

Marcellus Town Board
Regular Meeting
Wednesday, January 5, 2022
6:30 PM

Call to Order

Salute to Flag

- I. Approve Minute
- II. Approve Monthly Activity
- III. **OLD BUSINESS**
 - A. Fire Alarm Contract
 - B. SAM Grant
- IV. **NEW BUSINESS**
 - A. Village Project – Teft Meadows Development Project
- V. Comprehensive Plan
- VI. Town Hall
- VII. Discussion Agenda
- VIII. Adjournment

Future Meeting Dates:

Workshop Meeting – Wed - January 19, 2022 – 6:30 PM – Town Hall

Town Board Meeting – Wed. Feb. 2, 2022 – 6:30 pm – Town Hall

Planning/Zoning Meeting – Mon. – Feb. 7, 2022 – 6:30 pm – Town Hall



ROPOSAL

TOWN OF MARCELLUS FIRE ALARM MONITORING & SERVICE AGREEMENT FY 2022

PREPARED BY

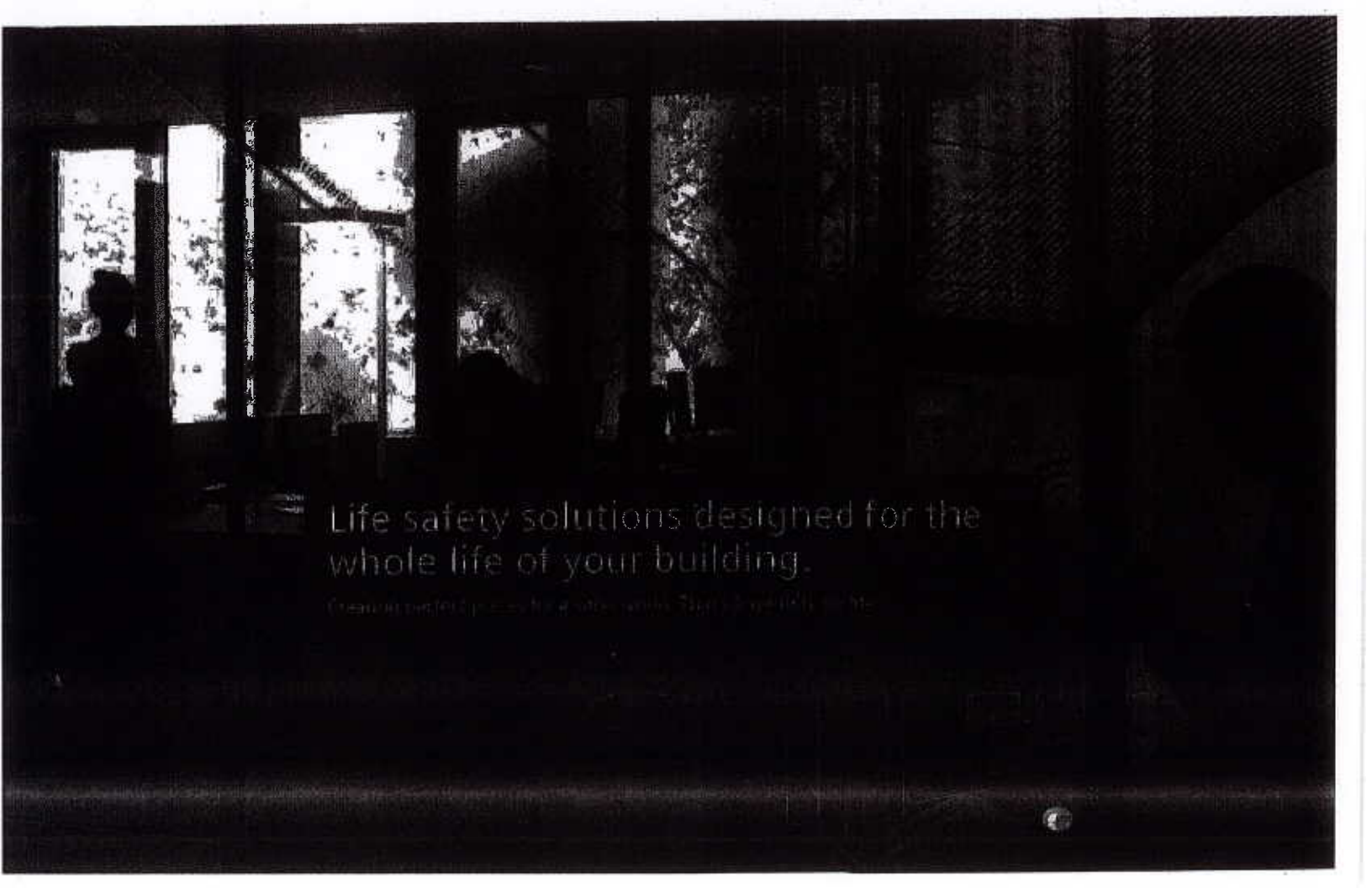
Siemens Industry, Inc.

