

MARCELLUS TOWN BOARD AGENDA

August 10, 2015

CALL TO ORDER

SALUTE TO FLAG

1. Accept Town Clerk's minutes of previous meetings.
2. Approve monthly activity, monthly statement of accounts, audit of bills and budget adjustments
3. Resolution –To Create contingency and Tax Stabilization Reserve Fund
4. Resolution – To Adjust Financial Accounts and Reserve Funds
5. HR ONE proposal.
6. Toshiba Contract
7. TDK well testing report
8. Park Grant SEQR
9. Set Dates for Fall Trash Days
10. Court Clerk to attend conference
11. Recreation – Red House Agreement & Joanne Perry and the Combination

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, August, 27, 2015 – 7:00 pm Town Hall

Planning/Zoning Meeting – Thursday, September 3, 2015 – 7:00 pm Town Hall

Town Board Meeting – Monday, September 14, 2015 – 7:00 pm Town Hall

TOWN OF MARCELLUS
TOWN BOARD MEETING MINUTES

Monday, July 13, 2015

A Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Monday, July 13, 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: Jim Gascon, Town Attorney; John Houser, Codes Officer; Phil Coccia, Recreation Director; Bill Southern, Chris Christensen, Deana & Doug Fellows, Mike & Renee Alexander, Ron Schneider, Karen Cotter, Joe Durand, Stacey & Michael Ossit, Chris Mallone, Skaneateles Journal; Susan Dennis, Deputy Town Clerk and Sandy Taylor, Town Clerk

Supervisor Paul opened the meeting with the Pledge to the Flag.

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

Supervisor Paul asked if anyone had anything to say in favor of the Local Law. There were no comments. Supervisor Paul asked if anyone had anything to say against the Local Law. There were no comments. The Public Hearing was closed at 7:05 pm.

Agenda Item Added: Councilor Scanlon made a motion seconded by Councilor O'Hara to add to the agenda the Toshiba contract. This will be number 5 on the agenda.

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

Carried

Accept Minutes: Councilor O'Hara made a motion seconded by Councilor Pollard to accept the Town Clerks minutes from the June 8 and June 25, 2015 meetings.

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 #7 as of July 9, 2015, Claim Numbers 142378-142385, 142390-142444, 142454 – 142475.

	<u>Expenses</u>
General Fund	\$12,782.79
General Fund – Part Town	647.03
Highway – Town Wide	3,251.16
Highway – Part Town	34,000.50
Fire District	74,925.00
Ambulance Fund	70,760.25
Sewer District	13,500.00
Trust and Agency	24.00

Total

\$209,890.73

Bills paid between meetings: The following bills were paid on July 1, 2015.

<u>Voucher Number</u>	<u>Name</u>	<u>Amount</u>
142386	Constellation	\$55.39
142387	Constellation	3.14
142388	Constellation	3.20
142389	Constellation	<u>.73</u>
	Total	\$62.46

Board Members were given copies of the Activity Report as of June 29, 2015 and monthly statement of bank balances as of May 2015.

	<u>Total Revenue</u>	<u>Total Expense</u>
General Fund	\$1,028,737.57	\$ 508,978.72
General Fund – Part Town	178,991.14	66,637.17
Highway – Town Wide	432,869.01	201,605.58
Highway – Part Town	315,686.99	128,576.16
Fire District	509,312.28	486,147.50
Hydrant Fund	90,046.62	79,305.65
Ambulance Fund	283,166.60	154,327.50
Sewer District	122,454.33	274,423.50
Water District	94,720.83	10,687.82

Councilor Scanlon made a motion seconded by Supervisor Paul to approve and pay the bills, approve the monthly activity report as of June 29, 2015 and the monthly statement of bank balances as of May 2015.

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

Carried

Adoption of Local Law 3- 2015: A Local Law Providing for the Defense and Indemnification of Town of Marcellus Officers and Employees.

