

MARCELLUS TOWN BOARD AGENDA

January 12, 2015

CALL TO ORDER

SALUTE TO FLAG

- I. Accept Town Clerk's minutes of previous meeting(s) and Supervisor's Workshop Minutes
2. Approve monthly activity
3. OCM BOCES Contract
4. ASCAP Contract
5. TDK Contract
6. Marcellus Veterinary Hospital
7. OCRRA Agreement
8. Approval of Court Clerk Books
9. Approval of Town Clerk Books *
10. Approval of Tax Collector Books *
11. Approval of Recreation Department Financial Report
12. Review Status of Financial Report
13. Meeting Schedule for 2015
14. Undertaking

Discussion Agenda

- A. Supervisor's Update
- B. Items from the Board
- C. Items from the Floor

Adjournment

NOTE: This is a tentative agenda and is subject to change.

Future Meeting Dates:

Town Board Meeting – Thursday – January 22, 2015 – Town Hall – 7:00 pm

Planning/Zoning Board Meeting – Monday – February 2, 2015 – Town Hall – 7:00 pm

Town Board Meeting – Monday – February 9, 2015 – Town Hall – 7:00 pm

Books are available at Town Clerks Office during normal business hours

**TOWN OF MARCELLUS
TOWN BOARD MEETING MINUTES**

December 8, 2014

A Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Monday, December 8, 2014 at 7:00 pm in the Town Hall, 24 East Main Street, Marcellus, New York. Those present were:

Mary Jo Paul, Supervisor
Kevin F. O'Hara, Councilor
John Scanlon, Councilor
Karen Pollard, Councilor
Laurie Stevens, Councilor

Also present: Susan Dennis, Deputy Town Clerk; Jim Gascon, Town Attorney; Don MacLachlan, Highway Superintendent; Phil Coccia, Recreation Director; John Houser, Code Officer; 12 Town Residents and Sandy Taylor, Town Clerk.

Supervisor Paul opened the meeting at 7 P.M. with the Pledge of Allegiance to the Flag.

A motion was made by Councilor Scanlon and seconded by Councilor Pollard to amend the agenda by adding the following: \$50,000 grant from Senator DeFrancisco's Office and the holiday party.

Ayes – Scanlon, O'Hara, Stevens, Pollard and Paul

Carried.

Accept the Town Clerk's minutes of the previous meetings: Councilor Stevens made a motion seconded by Councilor Stevens to accept the Town Board Meeting Minutes from Nov. 6, 2014 and the Workshop Meeting Minutes from Nov. 20, 2014.

Ayes – Scanlon, O'Hara, Stevens, Pollard and Paul

Carried.

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk, Abstract #12 as of December 4, 2014, Claim #'s 141348-141376, 141378-131395.

	<u>Expenses</u>
General Fund	\$12,646.84
General Fund – Part Town	638.61
Highway – Town Wide	1,905.00
Highway – Part Town	3,791.41
Sewer District	25,732.50
Water District	1,899.76
Trust and Agency	<u>89.75</u>
Total	\$46,703.87

Board Members were given copies of the Activity Report as of December 3, 2014.

	<u>Total Revenue</u>	<u>Total Expense</u>
General Fund	\$811,609.74	\$1,208,767.87
General Fund – Part Town	125,601.60	79,401.82

Highway – Town Wide	440,934.92	285,613.64
Highway – Part Town	293,888.60	289,568.96
Fire District	611,093.14	449,628.00
Hydrant Fund	1,945.00	2,160.14
Ambulance Fund	277,271.00	276,891.00
Sewer District	126,800.00	126,737.43
Water District	205,767.00	198,578.03

Councilor Scanlon made a motion seconded by Councilor Stevens to approve and pay the bills, approve the monthly activity report as of December 3, 2014.
 Ayes – Paul, Scanlon, O’Hara, Stevens and Pollard. Carried.

Sage Meadows Resolution:

**RESOLUTION - TOWN BOARD
TOWN OF MARCELLUS**

The following resolution was offered by Councilor Pollard, who moved its adoption, seconded by Councilor O’Hara, to wit:

WHEREAS, the Town of Marcellus Planning Board approved the Sage Meadows Subdivision;
and

WHEREAS, the approved Subdivision plan calls for the installation of a sidewalk adjacent to Sage Meadows Drive; and

WHEREAS, the builder and subdivision applicant agreed to install the sidewalk and has in fact installed the first layer of gravel for said sidewalk; and

WHEREAS, the Town has received a petition signed by twenty (20) current residents of the neighborhood indicating they do not desire to have the sidewalk installed; and

WHEREAS, the Town has conducted several public hearings wherein members of the Planning Board and members of the public have spoken in favor of and against the completion of the sidewalk; and

WHEREAS, the Town to this point has not yet formed the sidewalk district necessary for legal implementation of said sidewalk; and

WHEREAS, the Planning Board did require and the builder did install proper grading of each parcel adjoining the roadway to accommodate a future sidewalk installation on both sides of Sage Meadows Drive; and

WHEREAS, the road has been constructed 26 feet in width thereby permitting, at minimum, four feet for pedestrian traffic on the roadway; and

WHEREAS, the Board has also received testimony from Sage Meadows residents who indicate pedestrian travel on the roadway is not currently hazardous; and

WHEREAS, the potential exists for the future formation of a sidewalk district should traffic increase on the roadway or should future need otherwise arise, and

NOW, THEREFORE, it is

RESOLVED, that the Town Board of the Town of Marcellus Onondaga County State of New York, does hereby decide that the Town will not, at this time, form the sidewalk district within the Sage Meadows Subdivision provided the builder "Pigliavento Builders" agrees to grade and seed over the existing path and the area disturbed; and it is further

RESOLVED, the future formation of the sidewalk district and installation of sidewalks within the Sage Meadows development is not precluded by this resolution or by any action or inaction by the Town and said sidewalk district and sidewalks may be formed as required by future action of this Board.

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

John Scanlon	Councilor	Voted	No
Laurie Stevens	Councilor	Voted	Yes
Kevin O'Hara	Councilor	Voted	Yes
Karen Pollard	Councilor	Voted	Yes
Mary Jo Paul	Supervisor	Voted	No

The foregoing resolution was thereupon declared duly adopted.

DATED: December 8, 2014

Time Warner Cable: Jim Gascon, Town Attorney, has not heard back from Time Warner so this will be tabled until 12/18/2014.

Banking: Councilor Stevens made a motion seconded by Councilor Scanlon to move the Town's banking accounts (everything but the Court and Tax Collector) from Key Bank to Solvay Bank starting January 1, 2015. This is due to the fact of the constant service charges that the Town ends up paying.
Ayes – Paul, Scanlon, O'Hara, Stevens and Pollard. Carried.

Discussion on Various Committees: Councilor Scanlon made a motion seconded by Councilor Pollard to combine the Environmental and Farmland Committees. Phil Coccia, Recreation Director, said to leave the Recreation Advisory Committee and not fill in vacancies as they come up; the Friends of the Park are handling Park issues. The Town Clerk will contact the members that are up for reappointment to see if they would like to be reappointed.
Ayes – Paul, Scanlon, O'Hara, Stevens and Pollard. Carried.

Reappointment for Assessment Board of Review: Councilor O'Hara made a motion Seconded by Councilor Scanlon to approve James LaRose, Jr. to the Assessment Board of Review for a 5-year term.

Ayes – Paul, Scanlon, O'Hara, Stevens and Pollard.

Carried.

Set Date for Organizational Meeting: Councilor Scanlon made a motion seconded by Councilor Pollard to set the Organizational Meeting for Friday, January 2, 2015 at 5:00 pm at the Town Hall.

Ayes – Paul, Scanlon, O'Hara, Stevens and Pollard.

Carried.

Cemetery Fence: Supervisor Paul stated that while the cemetery fence was down the Highway Crew did a wonderful job of sandblasting it. Don MacLachlan, Highway Superintendent, stated that they can do little projects like that between plowing. Councilor Pollard asked if they could get the gates to the cemetery (facing North Street) to open.