PREPARED FOR

TOWN OF MARCELLUS

DELIVERED ON

December 08, 2021



Life safety solutions designed for the
whole life of your building.

Create an optimal space for a safer world. Start by working with us.

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Contact Information

Opp. ID #	0063V00000A7pbnQAB
Proposal #:	6485529
Date:	December 08, 2021
NYS License #	12000295660

Sales Executive:	Steve Martini
Branch Address:	50 Orville Drive Bohemia New York, 11716-2548
Telephone:	(315) 243-9698
Email Address:	Steve.Martini@siemens.com

Customer Contact:	TOWN OF MARCELLUS
Customer:	TOWN OF MARCELLUS
Address:	24 E. MAIN STREET
	MARCELLUS, NY 13108
Services shall be provided at:	TOWN OF MARCELLUS - 24 E. MAIN STREET
	MARCELLUS, NY 13108



Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for the Town of Marcellus, and the services provided herein will help you in achieving your facility goals.

Our Services

Siemens will provide the following services.

Service Description

- Alarm Management Services - Fire
- Fire Alarm System – Annual Test & Inspection
- Fire Alarm System - Repair & Replacement Services



Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure your satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Fire Services we are pleased to offer the following services:

- Manage System Operation & Compliance
- Optimize Performance & Productivity

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction

NFPA – National Fire Protection Association

Manage System Operation & Compliance

Fire Alarm System - Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

Fire Alarm System – Annual Test & Inspection

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Siemens will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the system
- Inspect the fire alarm control panel as well as remote panels, if any
 - Check voltage readings, amperage, and battery capacity
 - Check wire terminals for loose connections on batteries
 - Check fuses, LEDs, and lamps
- Test and Inspect initiating devices
 - Verifying that each device is accurately represented on the fire alarm control panel
- Test and Inspect notification appliances
- Test and Inspect the activation of all output relays



- Test and Inspect condition and operability of tamper switches, low pressure alarms, manual pull stations, and flow switches
- Test central station communication of alarms, if monitored
- Inspect and activate outputs which trigger equipment shutdown, HVAC (smoke control), and equipment startup
- Confirm all devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Optimize Performance & Productivity

Alarm Management Services - Fire

Siemens will coordinate and administer off-site monitoring of your fire alarm and life safety system via Siemens or a third-party UL Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered in writing by the Authority Having Jurisdiction. Daily system tests are standard in fire monitoring to ensure the communication path is operational. All low priority signals to be sent via text/email.



Emergency Response Times – Fire

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Hours of Coverage	Mon-Fri, 8:00 AM - 5:00 PM
Response Times (Phone/Online)	Billable
Response Times (On-site/Emergency)	Billable
Remote Services	Yes
Third-Party Systems	No
Monitoring	Yes

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

Service Details

Fire

Alarm Management Services - Fire	1	17	1,2,3



Maintained Equipment Table

Fire

Fire Alarm Control Panel	Fire Alarm System – Annual Test & Inspection	1	1	1,2,3	Onsite	N/A
Monitor Module Input Point	Fire Alarm System – Annual Test & Inspection	1		1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	1		1,2,3		Material and Labor
Addressable Pull Station	Fire Alarm System – Annual Test & Inspection	10	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	10		1,2,3		Material and Labor
	Fire Alarm System – Annual Test & Inspection	1	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	1		1,2,3		Material and Labor
Speakers or Horns	Fire Alarm System – Annual Test & Inspection	3	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	3		1,2,3		Material and Labor
	Fire Alarm System – Annual Test & Inspection	1	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	1		1,2,3		Material and Labor
Strobe						

Fire

	Fire Alarm System – Annual Test & Inspection	19	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	19	1	1,2,3		Material and Labor
Addressable Duct Detector	Fire Alarm System – Annual Test & Inspection	2		1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	2	1	1,2,3		Material and Labor
Addressable Smoke Detector	Fire Alarm System – Annual Test & Inspection	2	1	1,2,3	Onsite	
	Fire Alarm System – Repair & Replacement Services	2	1	1,2,3		Material and Labor



Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Steve Martini manages the overall strategic service plan based upon your current and future service requirements.