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION**

July 13, 2015

The following resolution was offered by Councilor Scanlon, who moved its adoption, seconded by Councilor Hunt, 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. CONSTRUAL 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, 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: July 13, 2015

Red House: Councilor O'Hara made a motion seconded by Councilor Hunt to approve the Red House Arts Center, Inc. to present Much Ado About Nothing on July 14, 2015 at 7:00 pm. This will be held at Marcellus Park with a rain location of Driver Middle School. The cost will be \$500.00

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

Carried

Toshiba Contract (Added Item): Supervisor Paul received a Toshiba Contract today. This contract would combine the two contracts (One for the upstairs copier and one for the downstairs copier) into one for a total of \$96.00 per month. Jim Gascon, Town Attorney, has made some changes to the contract and will have Supervisor Paul initial them before we send it back to Toshiba. Councilor O'Hara made a motion seconded by Councilor Scanlon to approve the modified contract for Toshiba.

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

Carried

Insurance Review: After reviewing the insurance contract from NYMIR and Reagan's, some of the Councilors had some questions. Supervisor Paul is going to contact both representatives and see if they can come to the July 23, 2015 Workshop Meeting to answer any questions.

Falls Road Refund: After some discussion on the amounts to be refunded for residents in the Falls Road Water District, it was decided that Supervisor Paul would rework the numbers. Once the numbers are reworked, it will be put on a future agenda.

Safety Committee: The safety committee meets on a quarterly basis. The following six people are on the safety committee, John Houser, Codes Officer; Chris Hunt, Councilor; John Scanlon, Councilor; Don MacLachlan, Highway Superintendent; Keith Ramsden, Park Employee; and Sandy Elsey, Secretary to Parks & Rec and Highway. It was suggested that they meet more often as needs arise. Discussion ensued regarding the proper protocol for employees to make the Safety Committee aware of such issues.

PUD (Planned Unit Development): Supervisor Paul went over the Town Boards responsibility as well as the responsibility of the Planning/Zoning Board if the Town should ever be presented with an application. Jim Gascon, Town Attorney, suggested that we don't get too far into the process until we are presented with one and then go through it step by step.

Reserves, Bank Accounts: After some discussion, Supervisor Paul will reduce the numbers so that there is a total of \$10,000 in unemployment insurance reserves for each fund. Supervisor Paul would like to send out a press release so that the residents have some clarification on the finances of the Town.

Supervisors Updates:

1. Community Development grant for \$37,000 for the renovations of bathrooms at the Park has been approved by Onondaga County and in October will be approved by HUD.
2. The Highway Department did an excellent job of getting the railing by the ramp at the Town Hall painted and secured.
3. The Town will be receiving additional money (over \$38,000) from the County for plowing.
4. In today's mail, the Town received the final paperwork for the BAN to Bond. Jim Gascon, Town Attorney, was going over all the papers with the Supervisor. Everything has to be signed and back in their hands by Thursday, July 16, 2015.

Items from the Board:

1. Councilor O'Hara would like to thank everyone for all their help in the Teal There's a Cure Race held on July 4, 2015. There were over 500 participants this year.
2. Councilor Scanlon noted that the Highway Superintendent is not at this meeting. He would like to talk to him about the daily activity logs and certifications for working on air brakes.

Items from the Floor:

1. Bill Southern, Sheehan Road, asked about the results from the water tests. Supervisor Paul stated that the results are in. Joe Durand, from TDK Engineers, will contact us with his analysis of the test results.

Councilor Scanlon made a motion seconded by Councilor Hunt to adjourn the Marcellus Town Board meeting at 8:45 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
 Thursday, July 23, 2015

A Workshop Meeting of the Town Board of the Town of Marcellus, County of Onondaga, State of New York was held on Thursday, July 23, 2015, at the Marcellus Fire Department, Slate Hill Road, Marcellus, New York at 5:00 pm.

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

Also present: Jim Gascon, Town Attorney; Don MacLachlan, Highway Superintendent; Chuck Paul, Phil Coccia, Recreation Director; Christopher Malone, Skaneateles Journal; Jamie Persse, Eastern Shore Associates; Tom Reiley, Reagan Insurance; Hugh Jones, Zero Draft; Deana Fellows, Joyce Frost and Sandy Taylor, Town Clerk.

