

MARCELLUS TOWN BOARD AGENDA  
July 11, 2016

CALL TO ORDER

SALUTE TO FLAG

- I. Accept Town Clerk's minutes of previous meetings.
- II. Approve monthly activity.
- III. Old Business
  - A) Highway Garage – Clean floor drains & oil/water separator quotes
  - B) Town Insurance - Reagans
- IV. New Business
  - A) Date for July Workshop
  - B) Trash Haulers
  - C) Contract for Cemetery – Flag Monument
  - D) Recreation Agreement
  - E) Constellation Renewal
  - F) Paper Mill - Asbestos Survey Quotes

Discussion Agenda

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

Adjournment

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

Future Meeting Dates:

Monday, August 8, 2016 – Planning/Zoning Board Meeting – 7:00 pm – Town Hall  
Monday, August 15, 2016 – Town Board Meeting – 7:00 pm – Town Hall

# TOWN OF MARCELLUS

## Voucher Detail Report

Pa 7/5/16

Voucher No.	Stub - Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Voucher Amt.	Check Date	Pay Due	Approved
Invoice Date	Batch Invoice No.	Recur Months	Refund Year	PO No.	PO Date	Approved By	Period	Contract No.	Check No.	Disc. %	Non Disc.	Cash Account Disc. Amt.
144195	PLATT ROAD, GROVE AREA - ELECTRIC		5/17/16	0000000284	NYSEG	ST	2016	A	20.66		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/21/2016	10012499827									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	PLATT ROAD, GROVE AREA - ELECTRIC 5/17/16-6/16/16	0		0.0000	20.66	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				20.66
	A.7110.4000					100.00		20.66				
	CONTRACTUAL/MAINTENANCE											
144196	NEAR 2528 PLATT ROAD, ELECTRIC - 5/17/2016-6			0000000284	NYSEG	ST	2016	A	19.92		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/21/2016	10035697217									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	NEAR 2528 PLATT ROAD, ELECTRIC - 5/17/2016-6/16/2016	0		0.0000	19.92	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				19.92
	A.7110.4000					100.00		19.92				
	CONTRACTUAL/MAINTENANCE											
144197	NEAR 2532 PLATT ROAD - ELECTRIC - 5/17/2016-6			0000000284	NYSEG	ST	2016	A	18.41		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/21/2016	10027580272									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	NEAR 2532 PLATT ROAD - ELECTRIC - 5/17/2016-6/16/2016	0		0.0000	18.41	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				18.41
	A.7110.4000					100.00		18.41				
	CONTRACTUAL/MAINTENANCE											
144198	2443 PLATT ROAD - GAS SERVICE - 5/17/2016-6/16			0000000284	NYSEG	ST	2016	A	24.97		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/22/2016	10012499819									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	2443 PLATT ROAD - GAS SERVICE - 5/17/2016-6/16/2016	0		0.0000	24.97	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				24.97
	A.1620.4000					100.00		24.97				
	CONTRACTUAL											
144199	NEAR 4283 SLATE HILL RD. - GAS SERV. - 5/17/16			0000000284	NYSEG	ST	2016	A	42.29		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/22/2016	10012498191									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	NEAR 4283 SLATE HILL RD. - GAS SERV. - 5/17/16-6/16/16	0		0.0000	42.29	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				42.29
	A.1620.4000					100.00		42.29				
	CONTRACTUAL											
144200	2443 PLATT ROAD - ELECTRIC - 5/17/2016-6/16/2016			0000000284	NYSEG	ST	2016	A	18.33		07/05/2016	0.00
06/28/2016										0.00	0.00	0.00
06/21/2016	10039646632									0.00	0.00	0.00
<b>Detail Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>	<b>Disc. %</b>	<b>Non Disc.</b>	<b>Disc. Amt.</b>				
1	2443 PLATT ROAD - ELECTRIC - 5/17/2016-6/16/2016	0		0.0000	18.33	0.00	0.00	0.00				0.00
	<b>Account No.</b>					<b>Percent</b>		<b>Amount</b>				42.29
	A.1620.4000					100.00		42.29				
	CONTRACTUAL											