Ron Clouthier is responsible for managing the delivery of your entire support program and service requirements.

Brenda Hazelmyer is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Nathan Sessler is responsible for performing the ongoing service of your system.

Terms and Conditions

Terms & Conditions
(<http://go.siemens.net/95260872>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

SI Monitoring Rider
(<http://go.siemens.net/31208927>)

SI Fire Life Safety Rider
(<http://go.siemens.net/36296931>)

SI Exclusions and Clarifications
(<http://go.siemens.net/49539933>)



Agreement Terms for Investments

Services shall be provided at:

TOWN OF MARCELLUS - 24 E. MAIN STREET
MARCELLUS, NY 13108

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning 2022-01-17. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

1	Jan 17, 2022 - Jan 16, 2023	Annually	\$1,133.98
2	Jan 17, 2023 - Jan 16, 2024	Annually	\$1,167.98
3	Jan 17, 2024 - Jan 16, 2025	Annually	\$1,202.40
Multi-Period Investment Total			\$3,503.16

NYS CONTRACT PT68860

*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.



Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

1	Jan 17, 2022 - Jan 16, 2023	Annually	\$1,134.38
2	Jan 17, 2023 - Jan 16, 2024	Annually	\$1,167.38
3	Jan 17, 2024 - Jan 16, 2025	Annually	\$1,202.40

Proposed by:

Siemens Industry, Inc.

Company

Steve Martini

Name

6485529

Proposal #

\$3,503.16

Proposal Amount

December 08, 2021

Date

Accepted by:

CONCORD ELECTRIC CORP

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing only ☐ PO not required

Appendix A: Siemens Service Portfolio

Advisory and Performance Services

Master Service Operative Assistance Operative assistance services are provided to customers to ensure the safe and efficient operation of their Siemens equipment. These services include: 24/7 emergency response and on-site support - Remote diagnostics and troubleshooting - On-site training and technical support - Preventive maintenance and safety checks - Parts and materials supply Operative Assistance Operative assistance services are provided to customers to ensure the safe and efficient operation of their Siemens equipment. These services include: 24/7 emergency response and on-site support - Remote diagnostics and troubleshooting - On-site training and technical support - Preventive maintenance and safety checks - Parts and materials supply	Optimize Performance & Productivity Optimize Performance & Productivity services are designed to help customers maximize the efficiency and productivity of their Siemens equipment. These services include: - Performance analysis and optimization - Productivity improvement programs - Process optimization and automation - Energy efficiency audits and recommendations - Compliance and safety audits Optimize Performance & Productivity Optimize Performance & Productivity services are designed to help customers maximize the efficiency and productivity of their Siemens equipment. These services include: - Performance analysis and optimization - Productivity improvement programs - Process optimization and automation - Energy efficiency audits and recommendations - Compliance and safety audits	Energy Efficiency & Sustainability Energy Efficiency & Sustainability services are designed to help customers reduce their energy consumption and improve their sustainability. These services include: - Energy audits and energy management systems - Sustainability consulting and reporting - Renewable energy integration and design - Carbon footprint analysis and reduction strategies - Compliance with energy and sustainability regulations Energy Efficiency & Sustainability Energy Efficiency & Sustainability services are designed to help customers reduce their energy consumption and improve their sustainability. These services include: - Energy audits and energy management systems - Sustainability consulting and reporting - Renewable energy integration and design - Carbon footprint analysis and reduction strategies - Compliance with energy and sustainability regulations	Project Management & Construction Project Management & Construction services are designed to help customers manage their construction projects from start to finish. These services include: - Project planning and scheduling - Cost estimation and budgeting - Procurement and contract management - Construction management and quality control - Commissioning and handover Project Management & Construction Project Management & Construction services are designed to help customers manage their construction projects from start to finish. These services include: - Project planning and scheduling - Cost estimation and budgeting - Procurement and contract management - Construction management and quality control - Commissioning and handover
Digital Services			

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT
AGREEMENT FOR FIRE SERVICE (2022)**

THIS AGREEMENT, made the 1st day of January, 2022, by and between the Town of Marcellus, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "Town"), and Marcellus Fire Department, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Marcellus, New York (hereinafter "Department").