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

A motion was made by Councilor O'Hara and seconded by Councilor Hunt to add Toshiba contract to the agenda.

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

The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk, Abstract #7 as of July 21, 2015, Claim numbers 142477 -142527.

	<u>Expenses</u>
General Fund	\$23,571.15
General Fund – Part Town	3,037.04
Highway – Town Wide	7,978.70
Highway – Part Town	4,754.43
Trust & Agency	2,173.46
Total	\$41,514.78

Bills paid between meetings: The following bill was paid on July 16, 2015.

Voucher Number	Name of Company	Amount
142476	Constellation	\$277.38

Councilor Pollard made a motion seconded by Councilor O'Hara to approve and pay the bills.

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

NYMIR Insurance Representative: Jamie Perrse, Representative for NYMIR Insurance, came to answer questions that the board had regarding NYMIR insurance.

Reagan Insurance Representative: Tom Reiley, Representative for Reagan Insurance, came to answer questions that the board had regarding Selective Insurance through Reagan and reduced the original proposal.

After both representatives left, Councilor Scanlon made a motion seconded by Supervisor Paul to approve the NYMIR insurance at a cost of \$36,585 per year.

Ayes – Scanlon, Paul

Nays – Pollard, Hunt, O’Hara

Councilor Pollard then made a motion seconded by Councilor Hunt to approve the insurance coverage from Selective Insurance through Reagan Insurance at a rate of \$41,097.

Ayes – Pollard, Hunt, O’Hara

Nays - Scanlon, Paul

Falls Road Water District Refunds: Councilor Scanlon made a motion seconded by Councilor Hunt to approve the Falls Road Water District Refunds at the following amounts:

Falls Road District	14 units at \$395.28 each for a total of \$5,533.92
Falls Road District – Ext. 1	116 units at \$400.68 each for a total of \$46,478.88

The total of both district refunds comes to \$52,012.80. These are for the tax years 2011 – 2014. The letters and refund check will go out by the end of the month.

Ayes – Pollard, Paul, Scanlon, O’Hara, Hunt

Carried.

Storm Water Update: John Houser, Codes Officer, was not at the meeting to give an update.

Well Water Testing on Pleasant Valley: (added item) Jim Gascon, Town Attorney, reviewed the results of the well water testing on Pleasant Valley Road. There were 7 wells tested and no acetone or chemical contaminants were found. There was some e-coli and coli form found and the Codes Officer notified the residents what measures to take. The Department of Health and DEC were also notified. Jim Gascon, asked that we close the spill issue with respect to the Highway Department. It is his opinion, that the Town should not need to do anything else.

Solar Energy: Hugh Jones, Director of Zero Draft Solar, spoke about the advantage of Installing Solar Panels on some/all of the Towns Buildings. Supervisor Paul asked the Board if they felt we should look into this some more, and they all agreed to. Supervisor Paul and the Town Clerk will compile and send the information he needs.

Bill Southern, Sheehan Road Resident, suggested that we contact the Regional Planning Board. They do a lot with Solar Panels.

Town Resident's Preference Employment: A resident asked if preference is given to Town Residents before any layoffs. According to our handbook, preference can be given to Town Residents for hiring, but nothing is said about laying off. Supervisor Paul has contacted Civil Service to find out if there are laws that pertain to this. She is waiting to hear back.

Supervisor Paul stated that a safety issue came to her attention. People coming and going to the Dr's and Dental Offices use our parking lot as a driveway. Some of the drivers don't slow down. The Safety Committee will look into what can be done.

Councilor Scanlon asked Don MacLachlan, Highway Superintendent, about the daily log sheets that the Highway Department fills out. Don MacLachlan will bring them to the next Safety Committee Meeting.

Phil Coccia, Recreation Director, stated that next week is a busy one.
Wednesday – Community Band Concert
Thursday – Concert in the Park
Friday- Red House is presenting “The Little Mermaid” at Driver Middle School.

Councilor O'Hara made a motion seconded by Councilor Pollard to adjourn the Marcellus Town Board meeting at 6:45 P.M.
Ayes – Pollard, Paul, Scanlon, O'Hara, Hunt Carried.

