire Doors | 14. Kitchen Hood Suppression | 19. Smoke Control / Stairwell Pressurization | 24. Water Storage Tanks |
| 5. Dry Chemical Industrial Suppression | 10. Fire Extinguishers | 15. Monitoring | 20. Standpipe and Hose Systems | |

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usa.siemens.com/totalfire



MARCELLUS OLDE HOME DAYS

JUNE 6-8, 2025

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

January 31, 2025

Ms. Rosemary Tozzi
Marcellus Town Clerk
22 East Main Street
Marcellus, NY 13108

Dear Ms. Tozzi,

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 6-8, 2025.

We are requesting that upper Marcellus Park, including the baseball diamond, be reserved from Monday, June 2nd through Monday, June 9th 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 6th through Sunday, June 8th for the Olde Home Days Celebration.

Please consider this as a formal request for use of this property during the 2025 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 clerk@villageofmarcellusny.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Charnley Abbott".

Charnley Abbott, Chair
Marcellus Olde Home Days Committee

Codes Report

Feb 5, 2025

To whom it may Concern,

All pest of Syracuse has been handling the rat infestation at Patty Bishops property located 4457 Dublin Rd Marcellus, NY 13108. After several visits and a long process, we are happy to report that as of 1/18/25 @ 1:33 pm the rat infestation is gone. On 1/18/25 we handed keys back over to the property owner (Patty Bishop). We inspected the entire property including the crawl space and attic. Upon inspection there were no signs of rats on the property. We sealed up any entry points that we could, and this property is good to go.

Thank you

Kelly

Account#	Account Description	Fee Description	Qty	Local Share
A2544			1	0.00
	Dog Licensing	Female, Spayed	20	176.00
		Female, Unspayed	2	34.00
		Male, Neutered	14	126.00
		Male, Unneutered	1	17.00
		Replacement Tags	1	2.00
		Sub-Total:		\$355.00
A2545	Misc. Fees	Certified Copies - Marriage	2	20.00
		Returned Check Fee	1	20.00
	Passport	Passport	12	420.00
		Sub-Total:		\$460.00
A2590	Conservation	Conservation	2	1.66
		Sub-Total:		\$1.66
B2110	Building	Building	4	363.00
		Sub-Total:		\$363.00
		Total Local Shares Remitted:		\$1,179.66
	Amount paid to: NYS Ag. & Markets for spay/neuter program			43.00
	Amount paid to: NYS Environmental Conservation			28.34
Total State, County & Local Revenues:		\$1,251.00	Total Non-Local Revenues:	\$71.34