

MARCELLUS TOWN BOARD WORKSHOP AGENDA
August 25, 2016

CALL TO ORDER

SALUTE TO FLAG

BUSINESS AGENDA

- A. Audit of Bills
- B. Recreation Agreements – Amberations Summer Camp
- C. IMA (Intermunicipal Agreement) with County

ADJOURN BUSINESS SESSION

WORKSHOP AGENDA

- A. Creekwalk – John Curtin
- B. Purchase of New Mower
- C. Resolution – Approving Chrysler Road
- D. Paper Mill Update
- E. Insurance Information

F. 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, Sept. 8, 2016 – 7:00 pm – Town Hall
Town Board Meeting – Monday – Monday, Sept. 12, 2016 – 7:00 pm – Town Hall
Workshop Meeting – Thursday – Sept. 22, 2016 – 5:30 pm – Town Hall

Recreation Agreement – August 25, 2016

Amberations Summer Camp:

Amberatons Summer Camp

August 1 – 4, 2016

\$180 per student

Program IMA for Youth Services 2016

A G R E E M E N T

THIS AGREEMENT, by and between the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, by authority granted by Joanne M. Mahoney, Onondaga County Executive to the Commissioner of the DEPARTMENT OF CHILDREN AND FAMILY SERVICES, by its Acting Commissioner ANN ROONEY ("Commissioner"), having its principal office at 421 Montgomery Street, Syracuse, New York 13202, and Town of Marcellus, hereinafter called the "PROVIDER", which is a Town, having its principal office located at Town Hall, 24 East Main St, Marcellus, NY 13108, and wishes to contract with COUNTY for the provision of services to youth in the Central New York region;

W I T N E S S E T H:

WHEREAS, "COUNTY" shall mean the County of Onondaga; and

WHEREAS, "Municipal Entity" shall mean:

(1) a board of education as defined in Section Two of the New York State Education Law; or

(2) trustees of a common school district as defined in Section 1601 of the New York State Education Law; or

(3) A City, Village, Town or County as defined in General Municipal Law, and any subdivision thereof, including subdivisions thereof representing Departments of Police, Sheriffs, Parks and Recreation; and

WHEREAS, "OCFS" shall refer to the New York State Office of Children and Family Services; and

WHEREAS, "PROVIDER" shall mean a Municipal Entity approved by the County to provide services to youth in accordance with requirements set by OCFS in distributing its allocation to the County of funds for programs and services to youth; and

WHEREAS, the PROVIDER warrants that it can meet the goals and needs of youth by administering the following program(s) - Recreation Program, as more specifically outlined in the attached application dated for allocation of OCFS youth services funds dated July 1, 2016, which was approved by the County under applicable provisions of the New York Executive Law, Social Services Law and in compliance with the New York Code of Rules and Regulations, and shall comply with all other applicable federal, state and local laws; and

WHEREAS, the PROVIDER has been approved by the COMMISSIONER to provide youth services in accordance the approved application, and in compliance with New York State Executive and Social Services Laws; and

NOW, THEREFORE, in order to make available those services to youths

in the Central New York community as determined by the Department, the parties hereto mutually agree as follows:

SERVICES

The PROVIDER shall provide appropriate services for youths to attend the PROVIDER'S program during the term of this Agreement.

DOCUMENTATION

The PROVIDER shall have on file and/or furnish, upon request to the COUNTY with monthly claims, the required documentation for all children enrolled in its programs. Requirements shall include, but not be limited to:

1. The record shall contain sufficient information which:
 - supports the services rendered, including dates of service delivery;
 - documents the results of services;
 - is consistent with claim for reimbursement.
2. Pertaining to records, unprofessional conduct is defined as the act of revealing personal identifiable facts, data or information obtained in a professional capacity without the prior consent of the parent or legal guardian, except as provided by law.
3. The PROVIDER will comply with all federal and state records retention requirements. Evidence must be submitted to the municipality documenting the policy and procedures of the provider regarding record retention including filing, archiving and storage arrangements. In the event that the PROVIDER program closes for any reason, location and destroy dates of such records must be submitted in writing to the COUNTY.

FISCAL

All financial arrangements for services under this contract shall be between the COUNTY and PROVIDER. No parent or any other person shall be required or requested to make any payment for tuition, program fees, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this contract.

1. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. PROVIDERS agree to document delivery of services provided to all children in the manner prescribed by the COUNTY.
2. The PROVIDER shall submit an accurately completed claim with proper documentation to the COUNTY for services rendered not later than January 15, 2016, or thirty (30) days from the execution of this Agreement, whichever date is later.
3. The PROVIDER shall include, with the claim, with detailed documentation of expenses incurred in performance of this Agreement.

4. The PROVIDER shall submit any and all data as required by the COUNTY for budgeting, reimbursement and forecasting. The PROVIDER shall prepare and make available such statistical, financial and other reports as required. All documents and records shall be consistent with New York State and Federal financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the PROVIDER for such time as mandated by Federal and State requirements.
5. These records shall be subject at all reasonable times to audit.
6. The PROVIDER certifies that all information submitted for payment will be true, accurate and complete. The PROVIDER acknowledges that this information may be used for billing and payment and satisfaction of the claim from federal and/or state funds. The PROVIDER understands that any false claims, statements or documents, or concealment of material facts, may be prosecuted under applicable federal and state laws. The PROVIDER certifies that all services reported have been provided by or under the direction of a qualified provider in accordance with all applicable requirements of the State and Federal Laws and Regulations. Any errors discovered after submission will be immediately reported by the PROVIDER to the COUNTY for adjustment.

REIMBURSEMENT

The COUNTY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for expenditures made for contracted services and related expenses incurred following completion and submission of COUNTY-required forms and sufficient documentation to support claims for related expenses incurred in performance of this Agreement.

COMPENSATION

The Department will pay the Contractor according to the following terms and conditions:

a. Allocation

The PROVIDER is allocated \$730 for Recreation, with a maximum compensation that may be paid under this agreement of \$730.

b. Actual Compensation

Actual compensation shall be determined by actual expenses incurred. Any unexpended funds which have been paid to the Contractor pursuant to the Agreement shall be accounted for and refunded to the County within thirty (30) days.

AGREEMENTS

In the event that the COMMISSIONER withdraws approval for the operation of any program or service at any site as approved hereunder, such action

shall constitute an immediate amendment to this contract removing inclusion of such program or service from the scope of services covered under this Agreement. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site covered by the scope of this Agreement, the PROVIDER shall give written notice of such intention to the COUNTY not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program or service from the scope of services covered under this Agreement.

TERMS

This contract shall take effect as of January 1, 2016 and terminate on December 31, 2016; unless this agreement shall be deemed to have terminated at any time that the COMMISSIONER withdraws approval for the PROVIDER to provide services or programs for youths. This contract may be renewed upon notification by the COUNTY, and acceptance by the PROVIDER at least thirty (30) days prior to the expiration of the existing term.

1. The PROVIDER shall not reassign this contract.
2. The COUNTY and the PROVIDER shall observe and require the observance of all applicable federal and NYS requirements relating to confidentiality of records and information by all subcontractors and their employees.

TERMINATION OF CONTRACT

The COUNTY shall have the right to terminate this Agreement, on the following basis:

1. If the PROVIDER fails to fulfill in a timely and proper manner its obligations under this agreement.
2. If the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses funds from whatever source.
3. If an agency PROVIDER knowingly fails to act upon the conviction of an employee or employees of a criminal offense that may reflect on the ability to provide these services in a manner or environment that provides for the highest degree of emotional and physical welfare and safety for the youths participating in the program.
4. Upon failure of the PROVIDER to cooperate with an audit by the County.

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The PROVIDER covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or

property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to PROVIDER if self-employed, PROVIDER's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained, in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the PROVIDER.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if PROVIDER serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from PROVIDER to PROVIDER's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, PROVIDER provides to the County a duly certified letter from PROVIDER's insurer(s): (i) Giving notice to PROVIDER that the claim is not within the scope of coverage of insurance contracts that PROVIDER is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with (PROVIDER's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to PROVIDER's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the PROVIDER.

The PROVIDER further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE

PROVIDER shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to PROVIDER AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from PROVIDER's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to PROVIDER if self-employed, PROVIDER's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the PROVIDER shall not be

required to name the County as an additional insured on policies issued to it for the professional liability of the PROVIDER.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The PROVIDER agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than \$1 Million (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage.