Salary Adjustment: Supervisor Paul stated that it came to her attention that an employee has been overpaid this past year about \$88.00 per month. The employee was overpaid due to a process that is no longer being used.

Bi-Weekly Payroll: Supervisor Paul made a motion seconded by Councilor Scanlon to change that all employees are paid bi-weekly. At this time, the Highway and Park Departments are paid bi-weekly, and the Town Hall employees are paid monthly. After some discussion, this issue was tabled.

\$50,000 Grant: Supervisor Paul received a phone call from Senator DeFrancisco's Office stating that we can apply for another \$50,000 grant for Capital Improvements (Buildings/roads). We have to apply before the end of this year. Supervisor Paul would like to have more than one project to submit. The following are some ideas so far:

1. Work on the cemetery –stone work by the flagpole, headstones and painting of fence.
2. Bathrooms at the Park – make them more handicapped accessible.
3. Stormwater Drains in Marcellus Knolls
4. Signage review and update
5. Bridge on Brewer Road

Supervisor Paul asked that if the Board Members can think of anything else, to please speak up. This will be discussed more at the December 18, 2014 meeting.

Holiday Party: Councilor Scanlon made a motion seconded by Councilor O'Hara that The Holiday Party on Wednesday, December 17, 2014, start at 2:00 not 3:00 so that employees may stop by before they head home for the day.

Ayes – Paul, Scanlon, O'Hara, Stevens, Pollard.

Carried.

Items from the Board: Jim Gascon, Town Attorney, has been in contact with Aramak regarding the contract that is due to expire in 2015. He would like to Boards approval to draft a letter modifying the contract removing the uniforms from it. This will be put on the December 18, 2014 agenda.

Supervisor Paul will draft a letter to Matt Kehoe thanking him for the donation of the Christmas tree to the Town.

Councilor Scanlon stated that there was a good turnout for the tree-lighting ceremony and that the Girl Scouts should be recognized for their singing at the lighting of the tree.

Councilor Scanlon made a motion seconded by Councilor Stevens to adjourn the Marcellus Town Board meeting at 9:10 P.M.

Ayes – Paul, Scanlon, O’Hara, Stevens and Pollard.

Carried.

Respectfully submitted,

Sandy Taylor, Town Clerk

TOWN OF MARCELLUS
TOWN BOARD WORKSHOP MEETING MINUTES

Thursday, December 18, 2014

A Workshop Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Thursday, December 18, 2014 in the Town Hall, 24 East Main Street, Marcellus, New York. Those present were:

Mary Jo Paul, Supervisor
Kevin F. O'Hara, Councilor - arrived at 7:10
John Scanlon, Councilor
Karen Pollard, Councilor
Laurie Stevens, Councilor

Also present: Jim Gascon, Town Attorney; Don MacLachlan, Highway Superintendent; Phil Coccia, Recreation Director; 3 Town Residents and Sandy Taylor Town Clerk.

Supervisor Paul opened the meeting at 7 P.M. with the Pledge of Allegiance to the Flag.

A motion was made by Councilor Stevens and seconded by Councilor Scanlon to amend the agenda by tabling the Time Warner Cable Agreement, and add the MAVES Financial Report.

Ayes – Pollard, O'Hara, Scanlon, Stevens and Paul Carried

Public Hearing: Dog Law:

Supervisor Paul asked if anyone had anything to say for or against the Dog Law. Mr. Southern asked about the length of leashes, being that most people now use the retractable leashes that go more than 6 feet. No one else had anything to say for or against the Local Law regarding the dogs so Supervisor Paul closed the public hearing at 7:25 PM.

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk, Abstract #12 B as of December 18, 2014 Claims # 141396 – 141409, 141418 -141420, 141422-141431, 141433 – 141445, 141447 – 141453.

	<u>Expenses</u>
General Fund	\$23,803.58
Highway – Town Wide	71,787.53
Highway – Part Town	2,614.60
Fire District	19,600.00
Water District	78.50
Trust & Agency	<u>5,711.51</u>
Total	\$123, 595.72

Councilor Stevens made a motion seconded by Councilor Scanlon to approve and pay the bills.

Ayes – Pollard, O’Hara, Scanlon, Stevens and Paul

Carried

Councilor O’Hara made a motion seconded by Councilor Pollard to make the following Fund transfers:

Youth Recreation Contractual 7310.4 to Recreation Salaries 7310.1 - \$5,000.00

Park Salary 7110.1 to Park Contractual 7110.4 - \$7,000.00

Ayes – Pollard, O’Hara, Scanlon, Stevens and Paul

Carried

Aramark: Jim Gascon, Town Attorney, looked over the Aramark contracts. He will be writing a letter to terminate the contact prior to the 60-day required notice.

Time Warner Cable: Jim Gascon, Town Attorney, has not heard from Time Warner Cable yet regarding the Franchise Agreement. This is tabled until Jan.

Pass Dog Law: Councilor Stevens made a motion seconded by Councilor O’Hara to adopt Local Law No. 3 – 2014 amending the Local Law No 1 of the year 1978, amending Local Law No 2 of the year 2007 and imposing restrictions on the keeping and running of dogs within specified areas of the Town of Marcellus, with the following Amendment. Under Section 5a, “not longer than six (6) feet in length” will be omitted from that section.

Ayes – Pollard, O’Hara, Scanlon, Stevens and Paul

Carried

Proposed Local Law No. 3, of the year 2014, A Local law Amending Local Law No. 1, of the year 1978, amending Local Law No. 2 of the year 2007, and imposing restrictions on the keeping and running of dogs within specified areas of the Town of Marcellus.

Section 1. Purpose

The Town Board of the Town of Marcellus finds that the running at large and other uncontrolled behavior of licensed and unlicensed dogs has caused damage to property and created nuisances within the Town of Marcellus. The purpose of this Local Law is to protect the health, safety and well-being of persons and property by imposing restrictions on the keeping and running of dogs within the Town of Marcellus.

Section 2. Authority

This Local law is enacted pursuant to the provisions of section 122 of article 7 of the Agriculture and Markets Law of the State of New York.

Section 3. Title

The title of this law shall be, “The Dog Control Law of the Town of Marcellus” as amended.

Section 4. Definition of Terms

As used in this local law, the following words shall have the following respective meanings:

a. Agriculture and Markets Law. The Agriculture and Markets Law of the State of New York in effect as of the effective date of this local law as amended and as amended thereafter.

b. Confined. That such dog is securely confined or restrained and kept on the Owner's premises, whether within a building, kennel or other suitable enclosure or securely fastened on a chain, wire or other effective tether of such length and so arranged that the animal cannot reach or endanger any person or any adjacent premises or on any public street, way or place, or, if the animal is being transported by the owner, that it is securely confined in a crate, or other container, or so restrained in a vehicle that it cannot be expected to escape.

c. Dog. Dog shall mean male and female, licensed and unlicensed, members of the species *Canis familiaris*.

d. Dog Control Officer. Any person authorized by the Town Board of the Town of Marcellus from time to time to enforce the provisions of this local law or the provisions of the Agriculture and Markets Law.

e. Owner. The party purchasing the license, unless the dog is or has been lost, And such loss reported to the dog warden and reasonable search has been made. If an animal is not licensed, the term of "owner" shall designate and cover any person or persons, firm, association or corporation, who or which at any time owns or has custody or control of , harbors, or is otherwise responsible for any animal which is kept, brought or comes within the Town of Marcellus. Any person owning or harboring a dog for a period of one (1) week prior to the filing of any complaint charging a violation of this local law shall be held and deemed to be the owner of such dog for the purpose of the local law. In the event any dog found to be in violation of this chapter shall be owned by a minor, the head of the household in which said minor resides shall be deemed to have custody and control of said dog, shall be deemed the "owner" of said dog, and shall be responsible for any acts of the said dog and any violations of this local law.

f. Recreational Areas. Recreational areas shall mean any real property owned by the Town of Marcellus, which is used for recreational purposes by the public including, but not limited to, parks or playgrounds.

g. Run at large. Run at large shall mean to be in a public place or on private lands without the knowledge, consent and approval of the owner of such lands.

h. Harbor. To provide food or shelter to any dog.