# TOWN OF MARCELLUS

## Voucher Detail Report

Voucher No.	Stub - Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Check No.	Check Date	Pay Due	Approved
Invoice Date	Batch	Invoice No.	Recur Months	Refund Year	PO No.	Approved By	Period	Contract No.	Check No.	Disc. %	Non Disc.	Cash Account
					Taxable							Disc. Amt.
144205	ENERGY CHARGES - NEAR 2532 PLATT RD - 5/17			00000000875	CONSTELLATION NEW ENERGY, INC.							Amount
	Account No. A.1620.4000				Note							1.81
	Account Description CONTRACTUAL											
144206	ENERGY CHARGES - NEAR 2532 PLATT ROAD - 5			00000000875	CONSTELLATION NEW ENERGY, INC.							Amount
	Account No. A.1620.4000				Note							0.09
	Account Description CONTRACTUAL											
06/28/2016	1-1LMU111				Taxable							0.00
06/22/2016	1-1LMU111				Taxable							0.00
	Item Description ENERGY CHARGES - NEAR 2532 PLATT ROAD - 5/17/16-6/16/2016				Quantity Unit 0							0.00
	Account No. A.1620.4000				Unit Cost 0.0000							0.00
	Account Description CONTRACTUAL				Ext. Cost 0.09							0.00
					Disc. % 0.00							0.00
					Non Disc. 0.00							0.00
					Disc. Amt. 0.09							0.00
144207	ENERGY CHARGES - NEAR 2532 PLATT RD - 5/17			00000000875	CONSTELLATION NEW ENERGY, INC.							Amount
	Account No. A.1620.4000				Note							36.96
	Account Description CONTRACTUAL											
06/28/2016	1-1LMU10W				Taxable							0.00
06/22/2016	1-1LMU10W				Taxable							0.00
	Item Description ENERGY CHARGES - NEAR 2532 PLATT RD - 5/17/16-6/16/2016				Quantity Unit 0							0.00
	Account No. A.1620.4000				Unit Cost 0.0000							0.00
	Account Description CONTRACTUAL				Ext. Cost 36.96							0.00
					Disc. % 0.00							0.00
					Non Disc. 0.00							0.00
					Disc. Amt. 36.96							0.00
Total Vouchers reported: 13												273.38
Total GL Detail Reported												273.38
Total Amount All Vouchers												273.38

Fund	Cash Item	Regular	Prepaid	Wire Transfer	Outstanding	Paid	Total
A - GENERAL FUND	0200.0000	273.38	0.00	0.00	0.00	0.00	273.38
		273.38	0.00	0.00	0.00	0.00	273.38
		273.38	0.00	0.00	0.00	0.00	273.38
<b>Grand Totals</b>		<b>273.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>273.38</b>

Fund	Regular	Prepaid	Wire Transfer	Outstanding	Paid	Total
A - GENERAL FUND	273.38	0.00	0.00	0.00	0.00	273.38
	273.38	0.00	0.00	0.00	0.00	273.38
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>	<b>273.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>273.38</b>

Fund	Regular	Prepaid	Wire Transfer	Outstanding	Paid	Total
A - GENERAL FUND	273.38	0.00	0.00	0.00	0.00	273.38
	273.38	0.00	0.00	0.00	0.00	273.38
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>	<b>273.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>273.38</b>

# TOWN OF MARCELLUS

## Voucher Detail Report

Voucher No.	Stub-Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Voucher Amt.	Check No.	Check Date	Pay Due	Approved
Invoice Date	Batch	Invoice No.	Recur Months	PO No.	Ref No	Approved By	Period	Contract No.	Check No.	Disc. %	Non Disc.	Cash Account	Disc. Amt.
Fund					Regular				0.00			0.00	273.38
					Prepaid				0.00			0.00	
					Wire Transfer				0.00				
-----Direct Pay-----													
					Outstanding				0.00				
					Paid				0.00				
					Total								273.38
Grand Totals													
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay													
273.38													



SAFETY-KLEEN VACUUM SERVICE ESTIMATE

TD29237

- CUSTOMER INFORMATION -

NAME AND ACCOUNT NUMBER: TOWN OF MARCELLUS Hwy
ADDRESS: 4262 State Hill Rd.
CITY/STATE/ZIP: MARCELLUS, NY 13108
CONTACT NAME: MIKE OSSIT
PHONE NUMBER: 673-3127 / 382-6496

David Andrews
SAFETY-KLEEN REPRESENTATIVE
315-455-1426
BRANCH PHONE NUMBER
315-952-3431
ALTERNATE PHONE NUMBERS

Table with 2 rows for Rectangular Tanks. Row 1: 96" x 48" x 34" = 678. Row 2: 96" x 48" x 4" = 80. Includes handwritten note 'o/w/s'.

Table with 2 rows for Cylindrical Tanks. Row 1: Diameter x Diameter x Liquid Height = 231 = Liquid Total. Row 2: Diameter x Diameter x Solid Height = 231 = Solid Total.

Total Gallon Liquid: 783
Total Gallon Solid: 80
Total Gallons: 863
% Solids = 9% (Solids divided by total gallons)
Handwritten note: 3 pits 24x24x14 = 105 gals

Table with 5 columns: % Solids, Part #, \$ Per Gal., Total Gal., \$ Total. Rows include percentages (1-10% to 70-80%), Wash Water (0-100 GAL, 101+ GAL), and Waste Water (10970).

Table with 4 columns: Description, Part #, Qty., \$ Total. Rows include Liquid/Solid Total \$, Fuel Surcharge, Service Fee / Hour (2), Trenching / Foot, VAC Prequal, Truck Wash Out Fee, Service Helper, After Hours Fee, Wash Water (<100 GAL, >101 GAL), VAC Sample, Kleen Drain (1-2, 3+), Waste Water, and Estimate Total.

IMPORTANT NOTE: This estimate may not be indicative of your final bill. Providing us with blueprints, diagrams, capacities and/or any other information about your system will reduce the difference between this estimate and your final bill. Since most separator systems qualify as confined spaces according to OSHA, and are limited as to the practices we may use to access those systems and therefore depend heavily upon the quality of information that you are able to provide. Accordingly, although the prices per gallon, prices per hour and the price per foot will remain firm for thirty days, the actual volume collected as well as the total price may differ.