The Board will now take a tour of the Fire Department and the Highway Garage. Any residents were welcome to go along.

Respectfully submitted,

Sandy Taylor, Town Clerk

**TOWN BOARD RESOLUTION
TOWN OF MACELLUS**

SUBJECT TO PERMISSIVE REFERENDUM

At a regular meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 24 East Main Street, in said Town, County of Onondaga and State of New York on Monday, August 10, 2015 at 7:00 P.M., there were:

PRESENT:	Mary Jo Paul	Supervisor
	Karen Pollard	Councilor
	Kevin O'Hara	Councilor
	John Scanlon	Councilor
	Chris Hunt	Councilor

WHEREAS, the Town Board of the Town of Marcellus desires to create a new reserve fund to be known as the "Townwide Contingency and Tax Stabilization Reserve Fund" pursuant to Section 6-e of the N.Y. General Municipal Law; and

WHEREAS, the purpose of the Town of Marcellus Townwide Contingency and Tax Stabilization Reserve Fund shall be 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 two and one-half (2 ½) percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget; and

WHEREAS, the creation of the Town of Marcellus Townwide Contingency and Tax Stabilization Reserve Fund is in the best interest of the Town, its residents and taxpayers; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Marcellus hereby authorizes the creation of the Town of Marcellus Townwide Contingency and Tax Stabilization Reserve Fund; and

BE IT FURTHER RESOLVED, that this resolution is subject to permissive referendum as provided in Article 7 of the Town Law; and

BE IT FURTHER RESOLVED, that pursuant to Section 90 of the Town Law, that within ten (10) days from the date of this resolution the Town Clerk shall post and publish a notice which shall set forth the date of the adoption of the resolution, shall contain an abstract of said resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to permissive referendum, and shall publish such notice in the "Eagle Observer" newspaper published in Onondaga County having general circulation in the Town of Marcellus, and in addition thereto that the Town Clerk shall post or cause to be posted on both the sign board and Town website, a copy of such notice within ten (10) days after the date of adoption of this resolution.

Said resolution was offered by Councilor _____ and seconded by Councilor _____

Mary Jo Paul	Town Supervisor	Voted	Yes/No
John Scanlon	Councilor	Voted	Yes/No
Karen Pollard	Councilor	Voted	Yes/No
Kevin O'Hara	Councilor	Voted	Yes/No
Chris Hunt	Councilor	Voted	Yes/No

Date: August 10, 2015

**NOTICE OF ADOPTION OF TOWN OF MARCELLUS TOWN BOARD
RESOLUTION SUBJECT TO PERMISSIVE REFERENDUM**

NOTICE IS HEREBY GIVEN that at a regular meeting held on August 10, 2015 at 7:00 PM, the Town Board of the Town of Marcellus duly adopted a resolution, an abstract of which follows, which resolution is subject to a permissive referendum pursuant to Section 90 of the Town Law. The full resolution is available at the Town of Marcellus Town Hall located at 24 East Main Street, Marcellus, New York 13108 for review by all interested parties during regular business hours.

ABSTRACT

“Town Board Resolution, Town of Marcellus”

The purpose of this resolution create a new reserve fund to be known as the “Town of Marcellus Townwide Contingency and Tax Stabilization Reserve Fund” pursuant to Section 6-e of the N.Y. General Municipal Law. Said fund will have the effect of providing budgetary flexibility to the Town including financing certain unanticipated revenue losses or unanticipated expenditures chargeable to the eligible portion of the annual budget, and lessening or preventing projected increases in excess of two and one-half (2 ½) percent of the amount of the real property tax levy needed to finance the eligible portion of the annual budget.

LANGUAGE OF PROPOSITION

“Town Board Resolution, Town of Marcellus”

“Shall a resolution adopted by the Town Board of the Town of Marcellus, entitled “Town Board Resolution, Town of Marcellus”, a resolution to create a new reserve fund known as the “Town of Marcellus Townwide Contingency and Tax Stabilization Reserve Fund”, be approved?”