Section 5. Leash Law

It shall be unlawful for any owner of any dog in the Town of Marcellus to permit or allow such dog, within the area of the Town of Marcellus known as Marcellus Knolls comprising of Antoinette Drive, Aqua Drive, Candlewick Lane, Cranapple Drive, Goldrush Drive and Roman Avenue; the area of the Town of Marcellus known as the Browsing Lane-Deer Path area, being all parcels that adjoin Browsing Lane, Deer Path and Deer Path Circle; the area of the Town constituting the grounds of the Marcellus Elementary School, Middle School and High School; and the recreational area of the Town of Marcellus, known as the Marcellus Park to:

a. Run at large unless the dog is restrained by a leash, cord or chain, and attached to a fixed immovable object or held by a person of size, strength and ability to effectively control the movements of such dog.

Establishment of the fact or facts that a dog has committed any of the acts prohibited by section 5 of this local law shall be presumptive evidence against the owner or harborer of such dog that he/she has failed to properly confine, leash or control his/her dog.

Section 6. Nuisance Law

It shall be unlawful for any owner of any dog in the Town of Marcellus to permit or allow such dog, within the Town of Marcellus to:

a. Engage in habitual loud howling, barking, crying or whining or conduct itself in such a manner so as to unreasonably and habitually disturb the comfort or repose of any person other than the owner of such dog.

b. Uproot, dig or otherwise damage any vegetables, lawns, flowers, garden beds, or other property not belonging to the owner of such dog.

c. Chase, jump upon or otherwise harass any person in such a manner as to reasonably cause intimidation or fear or to put such person in reasonable apprehension of bodily harm or injury.

Section 7. Enforcement

This local law shall be enforced by any dog control officer or peace officer when acting pursuant to his/her special duties.

Section 8. Seizures, Impoundment, Redemption and Adoption

a. Any dog found in violation of the provisions of sections 5 or 6 of this local law may be seized pursuant to the provisions of section 117 of Article 7 of the Agriculture and Markets Law. Said provision of the Agriculture and Markets Law shall govern the seizure, redemption, impoundment, fees and adoption of dogs as more fully set forth therein.

b. Every dog seized shall be properly cared for, sheltered, fed and watered for the redemption periods set forth in section 117 of the Agriculture and Markets Law.

c. Seized dogs may be redeemed by producing proof of licensing and identification pursuant to the provisions of article 7 of the Agriculture and Markets Law and by paying the impoundment fees set forth in section 117 of said article.

d. If the owner of any unredeemed dog is known, such owner shall be required to pay the impoundment fees set forth in subdivision (4) of this section whether or not such owner chooses to redeem his/her dog.

e. Any dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or disposed pursuant to the provisions of section 117 of Article 7 of the Agriculture and Markets Law.

f. No action shall be maintained against the Town of Marcellus, any dog control officer or peace officer when acting pursuant to his/her special duties, or any other agent or officer of the Town of Marcellus or person under contract to said Town of Marcellus to recover the possession or value of any dog, or for damages for injury or compensation for the destruction of any dog seized or destroyed pursuant to the provisions of this local law or the Agriculture and Markets Law.

g. Nothing in this local law is intended to conflict with or limit in any way the rights and obligations set forth under Article 7 of the Agriculture and Markets Law and in event of a conflict the provisions of Article 7 of the Agriculture and Markets Law shall prevail and superseded the provisions of this local law.

Section 9. Appearance Ticket

Any dog control officer, peace officer when acting pursuant to his/her special duties, or police officer in the employ of or under contract with the Town of Marcellus observing a violation of this local law in his/her presence shall issue and serve an appearance ticket for such violation.

Section 10. Complaint

a. Any person who observes a dog in violation of this local law may file a complaint under oath with a Town of Marcellus Town Justice specifying the nature of this violation, the date thereof, a description of the dog and the name and residence, if known, of the owner of the dog.

b. Upon receipt by the Town Justice of any such complaint, he/she shall summons the alleged owner to appear in person before him/her for a hearing, at which both the complainant and owner shall have an opportunity to be represented by counsel and to present evidence. If, after such hearing, the Justice decides that further action is warranted, he/she may order:

1. The dog to be declared a vicious or dangerous dog to be restrained by collar and leash at all times whether on or off the owner's property.

2. The dog to be confined to the premises of the owner.
3. Such other remedy as may be warranted by the circumstances in such case, and as may be authorized by Article 7 of the Agriculture and Markets Law.
 - c. A violation of any order issued by a Town Justice under the provisions of this local law or under the provision of Article 7 of the Agriculture and Markets Law shall be an offense punishable, upon conviction thereof, as provided in section 11 of this Local Law.

Section II. Penalties

A violation of this section shall be punishable, subject to such an election, either:

- a. Where prosecuted pursuant to the penal law by or on behalf of the Town, or pursuant to Article 7 of the Agriculture and Markets Law, by a fine of not less than twenty-five dollars, except that (i) where the person was found to have violated this section or Article 7 of the Agriculture and Markets Law within the preceding five years, the fine may be not less than fifty dollars, and (ii) where the person was found to have committed two or more such violations within the preceding five years, it shall be punishable by a fine of not less than one hundred dollars or imprisonment for not more than fifteen days, or both; or

- b. Where prosecuted as an action to recover a civil penalty, by a civil penalty of not less than twenty-five dollars, except that (i) when the person was found to have violated this section or Article 7 of the Agriculture and Markets Law within the preceding five years, the civil penalty may be not less than fifty dollars, and (ii) where the person was found to have committed two or more such violations within the preceding five years, the civil penalty may be not less than one hundred dollars.

Section 12. Separability

Each separate provision of this local law shall be deemed independent of all other provisions herein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 13. Repealer

This local law shall supersede all prior local laws, ordinances, rules and regulations relative to the control of dogs within the Town of Marcellus and they shall be, upon the effectiveness of this local law, null and void.

Section 14. Effective Date

This local law shall take effect upon filing with the Secretary of State of New York as provided by law.

\$50,000 Grant: Supervisor Paul spoke with someone from Senator DeFrancisco's office today and the Senator chose the Brewer Road Bridge for the \$50,000 Grant. The project is a total of \$89,000, with the grant, the cost to the Town will be \$39,000.

Service Awards: The Town received from the Marcellus Volunteer Fire Department, Inc. the list of 28 members that qualified for the Service Awards Program. The total Amount owed to the Service Awards Program is \$19,600.

MAVES: Supervisor Paul has asked MAVES to come to the February Workshop Meeting to go over the financials with the Town.

Department Updates:

John Houser, Codes Officer:

Codes Update for 2014

120 permits issued to date this year and 111 issued last year. The top 3 permit types issued are decks at 24 issued, sheds at 21 issued and additions at 11 issued.

7 certificates of occupancies issued this year and 12 issued last year

27 complaints investigated

61 violations issued to date and 5 remain open violations

3 stop work orders issued

The New York State Uniform code is going to be proceeded by the International Code next year around June, the substantial changes will be with the energy code and introducing residential sprinklers.

Deb Williams is doing a great job as the Town of Marcellus Fire Inspector and helping me with other tasks as well. I have received many compliments from business owners who appreciate Debs professionalism and demeanor while performing the inspections for the Town. Several people in our operations here at the Town hall already have benefitted from Debs long service and experiences with Codes at Skaneateles.

Phil Coccia, Recreation Director, stated that on Dec. 2, they started having cards, games and coffee at the Welcome Center. About 8 – 10 people showed up. This will go on until March. There have already been reservations taken for Pavilions for 2015. The bills for these will go out after the first of the year. After January, Phil Coccia, will start working on the summer trips and concerts.

Don MacLachlan, Highway Superintendent, stated that Pat Scanlon has trucked all the contaminated dirt from the spill to the Ontario Landfill.

Supervisor Paul's updates:

Supervisor Paul spoke with Shannon from Dermody, Burke & Brown, and stated that 2010 audit will have to be resubmitted. The cost to the Town right now is approximately \$1,700. The total cost will probably be between \$3,000 - \$5,000.