DUTY TO MAINTAIN CONFIDENTIALITY

The PROVIDER agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

NON-ASSIGNABILITY

The PROVIDER shall not assign this contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this contract as an amendment.

NON-DISCRIMINATION

No discrimination because of race, color, national origin, ancestry, disability, gender, sexual orientation or religion shall be made in the employment of persons to perform services under this contract. PROVIDER agrees to meet all requirements of the State and federal laws pertaining to non-discrimination in employment.

SEPARABILITY: WAIVER

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of same by the other party.

APPLICABLE LAW

This contract shall be governed by the laws of the State of New York.

ENTIRE CONTRACT

The terms of this contract, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this contract will be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic contract, and is approved by the Commissioner.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the PROVIDER covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights. PROVIDER covenants and agrees to comply with statutory and regulatory obligations regarding individuals or entities whose participation in Federal programs including Medicaid, has been restricted, terminated or excluded under the provisions of 42 CFR 1001.

LICENSES AND CERTIFICATES

The PROVIDER hereby agrees that it will obtain at its own expense all licenses or certificates for the work performed under this contract, as required by law, prior to the commencement of work and at points of renewal.

CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

COUNTY OF ONONDAGA DEPARTMENT OF CHILDREN
AND FAMILY SERVICES

Dated: _____ 2016

By: _____
ANN ROONEY, ACTING COMMISSIONER

Town of Marcellus

Dated: _____ 2016

By: _____
Name:
Title:

Form 1

State of NEW YORK)
County of ONONDAGA) ss.:

On the ____ day of _____ in the year 2016 before me the undersigned, personally appeared ANN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as ACTING COMMISSIONER of the Onondaga County Department of Children and Family Services and that by her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