1242.40

SAFETY-KLEEN REPRESENTATIVE SIGNATURE: [Signature]
CUSTOMER'S SIGNATURE: \_\_\_\_\_

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**VAC information**  
 Schlie, Michael W [Michael.Schlie@safety-kleen.com]

**Sent:** Wednesday, May 18, 2016 12:23 PM  
**To:** Highway

Good morning.

The VAC work that will performed is the following.

- 1) We will remove the covers and pull a sample of the water to check for the PH.
- 2) We will pump out all liquids and solids and rinse out any remaining solids to the best of the drivers ability.
- 3) We will replace the covers and clean up the area.
- 4) The driver will obtain a signature. All the proper shipping paperwork and billing will be given to the person that signed at the time of service.
- 5) The waste liquids and solids will be pumped into our railcar in Syracuse. This will be treated and disposed of once the railcar is filled.

If you have any questions or need more information please let me know.

Thank you for your business

**Michael Schlie** Customer Service Manager | Safety-Kleen | A Clean Harbors Company | Syracuse, NY

[Michael.Schlie@Safety-Kleen.com](mailto:Michael.Schlie@Safety-Kleen.com) 315.741.3247 (o) | 315.952-3089 (c) | 315.454.3217 (f)

[safety-kleen.com](http://safety-kleen.com)



At the Monday night Town Board meeting a discussion took place regarding the bids for the Cleaning of Floor Drains and Oil Water Separator project at the Highway.

As a result we have two questions for you that need to be answered.

1. Does the town get a separate waste classification report on just the the samples taken from the Town Highway before being put into a container with waste from other locations.
2. Is there a separate transportation cost for taking the waste liquids and solids away?

We appreciate you getting back to us with this information.

Thanks

Karen Pollard  
Supervisor  
Town of Marcellus  
(315) 673-3269



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**RE: Town Of Marcellus Highway**  
Schlie, Michael W [Michael.Schlie@safety-kleen.com]

**Sent:** Monday, June 20, 2016 10:13 AM  
**To:** Karen Pollard

Good morning Karen,

1) We do pull a sample when we do the job and use a PH test strip to check the PH, but because you are a highway department we do not need to do a sample analysis on specific locations.

2) There are no additional costs for liquids and the solids. The price you were quoted is the final costs including the cost of disposal.

Hopefully this answered your questions. If you need anything else let me know.

Thank you

Michael Schlie Customer Service Manager |  
Safety-Kleen | A Clean Harbors  
Company| Syracuse, NY  
Michael.Schlie@Safety-Kleen.com 315.741.3247  
(o) | 315.952-3089 (c) | 315.454.3217 (f)  
safety-kleen.com

-----Original Message-----

**From:** Karen Pollard  
[mailto:kpollard@marcellusny.com]  
**Sent:** Friday, June 17, 2016 1:20 PM  
**To:** Schlie, Michael W  
**Subject:** FW: Town Of Marcellus Highway

Hi Mike,

**P**aragon  
**E**nvironmental  
**C**onstruction, Inc.

"Full Service Environmental/Construction Company"

March 30, 2016

Proposal # 16-0102

Town of Marcellus Highway Department  
4262 Slate Hill Road  
Marcellus, NY 13108

Attn: Mr. Don MacLachlan  
Phone: 315-673-3127  
Email: [highway@marcellusny.com](mailto:highway@marcellusny.com)

**RE: CLEAN FLOOR DRAINS & OIL WATER SEPARATOR – 4264 SLATE HILL ROAD,  
MARCELLUS NY:**

Dear Mr. MacLachlan:

Paragon Environmental Construction, Inc. (PEC) is pleased to provide the following cost estimate to clean the floor bay drains and the oil/water separator (OWS) at the above-referenced location(s). Our Scope of Work and Fee Schedule is as follows:

**SCOPE OF WORK:**

- Mobilize to the site and remove sludge and liquid from the floor drains and OWS utilizing a vacuum truck and operator.
- PEC will not enter the OWS during cleaning. The floor drain and OWS will be rinsed after all sludge has been removed (power wash as needed) water to be provided onsite, place grates back into place after cleaning.
- Dispose of water and solid waste at an approved NYSDEC facility.
- Demobilize.

**FEE SCHEDULE**

<u>Description</u>	<u>Unit Cost</u>	<u>Total Amount</u>
Labor, Materials, and Equipment		\$ 2,100.00
Transportation to Disposal Facility		\$ 800.00
Non-Hazardous Waste Disposal – (Est. 4 Tons)	\$ 150.00/Ton	\$ 600.00
Waste Classification Sample – (Est. 1 sample)	\$ 575.00/Sample	\$ 575.00

**TOTAL COST ESTIMATE: \$ 4,075.00**

**NOTE:** Sample is valid for 2 years.

All above pricing based on profile approval as Non-Hazardous Waste.