Supervisor Paul had a conference call with the Country regarding the Property Tax Freeze Credit Guidance.

Banking: Jim Gascon, Town Attorney, has reviewed the contract with Solvay Bank and has given the okay for Supervisor Paul to sign it. Key Bank is now trying to match Solvay Banks no charges and total deposit of \$750 Thousand.

Liaisons: Supervisor Paul asked the Board about appointing Liaisons again, either for all departments or departments without elected Officials as a Dept. Head.

1. Park & Rec
2. CEO/Plan/Zoning
3. Assessor
4. Dog Warden
5. MAVES and Fire Dept.

IRS denied bookkeeper Lori Petrocci's request, on behalf of the Town, to have penalties waived for incomplete or incorrect IRS submissions dating back to 2011.

A Big Thank You goes to the following:

Matt Kehoe – Christmas Tree
Chuck Paul – Wreaths on the Town Hall
Laurie Stevens – filling in on the Town Board

At 8:45 pm Supervisor Paul stated that the Board would be going through the handbook. At this time the Town Clerk has left the meeting.

Respectfully Submitted,

Sandy Taylor
Town Clerk

Supervisor Paul stated that at 10:20 Councilor Stevens made a motion to adjourn the meeting with a second by Councilor O'Hara.

Ayes – Pollard, O'Hara, Scanlon, Stevens and Paul

Carried

RECEIVED
JAN 08 2015
MARCELLUS TOWN CLERK

Contract for Professional Services

1. This agreement made in duplicate this 30th day of December, 2014 by and between the Onondaga-Cortland-Madison Board of Cooperative Educational Services, ("**Contractor**") and the Town of Marcellus ("**Client**").
2. Whereas, the **Contractor** will provide the services herein listed, to the **Client**, pursuant to the Public Employee Safety and Health Act of 1980.
3. Whereas, the **Contractor** has agreed to provide the **Client** with trained personnel to offer such services, now,
4. Therefore, the **Contractor** hereby agrees to provide the **Client** the following services during the year beginning January 1, 2015 through December 31, 2015:
5. **Health, Safety, and Risk Management Service Administration:**
 - A. Review and Update Written Programs
 1. Hazard Communication Program 29 CFR 1910.1200 (e) (1)
 2. Energy Control Program 29 CFR 1910.147 (c) (1)
 - B. Training
 1. Hazardous Materials Awareness Training 29 CFR 1910.120 (q) (8) (i)
 2. Personal Protective Equipment Training 29 CFR 1910.132 (f) (1)
 3. Lockout/Tagout Training 29 CFR 1910.147 (c) (7) (i)
 4. Hazard Communication/Right-to-Know Training 29 CFR 1910.1200 (h)
Labor Law § 878 (1), (2).
 - C. Recordkeeping
 1. Employee Exposure Records
Labor Law § 879 and 12 NYCRR § 820.5 (a)
 2. Training Records
Labor Law § 878 (1), (2) and 12 NYCRR § 820.4 (g)
6. The **Client** hereby agrees to pay the **Contractor** \$2,000 for services rendered as outlined above.

7. The **Client**, in consideration of the agreements contained herein, accepts full and complete responsibility and liability for the conduct, procedures and validity of any and all services conducted, and releases and discharges the Board of Education of the OCM BOCES, the District Superintendent of the OCM BOCES, the OCM BOCES officers, employees, and agents as releasees, releasees' heirs, executors, administrators, successors and assigns and indemnifies from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the releasees, the contractor, contractor' s heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall, or may, have for, upon, or by reason of any matter, cause, or thing whatsoever leading to, or conduct pursuant to this agreement.

8. This agreement shall represent the full and complete agreement between the parties and no other or subsequent claims, actions or proceedings of any kind whatsoever, will be commenced by any of the parties hereto. It is further agreed that this agreement shall become effective upon appropriate execution by the parties herein.

15-6001033

Client (SS# or Tax ID #)

24 East Main Street
Marcellus, NY 13108
Address

Director of Personnel & Labor Relations

Assistant Superintendent for Administration

District Superintendent

Supervisor, Town of Marcellus



ASCAP

PO BOX 331608-7515
Nashville, TN 37203-9998
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

RECEIVED
JAN 05 2015
MARCELLUS TOWN CLERK

December 20, 2014

G43RHL001004523 -

Daniel J Ross
Town Of Marcellus, NY
Town Of Marcellus, NY
24 E Main St
Marcellus, NY 13108-1206

Re: Account No. - 500704066
Town Of Marcellus, NY
Town Of Marcellus, NY
24 E Main St
Marcellus, NY 13108-1206



Dear Mr. Ross:

Your 2015 ASCAP Rate Schedule is attached. Based on the Consumer Price Index, All Urban Consumers - (CPI-U) between October 2013 and October 2014, the 2015 Rate Schedule increased by 1.66434% over the 2014 Rate Schedule. We recommend that you attach the Rate Schedule to your License Agreement for future reference.

In accordance with the terms of the Agreement, Base Licensee Fees are due and payable within 30 days of the renewal date, and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year. Please complete and return the enclosed report form, along with your payment within 30 days of the renewal date of your License Agreement, which is 09/14/2015. You may also copy this form to report any Special Events you have during the year.

Should you prefer to make a payment via Electronic Check or Credit Card, and/or view your account balance and payment history, you may visit us at our secure ASCAP website: www.ASCAP.com/mylicense. Your account information is encrypted for maximum security. It is our strict policy not to make any individual customer data available to third parties for any reason. You may continue to send your report form by mail, via fax (1-615-691-7795) or to us via email at glcs@ascap.com.

We at ASCAP are proud to serve your licensing needs and would like to take this opportunity to extend our best wishes to you for a successful new year.

Sincerely,

Account Services

Account Services

- Enclosures:
Rate Schedule
Report Form
Return Envelope

F0166_0115
IMLA



LOCAL GOVERNMENT ENTITIES
2015 Rate Schedule and Report Form

Account No.: 500704066

Premise Name: Town Of Marcellus, NY; Marcellus, NY

Report Due: 12/30/2015

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$335.00
50,001	to	75,000	\$668.00
75,001	to	100,000	\$804.00
100,001	to	125,000	\$1,071.00
125,001	to	150,000	\$1,339.00
150,001	to	200,000	\$1,740.00
200,001	to	250,000	\$2,141.00
250,001	to	300,000	\$2,544.00
300,001	to	350,000	\$2,946.00
350,001	to	400,000	\$3,347.00
400,001	to	450,000	\$3,747.00
450,001	to	500,000	\$4,151.00
500,001	Plus***		\$5,086.00

*** \$5,086.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of **\$66,929.00**

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$335.00

License Fee for Year 2016 and Thereafter

For each calendar year commencing 2016, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.


LOCAL GOVERNMENT ENTITIES
2015 Rate Schedule and Report Form

Account No.: 500704066

Premise Name: Town Of Marcellus, NY; Marcellus, NY

Report Due: 12/30/2015

3RHL00100452303L0000

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

 Population Size: ----
 (Per current U.S. Census Data)

 Base License Fee: _____
 (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

**"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

ASCAP, P. O. Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 1-615-691-7795 (FAX)
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

Report Form Continued On Reverse Side

LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: _____ Annual License Fee: \$335.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ _____

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____		_____	
(Please print Contact's Name.)		(Please print Contact's Title.)	
Phone No.: () _____	Fax No.: () _____	Email: _____	Website: _____
I certify that the above information is true and correct.		Signature: _____	
Dated: _____		(Please print Name and Title of Signature name above.)	

ASCAP, P. O. Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166_0115



ASCAP

Account No.: 500704066

Town Of Marcellus, NY
24 E Main St
Marcellus, NY 13108-1206

ASCAP IMLA
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

MARCELLUS VETERINARY HOSPITAL

STEVEN M. BRUCK, D.V.M.