WITNESSETH:

WHEREAS, Department is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to persons in the Town of Marcellus including the entire corporate limits of the village of Marcellus; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Marcellus including the corporate limits of the village of Marcellus, as now included in the Marcellus Fire Protection District; and

WHEREAS, the Department maintains adequate and suitable apparatus, appliances and equipment for the furnishing of fire protection of said district; and

WHEREAS, the Town agrees that Department shall be the exclusive provider of primary fire protection services in the Town of Marcellus, including the village of Marcellus as now included in the fire protection district; and

WHEREAS, the Department does not maintain an ambulance and will not provide general ambulance services.

WHEREAS, a special law has been enacted that has permitted the town and village to extend the Marcellus Fire Protection District into the village of Marcellus, thus creating one fire protection district encompassing all of the limits of the town, including the corporate limits of the village of Marcellus, and such extension has now occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY SERVICES

Department will provide Town with personnel, apparatus, vehicles and equipment necessary to provide fire protection and rescue services capable of properly responding to emergencies on an on-going basis within the Town of Marcellus Fire Protection District. Fire protection shall be defined as Section 184 of the Town Law, but shall not include inspections of buildings and properties in the Town of Marcellus for the purposes specified in and as authorized by sections 187-a and 183 of the Multiple Residence Law, and section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

2. THE FIRE STATION

During the term of this agreement, the Town shall provide Department with suitable housing in order to house the Department's apparatus, equipment, vehicles and supplies and in order to provide such fire protection and shall maintain such housing in good order.

The Department acknowledges the Marcellus Fire Hall located at 4242 Slate Hill Road, Marcellus, New York constitutes suitable housing.

The maintenance of the building and property shall be the responsibility of the Department utilizing designated funds from Schedule "A"

The Department may establish a reserve fund for the maintenance of the fire station. The balance of said building maintenance reserve fund shall not exceed \$75,000. The Department further agrees to notify the Town Board and obtain approval from the Town, for any maintenance projects in excess of \$5,000 and follow all Department procurement policies with respect to same.

3. TERM

The term of this Agreement shall commence on January 1, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

4. COMPENSATION AND VFBL

Town agrees to pay Department those amounts as provided in Schedule "A", payable in installments as set forth in Schedule "B". Such funds shall be used by the Department solely for the administration of the fire department equipping fire department as necessary for recruitment and retention, and for such other purposes as related to providing fire protection or administering a fire department and as permitted by the Department's not-for-profit status.

Department shall provide reports to the Town, no less than monthly, with itemized income and expenses which, at a minimum, disclose all income received from any and all sources. This report must be received and approved by the Town Board prior to and as a pre-requisite to any installment payment made by the Town to the Fire Department pursuant to Schedules "A" and "B" to this Agreement. Department shall notify the town of any change in expense line item from which funds were originally budgeted, but in no event shall the Department expend funds in excess of \$5,000 outside the line item budget without Town approval. Except as may be restricted by paragraph two (2) above, the Department may transfer any unexpended portion of any line item to a capital or reserve fund. The Department will provide a report annually of the amount of the capital and reserve funds. The report will also include the line item surpluses from that year applied to the capital or reserve fund.

In addition to the foregoing, the Fire Department will provide to the Town each year prior to and in preparation for the Town's budget process the following:

- a statement itemizing the estimated costs attributable to the contract with the Town, including costs related to supplies, materials, operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other

- personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.
- the fire company's most recent annual report of directors pursuant to Not-For-Profit Corporation Law Section 519 (if applicable);
- the fire company's most recent verified certificate pursuant to Not-For-Profit Corporation Law Section 1402(f) (if applicable);
- the fire company's most recent internal revenue service form 990; and
- the fire company's most recent annual report pursuant to General Municipal Law Section 30-a.

Town shall arrange coverage for benefits required under the Volunteer Firefighters Benefit Law and the New York State Firefighter Cancer Benefit program and shall be responsible for all increases in costs of any coverage under these benefit programs.

5. HOLD HARMLESS AGREEMENT

Town recognizes that Department is staffed by volunteers and that Department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Department harmless for Department's failure to provide sufficient manpower at any single incident. Town shall also hold Department harmless for all claims, actions and suits against the Town for any act or omission of the Department beyond the amount of any exposure covered by insurance.

6. INSURANCE

Town agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of not less than One Million Dollars (\$1,000,000.00). Town shall name the Department as an additional insured in Town's insurance policy and shall provide proof of such insurance to the Department.