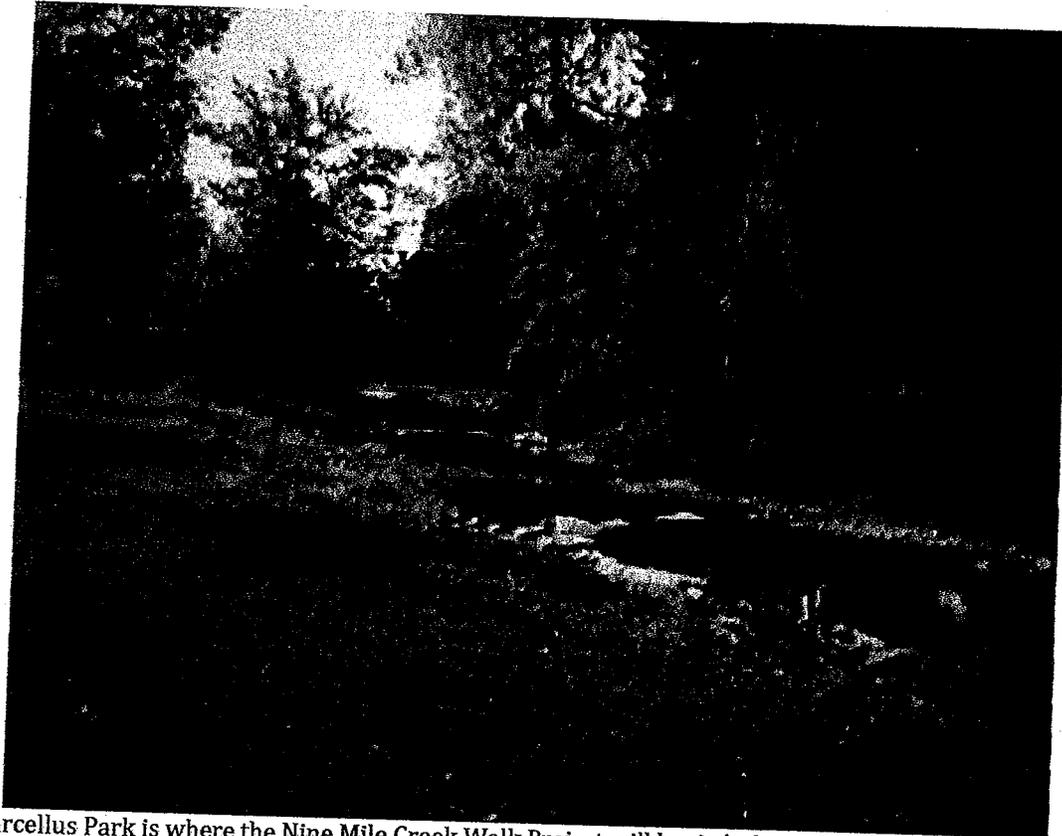
Notary Public

State of NEW YORK)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me personally came _____, who, being by me duly sworn, did depose and say that that s/he is the (title) _____ of Town of Marcellus, the municipal entity described in and which executed the above instrument; and that s/he signed his or her name thereto by authority of the governing body of said municipal entity.

Notary Public

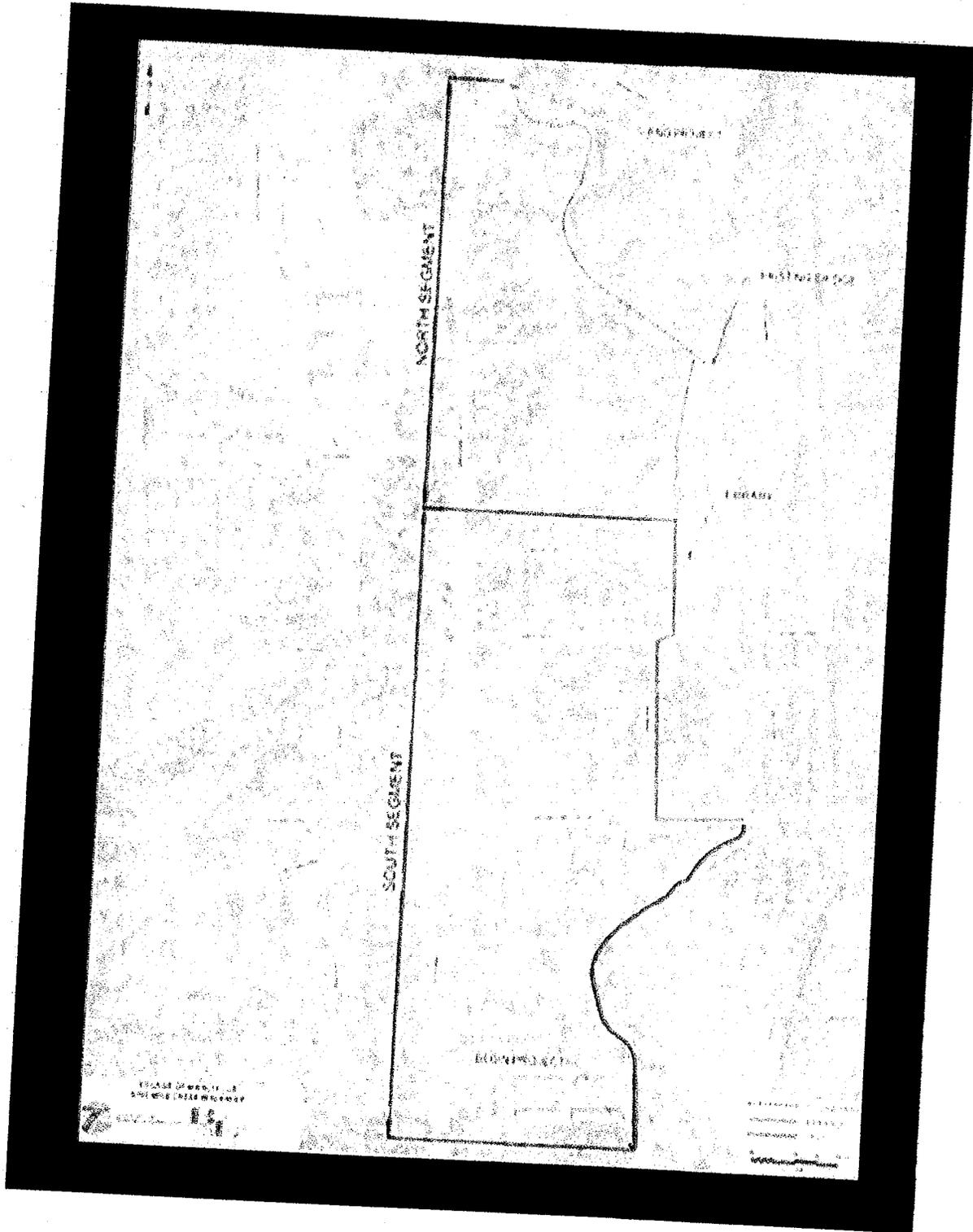
Marcellus' Nine Mile Creek Walk Project taking new direction in construction due to financing



Marcellus Park is where the Nine Mile Creek Walk Project will begin before proceeding through the village to end up at the Marcellus Library.