DATED: August 10, 2015

**SANDY TAYLOR
TOWN CLERK**

RESERVES

		2014 AUD	Additional Monies	FROM	MINUS 2015 EXPENSES	END 2015 START 2016
A		Building Capital \$5,700	\$121,000 \$115,000 \$100,000	Ambulance FB 2016 Budget To Offset DB	\$0	\$336,000
A		Park Capital \$57,757	\$0		\$7,000 FOR NEW ROOF ON WELSCOME CENTER	\$50,000
A		Cemetery \$7,051	\$3,000	FB	\$0	\$10,051
A		Unemployment Insurance \$0	\$2,034 \$2,500	Voting Machine FB	\$0	\$4,534
A	NEW	Townwide Contingency \$0	\$22,000 \$31,000	FB 2016 2016 Budget To Offset DB	\$0	\$53,000
B	NEW	Unemployment Insurance \$0	\$1,000	2016 Budget	\$0	\$1,000
(Truck & Mach.)						
DA		Highway Equipment \$8,238	\$212,838	FB	\$0	\$221,000
DA	NEW	Unemployment Insurance \$0	\$2,250	FB		\$2,250
DB	NEW	Unemployment Insurance \$0	\$1,056 \$1,200	Equipment FB		\$2,256

SPECIAL DISTRICT BANK ACCOUNTS

Drainage	\$88,459.00			
	— <u>\$87,000.00</u>	ADJUSTMENT (Move to GEN A FB)		
	\$1,459.00	REMAINING FB		
HYD 1	\$12,239.00	ADJUSTED	(Roll Forward \$6,000 M.Knolls /Dunbar)	
			+ (Roll Forward \$6,239 to A FB)	
RTE. 174	\$16,020.00	ADJUSTED	to A FB	
FALLS RD (2)	\$52,012.80	REFUND	Mailed out 7/30/2015	
HOWLETT HILL	\$12,312.00	ADJUSTED	Roll Forward	2016
SO. ONONDAGA	\$5,503.00		Roll Forward	2016
LIMELEDGE	\$22,000.00	ADDITIONAL FB from 2015		
	<u>\$37,602.00</u>	FB 2014		
	\$59,602.00	Roll Forward		2016

**TOWN OF MARCELLUS
TOWN BOARD RESOLUTION
ADJUST FINANCIAL ACCOUNTS AND RESERVE FUNDS
8/10/15**

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

WHEREAS, the Town Board wishes to adjust its financial accounts and reserve funds so
as to properly and more efficiently manage its accounts and budgets.

NOW, THEREFORE, be it resolved as follows:

1. "Special" bank account is hereby closed and the sum of \$163,750.00 is transferred to
the General "A" Fund Balance; and
2. The Enterprise Bank account is hereby closed and the sum of \$8,457.00 is transferred
to the General "A" Fund Balance; and
3. The following Special Accounts are closed and balances transferred as specified
below:
 - a. The Town hereby establishes a Hydrant District Bank Account and the
Special District Accounts indicated below are hereby closed and the balances
as indicated are transferred to the Hydrant District Bank Account:
 - i. Falls Rd. and Falls Rd. Ext 1 – \$52,012.00 refunded to residents and
all other account proceeds, now and in the future, are transferred to
Hydrant District Bank Account.
 - ii. Hyd 1 Dublin – \$12,239.00 balance transfer to Hydrant District Bank
Account.
 - iii. Dunbar – \$2,500.00 balance transfer to Hydrant District Bank
Account.
 - iv. Marcellus Knolls – \$3,500.00 balance transfer to Hydrant District
Bank Account.