Department shall at all times and without any gap in coverage maintain automobile insurance for personal injuries and property damage arising out of the operation of emergency and firefighting vehicles in an amount of not less than One Million Dollars (\$1,000,000.00). Department shall name the Town as an additional insured, shall provide proof of such coverage to the Town, and shall cause the Town to be notified by the insurance carrier in case of any lapse of coverage.

7. BILLING

Department shall not bill any person for any fire protection or rescue services.

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of Marcellus. Town agrees to defend, indemnify and hold Department harmless for any claim, suit, proceeding or action, arising from Department's failure to provide adequate or sufficient services to any person or property within the Town of Marcellus's boundaries after this Agreement expires or terminates.

9. GROUND FOR TERMINATION

Department may terminate this Agreement upon the Town's failure to deliver the monies due Department under this Agreement by the date due, so long as Department provides twenty (20) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Department during this twenty (20) day notice period, Department shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Department's ability to deliver fire protection services, or upon the failure of Department to continuously respond to requests for fire protection or rescue services within the Town's boundaries for a period of no less than two (2) weeks, so long as Town provides Department written notice of the date services will no longer be permitted. Department shall be provided the opportunity to cure such loss, suspension or failure, and shall have three (3) days from receipt of notice from the Town to provide such protection under the terms of this Agreement.

10. EQUIPMENT

The parties agree that trucks and equipment purchased in whole or in part with public funds provided by the Town shall be owned and maintained by the Department. The Department agrees however that said trucks and equipment shall be made available for the exclusive benefit of the residents of the Town of Marcellus and for mutual aid, without limitation, for the duration of this agreement and for a period of five (5) years following the termination or expiration of this Agreement.

It is furthermore the clear intent of the parties that Department trucks and equipment always be available for the benefit of the Town residents. Accordingly, in addition to the foregoing, the Department, as consideration for the right to own and hold title to the trucks and equipment, will also amend its Certificate of Incorporation to state that said equipment and trucks will be available for and utilized without limitation for the benefit of the residents of the Town of Marcellus and for mutual aid.

The Department further agrees to amend the Certificate of Incorporation such that the intent of the Department is that upon dissolution of the Department, said equipment and trucks ownership revert to the Town of Marcellus or to an entity designated by the Town.

The foregoing amendments to the Certificate of Incorporation may not be altered or amended without the approval of the Town of Marcellus and are a condition precedent to this Agreement.

The Department agrees to establish and maintain a separate capital account for vehicle purchases and agrees that said funds will be restricted to the purchase of said vehicles only.

All of the provisions of this paragraph ten (10) pertaining to Equipment shall survive the expiration or termination of this Agreement.

11. RESTRICTION ON CAPITAL PURCHASES

Department shall not make any capital purchase or incur any debt, either of which requires financing, if such purchase/financing would require an increase in the Department's budget in the

future years for the term of the financing beyond the term of this Agreement, unless Department first obtains the approval of the Town.

12. QUARTERLY REPORTS

Department shall provide quarterly reports to town no later than April 15, July 15, October 15 January 15, detailing the number of calls to which the Department responded, in which town the call was located, and of such other information as the town may from time to time require.

Department shall also provide each month an income and expense report detailing the income and expenses of the Department pertaining to the contractual funds. Notwithstanding and in addition to the requirements within this paragraph, the Department will also comply with the requirements of paragraph 4 of this Agreement when rendering its monthly reports. The expenses shall be itemized by line item. Each line item shall indicate the amount of funds budgeted, spent and remaining. The Department shall also obtain a semi-annual independent audit and provide a report of the audit along with an inventory of equipment to the Town within thirty (30) days of its receipt of the audit report. The Town has paid for that portion of the audit which relates to public funds as part of the funds budgeted in Schedule A.

13. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following address:

Marcellus Fire Department, Inc.
Attn: President
4242 Slate Hill Road
Marcellus, New York 13108

Town of Marcellus
Attn: Supervisor
24 East Main Street
Marcellus, New York 13108

14. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

15. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

16. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

17. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

18. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

19. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

21. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Department is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Marcellus

Marcellus Fire Department, Inc.