Western Office  
6250 Campbell Rd.  
Lockport, NY 14094  
716-625-8703

Corporate Office  
5664 Mud Mill Rd.  
Brewerton, NY 13029  
315-699-0840 ■ Fax 315-699-0845

Eastern Office  
2442 Edgewood Ave.  
Schenectady, NY 12306  
315-748-3197

**P**aragon  
**E**nvironmental  
**C**onstruction, Inc.

"Full Service Environmental/Construction Company"

Page 2

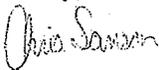
**RE: CLEAN FLOOR DRAINS & OIL WATER SEPARATOR – 4264 SLATE HILL ROAD,  
MARCELLUS NY:**

**TERMS:**

- Payment Due Net 30 Days upon receipt of invoice.
- Prevailing wage rates have been applied to the above pricing.
- Invoicing is based on unit pricing.
- Free and easy access to work site and areas.
- Sales tax **is not included**. Please provide exempt certificate, if applicable.
- Offer valid for 30 days.
- Estimate does not include the encounter or handling of any contaminated materials such as soil, concrete, groundwater or any other work not associated with the items as described above. Additional items encountered, will be handled via change order, as directed by client.
- All private property utilities must be identified by the owner and marked or shut off prior to our arrival. Any work associated with the repair, replacement or relocation while working around such utilities will be the responsibility of the owner and is not included in the above.
- The conditions set forth herein shall constitute the entire agreement relating to services to be provided by PEC. Any amendment or modification shall not be binding unless in writing and executed by both parties. PEC shall assume no liability for any claims, losses, damages and other costs, whether actual or consequential, resulting from services provided by others.
- Account balances that remain unpaid beyond thirty days of the invoice date will be subject to interest charges at a rate of 1.5 % per month. In the event that it becomes necessary to commence action to collect payment of our invoices, the CLIENT agrees to pay any and all costs, including attorney fees, court expenses, or arbitration costs, associated with such action. Further, PEC reserves the right to discontinue services and withhold unpaid work product, at our sole discretion, at any time that our invoices are not paid within 30 days.

If you have any questions regarding this information, please contact me at 315-699-0840.

Sincerely,

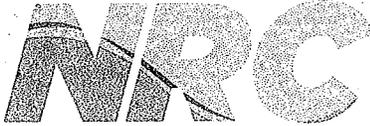


Chris Sanson  
Project Manager

**Indemnification Statement:**

Any condition which may currently exist, and/or cause to exist in the future which may result in pollution and/or other damage to any person or property of any nature, which was not in the scope of this project as outlined and detailed in the proposal, proposal amendments and/or billing(s), shall be and remain the sole liability of the customer, who shall indemnify, defend, and hold harmless Paragon Environmental Construction, Inc. (PEC), its owners, officers, assigns, representatives, and employees from any suit or remedy at law of any nature whatsoever.

**Proposal Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_



6392 Deere Road  
Syracuse, NY 13206  
Phone: 315-437-2065  
Fax: 315-437-6973  
www.nrcc.com

March 31, 2016

Proposal# S16-059

Don MacLachlan  
Town Of Marcellus- Department Of Highways  
4264 Slate Hill Rd.  
Marcellus, NY 13108

Re: Oil Water Separator Cleaning and Disposal

Dear Mr. MacLachlan:

Pursuant to your request, National Response Corporation (NRC) is pleased to present this Proposal and Agreement to the Town of Marcellus for services related to the cleaning of the oil water separator and associated trench drains located in Marcellus, NY. The following shall serve to detail the proposed scope, assumptions, exclusions and estimated costs of the project based on the information provided by Town of Marcellus.

### **SCOPE OF SERVICES**

#### **Mobilization Activities**

- Coordinate with Town of Marcellus and others for site access and logistics.
- Sample oil water separator and trench drains to complete a valid disposal profile at an approved disposal facility.
- Mobilize personnel as well as sufficient, equipment and materials to perform the scope of work as qualified below.

#### **Task 1: Empty Oil Water Separator and Clean Trench Drains**

- NRC will supply two environmental technicians, an equipment operator, power vacuum truck and supplies to pump out the oil water separator and associated trench drains.
- NRC will pressure wash the oil water separators internal surfaces from grade.
- Utilizing a power vacuum truck NRC will remove all liquids and solids from the associated trench drains.
- Interior surfaces of the trench drains will be pressure washed and all wash water will be collected on the power vacuum truck.
- NRC will fill the oil water separator with water to ensure proper operation if system requires it.
- All operations will be followed according to local, state, federal, and facility regulations.
- Material Safety Data Sheets (MSDS) will be supplied with any chemical imported on-site for cleaning operations.

## **Task 2: Waste Transportation and Disposal**

- Waste will be transported via a non-haz waste manifest to a designated facility for disposal.
- Power vacuum truck will be emptied and all waste will be solidified for final disposal in a landfill.
- The power vacuum truck interior tanks surface will be rinsed out and cleaned to ensure a clean vessel for future operations.
- A signed copy of the non-hazardous waste manifest from the end disposal facility will be returned to the Town Of Marcellus for record keeping reasons.

## **ASSUMPTIONS/EXCLUSIONS**

- Payment terms are net 30 days from the Customer's receipt of NRC's invoice subject to approved credit.
- NRC will have free and ready access to the work site and a staging area for the equipment and materials.
- Pricing is based upon the oil water separator unit being 1000 gallons in size.
- Pricing assumes waste is not hazardous. If proven hazardous additional disposal charges may apply to the Town Of Marcellus.
- This proposal excludes any mechanical means of removing any trench drain grates or covers.
- Customer agrees to provide water and any electrical needed for this project.
- This proposal excludes any confined space entry for cleaning interior surfaces or coalescers of the oil water separator unit.
- The customer and NRC agree to the attached General Terms and Conditions.
- The estimated project schedule is 1 day for one, three person crew.
- This proposal assumes that the project is not a capital improvement project for tax purposes.
- This pricing is based upon current Onondaga County prevailing wage rates and work being performed during first shift hours and the standard workweek.
- This proposal is valid for a period of thirty (30) days and subject to verification thereafter.