In 2001, the Village of Marcellus was awarded a \$214,000 transportation enhancement project funding, a grant with an 80/20 split for the construction of a creek walk trail through the Village. However, since the time that the Village received the grant, the cost of putting in the trail has increased so much that the scope of the project has been reduced substantially. What began as a walking trail that would connect the Town of Marcellus Park with the Marcellus High School, through the Village along an old rail bed, has been dramatically reduced in scale, alignments have been altered and the project has been divided into a southern segment and a northern segment. Given available funding, the Village plans to advance the southern segment, starting at the Town Park and extending northerly along the creek to Main Street, then follow existing sidewalks westerly along existing Main Street to Orange Street and then follow existing sidewalks northerly along Orange Street to the area of the Marcellus Free Library on Maple Street. After almost 15 years of planning, realignment and delay, the much-reduced project was put out to bid in March 2016. The Village Board rejected the bids because they were so outrageously high and has since been consulting with its engineers and NYSDOT to determine if part of the trail could be constructed

at this time and the remainder constructed when more funds become available. The Board is also looking into having some of the highway department members, from both the Village and the Town, through an Intermunicipal Agreement, complete some of the work involved, particularly the clearing that is necessary. The Board and Village residents remain hopeful that construction might begin this summer, provided new funding can be obtained and Village/Town employees can be utilized so as to reduce cost.



INTERMUNICIPAL AGREEMENT
BETWEEN
The Town of Marcellus and The Village of Marcellus

Agreement made as of this ____ day of _____, 2016, by and between the Town of Marcellus, a municipal corporation, with its offices at 24 East Main Street, Marcellus, New York (hereinafter referred to as the "Town") and the Village of Marcellus, a municipal corporation of the State of New York, with its offices at 6 Slocombe Avenue, Marcellus, New York (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Village, since 2002, has been actively involved in the planning, design and construction of a walking trail along Nine Mile Creek, one that will connect the Marcellus Town Park trail with East Main Street in the Village, and;

WHEREAS, the Village of Marcellus has been able to acquire, through the office of NYSDOT Real Estate, those properties along the proposed trail necessary for the construction of a creek walk trail, and;

WHEREAS, the Village of Marcellus, on March 9, 2016, accepted bids for the construction of the trail, and;

WHEREAS, the Village of Marcellus, on _____, 2016, rejected bids for the construction of the trail because said bids were so outrageously high, and;

WHEREAS, the Village of Marcellus has now then turned to discussion with the Town of Marcellus so as to determine the feasibility of employing Village and Town Highway department members to complete some of the work involved in construction of the trail, and;

WHEREAS, the engineering firm of Barton & Loguidice has split the project into two efforts (1) the work that Village/Town could do, and (2) the remaining work that would need to be done by an outside contractor, and;

WHEREAS, the Village of Marcellus agrees to provide, at its expense, all survey operations that will be necessary for construction of the trail, and;

WHEREAS, the Village of Marcellus agrees to provide, at its expense, all materials that will be used in construction of the trail, specifically:

- Geotextile separation
- Silt fence
- Galv. Steel End Sections (2-2/3" x 1/2 in Corr.) 15 in. diam. 16 GA
- Galv. Steel End Sections (2-2/3" x 1/2 in Corr.) 30 in. diam. 14 GA
- Corrugated Steel Pipe (2-2/3" x 1/2 in Corr.) 24 in. diam. 16 GA Polymer Coated
- Smooth Interior Corrugated Polyethylene Culvert & Storm Drain - 12 in. diameter
- Smooth Interior Corrugated Polyethylene Culvert & Storm Drain - 24 in. diameter

Topsoil for Lawns
Turf Establishment for Lawns
Planting Evergreen Shrubs
Wood Bollards, Fixed
Railing, Type 01
Basic Work Zone Traffic Control
Survey Operations
Ground Mounted Sign Panels Less than or Equal to 30 sf., with Z-bars
Ground Mounted Sign Panels Les, Without Z-bars – High Visibility Sheeting
Ground Mounted Sign Panels Les, With Z-bars – High Visibility Sheeting
Type A Sign Posts
White Epoxy Reflectorized Pavement Strips – 15 mils.

