

MARCELLUS TOWN BOARD AGENDA
Monday, July 13, 2015

CALL TO ORDER

SALUTE TO FLAG

Public Hearing: Local Law 3-2015 – A Local Law Providing for the Defense and Indemnification
Of Town of Marcellus Officers and Employees

1. Accept Town Clerk's minutes of previous meetings.
2. Approve monthly activity, monthly statement of accounts, audit of bills, bank statements and budget adjustments.
3. Adopt Local Law 3 - 2015
4. Red House
5. Insurance Review
5. Falls Road Refund Review
6. Safety Committee
7. Planned Unit Development (PUD) Process
8. Reserves, Bank Accounts

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 Workshop Meeting: Thursday, July 23, 2015 – 5:00 pm - The Fire Station
Planning/Zoning Board Meeting – Monday, August 3, 2015 – 7:00 pm – Town Hall
Town Board Meeting – Monday, August 10, 2015 – 7:00 pm – Town Hall

**TOWN OF MARCELLUS
TOWN BOARD MEETING MINUTES**

Monday, June 8, 2015

A Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Monday, June 8, 2015, 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
Chris Hunt, Councilor

Also present: John Houser, Codes Officer; Phil Coccia, Recreation Director; Jim Gascon, Town Attorney; Susan Dennis, Deputy Town Clerk; Gary and Linda Wilcox, Andrew Murphy, Max Goldman, Ron Schneider, Lucas Wing, Sean King, Christopher Mallone, Skaneateles Journal; Mike Ossit, Alyssa Green, Marlee Welch, Adella Robert, Annabelle Vanderwerf, Noah Townsend, Erin Ryan, Dianna Catherman, Mikayla Catherman, Chris Christensen, Trudy and Kyle Quinlan, Mike Ossit 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 Hunt and seconded by Councilor Pollard to add to the agenda Easterns Security contract as number 6 and make number 7 the Review of the accounts, reserves and all the bank statements.

Ayes - Scanlon, Hunt, Paul, O'Hara and Pollard

Carried.

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk, Abstract #6 as of June 5, 2015, Claims #142240-142250, 142260-142287.

	<u>Expenses</u>
General Fund	\$13,516.70
General Fund – Part Town	329.01
Highway – Part Town	4,109.69
Trust & Agency	<u>24.00</u>
Total	\$17,979.40

Bills paid between meetings: The following bills were paid June 1, 2015.
NYSEG – Voucher numbers 142251-142254 for a total of \$1,421.14
Constellation – Voucher numbers 142255 – 142259 for a total of \$101.16
The total amount paid out was \$1,522.30

Councilor O'Hara made a motion seconded by Councilor Scanlon to approve and pay the bills, approve the monthly activity report as of June 5, 2015.

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

Carried

Recreation Agreements: Councilor O'Hara made a motion seconded by Supervisor Paul to approve the following recreation agreements:

Concerts in the Park:

The Horn Dogs	June 25, 2015	\$400.00
Joe Whiting	July 30, 2015	\$750.00
Marcellus Bluegrass Artists	June 18, 2015	\$400.00

Day Trips/Overnight Trip:

Bakers Acres	May 20, 2015		
Cost per person: \$53.00	Motor Coach Cost: \$800.00	Gratuities: \$75.00	

Esperanza Mansion	September 2, 2015		
Cost per person: \$53.00	Motor Coach Cost: \$800.00	Gratuities: \$75.00	

"A Holly Jolly Christmas"	November 18, 2015		
Cost per person: \$53.00	Motor Coach Cost: \$950.00	Gratuities: \$75.00	

Annapolis & Baltimore, Maryland	September 28, - October 1, 2015				
Cost per person 35 paid:	Double: \$583	Triple: \$520	Quad: \$489	Single: \$770	
Cost per person 42 paid:	Double: \$552	Triple: \$489	Quad: \$458	Single: \$739	
Driver: \$325	Tour Guide: \$200				

Resolution: Defense And Indemnification of Town of Marcellus Officers and Employees:

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

June 8, 2015

**TOWN OF MARCELLUS LOCAL LAW C OF 2015
("A Local Law Providing for the Defense and Indemnification
of Town of Marcellus Officers and Employees")**

Supervisor Paul introduced proposed Local Law No. C-2015, "A Local Law Providing for the Defense and Indemnification of Town of Marcellus Officers and Employees," which local law sets forth that the Town will provide legal defense and indemnification for Town officers and employees in certain enumerated civil and criminal matters which arise out of the officers' and employees' performance of their public employment and/or duties, which was seconded by Councilor Hunt:

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

WHEREAS, the adoption to said Local Law is an unlisted action for purposes of environmental review under SEQR; and

WHEREAS, the Town Board has determined that a short environmental assessment form (EAF) shall be required in connection with this matter; and

WHEREAS, the said 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, 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, it is

RESOLVED AND DETERMINED, that the enactment of proposed Local Law No. C-2015 is an unlisted action, there are no other involved agencies and this Board shall act as lead agency in this matter for purposes of SEQR review; and it is further

RESOLVED AND DETERMINED, 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 SEQR; and it is further

RESOLVED, that the Town Board shall conduct a public hearing as to the enactment of proposed Local Law No. C-2015 at the Town Hall located at 24 East Main Street, Marcellus, New York on July 13, 2015 at 7:00 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard.

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	Yes
Chris Hunt	Councilor	Voted	Yes
Kevin O'Hara	Councilor	Voted	Yes
Karen Pollard	Councilor	Voted	Yes
Mary Jo Paul	Supervisor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: June 8, 2015

SEQR: Councilor Pollard made a motion seconded by Councilor Scanlon to accept the SEQR as Read by Attorney Jim Gascon.

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

Carried.

Walk-Ride-A-Thon: The Board received the following letter requesting use of Marcellus Park for a walk/ride – a –thon that will raise money for the CNY SPCA. Mikayla has already spoken to Mr Coccia, Recreation Director, about it and he is okay with this. She would like the board to permit her to do this.

Councilor O'Hara made a motion seconded by Councilor Scanlon to permit Mikayla Catherman to go ahead with her senior project for a walk/ride-a-thon on September 26, 2015.

May 30, 2015

Marcellus Town Board
24 E Main St.
Marcellus, NY 13108

To whom it may concern,

Hi, my name is Mikayla Catherman. I am 17 years old and currently in 11th grade at Marcellus High School. For my upcoming senior year, I am planning out my senior project. My goal is to host a walk/ride-a-thon that will raise money for the CNY SPCA located in Mattydale, New York.

I would like to have my walk-a-thon at the Marcellus Park. The date of Saturday, September 26th from 1:00 to 5:00 p.m. If you agree to my walk-a-thon, I would invite people to sign up and create pledges and raise money for the SPCA. They would bring their dogs and walk one trail. Others can bring down horses and ride them through a separate trail. I will have donated prizes for the top fundraisers that come. I have already obtained a certificate of insurance to cover the day's event. I have spoken to Mr. Coccia about planning the process. I have walked the trails to see where it would be best to hold the walk-a-thon/ride-a-thon.

I love animals, and I am planning on attending college to become a Licensed Vet Technician. I would love to own my own animal rescue business so that I can help animals in need. My family and I have rescued horses in the past, and I love to see the change in the animal when it learns what someone who loves and cares for it feels like.

I live in the Marcellus district and that is why I want to host my walk-a-thon at the Marcellus Park. I feel that for my senior project, hosting my walk-a-thon in my community, is the best way to get the most support. If we use the park, it will bring the community closer for a great cause. I am hoping if it goes well that I could do future walk-a-thons as well.

I plan on coming to the June 8th board meeting, if you have any questions for me. If you approve my walk-a-thon, I would like to start advertising and get posters up as soon as possible. Thank you for your consideration.

Sincerely,


Mikayla Catherman

Eastern Security Services: Councilor Scanlon made a motion seconded by Councilor Hunt to approve the Supervisor signing the corrected copy of the Eastern Security Services contract.
Ayes – Scanlon, Hunt, Paul, O’Hara and Pollard Carried.

Reserves, Bank Accounts and Ledger Accounts: Councilor Scanlon made a motion seconded by Supervisor Paul to approve the financial statements. After some discussion, some of the board members asked if this could be tabled until they had more time to look at it. Councilor Pollard made a motion seconded by Councilor O’Hara to table the review of the reserves, bank accounts and ledger accounts until Jun 25th.
Ayes – Scanlon, Hunt, Paul, O’Hara and Pollard. Carried.

Jim Gascon, Town Attorney, suggested that we increase in the amount that there is in the unemployment insurance account.

Supervisor Paul stated that we should be receiving about \$35,000 from the mortgage tax rate. Old Home Days was a huge success. A reminder that the next workshop meeting is at 5:00 at the Welcome Center in the park. The July Workshop meeting will be at 5:00 at the Fire Station.

There were no comments from the Board.