- b. The Town hereby establishes a Water District Bank Account and the Special District Accounts indicated below are hereby closed and the balances as indicated are transferred to the Water District Bank Account:
 - i. Howlett Hill – \$12,312.00 transferred to the Water District Bank Account.
 - ii. Southern Onondaga – \$5,503.00 is transferred to the Water District Bank Account
 - iii. Marcellus Knolls Water District Ext. 1 – \$2,500.00 transferred to the Water District Bank Account.
 - iv. Route 174 – \$15,664.00 transferred to the Water District Bank Account.
 - v. Route 174 Extension #1 – \$356.00 transferred to the Water District Bank Account.
 - vi. Limeledge – \$36,094.00 transferred to the Water District Bank Account.
 - vii. Limeledge Extension #1 – \$1,511.00 transferred to the Water District Bank Account.
4. The following Fund Balance transfers are made for the purpose of establishing Unemployment Insurance Reserves for Accounts totaling \$10,000.00 stated below:
 - a. \$4,534.00 is hereby transferred into the “A” Fund Unemployment Insurance Reserve account. The funds are to be transferred from the Voting Machine Reserve of \$2,034.00 and the Voting Machine Reserve Fund is hereby closed. An additional \$2,500.00 is to be transferred from the Fund Balance of the “A” Fund into the Unemployment Insurance Reserve Fund of the “A” Fund.
 - b. \$2,250.00 is hereby transferred from the “DA” Fund, Fund Balance into the “DA” Fund Unemployment Insurance Reserve Fund.
 - c. \$2,256.00 is hereby transferred into an Unemployment Insurance Reserve Fund for the “DB” Fund. This total transfer of \$2,256.00 is to be made by transferring \$1,200.00 from the “DB” Fund Balance into the “DB” Unemployment Insurance Reserve Fund and \$1,056.00 is to be transferred from the “DB” Equipment and Repair Reserve Fund into the “DB” Unemployment Insurance Reserve Fund and the Equipment and Repair Reserve Fund is hereby closed.

5. The following Reserve Accounts are hereby closed and the balances in said Reserve Accounts are transferred as specified below:
 - a. The Ambulance Reserve Fund is closed and the \$121,071.00 balance is hereby transferred to the Building Capital Reserve Fund in the "A" Fund.
 - b. The Voting Machine Reserve Fund contained in the "A" Fund is closed and the balance of \$2,034.00 is transferred to the Unemployment Reserve Fund as specified in 4.a. above.
 - c. The Truck and Machinery Fund contained in the "DA" Fund is closed and the Fund balance of \$8,238.00 is transferred to a Highway Equipment Reserve Fund, which Fund is hereby created.
 - d. The Equipment and Repair Reserve Fund contained in the "DB" Fund is hereby closed and the account balance of \$1,056.00 is transferred to the newly created Unemployment Insurance Reserve Fund contained within the "DB" Fund as specified above in Section 4.c. of this Resolution.

6. The amount of \$87,000.00 is hereby transferred from the Special Drainage District Account to the "A" Fund Balance Account leaving \$1,459.00.

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
Christopher 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: August 10, 2015

Town of Marcellus Clerk



Retainer Agreement

PARTIES TO AGREEMENT

This Retainer Agreement is made by and between the Client and HR One Consulting, Inc., human resource and labor relations consultants, with its principal offices located at 220 West Manlius Street, East Syracuse, New York, 13057, herein referred to as "HR One."

The Client understands and agrees that HR One's role is limited to an advisory capacity and that the application and implementation of the information and services provided by HR One are the total responsibility of the Client. Furthermore, Client understands that neither HR One nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that HR One shall not be responsible to Client as a result of a determination made by a government agency and/or trier of fact absent gross negligence or willful misconduct of HR One, in which case damages shall be limited to consideration paid to HR One.

SCOPE OF SERVICES

The Client will:

- a) Provide administrative information necessary for HR One to properly provide service.
- b) Complete as required and return in a timely manner all appropriate forms supplied by HR One necessary to complete the project.
- c) Designate a *Client* employee as HR One's contact person who will gather internal information to assist HR One as appropriate.

HR One will:

Conduct meeting with all supervisors to develop a departmental performance appraisal. Discuss:
Identification of goals, development plan, evaluation rating system and format of final appraisal.

FEES FOR SERVICES

\$150 hour: approximate time – 2 hours. Invoices are due upon receipt.

TRAVEL: The client is responsible for reimbursing HR One for any travel expenses. The mileage rate that will be charged shall be in accordance with the current mileage rate allowed by the Internal Revenue Service.