WHEREAS, the Village of Marcellus and the Town of Marcellus have agreed to allow members of their Highway Departments to help one another complete some of the work involved in construction of the trail, some of which would include the following:

Clearing and grubbing – removing cut trees, stumps, brush and vegetation along trail
Unclassified excavation and disposal – earth excavation
Embankment – earth fill
Trench & culvert excavation – digging trench for pipe installation
Trail Surface Course – stone dust – placement and compaction of stone dust, top course on trail
Sub-base course – optional – moving, placement and compaction of road millings as sub-base
Geotextile separation – install fabric geotextile (NYSDDOT approved material)
Silt fence – install fabric silt fence
Galv. Steel End Sections – install drainage item
Galv. Steel End Sections – install drainage item
Corrugated Steel Pipe – install drainage item
Smooth Interior Corrugated Polyethylene Culvert & Storm Drain – install drainage item
Smooth Interior Corrugated Polyethylene Culvert & Storm Drain – install drainage item
Topsoil, Lawns – install topsoil along sides of trail
Turf Establishment, Lawns – seed/much or hydro-seed top-soiled and disturbed areas
Planting Evergreen Shrubs – dig holes, plant shrubs
Wood Bollard, Fixed – install wood bollards
Railing, Type 01 – construct trail railing
Basic Work Zone Traffic Control – signage and flagging as needed when on roads
Ground Mounted Sign Panels Less than or Equal to 30 sf., with Z-bars – install signage item
Ground Mounted Sign Panels, Without Z-bars – High Visibility Sheeting – install signage item
Ground Mounted Sign Panels, With Z-bars – High Visibility Sheeting – install signage item
Type A Sign Posts – install signage item
White Epoxy Reflectorized Pavement Strips – install pavement strips on Main St and side streets

WHEREAS, the Town now enters into an Intermunicipal Agreement with the Village dated _____, 2016 to effectuate the construction of the Village creek walk, and allow the Town Highway Department members, at the discretion of its Superintendent, to assist Village Highway Department members, and;

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the Town and Village do hereby agree as follows:

1. VILLAGE ACTIONS

The Village agrees to

- a. Provide all survey operations necessary for the construction of the trail, and;
- b. Provide for all materials to be used in the construction of the trail, as outlined in the foregoing
- c. Provide all security necessary for use of the trail by the general public, upon completion

2. TOWN ACTIONS

The Town agrees to

- a. Allow members of the Town Highway Department to help the Village Highway Department in the construction of the trail; and
- b. Allow the Highway Superintendent to provide Town equipment that he deems is appropriate for construction of the trail.

3. HOLD HARMLESS

The Village shall indemnify, defend, keep and hold the Town, including its officers, agents and employees, harmless from and against any and all damages, costs, expenses and liability arising from any negligence by the Village or Village's failure to comply with any of the terms, covenants and conditions herein contained. The Town shall indemnify, defend, keep and hold the Village harmless from and against any and all damages, costs, expenses and liability arising from any negligence by the Town or Town's failure to comply with any of the terms, covenants and conditions herein contained. The obligation to indemnify shall also include the duty to pay any judgments or settlements, and all reasonable costs, fees and expenses, including attorney fees, incurred in connection therewith.

4. LENGTH OF AGREEMENT

The term of this Agreement shall be from _____, 2016 until _____, 2016, after which time, the Agreement will become null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

TOWN OF MARCELLUS

By _____

Town Supervisor

VILLAGE OF MARCELLUS

By _____
Mayor

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
TOWN OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, acknowledged that _____ resides at _____, in _____, New York that _____ is the _____ of the Town of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.
VILLAGE OF MARCELLUS)

On this _____ day of _____, 20____, before me personally appeared _____ to me personally known, who, acknowledged that _____ resides at _____, in _____, New York, that _____ is the _____ of the Village of Marcellus, the corporation described in and which executed the within instrument, and that the instrument was sealed and executed pursuant to the authority in _____ vested.