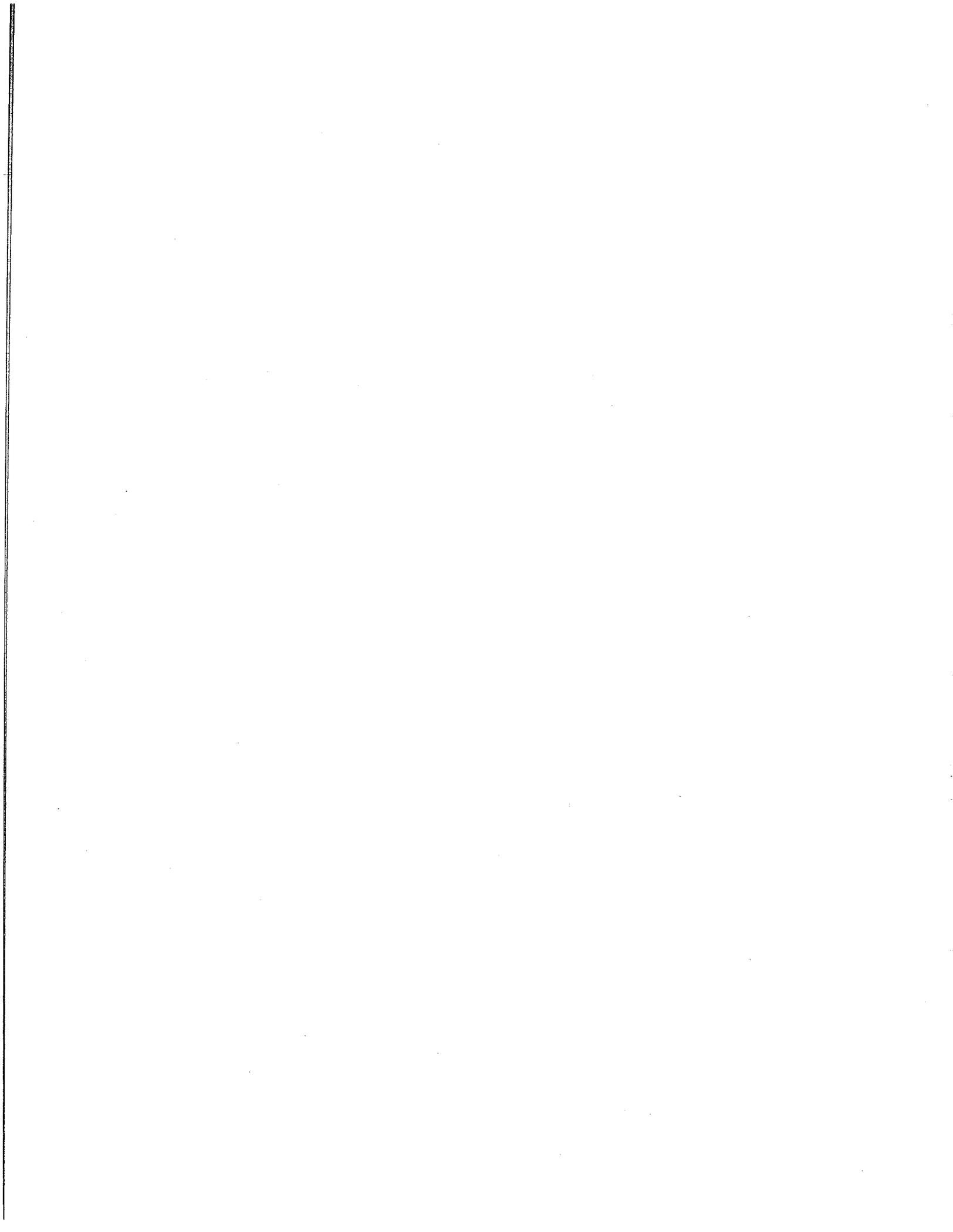
Items from the Floor

Linda Wilcox, Rt. 174 wanted to thank Supervisor Paul for all the information that she is giving the residents.

Councilor Scanlon made a motion seconded by Councilor O’Hara to adjourn the Marcellus Town Board meeting at 8:30 P.M .
Ayes – Scanlon, Hunt, Paul, O’Hara and Pollard. Carried.

Respectfully submitted,

Sandy Taylor, Town Clerk



TOWN OF MARCELLUS
TOWN BOARD WORKSHOP MEETING MINUTES

June 25, 2015

A Workshop Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Thursday, June 25, 2014, in the Welcome Center, located in Marcellus Park, Marcellus, New York. Those present were:

Mary Jo Paul, Supervisor
 Kevin F. O'Hara, Councilor
 John Scanlon, Councilor, arrived at 5:05pm
 Karen Pollard, Councilor
 Chris Hunt, Councilor

Also present: John Houser, Codes Officer; Jim Gascon, Town Attorney; Phil Coccia, Recreation Director; Bill Southern, Tom Lathrop, Ron Schneider, Mike Ossit, Bernie Montgomery, Jerry Wickett, Deana Fellows and Sandy Taylor, Town Clerk.

Supervisor Paul opened the meeting at 5 P.M. with the Pledge of Allegiance to the Flag.

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk, Abstract #6 as of June 23, 2015, Claims #142297 -142320, 142322-143325, 142332-142353.

	<u>Expenses</u>
General Fund	\$ 17,386.34
General Fund – Part Town	3,090.03
Highway – Town Wide	15,639.74
Trust & Agency	<u>2,357.23</u>
 Total	 \$38,473.34

Bills paid between meetings: The following vouchers were paid on June 16, 2015.

Voucher Numbers	Company	Amount
142326	NYSEG	36.15
142327	NYSEG	866.98
142328	Constellation New Energy	306.40
142329	American Power & Gas	1,442.94
142330	American Power & Gas	<u>534.74</u>
Total		\$3,187.21

Councilor Pollard made a motion seconded by Councilor Hunt to approve and pay the bills as of June 23, 2015.

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

Carried

Mr. D. J. Van Keuren – Discussion of Senior Housing and Rezoning: Jim Gascon, Town Attorney, stated before Mr. D. J. Van Keuren spoke that he has represented him in past projects but he is acting on behalf of the Town for this project. Mr. Van Keuren informed the Board and residents that he would like to develop a 55 and older community

off Seneca Turnpike. He has been working with Karen Cotter of Planning and Zoning and the current items are being addressed:

- working on taking care of the illegal subdivision
- requesting a variance on the signage
- requesting a change in zoning for restaurant

Ongoing Items that he is working on:

- PUD (Planned Unit Development) Request for Sunset Ridge Communities
- Lighting

Mr. Van Keuren will continue to keep the Board informed on the process.

Mr. Tom Reiley- Insurance Renewal Review: Mr. Reiley spoke about the renewal of the Towns insurance coverage. After a review of everything, Selective Insurance came in at \$4,338.10 cheaper than last year. After looking through the information, Jim Gascon, Town Attorney, noticed that we don't have enough insurance for an uninsured/underinsured motorist. Mr. Reiley will get prices to increase the amount for the uninsured/underinsured motorist.

Time Warner Cable Resolution:

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION
RENEWAL OF
CABLE FRANCHISE AGREEMENT
6/25/15**

Councilor Pollard moved for the acceptance and approval of the proposed Cable Franchise Agreement with Time Warner Cable and Councilor Scanlon seconded the motion.

WHEREAS, an application has been duly made to the Board of the Town of Marcellus, County of Onondaga, New York, by **TIME WARNER CABLE NORTHEAST LLC ("Time Warner")**, a partnership organized under the laws of the State of New York doing business at 2604 Seneca Avenue, Niagara Falls, New York 14305, and holder of a cable television franchise in the Town of Marcellus for the approval of an agreement to renew Time Warner's cable television franchise for an additional fifteen (15) years. The Franchise Renewal Agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A hearing was held in the Town of Marcellus on November 6, 2014 at 7:00 p.m. and notice of the hearing was published as part of the Town's November 6, 2014 Agenda; and

WHEREAS, at the May 28, 2015 meeting, the Town Board approved the proposed contract and directed the Town Supervisor to sign the Agreement on behalf of the Town, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, the Board of the Town of Marcellus finds that:

1. Time Warner has substantially complied with the materials terms and conditions of its existing franchise and with applicable law; and
2. The quality of the Time Warner service, including signal quality, response to customer complaints and billing practices has been in light of community needs; and
3. Time Warner has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
4. Time Warner can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED, that the Board of the Town of Marcellus hereby renews the cable television franchise of Time Warner in the Town of Marcellus for fifteen (15) years commencing on the date of approval by the Public Service Commission.

BE IT FURTHER RESOLVED, that the Board of the Town of Marcellus hereby confirms that this Franchise Renewal Agreement replaces the original franchise last amended on 10/14/04.

BE IT FURTHER RESOLVED, this resolution is a confirmation of and approval of the Board action taken on May 28, 2015.

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

John Scanlon	Councilor	Voted	Yes
Christopher Hunt	Councilor	Voted	Yes
Kevin O'Hara	Councilor	Voted	Yes
Karen Pollard	Councilor	Voted	Yes
Mary Jo Paul	Supervisor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: June 25, 2015

Town of Marcellus Clerk

MEP RESOLUTION (Municipal Energy Program) Resolution: Councilor O'Hara made a motion seconded by Councilor Pollard to approve the following resolution:

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION
AUTHORIZING MEMBERSHIP IN THE
MUNICIPAL ENERGY PROGRAM
6/25/15**

WHEREAS, municipal corporations are authorized to create and operate purchasing cooperatives for the purchase of electricity, natural gas and other utility bill management services as provided in Article G of the General Municipal Law; and

WHEREAS, the Organizing Local Governments, acting in accordance with section 119-o of the General Municipal Law, cooperatively created the "Municipal Energy Program" otherwise known as the MEP, for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs; and

WHEREAS, the Organizing Local Governments have additionally determined that other municipal corporations and districts, as defined in General Municipal Law §119-n, qualified to do so, should be permitted to join with them through execution of an addendum to their Intermunicipal Cooperation Agreement (hereinafter referred to as the "Agreement"), in order to fulfill their own respective public purposes by participation in the MEP; and

WHEREAS, the Town of Marcellus is a "municipal corporation" as defined in General Municipal Law § 119-n; and

WHEREAS, the Town of Marcellus is a "district" as defined in General Municipal Law §119-n; and

WHEREAS, this board (council) has reviewed the Agreement creating the MEP and understands its terms and conditions;

NOW THEREFORE BE IT RESOLVED, that the Town of Marcellus, in the County of Onondaga, hereby joins the MEP as a Member and authorizes the Town Supervisor to sign and execute the Agreement on its behalf; and

BE IT FURTHER RESOLVED, that this Member hereby authorizes the Organizing Local Governments and Pro-Star, acting as the MEP's energy consultant, to prepare, advertise, disseminate and open bids and to award contracts for the purchase and delivery of natural gas and/or electricity on behalf of the Member, in accordance with such bid specification, to the lowest responsible bidder or the bid that reflects the best value as set forth by General Municipal Law § 103 (16), as is determined by the Organizing Local Governments or to reject any and all such bids; and

BE IT FURTHER RESOLVED, that the officers and employees of this Member are authorized to execute such other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This resolution shall take effect immediately.

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

John Scanlon	Councilor	Voted	Yes
Christopher Hunt	Councilor	Voted	Yes
Kevin O'Hara	Councilor	Voted	Yes
Karen Pollard	Councilor	Voted	Yes
Mary Jo Paul	Supervisor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: June 2015

Town of Marcellus Clerk

Limeledge Water District – BAN to Bond: The Board was given two options to pay off the BAN to Bond for the Limeledge Water District. Option One was to have a set amount in taxes for the next 30 years. Option two was to charge a lesser amount and gradually increase slightly the amount in taxes for the next thirty years. Councilor O'Hara made a motion seconded by Councilor Scanlon to approve option two for the Limeledge Water District Residents.