Town of Marcellus
Client Name

HR One Consulting, Inc.

Client Representative

Date

HR One Representative

Date

Corporate Office:
 220 W. Manlius Street
 P.O. Box 118
 East Syracuse, NY 13057
 Phone: 315.463.0004
 Fax: 315.434.8817

www.peopletopayroll.com
www.hrsyracuse.com

Payroll Operation Center:
 213 North Street, Suite 3
 P.O. Box 310
 Auburn, NY 13021
 Phone: 315.252.9150
 Fax: 315.252.9171



DRAFT
MEMORANDUM

To: Dick Brazell, P.E - NYSDEC * Via Email *

To: Dick Jones - NYSDOH
Jeff Till, P.E. - OCDOH
Mary Jo Paul, Supervisor – Town of Marcellus
Don MacLachlan, Highway Supt - Town of Marcellus
John Houser, CEO - Town of Marcellus
James Gascon, Esq.

From: Joe Durand, P.E.
John Herrmann, P.E.

Re: Residential Well Sampling & Analysis Program
Town of Marcellus Highway Garage
DEC SPILL NO. 1310745
TDK Project No.: 2015002

Date: July 28, 2015

Consistent with recommendations included within TDK Engineering's (TDK's) January 2015 remediation program summary report¹, the Town of Marcellus (Town) conducted a sampling and analysis program of several private water supply wells along the Pleasant Valley Road corridor. Coordination of the field sampling effort, including notification of the property owners was conducted by Town personnel.

A total of seven residential wells were sampled, and their locations are indicated on the attached *Residential Well Sampling Plan [Figure 1]*. Note that fourteen residential or small business sites are identified within the proposed sampling area, however the remaining property owners reportedly declined to have their wells tested.

The samples were collected on June 16, 2015 by a representative of Pace Analytical Services, Inc. (Pace). Based on our discussion with Pace's sampling technician, it is TDK's understanding that the

¹ *Drainage Swale Remediation Program – Summary Report for the Town of Marcellus Highway Garage*, prepared by TDK, dated January 28, 2015.

MEMORANDUM
July 28, 2015

samples were taken from kitchen faucets or outside spigots, following running the water for approximately 10 minutes. Reportedly, none of the residences had water treatment or softening systems, and therefore the samples can be considered as representative of "raw water".

The samples were delivered to Pace's analytical laboratory in Melville, NY, a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) approved laboratory² for analysis. The analytical parameters included volatile organic compounds (VOCs), metals³, polychlorinated biphenyls (PCBs), chloride, sulfate, pH, total dissolved solids and petroleum product identification by the NYSDOH 310-13 method.

Pace also collected samples for coliform screening, which was performed by Life Science Laboratories (LSL) in East Syracuse, NY⁴.

Analytical reports prepared by Pace and LSL are attached. Results are summarized as follows:

- No acetone or any other VOC detections were reported above the laboratory's method detection limits.
- Although the private wells are not regulated by the New York State Department of Environmental Conservation (DEC) or NYSDOH, as a frame of reference note that the detection limit for acetone of 5 ug/l⁵ is below the DEC Class GA groundwater⁶ and NYSDOH Public Water System⁷ criteria, which are both 50 ppb.
- The low level metals detections are also below (i.e., compliant with) DEC Class GA groundwater and NYSDOH criteria, as are the chloride and sulfate detections.
- No PCB detections were reported above the laboratory method detection limit of 0.4 ppb.
- Both total coliform and e-coli were detected in all seven wells, suggesting impact by wastewater septic systems.

² ELAP No. 10478.

³ Resource Conservation and Recovery Act (RCRA) List.

⁴ ELAP No. 10248.

⁵ ug/L – micrograms per liter, or parts per billion (ppb).

⁶ DEC *Division of Water Technical and Operational Guidance Series (TOGS) 1.1.1 - Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations*, dated June 1998. Class GA – Source of Drinking Water.

⁷ New York Codes, Rules and Regulations – Title 10 (10 NYCRR) Chapter 1, Part 5: *Drinking Water Supplies*.