4240 SLATE HILL ROAD, MARCELLUS, NEW YORK 13108

678-2026

**Agreement Between the Town of Marcellus and Marcellus Veterinary Hospital**Service Dates: January 1st ~~2014~~ to December 31st ~~2014~~ 2015

Service: Fees for housing, vaccinating, and caring for stray dogs as follows:

DOGS WHICH ARE LEFT UNCLAIMED: (Discounted Fees to Town of Marcellus)

DHPP vaccination upon admittance (mandatory for all unidentified dogs)	\$ 15.00
RABIES vaccination upon admittance (mandatory for all unidentified dogs)	\$ 15.00
BOARDING per day under 90lbs	\$ 20.00
BOARDING per day 91lbs and over	\$ 22.00

After 5 full days dog becomes property of Marcellus Veterinary Hospital and available for adoption

DOGS WHICH ARE CLAIMED BY THEIR OWNER:**Our Regular Fees Apply to Vaccines and Medical Care IF NEEDED**

Exam prior to vaccination or medical treatment	\$42.00
DHPP vaccination upon admittance (mandatory for all unidentified dogs)	\$22.00
RABIES vaccination upon admittance (mandatory for all unidentified dogs)	\$20.00

A discount rate applies to boarding per day as follows:

BOARDING per day under 60lbs	\$20.00
BOARDING per day 61-90lbs	\$24.00
BOARDING per day 91lbs and over	\$27.00

ALL DOGS:

Medical Expenses as needed	As charged
Euthanasia	\$ 35.00
Cremation under 20 lbs	\$ 60.00
Cremation 21-50lbs	\$ 70.00
Cremation 51-100lbs	\$ 90.00
Cremation over 100 lbs	\$ 100.00

Cremation fees reflect our current Cremation service: you are free to secure other means for disposal.

Comments:

The attached agreement reflects changes for 2015.

Sorry I was unable to officially type it up yet

Helen

**ONONDAGA COUNTY PARTICIPATING MUNICIPALITY SOLID WASTE
DELIVERY AGREEMENT**

This **AGREEMENT** entered into this _____ day of _____, 20____, by
and between:

The Onondaga County Resource Recovery Agency, a public benefit corporation created under the laws of the State of New York, having an office and place of business at 100 Elwood Davis Road, North Syracuse, New York, 13212, (hereinafter referred to as "**OCRRA**") and the **Town of Marcellus**, a municipal corporation located in Onondaga County, having an office and place of business at Town Hall, 24 East Main Street, Marcellus, New York, 13108, (hereinafter referred to as the "**MUNICIPALITY**");

WITNESSETH:

WHEREAS, by Resolution 28-1978, the Onondaga County Legislature declared that Solid Waste disposal is a County-wide problem; and

WHEREAS, it is mutually understood that for the benefit of all the Participating Municipalities in Onondaga County, it is necessary that Participating Municipalities in the County enter into legally enforceable commitments to deliver all of the Solid Waste produced within their Participating Municipality to the County Solid Waste Management System (hereinafter referred to as the "**OCRRA System**"); and

WHEREAS, the **MUNICIPALITY** and **OCRRA** had previously entered into a similar twenty-five (25) year Delivery Agreement, as had the other thirty-two (32) Participating Municipalities and those prior Delivery Agreements recently expired; and

WHEREAS, the commitment of the member **MUNICIPALITY** herein to participate in the **OCRRA System** will ensure that all of the residents, businesses and public facilities in the

MUNICIPALITY will have a secure, reliable, and environmentally responsible Solid Waste disposal facility and solid waste management system for at least a twenty (20) year period into the future; and

WHEREAS, the **MUNICIPALITY**'s commitment herein will further ensure that **OCRRA**'s recycling and composting facilities and programs will continue to be funded and function for the foreseeable future; and

WHEREAS, this **AGREEMENT** evidences the **MUNICIPALITY**'s continuing commitment to environmentally responsible and reliable Solid Waste management for the **MUNICIPALITY**'s residents and businesses; and

WHEREAS, in furtherance of that commitment, the **MUNICIPALITY** adopted an Intrastate Waste Site designation ordinance on December 29, 2000 that designated the **OCRRA** System for the disposal of all Solid Waste originating or generated in the **MUNICIPALITY** and bound for ultimate disposal in New York State; and

WHEREAS, the **MUNICIPALITY** seeks assurance that **OCRRA** will, during the term of this **AGREEMENT**, accept all of the **MUNICIPALITY**'s Solid Waste into the **OCRRA** System; and

WHEREAS, **OCRRA** intends to fulfill all of its obligations under this **AGREEMENT**; and

WHEREAS, the Parties to this **AGREEMENT** have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of this **AGREEMENT**; and

WHEREAS, the Parties to this **AGREEMENT** are entering into this **AGREEMENT** pursuant to their respective lawful authorities;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the Parties to this **AGREEMENT** do hereby promise and agree as follows:

ARTICLE I
DEFINITIONS

- 1.1. "Agency" or "**OCRRA**" shall mean the Onondaga County Resource Recovery Agency.
- 1.2. "Agency Solid Waste Disposal Fee" shall mean the fee established by **OCRRA** as the cost to dispose of one ton of Solid Waste in the **OCRRA** System and includes all costs incurred by the Agency in connection with the establishment, operation and maintenance of the **OCRRA** System.
- 1.3. "Bonds" shall mean the bonds issued by the Onondaga County Resource Recovery Agency to finance the construction and maintenance of the **OCRRA** System.
- 1.4. "Counterpart Agreement" shall mean each agreement, entitled "Solid Waste Agreement", similar in form and substance to this **AGREEMENT**, executed by each Participating Municipality in Onondaga County participating in the **OCRRA** System.
- 1.5. "County" shall mean the County of Onondaga, New York.
- 1.6. "Designated Person" shall mean a Person designated by the **MUNICIPALITY** to ensure the **MUNICIPALITY**'s compliance with this **AGREEMENT**.
- 1.7. "Execution Date" shall mean the date this **AGREEMENT** is entered into by **OCRRA** and the **MUNICIPALITY**.
- 1.8. "Hauler" shall mean any Person engaged in the collection and/or transportation of Solid Waste in the Participating Municipalities of Onondaga County.

1.9. "Hazardous Waste" shall mean waste which, by reason of its quantity, composition or characteristics is a toxic substance or hazardous waste [as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related regulations, in the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related regulations, or in any future additional or substitute federal, state or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes]; any source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and related regulations. If any governmental agency or unit having appropriate jurisdiction shall determine that substances which are not, as of the contract date, considered harmful, toxic, or dangerous, are in fact harmful to health, then any such substances or materials shall thereafter constitute Hazardous Waste for purposes of this **AGREEMENT.**

1.10. "Municipal Hauler" shall mean the Participating Municipality itself as a municipal handler of Solid Waste, as well as a Hauler employed or under contract by a municipality or a district within the municipality operating as part of a municipally owned and operated Solid Waste collection system.

1.11. "OCRRA Contracted Haulers" shall mean those haulers which have signed a hauler agreement with the Onondaga County Resource Recovery Agency.

1.12. "Participating Municipalities" shall mean all municipalities that have signed and entered into Counterpart Solid Waste Delivery Agreements.

1.13. "Person" shall mean any individual, corporation, partnership, trust, governmental agency or any other entity, or any group of such persons.

1.14. "Service Agreement" shall mean the Second Amended Solid Waste Disposal Service Agreement between **OCRRA** and Covanta Onondaga LP, the operator of the Onondaga Waste-to-Energy Facility, as amended on November 12, 2014, which will be in effect for a twenty (20) year period beginning on May 10, 2015.

1.15. "Solid Waste" shall mean residential, governmental, commercial and/or industrial refuse including yard waste but shall not include human wastes; rendering wastes; demolition wastes; residue from incinerators or other destructive systems for processing waste, other than now existing individual building incinerators, residue from which is presently collected as part of normal refuse collection practices; junked automobiles or pathological, toxic, explosive, radioactive material or other Hazardous Wastes which, under existing or future federal, state or local laws, require special handling in their collection or disposal.

1.16. "Street" shall mean any type of public way accessible to vehicular traffic including, without limitation, lanes, roads, avenues, streets and highways.