By: _____
Karen Pollard, Supervisor

By: _____
, President

SCHEDULE A

Contractual Payment:	\$239,390.00
-plus-	
Truck & Equipment Reserve:	\$ 60,000.00
-plus-	
Building Maintenance Fund:	<u>\$ 30,000.00</u>
TOTAL:	\$329,390.00

SCHEDULE B

On or before January 15, 2022
On or before April 15, 2022
On or before June 15, 2022
On or before September 15, 2022

Twenty-five Percent (25%) of Schedule A
Twenty-five Percent (25%) of Schedule A
Twenty-five Percent (25%) of Schedule A
Twenty-five Percent (25%) of Schedule A

**AGREEMENT FOR
AMBULANCE SERVICE (2022)**

THIS AGREEMENT made the 1st day of January, 2022 by and between the Town of Marcellus, Marcellus, New York hereinafter referred to as the "TOWN" and Marcellus Volunteer Emergency Services, Inc., a not-for-profit corporation, having its principal office in Marcellus, New York, hereinafter referred to as "MAVES."

WITNESSETH

WHEREAS, the Town Board has determined that it is in the public interest for the Town of Marcellus to enter into a contract with MAVES to furnish emergency medical ambulance services for all persons in the Town of Marcellus including the entire corporate limits of the Village of Marcellus; and

WHEREAS, at a meeting of the Board of Directors of MAVES held in Marcellus, New York on the ____ day of January, 2022, MAVES agreed to furnish such emergency medical Ambulance Services; and

WHEREAS, this contract is authorized by Town Law Article 12-A.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. SERVICES TO BE PROVIDED

- a.** MAVES shall provide 24 hour, 7 days per week, emergency medical ambulance services for all persons situated in the entire corporate limits of the Town of Marcellus, including the Village of Marcellus requiring such service and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the Town to a hospital or other treatment facility for treatment of such illness or injury. MAVES warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the services provided herein. The Town recognizes that MAVES has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while "out of service." "Out of service" shall mean such times as when the ambulances have arrived at a health care facility with a patient but, it is either cleaning or restocking the ambulance, or at such times as the ambulances are being routinely serviced and are "out of service" for a temporary short period of time during such routine service.
- b.** When notified of the need for ambulance services within the town, MAVES will respond and attend to any such request without delay.
- c.** MAVES shall make reasonable and necessary efforts to employ or contract with a person or persons certified at the advance life support level as an emergency

medical technician in New York State, who shall be available to respond to emergencies twenty-four (24) hours per day, seven (7) days per week.

- d. Nothing herein shall prohibit MAVES from serving other municipalities on a primary or mutual aid basis.

2. INSURANCE

The parties agree that members of MAVES, who provide such services on a volunteer basis, will be covered with the statutory coverage under the Volunteer MAVES Worker's Benefit Law, which insurance coverage shall be paid by the Town. MAVES shall pay for the insurance coverage of MAVES's employees.

3. CERTIFIED AMBULANCE

- a. MAVES agrees that it shall provide an ambulance service with all of the personnel, equipment and supplies required by the Public Health Law and the regulations promulgated by the Department of Health.
- b. MAVES agrees to keep in force its Ambulance operating certificate, and comply with all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800).
- c. MAVES shall procure and pay all permits and licenses necessary for the ambulance services to be rendered hereunder.

4. BILLING; FUND RAISING

- a. MAVES may charge its usual and customary rate, which shall not be unreasonable.
- b. Town recognizes that MAVES intends to bill patients directly for services and transportation it renders and approves of the practice. MAVES may collect these fees directly and retain such fees. MAVES reserves the right to initiate legal action against any person who does not tender payments for MAVES's services. Attached by Schedule B is the list of user fees MAVES may bill. Incorporated by reference into Schedule B and this Agreement are any rates paid by any government private employer-based or third-party insurance. Town and MAVES have established a contract price that includes payment for an estimated co-payment (but not deductible) of an ambulance bill to be due from residents. In light of such contract amount, MAVES shall not attempt to collect any co-payment from any resident of the Town of Marcellus. MAVES accepts the annual payment made by the Town to MAVES as a payment for residence co-payments. However, MAVES shall, make

all reasonable and necessary attempts to collect these funds from non-residents and from persons located in other municipalities.

- c. Nothing herein shall be construed to prevent MAVES from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.

5. CONSIDERATION; PAYMENT; TERM

- a. The term of this agreement shall be one (1) year, and shall Commence on January 1, 2022 and expire on December 31, 2022.
- b. The Town shall pay to MAVES, for the calendar year 2022, that amount listed in Schedule A on the dates herein stated, subject only to the presentation of proof of insurance and proof that the Town has been named as an additional insured.
- c. MAVES, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personal training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, and insurance premiums for the insurance coverage hereinafter specified.