## ESTIMATED COSTS

Based on NRC's understanding of the project and the information provided by The Town of Marcellus, NRC shall perform the above scope of work consistent with the cost estimate defined below:

Item #	Task Description	Quantity	Units	Unit Rate	Extended Costs
1	OWS Content Analyses	1	LS	\$550.00	\$550.00
2	Provide labor, equipment and materials to clean one 1,000 gallon oil water separator and associated trench drain.	1	LS	\$3,250.00	\$3,250.00
3	Transportation of OWS waste to Niagara Falls, NY	1	LS	\$1,200.00	\$1,200.00
4	Disposal	Est. 5	Tons	\$125.00	\$625.00**
<b>Estimated Project Costs</b>					<b>\$5,625.00**</b>

This proposal is exclusive of New York sales tax. Applicable sales tax will be applied to the final invoice should a valid, project specific tax exempt certificate not be provided to NRC.

**\*\*A 6.25% ESIC Fee will be added to final cost of invoice\*\***

**\*\* 5 ton minimum is calculated for waste disposal, if weight of waste exceeds 5 tons then the amount over 5 tons will be billed at the posted rate\*\***

Thank you for the opportunity to submit this proposal. We look forward to discussing the project with you. I can be reached at 315-552-8088.

Sincerely,

Jim Cawthern  
Business Development Manager

**PREMIUM COMPARISON**

Insured: **Town of Marcellus**  
 Effective Date: **July 24, 2016**  
 Account Manager: **Barbara Seamans**

LINE OF COVERAGE	(A)	(B)	(C)	DIFFERENCE	
	2015 PREMIUM @ INCEPTION	2015 PREMIUM w/ ENDORSEMENTS	2016 QUOTED PREMIUM	PREMIUM (C)-(B)	% (C):(B)
Property	\$4,854.00	\$4,854.00	\$4,005.00	-\$849.00	-17.49%
Insurance Company	Selective Insurance				
Comments: Property values were increased by 3%.					
General Liability	\$6,506.00	\$6,506.00	\$5,847.00	-\$659.00	-10.13%
Insurance Company	Selective Insurance				
Comments: Aggregate limits were increased from 2,000,000 to 3,000,000.					
Inland Marine	\$4,642.00	\$4,789.00	\$5,236.00	\$447.00	9.33%
Insurance Company	Selective Insurance				
Comments: Deleted: Excavator and 2013 Bobcat Added: 2015 Bobcat Excavator and 2015 Bobcat Skidsteer, 2 Ferris Mowers, 2007 Tractor w/Backhoe, 2013 Garden Tractor, 2015 Compact Tractor. Listed equipment value increased from \$1,321,973 to \$1,532,543.					
Crime - Fidelity	\$836.00	\$836.00	\$836.00	\$0.00	0.00%
Insurance Company	Selective Insurance				
Comments:					
Public Officials	\$8,872.00	\$8,872.00	\$8,332.00	-\$540.00	-6.09%
Insurance Company	Selective Insurance				
Comments:					
Automobile	\$8,140.00	\$9,124.00	\$10,637.00	\$1,513.00	16.58%
Insurance Company	Selective Insurance				
Comments: Added: 2015 International, 2014 International, 2016 PJ Trailer					
Umbrella	\$7,347.00	\$7,347.00	\$7,193.00	-\$154.00	-2.10%
Insurance Company	Selective Insurance				
Comments:					
<b>TOTAL:</b>	<b>\$41,197.00</b>	<b>\$42,328.00</b>	<b>\$42,086.00</b>	<b>-\$242.00</b>	<b>-0.57%</b>

## Trash Haulers

Superior Waste and Ciotti Enterprises

1<sup>st</sup> letter mailed January

2<sup>nd</sup> letter mailed March

3<sup>rd</sup> letter mailed in May (signed by Supervisor)

When I called, Superior Waste said they contract with the Village and only have a few houses on the Village/Town line.

Ciotti said they do just dumpsters – no trash collection.

**Town of Marcellus Parks and Recreation Department**

24 East Main Street  
Marcellus, NY 13108  
phone: 673-3269 ext. 2  
fax: 673-9102  
email: park\_rec@marcellusny.com

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July 7, 2016

Attached are the three proposals for repairing the flag monument in the cemetery.

Summary:

Mend – All Masonry	\$9,500.00
Flaherty Masonry, Inc.	\$42,300.00
Green Scapes, Inc.	\$15,623.68



## Karen Pollard

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**From:** bkyle@pro-starenergy.com  
**Sent:** Tuesday, June 28, 2016 2:00 PM  
**To:** Karen Pollard  
**Subject:** RE: Electric Agreement

Karen,

I did receive some new pricing from Constellation for the Town. You are currently receiving your electricity from Constellation on a month to month basis as the previous fixed price agreement expired in April. Your current price is based off the market index and is not fixed. New fixed prices for agreements that would start in July 2016 are as follows:

12 month term - \$0.05265/kWh  
24 month term - \$0.05268/kWh  
36 month term - \$0.05239/kWh  
48 month term - \$0.05110/kWh

The fixed price agreement is the same as was previously signed by the previous supervisor. I suspect you will need board approval before signing a new agreement. All of these terms are much less than your previous fixed price deal. I would recommend the longer term to lock in a good fixed rate for a long period.