1.17. "System" or "OCRRA System" shall mean **OCRRA's** Solid Waste management and disposal system and every aspect thereof including, but not limited to, the Onondaga Waste-to-Energy Facility, and any transfer stations or landfills acquired, constructed or operated or to be acquired, constructed or operated by **OCRRA** or any agent, designee or contractor of **OCRRA** in connection with the Onondaga County Solid Waste Management Plan ("SWMP") as well as OCRRA composting facilities at Amboy and Jamesville.

1.18. "Waste-to-Energy Facility" or "Facility" shall mean the Onondaga Waste-to-Energy Facility located on Rock Cut Road in the Town of Onondaga, Onondaga County.

ARTICLE II

OCRRA UNDERTAKINGS

2.1. Operation of the OCRRA System. OCRRA hereby agrees to provide for the operation of the OCRRA System including the Onondaga Waste-to-Energy Facility at the Rock Cut Road site in the Town of Onondaga, its transfer stations at Ley Creek and Rock Cut Road, when needed, for OCRRA System operations, as well as, its Agency compost facilities and any other equipment or facilities which OCRRA deems necessary or desirable for a twenty (20) year period beginning May 10, 2015. OCRRA also agrees to maintain its successful recycling program, which will continue procedures designed to maximize recycling alternatives in Onondaga County.

2.2. Commitment to Accept Solid Waste. OCRRA agrees to accept all of the Solid Waste generated in the MUNICIPALITY and delivered by the MUNICIPALITY itself, Municipal Haulers, or OCRRA Contracted Haulers, as well as, residents and businesses within the Participating Municipality. Pursuant to Section 3.1. of this AGREEMENT, all accepted Solid Waste will be disposed of by the OCRRA System for the term of this AGREEMENT.

2.3. Recycling Program. In order to conserve natural resources, and consistent with our Participating Municipalities and the County's desire to reduce unnecessary landfilling, OCRRA will continue its award winning recycling program. The recycling program requires mandatory curbside recycling in the MUNICIPALITY in which the MUNICIPALITY must participate and fully support.

2.4. Compost Facilities. OCRRA presently operates compost facilities at Jamesville and Amboy on land leased from Onondaga County. When those facilities are open for

business, Participating Municipalities and its residents, businesses, as well as, OCRRA permitted waste haulers operating within the MUNICIPALITY, will be able to utilize them and obtain mulch and compost therefrom at OCRRA established rates.

ARTICLE III OBLIGATIONS OF THE MUNICIPALITY

3.1. Commitment to Deliver Solid Waste. Beginning on the Execution Date, and for the term of this AGREEMENT, the MUNICIPALITY agrees to deliver or cause to be delivered into the OCRRA System all of the Solid Waste collected within such MUNICIPALITY, whether such Solid Waste is collected by the MUNICIPALITY itself as part of a general municipal Solid Waste collection service, or is collected by private Haulers operating within the Participating Municipality including, but not limited to, private haulers hired by the MUNICIPALITY or private haulers serving a Solid Waste district located within the Participating Municipality.

3.2. Source Separation. The MUNICIPALITY agrees to actively participate in OCRRA's mandatory curbside recycling program, and to foster both public and private efforts in this regard.

3.3. On December 29, 2000, the MUNICIPALITY adopted an Intrastate Waste Site Designation Ordinance (or Law) (hereinafter referred to as "Ordinance or Law") in which it designated that all Solid Waste generated within the boundaries of the MUNICIPALITY and bound for ultimate disposal in New York State must, by that Ordinance or Law, be disposed of at the designated waste site, namely at the Onondaga Waste-to-Energy Facility on Rock Cut Road or to other transfer or processing facilities maintained by OCRRA. The MUNICIPALITY hereby represents that Ordinance or Law has not been rescinded or

amended in any way, to date, and that such Ordinance or Law will continue to remain in full effect and be enforceable, without any further amendments or contingencies, for the term of this Solid Waste Delivery **AGREEMENT**.

3.4. The **MUNICIPALITY** further recognizes that the County of Onondaga adopted Local Law No. 5 of 2003 (as amended by Local Law No. 3 of 2012), a County-wide "Flow Control" law, directing that all Solid Waste originating in Onondaga County be disposed of at the municipally owned (i.e., **OCRRA** owned) Onondaga Waste-to-Energy Facility on Rock Cut Road in the Town of Onondaga or at any other designated **OCRRA** System Facility. The **MUNICIPALITY** commits and agrees to comply fully with Onondaga County Local Law No. 5 of 2003, as amended, and in any **MUNICIPALITY** procurement for Solid Waste pick-up and/or disposal services within the **MUNICIPALITY**, including such services for any Solid Waste districts within the **MUNICIPALITY**, that the **MUNICIPALITY** will, in its Request for Proposals or Bids for such services, and in its contract award thereafter, require that all such Solid Waste be delivered to the Onondaga Waste-to-Energy Facility or to any other designated **OCRRA** disposal Facility during the term of this **AGREEMENT**. The **MUNICIPALITY** further agrees not to commence, pursue or participate in any action, legal or otherwise, that challenges the validity or constitutionality of said Local Law No. 5 of 2003, as amended.

3.5. The **MUNICIPALITY** recognizes **OCRRA** has, or in the future will have, entered into Hauler contracts with all Solid Waste Haulers operating in Onondaga County. In fact, the **MUNICIPALITY** itself may have entered into such a Hauler contract or, in the future may decide to engage in municipal collection and thus enter into such a Hauler contract with **OCRRA**. The **MUNICIPALITY** agrees that if it now engages in municipal collection, or in the future engages in any municipal collection during the term of this

AGREEMENT, that it will enter into a Hauler contract with **OCRRA** that will, among other things, require that all Solid Waste from the **MUNICIPALITY** be delivered to the Onondaga Waste-to-Energy Facility or to another designated **OCRRA** System Facility. The **MUNICIPALITY** further agrees not to interfere with any Hauler contracts **OCRRA** may have with any private Haulers operating within the **MUNICIPALITY**'s boundaries and, when requested by **OCRRA**, will assist **OCRRA** in every way possible in enforcing such Hauler contracts.

3.6. The **MUNICIPALITY** agrees to appoint a Designated Person, who is to monitor and ensure compliance with this **AGREEMENT** in the **MUNICIPALITY**.

must appoint designated person.

**ARTICLE IV
FINANCIAL MATTERS**

4.1. Fee Structure. **OCRRA** will bill each Hauler who delivers Solid Waste originating from or generated in the **MUNICIPALITY** into the **OCRRA** System. The amount due from each Hauler will be determined by multiplying the then applicable Agency Solid Waste Disposal Fee by the actual number of tons delivered by the Hauler. The Agency will send a monthly accounting to each Hauler and all amounts listed thereon will be due and payable in accordance with **OCRRA**'s billing policy.

**ARTICLE V
FURTHER ASSURANCES**

5.1. Additional Actions. **OCRRA** and the **MUNICIPALITY** shall, in good faith, during the term of this **AGREEMENT**, take all such actions as may be necessary or appropriate to carry out the purposes of this **AGREEMENT** including, without limitation, the enactment of legislation, resolutions and other official actions.

5.2. Assistance with Permits and Approvals. OCRRA and the MUNICIPALITY shall use their mutual best, good faith efforts to obtain further agreements, approvals, licenses, permits, legislation, authorizations and the like, as may be necessary or appropriate in connection with the future design, financing, construction and operation of the OCRRA System or as may be necessary or appropriate to carry out the purposes of this AGREEMENT.

**ARTICLE VI
MISCELLANEOUS**

6.1. Effect of Breach. Each party specifically recognizes that the other is entitled to bring immediate suit for temporary as well as permanent injunctive relief, mandamus, or specific performance or to exercise other legal or equitable remedies to enforce the obligations and covenants of each party hereto. It being recognized, however, that the successful operation of the OCRRA System – and therefore the ability of Participating Municipalities within Onondaga County to safely, lawfully and economically dispose of their Solid Waste – depends on all Participating Municipalities fully living up to the terms and conditions of these Solid Waste Delivery Agreements. **OCRRA and the MUNICIPALITY** each agree to fulfill their obligations and duties under this **AGREEMENT** in good faith while any such suits or remedies are pursued unless and until the final judgment of a court of competent jurisdiction properly relieves either party of any portion of their obligations hereunder. To further ensure the successful operation of the OCRRA System, it is also agreed that all Participating Municipalities shall be deemed third-party beneficiaries of all Counterpart Agreements entered into by all of the other Participating Municipalities.

