

MARCELLUS TOWN BOARD WORKSHOP AGENDA
June 23, 2016

CALL TO ORDER

SALUTE TO FLAG

1. Audit of Bills
2. Recreation Contract – Holy Smoke CNY, Donna Colton, Letizia and YMCA – swim program
3. Agreement – Onon. Co – Soil & Water Conservation District (Emerald Ash Borer)
4. Proclamation – Library Volunteer
5. Approve the sale of Highway Equipment

ADJOURN BUSINESS SESSION

WORKSHOP AGENDA

Overview of Departments

1. Parks and Rec
2. Codes Office
3. Highway
4. Town Clerk

Discussion Agenda

- A. Items from the Board
- B. Items from the Floor

Adjournment

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

Future Meeting Dates:

Planning/Zoning Board Meeting – Thursday, July 7, 2016 – 7:00 pm – Town Hall
Town Board Meeting – Monday – July 11, 2016 – 7:00 pm – Town Hall
Workshop Meeting – Thursday – July 28, 2016 – 5:30 pm – Town Hall

**** The Town Offices will be closed on Monday, July 4, 2016****

Recreation Agreements – Thursday, June 23, 2016

Concerts in the Park:

Donna Colton & the Trouble Makers	July 7, 2016	\$500.00
Holy Smoke	July 14, 2016	\$500.00
Letizia & the Z Band	July 28, 2016	\$700.00

Swim Lessons:

Session 1: July 5 – 14, 2016 9:00 am – 9:30 am and 9:30 am – 10:00 am

Session 11: July 18 – 28, 2016 9:00 am – 9:30 am and 9:30 am – 10:00 am

Fee is \$65/student, based on registration numbers

INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 15 day of June, 2016 by and between the **Onondaga County Soil and Water Conservation District** (hereinafter referred to as the DISTRICT), having its principal office at 6680 Onondaga Lake Parkway, Liverpool, NY and the **Town of Marcellus** (hereinafter referred to as TOWN), having its principal office located at 24 East Main Street, Marcellus, NY.

WHEREAS, the DISTRICT has determined its willingness to work cooperatively with the TOWN to accomplish the injection of as trees using District equipment as set forth in Section 11 of the New York State Soil and Water Conservation District Law; and

NOW THEREFORE, in consideration of the premises and the respective representation and agreements hereinafter contained, the parties agree as follows:

SECTION 1: The DISTRICT will:

- (a) Provide injection of specified ash trees (Appendix A) in the Town in preparation of Emerald-Ash Borer using District personnel who are NYS DEC commercially certified pesticide technicians and/or applicators with current American Red Cross First Aid and CPR certificates.

SECTION 2: The TOWN will:

- (a) Provide reimbursement expenses to the DISTRICT in the following amounts per District measured inches of diameter at breast height (DBH) for each tree injected.
 1. Ash Tree Injection:
\$5.00/Diameter inch at DBH of ash trees injected
 2. Ash Tree Injection (trees requiring a higher dosage rate due to a higher rate of infestation, determined on an individual tree basis and subject to prior approval by the TOWN):
\$9.50/Diameter inch at DBH of ash trees injected
 3. Consultation Fee (technical duties required to achieve desired end results which are not directly associated with the act of injecting ash trees, such as but not limited to, mapping tree locations, selecting trees for injection, providing technical assistance outside of tree injection activities; subject to prior approval by the TOWN):
\$55.00/hour

(b) The TOWN shall also provide:

1. Location maps, tree DBH estimates, and other pertinent data necessary for the DISTRICT to successfully complete the task of injecting previously identified ash trees.
2. Technical support, if needed, to assist with the location of our other minor tasks that may be necessary to achieve desired end results.

SECTION 3: Both parties do hereby agree to the following conditions:

- (a) Payment will be made to the DISTRICT, within 30 days of receipt, by TOWN of a request for reimbursement, which shall designate the physical locations of the individual trees, individually measured DBH of each injected tree, and the total reimbursement requested.
- (b) That the term of this agreement shall be until June 30, 2017 or upon the completion of the specified ash tree injection project. If additional ash tree injection is necessary this year, all terms of this agreement remain the same.
- (c) This agreement may be modified, amended or extended only upon the mutual written agreement of both parties.
- (d) This agreement may be terminated at any time during the term of this agreement by either party upon thirty (30) days written notice to the other party. In such event, reimbursement will be made to the DISTRICT for the work performed and expenses incurred prior to the effective date of the termination.
- (e) That each party shall comply with all federal, state and local laws, rules, and regulations applicable to the activities proposed under this agreement.
- (f) That each party shall maintain adequate insurance, to include but not limited to (\$1,000,000.00) in insurance and workers compensation, with each party insuring the other as coinsured.
- (g) Any discrepancies in ash tree DBH measurements will be negotiated between the DISTRICT and the TOWN. A joint decision will be negotiated as to appropriate payment to the DISTRICT for tree injection services that are in question.

SECTION 4: Indemnification:

The DISTRICT and the TOWN hereby indemnify one another and their respective officers and employees against all damages and costs, including reasonable attorney's fees, in actions by third parties for personal injury or property damage arising out of negligence or willful tort of the party against which indemnification is sought.

IN WITNESS WHEREOF, the Representative of the TOWN and the Executive Director of the DISTRICT have executed this agreement.

Town of Marcellus Representative

Paul E. Burger

Executive Director of the DISTRICT

Date

6-15-16

Date

Approve the sale of Highway Equipment

1996 Ford 4639

Vermeer 6030 mower

Vermeer 5030 mower