We are seeing prices beginning to move back up and by locking in a long term fixed price, you will insure a lower price over the term. I can have a new agreement prepared for signature, but we would need it turned around very quickly. If you can get the board to approve moving forward and for what term, I can get you a new agreement sent over. This would be the same agreement that was approved and signed previously.

Let me know if you have any questions.

Regards,  
Bill

-----Original Message-----

**From:** [bkyle@pro-starenergy.com](mailto:bkyle@pro-starenergy.com)  
**Sent:** Tuesday, June 07, 2016 2:02 PM  
**To:** 'Karen Pollard'  
**Subject:** RE: Electric Agreement

Karen,

The previous deal was done with Constellation at a price of \$0.06047/kWh and that agreement expired in April 2016. Most towns did 24 month contracts but Marcellus chose to only do 12 months. We recently ran another request for bids and Constellation won the bid again so they will continue being the supplier for the Municipal Energy Program. This program is endorsed by the Association of Towns of New York State and administered by ProStar Energy Services.

The program was initially set up to give the member towns an alternative to the utilities or other third party suppliers. In most cases we were able to provide prices that enabled the towns to save money over their previous electricity and natural gas supply.

The forward energy markets have come down over the last year. We saw a 13 year low for energy prices back in Feb/Mar 2016. We have seen the near term prices start moving back up, but the outer years 2018 - 2020 have not moved up as much. That's the main reason we went out again for pricing.

Waiting around until early 2017 to get new prices just seemed like more of a risk than a reward. A long hot summer and/or a cold winter could drive prices back up well beyond these numbers we have today.

Since your agreement has expired and you are being served on a month to month rate, we would like to see what pricing looks like for the town to consider. I will have Constellation put some numbers together and then I will be back in touch to explain them and what your options are.

Thanks,  
Bill

-----Original Message-----

From: Karen Pollard [<mailto:kpollard@marcellusny.com>]  
Sent: Tuesday, June 07, 2016 1:17 PM  
To: [bkyle@pro-starenergy.com](mailto:bkyle@pro-starenergy.com)  
Subject: RE: Electric Agreement

This agreement was done under the prior Supervisor, so I am really not up the speed on the advantages for this program. If you could meet with me on this it would be most helpful.

Karen Pollard

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From: [bkyle@pro-starenergy.com](mailto:bkyle@pro-starenergy.com) [[bkyle@pro-starenergy.com](mailto:bkyle@pro-starenergy.com)]  
Sent: Thursday, June 02, 2016 2:34 PM  
To: Karen Pollard  
Subject: Electric Agreement

Constellation informed me that your agreement for electricity expired in April. Please let us know if you would like to see some new forward pricing. The recent RFP for pricing came back with some good numbers. In many cases we are seeing prices lower than the previous agreements.

Let me know and we can get some updated prices to you asap.

Thanks.

Bill Kyle  
Vice President, National Accounts  
Pro-Star Energy Services  
713-503-0592 (Mobile)  
713-651-1522 (Office)  
866-226-2039 (Fax)  
9595 Six Pines Drive, Suite 8210  
The Woodlands, TX, 77380  
[bkyle@pro-starenergy.com](mailto:bkyle@pro-starenergy.com)<<mailto:bkyle@pro-starenergy.com>>  
[www.pro-starenergy.com](http://www.pro-starenergy.com/)<<http://www.pro-starenergy.com/>>

[New Prostar logo]

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Councilors

Kevin O'Hara  
Chris Hunt  
John Scanlon  
Karen Pollard



Sandy Taylor  
Tax Collector  
Elaine Potter  
Highway Superintendent  
Donald MacLachlan

# MARCELLUS

PROCUREMENT POLICY PROCEDURE

New York

ITEM: Paper Mill

DESCRIPTION: Asbestos Survey Quotes

QUANTITY: 2

2 VERBAL QUOTES OR 3 WRITTEN QUOTES (see below)

- |                                   |                     |                    |
|-----------------------------------|---------------------|--------------------|
| 1. <u>Arctic Enterprises</u>      | <u>315-476-1757</u> | \$ <u>3,400</u>    |
| COMPANY                           | PHONE               | QUOTE              |
| 2. <u>Churchill Environmental</u> | <u>315-428-1959</u> | \$ <u>2,710.00</u> |
| COMPANY                           | PHONE               | QUOTE              |
| 3. _____                          | _____               | \$ _____           |
| COMPANY                           | PHONE               | QUOTE              |

Purchase Contracts:

Less than \$1,000 at discretion of the purchaser

\$1,000-5,000 requires 2 VERBAL quotes

\$5,000-20,000 requires a written RFP (request for proposal) and 3 written quotes

\$20,000 or more requires formal bid

Public Works:

Less than \$3,000 at discretion of the purchaser

\$3,000-15,000 requires 2 VERBAL quotes

\$15,000-35,000 requires a written RFP (request for proposal) and 3 written quotes

\$35,000 or more requires formal bid

This includes all aggregate amounts of equipment /supplies/repairs on same or like items in a calendar year.