6. INSURANCE; HOLD HARMLESS

- a. MAVES agrees that it will insure and keep insured, during the term of this agreement, at its own cost and expense, its vehicles, equipment and members against any and all claims and damages arising from personal injury or property damage, with a policy of commercial general liability insurance with at least \$1,000,000/\$3,000,000 limits and vehicle insurance with a policy limit of at least \$1,000,000. The Town shall be named as additional insured on said policy.
- b. MAVES agrees to defend, indemnify and hold harmless the Town, its offices, agents and/or employees from any liability imposed or threatened upon the Town, its officers, agents and/or employees arising from the acts of negligence, active or passive, of MAVES, in providing emergency medical care.
- c. Town shall have the right to review the insurance policy purchased by MAVES upon reasonable notice to MAVES at reasonable hours.

7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted agreed that the relation of MAVES to the work performed by it under this contract shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency services.

8. REVIEW OF FINANCES AND PERFORMANCE

- a. MAVES shall provide Town a report on or within five days of January 15, April 15, July 15 and October 15, indicating all of the line item expensed and income of MAVES. The purpose of such review is not for the Town to supervise or control MAVES, but instead to predict the expenses and income for the future years and to plan accordingly. MAVES covenants that it maintains the record of the finances in a form sufficient to be audited and/or reviewed and that upon a request from the Town, an audit or review will be permitted upon reasonable notice, so long as the Town bears the expenses. MAVES covenants that it has put in place reasonable steps to monitor the funds and prevent theft, or improper accounting practices.
- b. On or within five days of January 15, April 15, July 15, and October 15, MAVES shall provide to the Town a report indicating the following:
 - i. The number of calls to which MAVES was dispatched
 - ii. The number of calls to which MAVES responded
 - iii. The number of calls to which MAVES was unable to respond
 - iv. The town, village or other area in which each patient was located v, if possible, the number of BLS calls and ALS calls
 - v. If possible, the number of patients that refused transport
 - vi. If possible, the collection rate of all patients served in each respective town or village
- c. MAVES shall make a good faith attempt to present a preliminary budget to the Town no later than September 1.

9. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, MAVES is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in the agreement, or its power to execute the agreement, to any other person or corporation without the previous consent in writing of the Town.

10. COMPLIANCE WITH LAWS

MAVES shall at all times comply with all applicable laws, statutes, codes, rules, and regulations.

11. APPLICABLE LAW

This agreement is governed by the laws of the State of New York.

12. MODIFICATION

This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both, parties.

13. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter by designed in writing by either party hereto:

To Town: Attention Supervisor
 24 E. Main Street
 Marcellus, New York 13108

To MAVES: Attention President
 MAVES
 3707 Lee Mulroy Road
 Marcellus, New York 13108

14. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

15. COMPLIANCE WITH LAWS; SEPERABILITY OF TERMS

Should any clause be deemed to be illegal or unenforceable by action of law or regulation, this Agreement shall be amended by the parties within sixty (60) days of the effective date of such law or regulation. Should a sufficient amendment not be obtainable in order to adhere to the spirit of this Agreement, such clause shall, be stricken without affection the validity of any other clause of term of this Agreement. Any clause deemed void, illegal or otherwise unfair or unenforceable shall be stricken from the agreement without voiding the agreement or otherwise affecting the other rights or obligations imposed by this Agreement.

16. TERMINATION

The Town may terminate this Agreement if MAVES fails to provide the services required under this Agreement for a period of nine (9) continuous days. MAVES may terminate this Agreement should the Town fail to make payment as required herein.

TOWN OF MARELLUS

Karen Pollard, Supervisor

By: _____, President

Schedule A

Agreement for Ambulance Service

2022

Contract Amount: \$311,000.00

Method of Payment: In advance commencing with February 1, then May 1, August 1, and November 1

	<u>Feb. 1st</u>	<u>May 1st</u>	<u>Aug. 1st</u>	<u>Nov. 1st</u>	<u>Total</u>
Contract	\$77,750.00	\$77,750.00	\$77,750.00	\$77,750.00	\$311,000.00