MEMORANDUM

July 28, 2015

Based on the above information, we offer the following conclusions and recommendations:

- The highway garage drain does not appear to have resulted in extensive off-site migration of contamination and/or adversely impacted the residential wells. Accordingly, on behalf of the Town we request that the DEC close Spill No. 1310745.
- Similarly, the current information also suggests that the operation of the former municipal dump and the County highway garage spill did not adversely impact the residential wells.
- The Town has reportedly notified the residents of the test results regarding coliform/e-coli detections.
- Typically, a follow-up (confirmation) round of sampling and analysis would be recommended. However, as monitoring water quality within the private wells is the homeowner's responsibility, the conducting of any further sampling and analysis efforts is at the discretion of the Town. As a result, it is our opinion that the on-going environmental program being conducted by the Town be terminated.

Please review this information and do not hesitate to contact us to discuss anything in more detail.

Fall Trash Days:

Fridays: Sept. 25 & Oct. 2, 2015 8:00 am – 3:00 pm

Saturdays: Sept. 26 & Oct. 3, 2015 8:00 am – 12:00 noon

MEMORANDUM

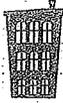
TO: Supervisor Mary Jo Paul
And Members of the Marcellus Town Board

FROM: Mary Reagan Dailey, Town Justice
Matthew S. Moses, Town Justice

DATE: July 24, 2015

RE: 2015 New York State Magistrates Court Clerks
Convention

The Court requests approval for Judi Schneider to attend this year's Court Clerks Convention. It will be held in Niagara Falls September 27th through 30th. Detailed information has not yet been received but based on previous years, a cost of approximately \$1,000 for registration, lodging, food, and travel can be anticipated. The Court has budgeted money for this expense.



redhouse
art is in the house

201 South West Street
Syracuse, NY 13202

T 315.425.0405
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info@theredhouse.org
www.theredhouse.org

Memorandum of Understanding

Between

REDHOUSE ARTS CENTER INC.

and

TOWN OF MARCELLUS PARKS AND RECREATION

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **Redhouse Arts Center Inc.** and the **Town of Marcellus for Summer Theater Camp July 6-31, 2015.**

Background

This program is to ensure and extend the community outreach component of the Redhouse and to cover the theatrical camp component of Parks and Rec in Marcellus

Purpose

The above goals will be accomplished by undertaking the following activities: Theatrical production, payroll, and staffing will all be provided by the Redhouse. The Town of Marcellus will handle camp administration and collection and disbursement of funding.

Reporting

David Cotter, Director of Education will meet with Sandy Elsey, Parks and Recreation assistant, prior to the camp to discuss logistics. David Cotter and Sandy Elsey agree to meet post show to discuss the effectiveness of the partnership and collaborate on future planning.

Funding

Redhouse Arts Center Inc. and Town of Marcellus Parks and Recreation agree to the following funding model:

28

\$3640

(# of students enrolled) x \$130 (Enrollment fee) = Total Income

Total Income Breakdown and Disperment

- 10%- Town of Marcellus for administrative costs
- 90%- Redhouse for productions and staffing costs

Payment is to be made following the August Town Board Meeting on 8/10/15

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from **Redhouse Arts Center Inc.** and **Town of Marcellus Parks and Recreation**. This MOU shall become effective upon signature by the authorized officials from the **Redhouse Arts Center Inc.** and **Town of Marcellus Parks and Recreation** and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on **August 1, 2015**.

Contact Information

Partner name

	REDHOUSE ARTS CENTER INC.	TOWN OF MARCELLUS PARKS AND RECREATION
Representative	David Cotter	Sandy Elsey
Position	Director of Education Programs	Recreation Assistant
Address	201 S. West Street	
Telephone	315-657-7550	
Fax	N/A	
Email	david@theredhouse.org	park_rec@marcellusny.com
Date		
Signature		

Recreation Agreement: Aug. 10, 2015

Concert:

Joanne Perry and the Combination

Thurs. Aug. 6, 2015

\$600.00