6.2. Term of Agreement. This **AGREEMENT** shall be in full force and effect and be legally binding upon **OCRRA** and the **MUNICIPALITY** from the Execution Date and

delivery hereof. This **AGREEMENT** shall remain in full force and effect until twenty (20) years from May 10, 2015.

6.3. Termination of Agreement. Neither **OCRRA** nor the **MUNICIPALITY** shall have the right to terminate this **AGREEMENT** for so long as the Service Agreement or any contractual or bonding obligations of **OCRRA**, under the Service Agreement, shall remain outstanding for any reason whatsoever. Upon the satisfaction and discharge of all **OCRRA**'s contractual obligations under the Service Agreement and all of **OCRRA**'s existing bonding obligations, **OCRRA** and the **MUNICIPALITY** may terminate this **AGREEMENT** by mutual consent.

6.4. Assignability. **OCRRA** may assign or pledge this **AGREEMENT** in relation to the financing and operation of the **OCRRA** System; but no other assignment of this **AGREEMENT** shall be authorized or permitted by either Party to this **AGREEMENT**.

6.5. Waiver Not to be Construed. No waiver by **OCRRA** or the **MUNICIPALITY** of any term or condition of this **AGREEMENT** shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge, whether of the same or of a different section, subsection, paragraph, clause, phrase, word or other provision of this **AGREEMENT** required of it under this **AGREEMENT** or by law. The failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, agreements or conditions in this **AGREEMENT** shall not be considered to be a waiver or relinquishment of such term, covenant, agreement or condition; but the same shall continue in full force and effect.

6.6. Amendments. This **AGREEMENT**, being for the benefit of all the Participating Municipalities, may not be substantially altered, changed or amended before or after execution without the concurrence of all other Participating Municipalities and any such

amendment shall be only by written agreement, duly authorized and executed. This writing represents the entire **AGREEMENT** between the Parties and any modification or amendment shall be in writing and duly executed by the Parties to this **AGREEMENT**.

6.7. Severability. If any provision, paragraph, sentence, clause or word of this **AGREEMENT** shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this **AGREEMENT** and shall be construed and enforced, consistent with its expressed purposes, as if such invalid or unenforceable provision, paragraph, sentence, clause or word had not been contained herein.

6.8. Duplicate Originals. This **AGREEMENT** may be executed in two or more counterparts, any of which shall be regarded for all purposes as duplicate originals.

IN WITNESS WHEREOF, the Parties hereto have duly executed this **AGREEMENT** the day and year first above mentioned.

Onondaga County Resource Recovery Agency

Town of Marcellus

By: _____
Mark A. Donnelly, Executive Director

By: _____
Mary Jo Paul, Supervisor

Date: _____

Date: _____

Witness: _____

Witness: _____

Seal:

APPROVED AS
TO LEGAL FORM
MA 11/19/14
Initials Date

Seal:

Account#	Account Description	Fee Description	Qty	Local Share	
A2544	Dog Licensing	Female, Spayed	391	1,990.00	
		Female, Unspayed	27	297.00	
		Male, Neutered	343	1,707.00	
		Male, Unneutered	34	374.00	
		Replacement Tags	2	4.00	
	Impoundment Fee	Impoundment Fee	5	290.00	
			Sub-Total:	\$4,662.00	
A2590	Conservation	Conservation	155	854.84	
	Fireworks	Fireworks	1	50.00	
	Freon Removal	Freon Rremoval	35	700.00	
	Haulers Permit	Haulers Permit	6	600.00	
	Marr. Lic	Marriage Licensing Fees	28	350.00	
	Misc Fees	Fax	20	21.00	
	Misc. Fees	Certified Copies - Marriage	20	200.00	
		Photo Copies	1673	226.10	
	Passport	Passport	70	1,750.00	
	Permit Fees	Tire	99	198.00	
		Trash Permit-Passenger	140	2,520.00	
		Trash Permit-truck	178	6,174.50	
			Sub-Total:	\$13,644.44	
B2110	Building	Building	112	9,561.60	
	Plan & Zone	Sub Division Book	1	0.00	
		Zoning Fees	18	2,230.00	
		Zoning Ordinance Book	3	12.00	
	Site Plan	Site Plan	1	100.00	
				Sub-Total:	\$11,903.60
			Total Local Shares Remitted:	\$30,210.04	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			924.00	
Amount paid to:	NYS Environmental Conservation			15,426.16	
Amount paid to:	State Health Dept. for Marriage Licenses			630.00	
Total State, County & Local Revenues:		\$47,190.20	Total Non-Local Revenues:		\$16,980.16

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

To the people of the State of New York:

To: Elaine Potter

Receiver of Taxes & Assessments and/or Collector of the Town of Marcellus in said County, Greeting:

YOU ARE HEREBY COMMANDED to collect from the several persons named in the assessment roll hereunto annexed, the several sums mentioned in the last column on each page thereof, opposite their respective names, and the several sums mentioned in the several columns on each page thereof, opposite their respective names, together with fees for collecting the same, on or before the first day of February following the date hereof, and you are hereby authorized in case of non-payment by any of said persons of such sum or sums, to levy the same by distress and sale of his, her or its personal property, together with the costs and charges of such, distress and sale as provided by law; and out of moneys so collected exclusive of fees, you are hereby commanded and directed to pay.

To the SUPERVISOR of said town the sum of \$2,700,217.16

To the CHIEF FISCAL OFFICER of said County the sum of \$2,624,548.14

being the residue of said money so to be collected, the items of which several amounts more particularly appear in the following schedules, to wit.

Grand Total of Warrant \$5,324,765.30

This WARRANT is hereby extended to 20

Chief Fiscal Officer

To the SUPERVISOR:

General Town Fund Expenses	\$316,139.00
Part Town	\$96,860.00
Highway Fund - Item No. 1	\$292,072.75
Bridge Fund - Item No. 2	
Machinery Fund - Item No. 3	
Misc. Highway Fund - Item No. 4	\$805,558.00
Sewer Tax District	\$126,799.30
Sanitary Refuse	
Drainage District Tax	\$99.97
Water District Tax	\$165,340.63
Water Supply Tax	\$5,355.11
Hydrant District Tax	\$15,974.07
Lighting District Tax	
Fire District Tax	
Fire Protection District Tax	\$598,738.48
Ambulance District	\$277,279.85
Omitted Highway	
Debris Removal	
Water Arrears	
Unpaid Trash	
Bounced Check Fee	
Total Amount to the Supervisor	\$2,700,217.16

To the CHIEF FISCAL OFFICER:

Warners Water	
Apportionment of County Tax	
State Mandated Costs	\$2,165,175.35
County Water & Excess	\$18,850.91
County Sanitary & Excess	
County Drainage & Excess	
Credit Comm. Finance A-430	
Debit Comm. Finance A-430	
Village Arrears	\$38,943.49
Total Excess	\$6.85
Returned School Tax	\$401,571.54
Bounced Check Fee	
Total Amount to Chief Fiscal Officer	\$2,624,548.14

And you are hereby, commanded and directed to make all payments hereinbefore specified on or before the first day of February and you will make return of all unpaid taxes, and of your proceedings hereon, in manner provided by law. For the doing of all of which, this shall be your sufficient warrant; and hereof fail not at your peril.