This excludes goods or services purchased through state & county contracts—include state & county contract numbers.

Prevailing wage needs to be included with all service contracts.

PLEASE ATTACH THIS FORM TO ALL VOUCHERS TO SHOW THE REQUIRED QUOTES WERE RECEIVED.

June 23, 2016

Mr. Joe Durand, P.E.  
TDK Engineering Associates, P.C.  
19 Genesee St.  
Camillus, New York 13031

**RE: Proposal for Limited Hazardous Materials  
4747 North Street Road, Marcellus, New York  
Arctic Proposal Number: PROP-403**

Dear Mr. Durand:

Arctic Enterprises, Inc. (Arctic) is pleased to provide this proposal to provide limited hazardous materials sampling services in support of the possible upcoming demolition project scheduled to be conducted at the Former Martisco Paper Mill, located at 4747 North St. Road, Marcellus, New York. This proposal addresses Arctic's understanding of the scope of work, schedule, reporting, and fees.

**BACKGROUND INFORMATION**

It is our understanding that the Town of Marcellus intends to demolish remaining structure and remove associated debris from portions that have collapsed. Based on the age of the buildings involved, possible hazardous materials may be impacted. Arctic conducted a site visit on Tuesday, June 21<sup>st</sup>, 2016.

**SCOPE OF WORK**

**Asbestos** – Arctic shall provide a New York State Department of Labor (NYSDOL) asbestos-certified Building Inspectors to perform the asbestos bulk sampling associated with areas scheduled to be impacted by the proposed project. The work shall be performed in accordance with New York State Industrial Code Rule 56 asbestos bulk sampling protocols. In accordance with USEPA requirements, a minimum of two (2) samples of each suspect material shall be submitted for analysis. In accordance with New York State Department of Health-Environmental Laboratory Program requirements, non-friable organically bound materials not found to contain asbestos via PLM analysis (198.1) will be submitted for Transmission Electron

**Proposal for Limited Hazardous Materials Sampling  
Former Martisco Paper Mill, 4747 North St. Rd., Marcellus, New York**

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Microscopy (TEM) confirmation (via 198.6). In accordance with state and federal regulatory requirements, multi-layer materials must be segregated for analysis, as such no "composite" samples will be submitted for analysis.

The bulk samples will be collected and sent to AmeriSci New York (AmeriSci) for laboratory analysis. AmeriSci is an accredited New York State Department of Health (NYSDOH) laboratory, certified for the analysis of asbestos bulk samples. The sample turnaround time shall be five (5) days (from receipt at the laboratory), unless otherwise directed by the Client.

**Lead** – Arctic's Industrial Hygiene Technician will collect representative paint chip samples of painted components scheduled to be impacted by the upcoming renovation and demolition project. Samples will be submitted to Schneider Laboratories, a NYSDOH ELAP approved environmental laboratory for analysis. The sample turnaround time shall be five (5) days (from receipt at the laboratory), unless otherwise directed by the Client.

**PCBs in Caulks & Sealants** – Arctic's Industrial Hygiene Technician will collect representative samples of caulks/sealants scheduled to be impacted by the upcoming renovation and demolition project. Samples will be submitted to Schneider Laboratories, a NYSDOH ELAP approved environmental laboratory for analysis. The sample turnaround time shall be five (5) days (from receipt at the laboratory), unless otherwise directed by the Client.

**Other Hazardous / Special Waste Identification** – Arctic personnel will note the presence and location of miscellaneous building components that may contain hazardous or special wastes that may require special handling and disposal requirements. These materials include, but are not necessarily limited to: fluorescent light tubes (mercury), light ballasts (PCBs), exit signs (lead), solvents, paints, thermostats/switches (mercury), smoke detectors (lead), etc. Arctic will prepare an inventory of materials, approximate locations and quantities present on site at the time of our inspection.

## **REPORTING**

Arctic will issue one (1) final report which will include a summary of sampling data (including quantification/assessment-asbestos), electronic drawings depicting sample locations and ACM/PACM locations (assuming the Owner/Client provides relevant CAD/PDF files for our rendering), laboratory analysis reports, chain-of-custody documentation, laboratory accreditations and firm licensure. If existing drawing files do not exist, Arctic will prepare hand drawn site sketches.

TERMS & CONDITIONS

1. **Services.** This Agreement is entered into between Client and Arctic Enterprises, Inc. ("Consultant" or "Arctic") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these Terms & Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not the responsibility of the Consultant. This Agreement, including the contents of the proposal and the Terms & Conditions, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client. All time and mileage shall be billed from portal to portal from the nearest Arctic office.
2. **Payment.** Client shall pay invoices within fifteen (15) days of receipt. Invoices not paid within fifteen (15) days of the invoice date shall be subject to a late payment fee of 1½% per month from the date of invoice (18% annually). For municipal Clients in New York State, late payment fees shall be incurred up to 9% annually.
3. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
6. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
7. **Samples.** All samples shall remain the property of the Client. Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples.
8. **Client Responsibilities.** Client shall bear sole responsibility for (a) overall jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
9. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
10. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
11. **Attorneys' Fees.** Client agrees to pay upon demand all of Consultant's costs and expenses, including Consultant's reasonable attorneys' fees and disbursements, incurred in connection with the enforcement of this Agreement.
12. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination. This shall include weather-related conditions.
13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York. If any term herein is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect. If there is a lawsuit, Client hereby submits to the jurisdiction of the courts of and located within in Onondaga County, New York. Nothing herein shall affect the right of the Consultant to bring any action or proceeding against the Client or its property in the courts of any other jurisdiction.
14. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.