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

Carried

Court Hours: Supervisor Paul stated that the court hours are changing in order to accommodate the hours necessary for evening court on Tuesdays. Beginning Friday, June 26, 2015 the Court office will be closing at noon.

Posted Court Hours will be:

Monday – Thursday 9:00 am – 4:30 pm

Friday 9:00 am – 12:00 pm

Letter from Resident: The following letter was received from a Town resident praising the Highway Department for their work on Deer Path.

RECEIVED

JUN 12 2015
MARCELLUS TOWN OFFICE
JUN 10, 2015

Frederick S. Marty
4246 Deer Path
Marcellus, New York 13108

Re: Town of Marcellus - DPW/Highway Dept.

Dear Ms. Paul and Board Members:

I am writing to you to land your DPW/Highway Dept. We are long time residents of Deer Path (May, 1979) and are very pleased with the service that we have received from the Highway/DPW Dept. for a long time. When we first moved in I got tired of having to replace the shock absorbers and springs in several cars due to the deplorable condition of our road. That is all history, because Deer Path is a fine road that is well maintained and serviced by our Town.

Deer Path has been plowed on a regular basis by Highway Dept employee, Tom Finn, who has done yeoman service for us in removing snow from Deer Path. Tom has done this service for a moderate period of time. Tom works hard with extended winter hours for plowing of the Town roads. Tom is always cheerful no matter how long he has been out plowing the roads, and he is always willing to walk the extra mile gladly to carry out the requests of Deer Path. Tom deserves recognition from the Deer Path residents as well as many others I am sure.

Recently, we requested the Town to fill in the road right of way with dirt to cover a drainage pipe. I thanked the cost of this job will be paid by us, which is most proper. The highway employee who has been responsible for this work is Mike Ossit. Mike has worked tirelessly on this project for us.

2

He starts very early in the morning - several days before 7 AM. He is very polite and has discussed his work for us on several occasions. He is quiet in demeanor but very professional and diligent in his work handling work. I realize that others from the Highway Dept have assisted Mike in this project, and they are to be commended as well.

The person who guides the work of the DPW/Highway Dept. is Don McLaughlin. Don is very friendly, helpful and knowledgeable. He interacts with the residents of Marcelles very well and is willing to accommodate our requests. Don should be praised for running his department in a smooth and professional manner. I have enjoyed my opportunities to work with him.

I suspect that not often do you receive letters like this commending you employees. However, since we have been well treated by the DPW/Highway Dept. on Deer Path, the employees of this Dept. as cited are due some positive recognition. Thank you for the service you render to the residents of Marcelles.

Sincerely,
Fred S. Marty

Letters from Mayor Curtin: The following are letters received from Mayor Curtin regarding Old Home Days. Supervisor Paul stated that once again Old Home Days were very successful.

MARCELLUS OLDE HOME DAYS 2015

June 17, 2015

Mr. Phil Coccia, Director
Town of Marcellus Parks and Recreation
W. Main Street
Marcellus, NY 13108

Dear Phil,

Many thanks for providing the back-up information for the Park Staff and for explaining the situation regarding the invoices for the past ten years. The timesheets were excellent for both 2014 and 2015, and help to explain much.

I am glad that we were able to reach a mutually satisfactory compensation of \$2,000 for the park staff, which did an exceptional job in keeping the park so well maintained all weekend.

We are only too willing to pay for this exceptional service and we look forward to next year's celebration as well.

Sincerely,



John Curtin, OHD Treasurer

cc: Cathy Marsden, OHD Chair
Mary Jo Paul, Marcellus Town Supervisor

MARCELLUS OLDE HOME DAYS 2015

To: Marcellus Town Supervisor and Board Members
From Marcellus Olde Home Days Committee
Re: Donation
Date: June 17, 2015

Dear Supervisor Paul and Town Board Members,

The 2015 Olde Home Days Committee is pleased to be able to make a donation of \$1,000.00 to the Town in appreciation of all that the Town and its employees do in promoting Olde Home Days each year. The Committee noted that some of the "Welcome to Marcellus" signs are becoming worn and that this donation might be used to purchase new ones. Or, the donation might be earmarked for maintenance of the Village Cemetery, particularly the care and upkeep of the iron fence surrounding it, which fence has been in existence since the first years of the Olde Home Days celebration in the 19th century.

Sincerely,

OLDE HOME DAYS COMMITTEE
Cathy Marsden, Chair
John Curtin, Treasurer

RECEIVED

JUN 18 2015

MARCELLUS TOWN CLERK

John Houser, Codes Officer,- Updates: John Houser stated that starting June 29, 2015 a student from Cazanovia College will be shadowing/interning with him. His name is Colin Spencer and he will be here one or two days a week for six to eight weeks. Supervisor Paul made a motion seconded by Councilor O'Hara to have Colin Spencer intern/shadow with John Houser. This will be no cost to the Town. Jim Gascon, Town Attorney, stated that if something should happen, he is covered by our insurance and also by the school insurance.

Ayes- Scanlon, Hunt, Paul, O'Hara and Pollard

Carried

Well Testing: John Houser stated that there are 7 completed well tests on Pleasant Valley Road. There were a total of twelve letters that went out, two people dropped out right away and some people weren't home. John should have the results shortly.

Discussion Agenda

Items from the Board:

Supervisor Paul stated that since it is about 6:15, she would like to take items 11 – 14 from the agenda and carry them over to the July 13, 2015 meeting. This way there will be time for the Board and any residents who want to take a tour of the park to work on the five – year plan for what will need to be done. She asked if any Board members had anything to say.

Councilor Scanlon stated that he has made a formal request for safety forms to Don MacLachlan, Highway Superintendent, and that he has not heard back from him. Councilor Scanlon wants to talk to the Highway Superintendent about an issue on Deer Path.

Supervisor Paul stated that the Little Library is now in Marcellus Park right by the playground.

The panic alarms were installed today at the Town Hall.

The Highway Department is working 5 days a week, eight hours a day instead of 4 days a week ten hour days.

Also, a reminder that the July Workshop Meeting will be at 5:00 at the Marcellus Fire Station.

Councilor Hunt made a motion seconded by Councilor Scanlon to adjourn the Marcellus Town Board meeting at 6:20 P.M.

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

Carried

Respectfully submitted,

Sandy Taylor, Town Clerk

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

AMBULANCE FUND

BALANCE ON HAND 4/30/15 \$ 249,892.80

REVENUE:

INTEREST EARNINGS 37.05

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 121,099.55

TOTAL REVENUE & RECEIPTS 121,136.60

TOTAL CASH AVAILABLE: \$ 371,029.40

DISBURSEMENTS:

TRANSFER TO CHECKING 121,099.55 (2014 AUD FB)

TOTAL DISBURSEMENTS: 121,099.55

BALANCE ON HAND 5/31/15 \$ 249,929.85

ESCROW ACCOUNT

BALANCE ON HAND 4/30/15 \$ 3,001.05

REVENUE:

INTEREST EARNINGS 0.65

OTHER RECEIPTS:

CHOCOLATE PIZZA 1,750.00

TOTAL REVENUE AND RECEIPTS: 1,750.65

TOTAL CASH AVAILABLE: \$ 4,751.70

DISBURSEMENTS:

TRANSFER TO CHECKING 2,462.50

TOTAL DISBURSEMENTS: 2,462.50

BALANCE ON HAND 5/31/15 \$ 2,289.20

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

FIRE FUND

BALANCE ON HAND 4/30/15		\$	154,690.24
REVENUE:			
INTEREST EARNINGS	25.03		
OTHER RECEIPTS:			
TRANSFER TO SOLVAY BANK	2,108.31		
TRANSFER TO SOLVAY BANK	187,389.48		
TOTAL REVENUE & RECEIPTS			189,522.82
TOTAL CASH AVAILABLE:		\$	344,213.06
DISBURSEMENTS:			
TRANSFER TO CHECKING	170,661.00		
TRANSFER TO CLOSE ACCT	2,108.31		
TOTAL DISBURSEMENTS:			172,769.31
BALANCE ON HAND 5/31/15		\$	171,443.75

PART TOWN GENERAL

BALANCE ON HAND 4/30/15		\$	187,680.16
REVENUE:			
INTEREST EARNINGS	12.97		
OTHER RECEIPTS:			
BUILDING	1,457.25		
NYSERDA	2,500.00		
DUE FROM GENERAL - P/R	589.94		
TOTAL REVENUE AND RECEIPTS:			4,560.16
TOTAL CASH AVAILABLE:		\$	192,240.32
DISBURSEMENTS:			
TRANSFER TO CHECKING	68,893.10		
TOTAL DISBURSEMENTS:			68,893.10
BALANCE ON HAND 5/31/15		\$	123,347.22

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

HIGHWAY TOWNWIDE

BALANCE ON HAND 4/30/15		\$ 1,117,692.80
REVENUE:		
INTEREST EARNINGS	152.97	
OTHER RECEIPTS:		
TRANSFER TO SOLVAY BANK	1,084,404.57	
TRANSFER TO SOLVAY BANK	-	
TOTAL REVENUE & RECEIPTS		<u>1,084,557.54</u>
TOTAL CASH AVAILABLE:		\$ 2,202,250.34
DISBURSEMENTS:		
TRANSFER TO CHECKING	10,507.01	
TRANSFER TO CLOSE ACCT	1,084,404.57	
BI-WEEKLY CLOCK ENTRY	24.00	
2014 ADJUSTMENTS	12,878.65	
TOTAL DISBURSEMENTS:		<u>1,107,814.23</u>
BALANCE ON HAND 5/31/15		<u><u>\$ 1,094,436.11</u></u>