Given under the hands of the Chairman and Clerk of the Onondaga County Legislature, and The seal of said County, at the City of Syracuse, New York this 27th day of December, 2013

[Signature] Chairman
[Signature] Clerk

Abstract for County and Town Taxes for the Year 2014

Town Taxation

Town of	<u>Marcellus</u>		Rate "X"	Taxable Value	Raises
	\$0.00	Machinery Fund			
	\$805,558.00	Misc. Highway Fund -- Townwide			
	\$316,139.00	General Town Fund Expenses			
Town Funds	\$1,121,697.00	396,283,746	2.8306	In 84,373,605	\$238,828.04
Part Town	\$96,860.00	311,910,141	0.3105		
Tax To Raise	\$1,218,557.00	Town	3.1411	Out 311,910,141	\$979,740.79
Highway I	\$292,072.75		0.9364		\$1,218,568.83
Special District	\$1,189,587.41				
Town Arrears	\$0.00				
TOTAL	\$2,700,217.16	To Town Supervisor		Excess	\$11.83

County Taxation

	\$2,168,392.78	Apportionment of County Tax			
Less	\$0.00	Debit Chief Fiscal Officer Act A-430			
Less	\$0.00	Credit Chief Fiscal Officer Act A-430			
Less	\$0.00	Paid to Chief Fiscal Officer to Reduce Tax			
Co. Levy/State Mand.	\$2,168,392.78	395,832,558	5.4781	In 84,278,385	\$461,685.60
Gas Tax Outside	\$3,217.43	311,554,173	0.0104		
Tax to Raise	\$2,165,175.35	State & County	5.4677	Out 311,554,173	\$1,703,484.77
	\$0.00	\$395,832,558	0.0000		2,165,170.37
County Arrears	\$459,372.79				
TOTAL	\$2,624,548.14	To Chief Fiscal Officer		Excess	-\$4.98

Budgeted-County/Town	\$3,383,732.35	Computer Total
General Excess	\$6.85	County Tax
County Water District Tax	\$18,830.25	State Mandated
Water Excess	\$20.66	\$2,165,170.37
Village Sales	Marcellus \$0.00	Town Tax
Tax in Cash		\$1,218,568.83
		TOTAL Tax
		\$3,383,739.20
Rates:		Highway I
Town Inside	2.8306	\$292,072.75
County Inside	5.4781	Special Levy
TOTAL	8.3087	\$0.00
Town Outside	3.1411	Special District*
County Outside	5.4677	\$1,189,587.41
TOTAL	8.6088	County Water
		\$18,850.91
Sales Tax Estimate	2014 \$0.00	Arrears
Plus Prior Yr Adj	2012 \$3,217.43	\$440,515.03
Sales Tax (Outside)	\$3,217.43	Total Abstract
		\$5,324,765.30

* Total County & Town Districts
Except "County Water"

Recreation Department Annual Statement 2014

Deposits				
Date	Amount		TOTAL	reciept book #
1/8/2014	\$510.00	wrestling	\$510.00	419101-419112
1/17/2014	\$386.00	wrestle/field Trips	\$896.00	419114-419120
1/27/2014	\$322.00	wrestle/field Trips	\$1,218.00	419121-419132
2/6/2014	\$1,003.00	trips/dance/bball	\$2,221.00	419133-419157
2/13/2014	\$2,021.00	trips/dance/bball	\$4,242.00	419157-419172
2/20/2014	\$880.00	trips/bball	\$5,122.00	419193-419197 & 002201-002206
3/7/2014	\$550.00	hoopmania	\$5,672.00	002207-002214
3/20/2014	\$300.00	hoopmania	\$5,972.00	002215-002219
4/2/2014	\$590.00	hoopmania/dance	\$6,562.00	002220-002228
4/10/2014	\$170.00	hoop/market	\$6,732.00	002229-002232
4/17/2014	\$470.00	hoop	\$7,202.00	002233-002241
4/25/2014	\$400.00	hoop mania	\$7,602.00	002242-002248
5/1/2014	\$1,840.00	Hoop Mania market	\$9,442.00	002249-002271
5/7/2014	\$5,005.00	hoop mania	\$14,447.00	002272-002309
5/15/2014	\$5,560.00	rec/market (1)	\$20,007.00	0022310-002343
5/21/2014	\$2,490.00	recreation	\$22,497.00	002344-002363
5/28/2014	\$3,270.00	recreation	\$25,767.00	002364-002384
6/5/2014	\$5,065.00	recreation	\$30,832.00	002385-002400 7 419201-419218
6/16/2014	\$4,945.00	recreation	\$35,777.00	419213-419273
6/27/2014	\$7,060.00	rec/market (1)	\$42,837.00	419274-419341
7/10/2014	\$3,822.00	rec/market (1)	\$46,659.00	419342-419384
7/28/2014	\$1,540.00	recreation	\$48,199.00	419385-419400
8/6/2014	\$750.00	recreation	\$48,949.00	423811-423824
8/15/2014	\$580.00	recreation	\$49,529.00	423825-423834
9/5/2014	\$1,110.00	recereation	\$50,639.00	423835-423852
10/17/2014	\$185.00	dance	\$50,824.00	423884-423885
11/24/2014	\$60.00	dance	\$50,884.00	423886
12/12/2014	\$180.00	dance	\$51,064.00	423887-423888
12/22/2014	\$120.00	dance	\$51,184.00	423889-423890

Meeting Schedule 2015

All Meetings are at 7:00 unless noted otherwise.

January 2 – Organizational Meeting

12- Meeting

22- Meeting

February 9 –Meeting

26 – Meeting

March 9 –Meeting

26 –Meeting

April 13 –Meeting

23 –Meeting

May 11 –Meeting

28 –Meeting

June 8 –Meeting

25 –Meeting – 5:00

July 13 –Meeting

23 –Meeting – 5:00

August 10 –Meeting

27 –Meeting

September 14 –Meeting

24 –Meeting

October 7 – Budget Meeting – 5:00

8 –Meeting

14 – Budget Meeting – 5:00

21 – Budget Meeting – 5:00

22 –Meeting

28 – Budget Meeting – 5:00

November 5 –Meeting

19 –Meeting

December 3 –Meeting

17 –Meeting

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that Certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Marcellus hereby require the Supervisor, Town Clerk, Tax Collector, Town Justices, and Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Marcellus approve the document entitled "Town of Marcellus Official Undertaking of Municipal Officers" as to its form and Manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those Named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF MARCELLUS

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, Mary Jo Paul, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Supervisor of the Town of Marcellus, and

WHEREAS, Helen Stevens, of the Town of Marcellus, County of Onondaga, New York has been appointed to Office of the Deputy Supervisor of the Town of Marcellus, and

WHEREAS, Sandy Taylor, of the Town of Marcellus, County of Onondaga, New York has been Elected to the Office of the Town Clerk of the Town of Marcellus, and

WHEREAS, Elaine Potter, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Tax Collector of the Town of Marcellus, and

WHEREAS, M.R. Dailey, of the Town of Marcellus, County of Onondaga, New York has been Elected to the Office of the Town Justice of the Town of Marcellus, and

WHEREAS, M. Moses, of the Town of Marcellus, County of Onondaga, New York has been Elected to the Office of the Town Justice of the Town of Marcellus, and

WHEREAS, D. MacLachlan, of the Town of Marcellus, County of Onondaga, New York has been Elected to the Office of the Office of Superintendent of Highways of the Town of Marcellus, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Marcellus that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Supervisor; and

This undertaking of the Town Deputy Supervisor is further conditioned upon that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Deputy Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Town Tax Collector further conditioned upon that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned upon that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Town Justices; and

This undertaking of the Town Superintendent of Highways is further conditioned upon that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Town Superintendent of Highways; and

This undertaking of the Deputy Town Supervisor is further conditioned that he/she will well and truly keep, pay over and account for all moneys and property coming into his/her hands as such Deputy Town Supervisor; and

The town does and shall maintain insurance coverage, presently with ENB Insurance, in the sum of \$450,000.00 for the Tax Collector, \$50,000.00 for the Supervisor, \$25,000.00 each for the Town Justices, \$25,000.00 for the Highway Superintendent, \$25,000.00 for the Town Clerk and \$25,000.00 for the Deputy Town Supervisor to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the offices, clerks and employees covered thereunder.

Town of Marcellus

Town Supervisor

Town Clerk

Tax Collector

Town Justice

Town Justice

Highway Superintendent