Notary Public



QUOTATION

6803 Manlius Center Road, East Syracuse, NY 13057 phone (315) 437-1471 fax (315) 437-4041

TO:

Customer	TOWN OF MARCELLUS		
Address	24 EAST MAIN STREET		
City, State, Zip Code	MARCELLUS, NY 13108		
Contact Person	DON MCLAUGHLIN		
Phone Number	315-673-3269	Fax Number	0
Date of Quotation	6-22-16	Quotation Price Good Through	
Salesman Name	0		

Stock #	New or Used	Description	Price
1	NEW	ALAMO 74" GRASS KING HD FLAIL MOWER EXTREME SERVICE 4 OZ KNIVES 1 YEAR WARRANTY	\$18,325
		PER NYS OGS CONTRACT AWARD # PGB-22792	
		THEY MAKE A 67" GRASS KING ALSO	
		SEE SPECS FOR MORE INFO	

Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-in allowance)

0	0	0	0	0	\$0
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DETAILS OF PROPOSED TRANSACTION:

CASH PRICE _____
 -TRADE-IN (see above) _____
 NET PRICE _____
 SALES TAX (if applicable) _____
 FET ON NET (if applic.) _____
TOTAL PRICE

TERMS AVAILABLE:

12mos @ =
 24mos @ =
 36mos @ =
 48mos @ =
 60mos @ =

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

Sales Representative

Thank You

RESOLUTIONS

*Required to:

- accept new roads
- to add old roads not in inventory
- as acknowledgement that roads that appear to be private are actually public
- to accept more than minor length changes

Must include:

- local governing body (Town Board) acceptance of all legal and maintenance and repair responsibility for the roadway
- an indication that the resolution has been voted upon and passed
- the name of each road specifically (may do so in an attachment)
- a 'To' and 'From' for each road
- an approximation of length for each road

May:

- issue a new resolution for an old road
 - Original resolutions when the roads were first accepted are not necessary
- use a "blanket" resolution if there is more than one road being added, although all roads must be listed

*Note: Roads must exist and currently be open to the public (except for limited construction periods)



Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

LOCAL ROADS GIS PROJECT – NYSDOT REGION 3, 4, 5

LOCAL HIGHWAY INVENTORY

The Local Highway Inventory (LHI) will soon be distributed to begin the annual update process. Please work with your NYSDOT LHI coordinator (noted below) for the addition of new roads, extensions of existing roads, abandonments and jurisdictional transfers as normally submitted through the annual update process. Please see the **Local Roads GIS Project** section below for questions or responses to the proposed edits resulting from the GIS project. Regional LHI coordinators:

Region 3 – Cayuga, Cortland, Onondaga, Oswego, Seneca, and Tompkins Counties

John Reichert, NYSDOT Region 3, 333 E. Washington Street, Syracuse, NY 13202
315-428-4405, John.Reichert@dot.ny.gov

Region 4 – Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, and Wyoming Counties

Jim Fairchild, NYSDOT Region 4, 1530 Jefferson Road, Rochester, NY 14623
(585) 272-4803, James.Fairchild@dot.ny.gov

Region 5 – Cattaraugus, Chautauqua, Erie, and Niagara Counties

Jim Cuozzo, NYSDOT Region 5, 100 Seneca Street, Buffalo, NY 14203
(716) 847-3883, James.Cuozzo@dot.ny.gov

LOCAL ROADS GIS PROJECT – Proposed Edits

Questions and responses to the proposed changes provided to you and discussed at the outreach meetings for the project should be directed to the project team in the Main Office of NYSDOT in Albany:

Caitlin Clark Caitlin.Clark@dot.ny.gov

Kelsey Pianka Kelsey.Pianka@dot.ny.gov

Allison Weber Allison.Weber@dot.ny.gov

Tina Daniels Tina.Daniels@dot.ny.gov

(518) 457-1965 – If no answer, please leave a message and a project team member will get back to you.