PART TOWN HIGHWAY

BALANCE ON HAND 4/30/15		\$ 537,375.06
REVENUE:		
INTEREST EARNINGS	73.83	
OTHER RECEIPTS:		
TRANSFER TO SOLVAY BANK	104,543.15	
TRANSFER FROM GENERAL	0.00	
DUE FROM GENERAL - P/R	0.00	
TOTAL REVENUE AND RECEIPTS:		<u>104,616.98</u>
TOTAL CASH AVAILABLE:		\$ 641,992.04
DISBURSEMENTS:		
TRANSFER TO CHECKING	22,053.84	
TRANSFER TO PAYROLL	28,670.65	
TRANSFER TO CLOSE ACCT	104,543.15	
TOTAL DISBURSEMENTS:		<u>155,267.64</u>
BALANCE ON HAND 5/31/15		<u><u>\$ 486,724.40</u></u>

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

HYDRANT FUND

BALANCE ON HAND 4/30/15		\$	190,639.97
REVENUE:			
INTEREST EARNINGS	9.34		
OTHER RECEIPTS:			
TRANSFER TO SOLVAY BANK	175,971.22		
TRANSFER TO SOLVAY BANK	-		
TOTAL REVENUE & RECEIPTS			<u>175,980.56</u>
TOTAL CASH AVAILABLE:		\$	366,620.53
DISBURSEMENTS:			
TRANSFER TO CHECKING	0.00		
TRANSFER TO CLOSE ACCT	175,971.22		
TOTAL DISBURSEMENTS:			<u>175,971.22</u>
BALANCE ON HAND 5/31/15		\$	<u><u>190,649.31</u></u>

SEWER FUND

BALANCE ON HAND 4/30/15		\$	174,469.83
REVENUE:			
INTEREST EARNINGS	7.54		
OTHER RECEIPTS:			
TRANSFER TO SOLVAY BANK	61,887.87		
TRANSFER FROM GENERAL	0.00		
DUE FROM GENERAL - P/R	0.00		
TOTAL REVENUE AND RECEIPTS:			<u>61,895.41</u>
TOTAL CASH AVAILABLE:		\$	236,365.24
DISBURSEMENTS:			
TRANSFER TO CHECKING	160,954.94		
TRANSFER TO PAYROLL	0.00		
TRANSFER TO CLOSE ACCT	61,887.87		
TOTAL DISBURSEMENTS:			<u>222,842.81</u>
BALANCE ON HAND 5/31/15		\$	<u><u>13,522.43</u></u>

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

LIMELEDGE WATER FUND

BALANCE ON HAND 4/30/15 \$ 115,628.66

REVENUE:

INTEREST EARNINGS 12.73

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 37,605.90

TRANSFER TO SOLVAY BANK -

TOTAL REVENUE & RECEIPTS 37,618.63

TOTAL CASH AVAILABLE: \$ 153,247.29

DISBURSEMENTS:

P/R DEDUCTIONS 0.00

DUE TO GENERAL 37,605.90

TOTAL DISBURSEMENTS: 37,605.90

BALANCE ON HAND 5/31/15 \$ 115,641.39

PAYROLL

BALANCE ON HAND 4/30/15 \$ 111,771.97

REVENUE:

INTEREST EARNINGS 14.09

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 21,229.08

RETIREE HEALTH INSURANCE 5,326.00

DUE FROM GENERAL 0.00

TRANSFERS FROM OTHER FUNDS 88,124.74

TOTAL REVENUE AND RECEIPTS: 114,693.91

TOTAL CASH AVAILABLE: \$ 226,465.88

DISBURSEMENTS:

P/R DEDUCTIONS 29,571.06

NET PAYROLL 55,298.59

TRANSFER TO CLOSE ACCT 21,229.08

A/P CHECK PROCESS 5,638.80

ADJ. - CORRECTED BY BANK 8.00

PRIOR YRS. ADJUSTMENTS 39,831.04

TOTAL DISBURSEMENTS: 151,576.57

BALANCE ON HAND 5/31/15 \$ 74,889.31

TOWN OF MARCELLUS
GENERAL FUND
FOR THE MONTH OF MAY, 2015

BALANCE ON HAND 04/30/15		\$ 783,719.12
REVENUE:		
ADULT & REC FEES	682.00	
FRANCHISE FEES	170.28	
PARK & REC CHARGES	9,510.00	
PAVILION REVENUE	2,125.00	
INTEREST EARNINGS	99.90	
OTHER REVENUE	<u>6,935.73</u>	19,522.91
OTHER RECEIPTS:		
TAXES RECEIVABLE	5,492.36	
COURT REVENUE	5,625.00	
DUE FROM/TO OTHER FUNDS	<u>598,571.55</u>	609,688.91
TOTAL REVENUE AND RECEIPTS:		<u>629,211.82</u>
TOTAL INTEREST CHECKING CASH AVAILABLE:		\$ 1,412,930.94
EXPENDITURES:		
PAYROLLS 05/01/15	4,584.38	
05/15/15	6,410.50	
05/29/15	<u>39,227.44</u>	50,222.32
VOUCHERS 05/07/15	743.26	
05/13/15	373,212.51	
05/29/15	<u>35,210.66</u>	409,166.43
DISBURSEMENTS:		
PRIOR YEARS' ADJUSTMENTS		121,754.00
P&A FLEX ACCOUNT		<u>444.36</u>
TOTAL EXPENDITURES & DISBURSEMENTS:		<u>581,587.11</u>
BALANCE ON HAND 5/31/15		<u><u>\$ 831,343.83</u></u>

RECONCILIATION

BANK BALANCE 4/30/15	744,904.64	
DEPOSITS IN TRANSIT	0.00	
CURRENT ADJUSTMENTS	36.04	
PRIOR YEARS' ADJUSTMENTS	125,094.01	
OUTSTANDING CHECKS	<u>(38,690.86)</u>	
BALANCE PER ADJUSTED BANK BALANCE		<u><u>\$ 831,343.83</u></u>

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

AMBULANCE FUND

BALANCE ON HAND 4/30/15		\$	249,892.80
REVENUE:			
INTEREST EARNINGS	37.05		
OTHER RECEIPTS:			
TRANSFER TO SOLVAY BANK	121,099.55		
TOTAL REVENUE & RECEIPTS			<u>121,136.60</u>
TOTAL CASH AVAILABLE:		\$	371,029.40
DISBURSEMENTS:			
TRANSFER TO CHECKING	121,099.55		
TOTAL DISBURSEMENTS:			<u>121,099.55</u>
BALANCE ON HAND 5/31/15		\$	<u>249,929.85</u>

ESCROW ACCOUNT

BALANCE ON HAND 4/30/15		\$	3,001.05
REVENUE:			
INTEREST EARNINGS	0.65		
OTHER RECEIPTS:			
CHOCOLATE PIZZA	1,750.00		
TOTAL REVENUE AND RECEIPTS:			<u>1,750.65</u>
TOTAL CASH AVAILABLE:		\$	4,751.70
DISBURSEMENTS:			
TRANSFER TO CHECKING	2,462.50		
TOTAL DISBURSEMENTS:			<u>2,462.50</u>
BALANCE ON HAND 5/31/15		\$	<u>2,289.20</u>

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

FIRE FUND

BALANCE ON HAND 4/30/15		\$	154,690.24
REVENUE:			
	INTEREST EARNINGS		25.03
OTHER RECEIPTS:			
	TRANSFER TO SOLVAY BANK		2,108.31
	TRANSFER TO SOLVAY BANK		187,389.48
TOTAL REVENUE & RECEIPTS			<u>189,522.82</u>
TOTAL CASH AVAILABLE:		\$	<u>344,213.06</u>
DISBURSEMENTS:			
	TRANSFER TO CHECKING		170,661.00
	TRANSFER TO CLOSE ACCT		2,108.31
TOTAL DISBURSEMENTS:			<u>172,769.31</u>
BALANCE ON HAND 5/31/15		\$	<u><u>171,443.75</u></u>

PART TOWN GENERAL

BALANCE ON HAND 4/30/15		\$	187,680.16
REVENUE:			
	INTEREST EARNINGS		12.97
OTHER RECEIPTS:			
	BUILDING		1,457.25
	NYSERDA		2,500.00
	DUE FROM GENERAL - P/R		589.94
TOTAL REVENUE AND RECEIPTS:			<u>4,560.16</u>
TOTAL CASH AVAILABLE:		\$	<u>192,240.32</u>
DISBURSEMENTS:			
	TRANSFER TO CHECKING		68,893.10
TOTAL DISBURSEMENTS:			<u>68,893.10</u>
BALANCE ON HAND 5/31/15		\$	<u><u>123,347.22</u></u>

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

HIGHWAY TOWNWIDE

BALANCE ON HAND 4/30/15 \$ 1,117,692.80

REVENUE:

INTEREST EARNINGS 152.97

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 1,084,404.57

TRANSFER TO SOLVAY BANK -

TOTAL REVENUE & RECEIPTS

1,084,557.54

TOTAL CASH AVAILABLE:

\$ 2,202,250.34

DISBURSEMENTS:

TRANSFER TO CHECKING 10,507.01

TRANSFER TO CLOSE ACCT 1,084,404.57

BI-WEEKLY CLOCK ENTRY 24.00

2014 ADJUSTMENTS 12,878.65

TOTAL DISBURSEMENTS:

1,107,814.23

BALANCE ON HAND 5/31/15

\$ 1,094,436.11

PART TOWN HIGHWAY

BALANCE ON HAND 4/30/15

\$ 537,375.06

REVENUE:

INTEREST EARNINGS 73.83

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 104,543.15

TRANSFER FROM GENERAL 0.00

DUE FROM GENERAL - P/R 0.00

TOTAL REVENUE AND RECEIPTS:

104,616.98

TOTAL CASH AVAILABLE:

\$ 641,992.04

DISBURSEMENTS:

TRANSFER TO CHECKING 22,053.84

TRANSFER TO PAYROLL 28,670.65

TRANSFER TO CLOSE ACCT 104,543.15

TOTAL DISBURSEMENTS:

155,267.64

BALANCE ON HAND 5/31/15

\$ 486,724.40

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

HYDRANT FUND

BALANCE ON HAND 4/30/15		\$	190,639.97
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INTEREST EARNINGS	9.34		
OTHER RECEIPTS:			
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TRANSFER TO SOLVAY BANK	-		
TOTAL REVENUE & RECEIPTS			175,980.56
TOTAL CASH AVAILABLE:		\$	366,620.53
DISBURSEMENTS:			
TRANSFER TO CHECKING	0.00		
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SEWER FUND