Environmental, Health & Safety Consultants

639 N. Salina St., Syracuse, NY 13208  
Phone: 315-428-1959 Fax: 315-428-0432  
www.churchillenvironmental.com

June 30, 2016

Town of Marcellus Code Enforcement Office  
24 East Main Street.  
Marcellus, NY 13108  
Attn. John Houser

Re: Asbestos, Lead Paint & PCB in Caulk Survey

Churchill Environmental, Inc. welcomes the opportunity to offer the following proposal for asbestos-containing materials (ACM), Lead Based Paint, and PCB in Caulk inspection services 4747 North Street, Marcellus, NY. We acknowledge that this inspection may be used as a guideline for future Operations and Maintenance Programs for Asbestos and Lead Based Paint. The scope of services to be provided in our proposal includes the following:

*PRE-DEMOLITION ASBESTOS INSPECTION*

Churchill Environmental personnel shall inspect the referenced structure(s) for asbestos-containing materials (ACM) in compliance with the New York State Department of Labor's (NYSDOL) asbestos regulation as it pertains to asbestos surveys (12 NYCRR Part 56, Subpart 56-5);

Inspections shall be conducted by NYSDOL certified Building Inspectors. Inspection personnel will have current certifications applicable to the work they are performing.

Inspection shall be conducted for the purpose of identifying asbestos or ACM throughout the structure(s), provided that these materials are in areas readily and safely accessible to inspection personnel. Inspection procedures may include the following:

- Review of building plans and records, if available, for references to asbestos or ACM used in construction, renovation, or repair;
- Determining locations of asbestos or ACM identified materials as a result of the completed inspection.
- Sampling of suspect material and subsequent analysis by a laboratory certified by the New York State Department of Health (NYSDOH) using selected methodology of sampling and analysis of asbestos.

**\*Proposal Must be signed before any work can begin.**

*PRE-DEMOLITION ASBESTOS INSPECTION (continued)*

Documentation such as building plans, drawings, diagrams or previous reports related to asbestos surveys shall be made available to Churchill Environmental to assist in completion of the proposed pre-demolition asbestos inspection.

The purpose of the inspection shall be to determine locations, attempt identification, and assess condition of the following types of installations relative to the asbestos or asbestos-containing material, as required by 12 NYCRR, Part 56, 56-1.9(c).

Surface Treatments	<ul style="list-style-type: none"><li>• fireproofing</li><li>• acoustical plaster</li><li>• finish plasters</li></ul>
Roofing and Siding	<ul style="list-style-type: none"><li>• felts</li><li>• flashing</li><li>• shingles</li><li>• galbestos</li></ul>
Thermal System Insulation	<ul style="list-style-type: none"><li>• equipment insulation</li><li>• piping &amp; fitting insulation</li><li>• boiler, breaching, duct &amp; tank insulation</li><li>• aircell, millboard, pre-formed plaster</li><li>• job molded plaster &amp; fibrous glass</li></ul>
Other Materials	<ul style="list-style-type: none"><li>• dust &amp; debris</li><li>• vinyl asbestos tile</li><li>• ceiling tile</li><li>• gaskets, seals &amp; sealants</li><li>• fire blankets</li><li>• cementitious board</li><li>• vibration reduction cloth</li><li>• fire curtains</li><li>• fire doors</li><li>• laboratory tables &amp; hoods</li></ul>

NOTE: Due to safety factors, time constraints, and/or cost considerations, it may not be practicable or realistic to expect 100% inspection of a building or property. Some areas or materials may not be readily or safely accessible to inspection personnel, resulting in the likelihood that not all ACM will be identified as a result of the completed surveys. Therefore, Churchill Environmental does not imply or guarantee that all asbestos-containing materials will be identified as a result of the completed inspection.

**\*Proposal Must be signed before any work can begin.**

**Martisco Paper Mill  
4747 North St. Rd.  
Marcellus, NY.**

**Asbestos Survey ..... \$2,100.00**  
\* This price is based on the number of samples to be taken for Asbestos Analysis. Churchill Environmental Inc estimates that there will be a total of seven (7) PLM, twenty-two (22) NOB, twenty-two (22) TEM samples taken for this survey. 5 Day Turnaround Time

**Lead Based Paint Inspection ..... \$600.00**

**PCB in Caulk ..... \$0.00**  
\* No Caulk found during walk through. (\$85.00 per sample if discovered)

**The estimate cost for these services will be ..... \$2,710.00**

Sincerely,



Raymond J. Churchill,  
V.P. of Operations  
Churchill Environmental Inc.

Proposal Accepted by:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**\*Proposal Must be signed before any work can begin.**