NYSDOT Highway Data Services Bureau
50 Wolf Road, 4-2
Albany, New York 12232
ATTN: Local Roads GIS Project

NOTE: If not sure whether to contact the NYSDOT Regional Office or the NYSDOT Highway Data Services Bureau in Albany, feel free to contact or send your materials to either one. We will be coordinating our efforts and will forward materials to each other where necessary.

Karen Pollard.

From: Reagan Companies [chris.arnold@reagancompanies.com]
Sent: Wednesday, August 17, 2016 2:25 PM
To: Karen Pollard
Subject: Average 2017 small group health insurance rate increases now known

Hi, just a reminder that you're receiving this email because you have expressed an interest in our informational emails. Don't forget to add chris.arnold@reagancompanies.com to your address book so we'll be sure to land in your inbox!

You may [unsubscribe](#) if you no longer wish to receive our emails.



August 11, 2016

Dear Karen,

The small group (those with 2-100 full time and \ full time equivalent employees) rates requested by our Central and Western New York insurance carriers have been reviewed and "adjusted" by the NYS Department of Financial Services. We can tell you now what the *average* increases are, but not the increases for any specific plan. The rates for specific plans will come out around October 1st.

Two carriers to focus on

Our marketplace for small group health insurance has shrunk to two carriers in recent years, Excellus and MVP.

This [link](#) will take you to the DFS website to view the average 2017 increases for both small group and individual plans from these two carriers (and many others that are not in our marketplace). The average Excellus small group increase is 10.7%, and the average MVP plan increase varies from 5% for those plans sold on the Exchange and 6.7% for those not on the Exchange.



We'll have more information to come as we approach the Fall. The Excellus and MVP health plans have broker meetings schedule in the latter part of September, where they will announce plan and benefit changes for the coming year, followed closely by the actual rate announcements.

Sincerely,

Chris

Karen Pollard

From: Chris Arnold [chris.arnold@reagancompanies.com]
Sent: Wednesday, August 17, 2016 2:31 PM
To: Karen Pollard
Subject: Town of Marcellus : Execllus average increase for 2017
Attachments: Excellus Proposed rate increases for 2017.pdf; Town of Marcellus 2016 Heath Plan Comparison.xls

Karen,

I've put your Town address in my contacts for the group email that I had sent out, and I have re-sent the email to you. This is the one about the average increases. The email contained a link to DFS, which is here too:
<http://www.dfs.ny.gov/about/press/pr1608051.htm>

Attached to this email are the rates, by plan, that Excellus requested. You have the Standard Platinum plan and the Gold 5 plan (both). Excellus requested a 15.5% increase on the Platinum plan and a 13.7% increase on the Gold plan. For planning purposes, those would be your *worst case scenarios* if you stayed with those two plans (you don't have to stay with them). We don't know what DFS granted for those plans (yet).

Please let me know if you have any questions.

I've got 9/22 at 5:30 in my calendar.

Thanks.

Chris

Chris Arnold, ACBC
Employee Benefits Risk Manager
Reagan Companies
(315) 673-5322 - Phone
(315) 673-1121 - Fax
(315) 263-6333 - Cell
chris.arnold@reagancompanies.com

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Excellus : Proposed % Premium Rate Changes for 2017

	CNY	Rochester	Utica/Watertown
Platinum 1			
Platinum 2	14.9		8.8
Platinum 3	13.0	10.7	6.9
Platinum 4			
Standard Platinum	15.5	10.7	
Gold			
Gold 1	13.9		
Gold 2			
Gold 3	14.9	12.6	
Gold 4			
Gold 5	13.7		
Gold 6			
Gold 9	15.3		
Gold 11			
Gold 13	12.6		
Gold 14			
Gold 17			8.3
Gold 18		13.1	
Healthy New York	16.2		
Silver			
Silver 1			
Silver 2			8.4
Silver 3			
Silver 4	15.1	12.8	
Silver 5			
Silver 6	13.9	11.7	7.8
Silver 7			
Silver 10			
Silver 11			
Silver 14	8.9		3.1
Silver 15	13.3		7.2
Bronze			
Bronze 1			
Bronze 2			
Bronze 3			4.9
Bronze 4	10.4		4.5
Bronze 5	8.3		
Standard Bronze HSA	6.1		