BALANCE ON HAND 4/30/15		\$	174,469.83
REVENUE:			
INTEREST EARNINGS	7.54		
OTHER RECEIPTS:			
TRANSFER TO SOLVAY BANK	61,887.87		
TRANSFER FROM GENERAL	0.00		
DUE FROM GENERAL - P/R	0.00		
TOTAL REVENUE AND RECEIPTS:			61,895.41
TOTAL CASH AVAILABLE:		\$	236,365.24
DISBURSEMENTS:			
TRANSFER TO CHECKING	160,954.94		
TRANSFER TO PAYROLL	0.00		
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TOTAL DISBURSEMENTS:			222,842.81
BALANCE ON HAND 5/31/15		\$	13,522.43

TOWN OF MARCELLUS
MUNICIPAL ACCOUNTS
FOR THE MONTH OF MAY, 2015

LIMELEDGE WATER FUND

BALANCE ON HAND 4/30/15 \$ 115,628.66

REVENUE:

INTEREST EARNINGS 12.73

OTHER RECEIPTS:

TRANSFER TO SOLVAY BANK 37,605.90

TRANSFER TO SOLVAY BANK -

TOTAL REVENUE & RECEIPTS 37,618.63

TOTAL CASH AVAILABLE: \$ 153,247.29

DISBURSEMENTS:

P/R DEDUCTIONS 0.00

DUE TO GENERAL 37,605.90

TOTAL DISBURSEMENTS: 37,605.90

BALANCE ON HAND 5/31/15 \$ 115,641.39

PAYROLL

BALANCE ON HAND 4/30/15 \$ 111,771.97

REVENUE:

INTEREST EARNINGS 14.09

OTHER RECEIPTS:

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DUE FROM GENERAL 0.00

T'FERS FROM OTHER FUNDS 88,124.74

TOTAL REVENUE AND RECEIPTS: 114,693.91

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ADJ. - CORRECTED BY BANK 8.00

PRIOR YRS. ADJUSTMENTS 39,831.04

TOTAL DISBURSEMENTS: 151,576.57

BALANCE ON HAND 5/31/15 \$ 74,889.31

Contingency and Tax Stabilization Reserve Fund (GML Section 6-e)

- Purpose:** To finance certain unanticipated revenue losses or unanticipated expenditures chargeable to the “eligible portion of the annual budget,” and to lessen or prevent projected increases in excess of 2½ percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget.
- The law defines “unanticipated expenditure” as “an expenditure for a specific purpose for which there is no or insufficient appropriation or which will cause an appropriation to be insufficient that is necessitated by a change in federal or state laws, rules, or regulations, a court order, judgment or decree, a public emergency, or an industry-wide price, rate or premium increase, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget.”
- An “unanticipated revenue loss” means “estimated revenue which is rendered not receivable because of a change in federal or state laws, rules or regulations, a court order, judgment or decree, or other circumstance, which takes effect or occurs after final adoption of the annual budget and which could not have been reasonably anticipated prior to final adoption of the annual budget.”
- The “eligible portion of the annual budget” means, in the case of a contingency and tax stabilization reserve fund established for: (1) a county, city, village, or fire district, the general fund portion of the annual budget; (2) a town, the town-wide general fund and highway fund portions of the annual budget; and (3) the part of a town outside any villages, the general and highway fund portions of the annual budget for such part of the town.
- Who May Create:** Counties, cities, villages, and fire districts and towns (for town-wide and part-town general funds and highway funds).
- How to Create and Use:** Created by resolution of the governing board subject to permissive referendum. Generally, may be used only upon recommendation of the chief executive officer and resolution adopted by at least two-thirds of vote of the governing board.
- Source of Funds:** Budgetary appropriations, unappropriated unreserved fund balance, and such revenues not required by law to be paid into any other fund or account. No amount may be appropriated for payment into a contingency and tax stabilization reserve fund that would cause the balance of the fund to exceed 10 percent of the eligible portion of the annual budget for the fiscal year for which the appropriation would be made.

**Special Limitation
on Maximum
Amount in Fund:**

When preparing a tentative budget, if the current balance of the contingency and tax stabilization fund exceeds 10 percent of the eligible portion of the annual budget for the current fiscal year, any excess must be used to reduce the amount of real property taxes needed to finance the eligible portion of the annual budget for the next fiscal year.

There are three additional limitations on the use of moneys in the fund:

- The maximum that may be used to finance an unanticipated revenue loss shall equal either the amount of revenue actually received for the base year¹⁴ or the amount of the estimated revenue for the current fiscal year, whichever is less, minus the amount of the revenue actually received for the current year. In addition, moneys in the fund may be used only to finance that portion of an unanticipated revenue loss which, as a matter of law, cannot be financed from moneys available in any other account or fund.
- The maximum that may be used to finance an unanticipated expenditure shall equal the sum of the amount of the unanticipated expenditure and the amount appropriated for that purpose for the current fiscal year minus either the amount appropriated for that purpose for the current fiscal year or the actual expenditure for the same purpose in the base year, whichever is greater. In addition, moneys in the fund may be used only to finance that portion of an unanticipated expenditure that, as a matter of law, cannot be financed from moneys available in any other account or fund.
- The maximum that may be used to lessen or prevent a projected increase in excess of 2½ percent of real property tax levy needed to finance the eligible portion of the annual budget shall equal the difference between the projected amount of the real property tax levy and 102½ percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget for the current fiscal year.

**Use of Unexpended
Balances:**

Subject to a public hearing on 15 days notice, unexpended balances may also be transferred to a Retirement Contribution Reserve Fund.

¹⁴ Base year for this purpose means the most recent fiscal year for which an annual report has been filed with the State Comptroller pursuant to General Municipal Law Section 30.

RECEIVED
JUN 29 2015
 MARCELLUS TOWN CLERK

Marcellus Volunteer Fire Dept., Inc.
 BUDGET VS. ACTUALS: 2015 - FY15 P&L
 January - December 2015

Cash Basis

*Town's
 End of Quarter
 Report*

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Total Income			\$0.00	0.00%
Gross Profit	\$0.00	\$0.00	\$0.00	0.00%
Expenses				
Administrative				
AD-100 Computer	6,354.91	9,500.00	-3,145.09	68.89 %
AD-101 Insurance	34,364.28	38,000.00	-3,635.72	90.43 %
AD-103 Legal/Accounting	9,615.00	14,390.00	-4,775.00	68.82 %
AD-104 Office Supplies	726.58	1,931.00	-1,204.42	37.63 %
AD-105 Phone	1,121.73	4,200.00	-3,078.27	26.71 %
AD-106 Xerox Lease	632.00	1,800.00	-1,168.00	35.11 %
AD-107 Travel	1,987.86	500.00	1,487.86	397.57 %
AD-108 Postage	152.95	500.00	-347.12	30.59 %
AD-110 Miscellaneous	280.00	600.00	-320.00	46.67 %
AD-112 CHIEF'S CAR	12,000.00	12,000.00	0.00	100.00 %
Total Administrative	67,235.31	83,421.07	-16,185.76	80.60 %
Building				
BD-100 Cleaning	2,954.43	4,500.00	-1,545.57	65.65 %
BD-102 Utilities	13,433.71	26,945.00	-13,511.29	49.86 %
BD-103 Maintenance	12,523.36	30,000.00	-17,476.64	41.74 %
BD-104 Supplies	352.74	1,500.00	-1,147.26	23.52 %
Total Building	29,264.24	62,945.00	-33,680.76	46.49 %
Operations				
FD-100 Turn Out Gear	11,480.00	18,000.00	-6,520.00	63.78 %
FD-101 Communication Equipment	2,725.70	6,000.00	-3,274.30	45.43 %
FD-102 Loose Equipment	11,277.50	18,000.00	-6,722.50	62.65 %
FD-103 L/O/F Vehicle Repair	11,369.67	22,569.00	-11,199.33	50.38 %
FD-104 Maintenance Small Equipment	1,435.00	8,500.00	-7,065.00	16.88 %
FD-105 SCBA	101.69	4,000.00	-3,898.31	2.54 %
FD-106 Training	2,968.43	9,500.00	-6,531.57	31.25 %
FD-107 Fire Prevention		2,500.00	-2,500.00	
FD-108 Membership Recognition	1,020.00	3,500.00	-2,480.00	29.14 %
FD-109 Physicals/Fit Test	125.00	6,500.00	-6,375.00	1.92 %
FD-110 Fuel	2,118.73	9,000.00	-6,881.27	23.54 %
FD-111 Response Supplies	501.34	1,500.00	-998.66	33.42 %
FD-112 EMS Supplies	101.43	2,000.00	-1,898.57	5.07 %
Total Operations	45,224.49	111,569.00	-66,344.51	40.54 %
Uncategorized Expense	0.00		0.00	
Total Expenses	\$141,724.04	\$257,935.07	\$ -116,211.03	54.95 %
Net Operating Income	\$ -141,724.04	\$ -257,935.07	\$116,211.03	54.95 %
Net Income	\$ -141,724.04	\$ -257,935.07	\$116,211.03	54.95 %

Tuesday, Jun 30, 2015 10:59:09 AM PDT GMT-4 - Cash Basis

Truck Reserve: \$250,695.94
 74,925.00 - out of Fund Bal.
~~325,620.94~~

Bd. Reserve: \$43,360.02

TOWN OF MARCELLUS
GENERAL FUND
FOR THE MONTH OF MAY, 2015

BALANCE ON HAND 04/30/15 \$ 783,719.12

REVENUE:

ADULT & REC FEES	682.00	
FRANCHISE FEES	170.28	
PARK & REC CHARGES	9,510.00	
PAVILION REVENUE	2,125.00	
INTEREST EARNINGS	99.90	
OTHER REVENUE	6,935.73	19,522.91

OTHER RECEIPTS:

TAXES RECEIVABLE	5,492.36	
COURT REVENUE	5,625.00	
DUE FROM/TO OTHER FUNDS	598,571.55	609,688.91

TOTAL REVENUE AND RECEIPTS:

629,211.82

TOTAL INTEREST CHECKING CASH AVAILABLE:

\$ 1,412,930.94

EXPENDITURES:

PAYROLLS 05/01/15	4,584.38	
05/15/15	6,410.50	
05/29/15	39,227.44	50,222.32
VOUCHERS 05/07/15	743.26	
05/13/15	373,212.51	
05/29/15	35,210.66	409,166.43

DISBURSEMENTS:

PRIOR YEARS' ADJUSTMENTS		121,754.00
P&A FLEX ACCOUNT		444.36

TOTAL EXPENDITURES & DISBURSEMENTS:

581,587.11

BALANCE ON HAND 5/31/15

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RECONCILIATION

BANK BALANCE 4/30/15		744,904.64
DEPOSITS IN TRANSIT		0.00
CURRENT ADJUSTMENTS		36.04
PRIOR YEARS' ADJUSTMENTS		125,094.01
OUTSTANDING CHECKS		(38,690.86)

BALANCE PER ADJUSTED BANK BALANCE

\$ 831,343.83

General Adjustments to Bank

1/15	2010 Adjustments - Due from P/R	77,114.82
"	" - Due to DB	< 9,753.317
"	" - Due from SF	226,380.00
	2012 Adjustments - Due to DA	< 660,767
"	" - Due to DB	< 96,037.687
	2013 Adjustments - Due from SF	139,322.00
"	" - Due to DA	< 130,462,967
"	" - Due to DB	< 90,645.407
"	" - Due from SW	9,837.36
	2014 Adjustments - Due from DA	< 20,559.00
"	" - Due from DB	< 20,559.00
		<u>\$ 166,212.01</u>
		<u>\$ 125,094.01</u>

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

July 13, 2015

The following resolution was offered by Councilor _____, who moved its adoption, seconded by Councilor _____, to wit:

WHEREAS, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. C-2015, "A Local Law Providing for the Defense and Indemnification of Town of Marcellus Officers and Employees," which local law sets forth that the Town will provide legal defense and indemnification for Town officers and employees in certain enumerated civil and criminal matters which arise out of the officers' and employees' performance of their public employment and/or duties, was presented and introduced at a regular meeting of the Town Board of the Town of Marcellus held on June 8, 2015; and

WHEREAS, a public hearing was held on such proposed local law on this 13th day of July, 2015, by the Town Board of the Town of Marcellus and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Marcellus in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

WHEREAS, the enactment of Proposed Local Law No. C-2015 has previously been determined to be an unlisted action and will have no significant effect on the environment thus concluding the SEQR review process; and

WHEREAS, it is in the public interest to enact said Proposed Local Law No. C-2015.

NOW, THEREFORE, it is

RESOLVED, that the Town Board of the Town of Marcellus, Onondaga County, New York, does hereby enact proposed Local Law No. C-2015 as Local Law No. 3-2015 as follows:

“TOWN OF MARCELLUS

PROPOSED LOCAL LAW NO. 3 of 2015

**A LOCAL LAW PROVIDING FOR THE DEFENSE AND INDEMNIFICATION
OF TOWN OF MARCELLUS OFFICERS AND EMPLOYEES**

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

SECTION 1. AUTHORITY

This local law is enacted pursuant to the New York State Constitution, New York Municipal Home Rule Law § 10 and Public Officers Law §17.

SECTION 2. DEFINITIONS

EMPLOYEE – Any person holding a position by election, appointment or employment in the service of the Town of Marcellus whether or not compensated, but shall not include an independent contractor. The term “employee” shall include a former employee, his estate or judicially appointed personal representative.

SUPERVISOR – The Supervisor of the Town of Marcellus.

TOWN – The Town of Marcellus, New York.

TOWN ATTORNEY – The duly appointed attorney of the Town of Marcellus.

TOWN BOARD – The Town Board of the Town of Marcellus.

SECTION 3. PROVISION OF DEFENSE OF EMPLOYEE

A. Upon compliance by the Employee with the provisions of Section 5 of this Local Law, the Town shall provide for the defense of the Employee:

1. in any civil action or proceedings in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the Employee was acting or in good faith purporting to act within the scope of his public employment or duties. Such defense shall not be provided where such civil action or proceeding is brought by or on behalf of the Town; or

2. in any criminal proceeding in a state or federal court arising out of any act which occurred while the Employee was acting within the scope of his or her public employment or duties, provided the Employee is acquitted or the criminal charges against the Employee are dismissed.
- B. Subject to the conditions set forth in this Local Law, the Employee shall be represented by the Town Attorney or an attorney employed or retained by the Town for the defense of the Employee. The Town Board shall employ or retain an attorney for the defense of the Employee whenever: the Town does not have a Town Attorney; the Town Board determines based upon its investigation and review of the facts and circumstances of the case that representation by the Town Attorney would be inappropriate; or a court of competent jurisdiction determines that a conflict of interest exists and that the Employee cannot be represented by the Town Attorney. Reasonable attorney's fees and litigation expenses shall be paid by the Town to such attorney employed or retained, from time to time, during the pendency of the civil action or proceeding subject to certification by the Town Supervisor that the Employee is entitled to representation under the terms and conditions of this Local Law. Payment of such fees and expenses shall be made in the same manner as payment of other claims and expenses of the Town. Any dispute with respect to representation of multiple Employees by the Town Attorney or by an attorney employed or retained for such purposes or with respect to the amount of the fees or expenses shall be resolved by the court.
 - C. Where the Employee delivers process and a request for a defense to the Town Attorney or the Supervisor as required by Section 5 of this Local Law, the Town Attorney or the Town Board, as the case may be, shall take the necessary steps including the retention of an attorney under the terms and conditions provide in Subsection B of this Section on behalf of the Employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the Town to provide a defense.

SECTION 4. INDEMNIFICATION OF EMPLOYEE

- A. Subject to the conditions set forth in this Local Law, the Town shall indemnify and hold harmless its Employee in the amount of any judgment obtained against such Employee in a state or federal court or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the Employee was acting within the scope of his public employment or duties, provided, further that in the case of a settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the Town Board.
- B. The duty to indemnify and save harmless prescribed by this Section shall not arise where the injury or damages result from intentional wrongdoing or recklessness on the part of the Employee.
- C. Nothing in this Section shall authorize the Town to indemnify or save harmless an Employee with respect to punitive or exemplary damages, fines or penalties or money recovered from an Employee pursuant to § 51 of the General Municipal Law; provided,

however, that the Town shall indemnify and save harmless its Employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reasons of an adjudication that an Employee acting within the scope of his public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of New York State or of the United States.

- D. The limit of indemnification under this Local Law shall be the limit of liability in the pertinent and applicable public officials' and/or employees' liability insurance policy maintained by the Town, and all Employees shall fully cooperate with said insurer, and failure to so cooperate shall be a waiver of any rights of the Employee under this Local Law.

SECTION 5. CONDITIONS OF DEFENSE AND INDEMNIFICATION

- A. The duty to defend provided in this Local Law shall be contingent upon:

1. delivery to the Town Attorney or, if none, to the Supervisor of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after he/she is served with such document; and
2. the full cooperation of the Employee in the defense of such action or proceeding and defense of any action or proceeding against the Town based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request that the Town provide for the Employee's defense pursuant to this Local Law unless the Employee shall state in writing that a defense is not requested.

- B. The duty to indemnify and save harmless prescribed by this Local Law shall be conditioned upon the full cooperation of the Employee in the defense of such action or proceeding and in defense of any action or proceeding against the Town based upon the same act or omission of the Employee, and in the prosecution of any appeal.

- C. Upon entry of a final judgment against the Employee, or upon the settlement of the claim, the Employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail, within thirty (30) days of the date of entry or settlement, upon the Supervisor; and if not inconsistent with the provisions of this Local Law, the amount of such judgment or settlement shall be paid by the Town.

SECTION 6. BENEFITS TO EMPLOYEES

The benefits of this Local Law will inure only to Employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provisions of this Local Law be construed to affect, alter or repeal any provisions of the Workers' Compensation Law.

SECTION 7. CONSTRUUAL OF PROVISIONS

- A. The provisions of this Local Law shall not be construed to alter, limit or modify the rights and obligations of any insurer under any policy of insurance.
- B. Except as otherwise specifically provided in this Local Law, the provisions of this Local Law shall not be construed in any way to impair, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any unit, entity, officer or employee of any public entity by, in accordance with or by reason of any other provision of state or federal statutory or common law.

SECTION 8. NOTICE BY CLAIMANT

This article shall not in any way affect the obligation of any claimant to give notice to the Town under § 50-e of the General Municipal Law or any other provision of law.

SECTION 9. SEVERABILITY

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 10. EFFECTIVE DATE

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

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	Yes/No
Chris Hunt	Councilor	Voted	Yes/No
Kevin O’Hara	Councilor	Voted	Yes/No
Karen Pollard	Councilor	Voted	Yes/No
Mary Jo Paul	Supervisor	Voted	Yes/No

The foregoing resolution was thereupon declared duly adopted.

DATED: July 13, 2015

ARTS • CENTER **redHOUSE**

THIS CONTRACT is for the services of **Red House Arts Center, Inc** on the engagement described herein made on **May 17, 2015** between the undersigned producer, **Red House Arts Center, Inc.** (herein referred to as "Producer") and the undersigned presenter **NAME** (herein referred to as "Presenter").

PRODUCER

- Producer agrees to bring a 60 minute, fully mounted, family friendly version of **Much Ado About Nothing** to EXACT LOCATION to be performed on **July 14th at 7pm.**
- Producer agrees to provide full audio and stage equipment necessary to mount the performance.
- Producer agrees to bring full technical staff to load in and load out the production.
- Producer agrees to provide Presenter with PR materials to promote event.

PRESENTER

- Presenter agrees to provide producer with an on site contact person one hour prior to the event from 6pm to 8:30 pm on day of performance.
- Presenter agrees to provide an outdoor playing area of 20 feet by 20 feet with minimum height of 10 feet.
- Presenter agrees to provide access to 2 separate circuits on separate circuit breakers for full sound and lights. If there is a problem with this Presenter can contact Redhouse Technical Director Josh Reid to make appropriate arrangements.
Josh@theredhouse.org.
- Presenter agrees to schedule a site visit if necessary with Redhouse stage Manager prior to event.
- Presenter agrees to provide arrange for a rain site if so desired.

-Presenter agrees to pay Red House Arts Center, Inc a fee of \$500.00 on or before July 3rd, 2015.

OTHER ISSUES

1. Either party agrees to hold the other party, their agents, and employees harmless from any and all liability flowing from the performance by whatever means and for whatever reason.
2. The Presenter's and Producer's obligations are subject to detention or prevention by: illness, accidents, acts of God, riots, strikes, labor difficulties, epidemics, acts of order of public authority, or any other causes beyond performer's or producer's control.
3. The parties agree that the laws of the state of New York shall govern this Contract, and that the courts of New York shall have exclusive jurisdiction over any legal disputes herein.
4. This document represents the entire agreement between parties, and no other agreement, covenant, or representation of any kind shall bind either party without express intent of the contrary.

Agreed on this Day of May 17, 2015:

Laura Austin

Name



Sandy Taylor

Reagan INS

From: Mary Jo Pau; [maryjo2@twcny.rr.com]
Sent: Monday, June 29, 2015 11:18 AM
To: Sandy Taylor
Subject: FW: Insurance Quote - Uninsured & Underinsured Motorist Coverage

Please give to Mary Jo.

From: Tom Reiley [mailto:Tom.Reiley@reagancompanies.com]
Sent: Monday, June 29, 2015 10:40 AM
To: Mary Jo Pau;
Cc: Pamela Vann
Subject: Insurance Quote - Uninsured & Underinsured Motorist Coverage

Mary Jo,

Just received an email from our underwriter that our renewal quotation had already increased this coverage limit from \$50,000 up to \$1,000,000. I wish they had told me this beforehand so it was correct on my proposal. See below for a breakout with different coverage limits for this coverage:

\$1,000,000 UM Motorist - \$10,605 As my proposal
\$500,000 UM limit - \$10,384 (\$221 savings)
\$300,000 UM limit - \$10,215 (\$390 savings)
\$50,000 UM Limit - \$9,825 (\$780 savings)

Sorry for this mishap but Selective and the Reagan Companies do hope to continue our relationship with the Town. Thanks and look forward to hearing from you.

Thomas J. Reiley, Commercial Producer, ARM
Reagan Companies, Inc.
Phone: (315) 673-5317
Fax: (315) 673-1121
EMail: Tom.Reiley@ReaganCompanies.com
www.ReaganCompanies.com

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Sandy Taylor

From: Stacy Hurlbut [SHurlbut@ESAINSURANCE.com]
Sent: Friday, June 26, 2015 11:23 AM
To: Sandy Taylor
Cc: Jamieson Persse
Subject: TMarcellus - Optional UM Quote

Good Morning, Mary Jo: Jamie asked that I provide you with an optional quote to increase the Uninsured Motorist limit on the auto policy from your current \$50,000 to \$1,000,000. The total additional increase would be approximately \$551 (Additional \$541 on the Auto policy plus \$9.84 additional Capitalization Fee).

Please let me know if you need anything further or have any questions.

Regards,



Stacy J. Hurlbut, ACSR
Account Executive ~ Public Entity Unit

Eastern Shore Associates
101 Cayuga Street, PO Box 480
Fulton, NY 13069
315.598.6000 Ext 1690 Office
315.598.1183 Fax
shurlbut@esainsurance.com Email



"Great Service Is Our Policy!"

[How are we doing?](#) | [Check out our latest video!](#) | www.esainsurance.com | Download our app for the [Android](#) or [iPhone!](#)

Please note that email will not be effective to bind or amend coverage or report a claim until such time as you receive confirmation from the agency that the request has been processed.

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For more information please visit <http://www.mimecast.com>

Sandy Taylor

From: Stacy Hurlbut [SHurlbut@ESAINSURANCE.com]
Sent: Thursday, June 25, 2015 2:28 PM
To: Sandy Taylor
Cc: Jamieson Persse
Subject: Town of Marcellus - Eastern Shore Associates' Insurance Proposal
Attachments: TMarcellus - ESA 2015 Proposal.pdf

Good Afternoon, Sandy: Could you please distribute the following email and proposal to Mary Jo?

Good Afternoon, Mary Jo: Attached please find our proposal for your 2015 insurance program. While we are unsure how our premium compares to your current program, we are confident that we have presented you with a comprehensive insurance product that protects the interests of the Town of Marcellus. I know that Jamie has already discussed the NYMIR program as a whole, so I'd like to focus in on some of the key coverages differences:

- ❖ Within our proposal we have included the property and liability coverage for the Firehouse and we can add the Marcellus Fire Department as an Additional Insured as required in the agreement between the two parties. The Town currently has a separate Utica policy to cover this exposure. The Town would be able to cancel this policy as it would not be needed if coverage is placed in our NYMIR program.
- ❖ The NYMIR Property policy automatically provides Flood & Earthquake coverage up to \$1,000,000 and is intended to protect your scheduled municipal buildings and/or contents from these potentially catastrophic causes of loss. Coverage would be excess over any available NFIP coverage for property located in Flood Zones A, V & D.
- ❖ Our quote includes Equipment Breakdown coverages for your boilers and building machinery such as heating, cooling, and electrical systems. Does your current program provided protection for losses incurred as a result of Equipment Breakdowns?
- ❖ The NYMIR General Liability aggregate of \$2,000,000 applies per location. Most insurance policies are restricted to one aggregate that applies per policy period.
- ❖ Coverage for acts of terrorism is automatically included up to the full policy limits. Many competitors policies either do not offer coverage for acts of terrorism or coverage can be purchased for an additional premium. Does your current policy include Terrorism coverage?
- ❖ Our NYMIR General Liability also includes third party coverage for Sudden & Accidental Pollution Liability. A separate limit of \$1,000,000 per occurrence is included to protect the Town against suits for bodily injury or property damage arising out of pollutants that have been released due to a sudden and accidental event that is otherwise covered and released from your premises. Examples are herbicides, above ground storage tanks, water treatment and sewer plants. It does not appear that your current policy provides Pollution Liability coverage as it is indicated as a coverage "option available".
- ❖ One of the key coverage differences between our program and your current program is the valuation for your medium to heavy vehicles and your equipment and tools coverage. The physical damage for your medium to heavy dumps and trucks will be covered on our Liberty Inland Marine policy. This policy will also provide physical damage coverage for your larger mobile equipment items, equipment such as mowers, grinder, snowblower, etc, and also for your miscellaneous tools. Our Liberty Inland Marine policy will provide Replacement Cost coverage for items that are 10 years old and newer. Items older than 10 years will be valued for Actual Cash Value. Your current Inland Marine policy provides coverage for all items, new and old, at Actual Cash Value. This is a drastic coverage difference especially considering that at least half of the items that we are insuring on the Inland Marine qualify for Replacement Cost coverage. It also does not appear that your current policy provides coverage for any miscellaneous tools and equipment. Because the valuation between your existing policy and our policy are different, the values will need to be reviewed to ensure that they reflect the true replacement cost value. In the event of a covered loss, the policy would not pay more than the value listed for a particular item.

- ❖ Our Inland Marine policy also provides a higher Leased, Rented, Borrowed Equipment limit at \$250,000 versus your current \$100,000 limit.
- ❖ The deductibles on our Inland Marine policy would also be lower for various items. Your current policy carries a \$500 deductible for all items. The deductibles on our policy would be \$500 for Dumps & Trucks and a \$250 deductible for All Other Items.
- ❖ Our NYMIR Public Officials Liability is another area that affords broader protection for the Town. According to the paperwork you provided, your current policy does not provide first dollar defense coverage and the defense coverage is within the policy limits. That means that when the Town is faced with a lawsuit, you would have to pay the first \$2,500 deductible before the insurance company would begin to defend you; and the amount of money that is accrued in defense costs would reduce your liability limit available to settle the claim. Our policy provides first dollar defense coverage. Therefore, when a claim is filed against the Town for a covered loss, NYMIR would begin to defend you immediately and you would not be responsible for paying a deductible first. The Town would only pay the \$2,500 deductible when an indemnity payment is made. Since approximately 80% of all claims involve only defense costs, this could result in significant savings in the event of a covered loss. Also, our defense costs are outside the limit of liability and are paid in addition to the liability limit on the policy. Therefore, defense costs will not reduce your policy limit.
- ❖ Our Public Officials policy also provides coverage for Land Use Liability. Zoning and land use claims are an active area of litigation for municipalities and many competitors do not address this issue.
- ❖ NYMIR also includes False Lien Coverage that has come about as a result of the Sovereign Citizen Movement. NYMIR will pay on behalf of the Insured the cost of removing false liens that are placed on insured's personal or real property up to the policy limit.
- ❖ The NYMIR Excess policy has been quoted using a \$4,000,000 Occurrence limit and carries an \$8,000,000 Aggregate limit. The Town's current policy only provides limits of \$3,000,000 Each Occurrence / \$3,000,000 Aggregate.
- ❖ Lastly, we have provided Public Employee Dishonesty coverage with a \$25,000 Per Employee limit in lieu of your current \$25,000 Blanket limit that would apply to the entire loss without consideration of the number of employees involved.

These enhanced coverages coupled with the value-added services of a free onsite professional property appraisal, numerous loss control services and access to free online training through the state of the art online NYMIR University offer a comprehensive insurance and risk management program for the Town of Marcellus. NYMIR currently insures over 800 subscribers in New York State and is sponsored by the Association of Towns, the Conference of Mayors, and the Association of Counties. They are an insurance company for local governments, run by local government officials, and responsive to the ever changing needs of today's municipalities.

If you have any questions or wish to discuss anything further, please feel free to contact myself or Jamie Perse directly at (315)546-3760.

We appreciate the opportunity to quote the insurance needs for the Town of Marcellus and look forward to working with you in the future.

Regards,



Stacy J. Hurlbut, ACSR
Account Executive ~ Public Entity Unit

Eastern Shore Associates
101 Cayuga Street, PO Box 480
Fulton, NY 13069
315.598.6000 Ext 1690 Office

Dear Town Resident,

Enclosed you will find a check for refund of part of the taxes you paid as a resident of the

(A) Falls Road Water District

(B) Falls Road Water District – Ext. 1

for the years 2011, 2012, 2013 and 2014.

Up until 2010 you had been paying taxes to cover both the fire hydrant maintenance fee as well as the debt fee for the construction of the water district. Although the Town continued to collect for both, the debt was paid off in 2010. Therefore, your yearly taxes should have shown a reduction but did not.

Calculations show each property/unit should be refunded:

(A) \$377.00

(B) \$282.75

Going forward you will pay only for the hydrant maintenance fee, currently approximately \$9.00 per year.

The Town Board is correcting this previous oversight and wishes to apologize for the error.

Sincerely,

The Marcellus Town Board

Kevin
O'Hara

John
Scanlon

Karen
Pollard

Chris
Hunt

Mary Jo
Paul

1000 SAFETY

1001 Workplace Safety

Policy Statement – Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the Town to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

Employee Responsibility – In an effort to protect all employees and to safeguard equipment and property, before an employee begins a given task, it is the responsibility of the employee to fully understand the correct operation and possible hazards involved, safety procedures, and necessary safety equipment required to perform the job.

Safety Program – The Town's safety program includes, but is not limited to, the following:

- A Safety Committee, comprised of three employees and three administrative officials, which will meet on a quarterly basis;
- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting inspections to find and eliminate unsafe working conditions and practices, control health hazards, and comply with the safety and health standards for every job;
- Training all employees in safety and health practices;
- Providing necessary personal protective equipment and instructions for its use and care;
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment;
- Investigating, promptly and thoroughly, every accident to find the cause and correct the problem to prevent future occurrences;
- Providing First Aid kits and fire extinguishers throughout buildings and facilities.

Accident Plan – In the event of an accident, an employee must immediately stop work and take the following steps:

- Eliminate the immediate cause of the accident;
- Provide aid to the injured person and summon for assistance;
- Call the Department Head/Superintendent of Highways immediately;
- If the accident appears serious, call an ambulance; and
- Take steps to prevent additional accidents.

FINANCIALS FINALLY FOR THE TOWN OF MARCELLUS

The Town of Marcellus, for the first time in 5 years, has an accurate accounting of its finances as the previous 5 years' AUDs (Annual Update Documents) required by the Office of the State Comptroller have been completed & accepted. The Town now knows how much money is in each fund, in each reserve and how much is truly "excess".

When the office of the State Comptroller reported that the Town of Marcellus had \$3 million, it was misunderstood by many who thought that meant \$3 million in EXCESS FUNDS—it does not! Some of that money is tied up in RESERVES that cannot be used except for the specified purpose of the reserve (truck, park, building capital, etc). Some money needs to remain in each fund as FUND BALANCE (20% of the fund is considered reasonable) for emergencies or delays in receiving revenue. The money in the Special Districts must remain within those districts to be used only for those districts. The rest is EXCESS MONEY, but has restrictions on how it can be used. Highway taxes can only be used for highway projects & expenses. Part-town taxes cannot be used for town-wide expenses. And RESERVES, no longer needed for their original purpose, can only be moved to another reserve once it's been declared defacto. Due to the restrictions on tax money, the Town has little "discretionary money".

Town taxpayers need to be aware that part of that \$3 million was also used out of the fund balance for unbudgeted expenses re: attorney's fees & settlement fees as well as DEC spill engineering expenses. Also, \$150,000 has been turned over to the Village of Marcellus as part of the sewer consolidation agreement and \$200,000 returned to EFC as unused money for the Limeledge Water District.

So as you can see, the Town certainly does not have \$3 million EXTRA just sitting around to be used however it wants!!!

The Board is working hard making decisions as to where funds should be and/or need to be situated. The financial accounting will be available online on the Town website under "Announcements" as soon as the Board makes its final decisions. If you have any further questions, please feel free to call Town Supervisor Mary Jo Paul at the Town Hall **673-3269 ext. 1** or at home **673-4432**.

*** RESERVES ***

A	Building Cap.	\$365,700
	Cemetery	7,051
	Park Cap.	57,757
	Unemployment Insurance	10,000
B	Unemployment Insurance ('16 budget)	2,000
DA	Highway Equipment	210,000
	Unemployment Insurance	5,000
DB	Unemployment Insurance	<u>5,000</u>
		\$662,508

A BUILDING CAP. RESERVE

\$ 5,700	from 2014 AUD
\$109,000	from A FB
\$130,000	from 2016 Budget(offset DB)
<u>\$121,000</u>	from Ambulance
\$365,700	

UNEMPLOYMENT INSURANCE RESERVES

A	\$2,034 (Voting Mach.) + \$8,000 (FB)	=	\$10,000
B	\$2,000 (added to 2016 budget)	=	\$ 2,000
DA	\$5,000 from FB		\$ 5,000
DB	\$5,000 from FB		<u>\$ 5,000</u>
			\$22,000

FUND BALANCES

A	\$500,000
B	- 0 - (should be \$36,000)
DA	\$97,000
DB	<u>\$75,000</u>
	\$672,000

DB \$190,000 EXCESS FUND BALANCE (roll forward to reduce TAX LEVY).
use **\$150,000** to off-set the \$190,000—add to budget items where needed:

A FUND BLDG CAP RESERVE	\$130,000	
B FUND CONTINGENCY	\$ 18,000	(should have \$36K FB)
B FUND UNEMPLY. INSUR.	\$ 2,000	

\$ 40,000 REDUCTION IN OVERALL TAX

LEVY 2016

NEEDED BOARD APPROVAL

Eliminate "Special" bank account & place in A FB \$163,730

Eliminate "Enterprise" bank account & place in A FB 8,457

Eliminate all Special District bank accounts & place with remaining 10 districts in HYDRANT, WATER & SEWER bank accounts

Declare DEFACTO the following reserves & move into other reserves:

A AMBULANCE to BUILDING CAP. \$121,071

A VOTING MACHINE to UNEMPLOYMENT INSURANCE 2,034

DA TRUCK & MACHINERY combined into HIGHWAY EQUIPMT 8,238

DB EQUIPMENT & REPAIR & place in UNEMPLYNT INSURANCE 1,056

Establish UNEMPLOYMENT INSURANCE RESERVES under A, B, DA & DB

A \$10,000 TOTAL--\$8K from FB & \$2,034 from defacto VOTING MACHINE RESERVE

B \$2,000 TOTAL-- \$2k to be added to 2016 budget

DA \$5,000 TOTAL -- \$5K from FB

DB \$5,000 TOTAL-- \$4K from FB & \$1,056 from EQUIPMENT & REPAIR RESERVE

Make adjustment to DRAINAGE account leaving \$1,459 & placing \$87,000 in A FB

FUND BALANCES
Based on OSC AUD for 2014

AUD TOTAL FIND BALANCE:

- Appropriated FB for next year
 - Unappropriated, Unreserved, Unassigned FB (EXCESS \$)
 - Reserves under that fund
-

A	GENERAL	TOWN-WIDE
	<u>\$463,328</u>	Includes special account \$163,000
+	\$72,493	Park Capital, Bldg. Capital, Cemetery & Voting Machines
	<u>\$535,821</u>	
+	<u>\$158,500</u>	For Truck from DA
	<u>\$694,321</u>	ADJUSTED TOTAL FOR FB
	\$694,321	
—	<u>\$72,493</u>	Reserves set aside
	\$621,828	TOTAL Unreserved FB
—	<u>\$100,000</u>	APPROPRIATED FOR 2015 budget
	\$521,828	TOTAL Unreserved/Unappropriated
—	<u>\$500,000</u>	NEEDED FB *
	\$21,828	Adjustment
+	<u>\$87,000</u>	From DRAINAGE
	\$108,828	
+	<u>\$8,457</u>	From ENTERPRISE
	\$117,285	
—	<u>\$8,000</u>	Unemployment Insurance Reserve
	<u>\$109,285</u>	BUILDING CAPITAL RESERVE
*	\$240,000	= 20% Recommended FB
	\$200,000	= Paper mill Demolition
	\$60,000	= DEC Fines
	<u>\$500,000</u>	NEEDED FB 2015/2016

B	GENERAL	TOWN-WIDE
	\$0	

DA	HIGHWAY	TOWN-WIDE	
	\$727,081	TOTAL FB 2014 AUD	
	<u>- \$8,238</u>	MACHINE RESERVE	
	\$718,843		
	<u>- \$72,493</u>	A **	<u>Wrongfully in DA — Should be in A</u>
	\$646,350		** Cemetery Reserve \$7,051.00
	<u>- \$158,500</u>	PREV. Truck	Park Capital Reserve \$57,657.00
	\$487,850		Bldg. Reserve \$5,751.00
	<u>- \$184,000</u>	2014 TRUCK PAID IN 2015	Voting Machine \$2,034.00
	\$303,850		<u>\$72,493.00</u>
	<u>- \$97,000</u>	FB (20%)	
	\$206,850	EXTRA FB	
	<u>+ \$8,238</u>	Machine reserve from above	
	\$215,088		
	<u>- \$5,000</u>	Unemployment Insurance Reserve	
	\$210,088	HIGHWAY EQUIPMENT RESERVE	

DB	HIGHWAY	PART TOWN (outside village)
	\$270,618	TOTAL FB 2014 AUD
	<u>- \$1,056</u>	EQUIPMENT RESERVE
	\$269,562	TOTAL Unreserved/Unappropriated
	<u>- \$75,000</u>	LEAVE FOR FB (20%)
	\$194,562	Use to offset 2016 taxes
	<u>- \$4,000</u>	Unemployment Insurance Reserve
	\$190,562	Apply to 2016 TAX LEVY

SF	FIRE DISTRICT	
	\$148,279	TOTAL FB 2014 AUD
	<u>- \$74,925</u>	TRUCK RESERVE 2015
	\$73,354	TRUCK RESERVE 2016
		then add back into 2017 Budget

SM-1 AMBULANCE

\$121,071 DEFACTO - Move to A BLDG CAPITAL

SPECIAL DISTRICTS

DRAINAGE	\$88,459	
	<u>- \$87,000</u>	ADJUSTMENT (Move to GEN A FB)
	\$1,459	REMAINING FB
HYD 1 (Dublin	\$13,457	Roll Forward
Rte. 174	\$21,129	Roll Forward
Falls Rd (2)	\$38,115	Refund
Howlett Hill	\$13,012	Roll Forward
So. Onondaga	\$5,503	Roll Forward
Limeledge	<u>\$37,602</u>	Roll Forward
	\$128,818	