Schedule B

Agreement for Ambulance Service

2022

Usual and customary user fees

**Town and Village of Marcellus
Resident**

ALS 1 \$1350

ALS 2 \$1500

ALS Refusal \$200

BLS \$1000

Emerg Srv

At Scene \$100

Mileage \$25

**STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM
(SAM)
PROJECT INFORMATION SHEET**

SECTION 1: GENERAL INFORMATION

A. Project Name: Improvements to Marcellus Park

Project Location(s) (e.g. DASNY campus):
Town of Marcellus Park

Project Address(es) (e.g. 515 Broadway):
Platt Road
Marcellus, NY 13108

B. Organization / Grantee:

Legally Incorporated Name: Town of Marcellus

Street (not P.O. Box): 24 E. Main Street

City: Zip: County: Marcellus, 13108 Onondaga

Phone: (315) 673-3269 **Ext:** **Fax:** (315) 673-9102 **E-mail:** supervisor@marcellusny.com

Contact Name & Title: Karen R. Pollard, Town Supervisor

Federal Taxpayer I.D. 15-6001033

Charity Reg.# (Non-profits Only):

1. Type of Organization:

- ☐ Business Corporation
☐ State
☐ Municipal Corporation
☐ Water District
☐ University / Educational Organization (SUNY, Community College, Private)
☐ Sewer District
☐ Metropolitan Transportation Authority Public
☐ School District
☐ Public Benefit Corporation est. Titles 11, 11-A-D or as defined in S 4 of Ch. 1016 if the laws of 1969

- ☐ Public Housing Authority
☐ Public Library or Library System
☐ Fire District / Commission / Department / Volunteer Rescue & Ambulance Squad
☐ Public Park Conservancy or Not-for-Profit Investment in Parks
☐ Special Act School Districts
☐ School for the Blind and Deaf and Other Students with Disabilities (4201 Schools)
☐ Private School for Students with Disabilities (853 Schools)
☐ Non-Profit
☒ Other

Please provide a copy of the Grantee's incorporation papers or charter from the NYS Education Department if applicable

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project?

☒ No ☐ Yes

b) Is the SAM Grant a match to receiving the Other New York State Assistance?

☒ No ☐ Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT DESCRIPTION**Project Description and Amount**

1. Please attach a **separate sheet** with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant. If multiple project locations and addresses, please list in project description.

2. Project Start Date: 5/31/22

Anticipated Date of Project Completion: 11/30/22

3. Please list the anticipated amount of funding to be received from the SAM Program for this project.

\$50,000

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? ☐ No ☒ Yes

If Yes, please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.

5. Does the Applicant own the site where the project will be located? ☐ No ☒ Yes

If Yes, please provide the deed.

If No, please attach a separate sheet describing the control the Applicant has over the Project site and include lease if applicable.

6. Does the applicant plan to occupy 100% of the project facility? ☐ No ☒ Yes

If No, attach a schedule explaining the planned occupancy.

7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization.

8. Does the project require environmental or other regulatory permits? If Yes, please specify type: ☒ No ☐ Yes

Have they been secured? ☐ No ☐ Yes ☐ NA

If No, please specify why:

9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? ☒ No ☐ Yes ☐ NA

If Yes, please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.

SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Has the applicant previously received financing from the sale of tax-exempt bonds for this project? ☒ No ☐ Yes

If Yes, attach a schedule describing the details of such financing.

2. Does the applicant anticipate applying for financing for this project from the sale of other bonds? ☒ No ☐ Yes

3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? ☒ No ☐ Yes

If Yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.).

4. Will the Grantee be utilizing internal labor for any portion of the project? ☒ No ☐ Yes

If Yes, attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will not be reimbursed from SAM Grant proceeds.

5. Is the grantee or project location(s) owned or affiliated with a state related entity ☒ No ☐ Yes

(e.g. public benefit corporation, entity with governance appointed by Governor of NYS)? If yes please attach explanation.

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
Resurfacing the	Senate Finance	\$ 22,000.00	Town of Marcellus	\$ 14,000.00			\$ 36,000.00
tennis/b'ball courts							\$ 0.00
							\$ 0.00
Grove Playground	Senate Finance	\$ 28,000.00	Town of Marcellus	\$ 18,000.00	Friends of the Park	\$ 5,000.00	\$ 51,000.00
Renovation							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
Total:		\$ 50,000.00		\$ 32,000.00		\$ 5,000.00	\$ 87,000.00

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Please sign and return these documents from the Grantee's organizational email address. Retain the original copies for production, if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature of Authorized Officer

Karen R. Pollard

Print Name

Town Supervisor

Title

Date

#1. 2 projects will be funded pursuant to this grant.

- 1) Resurface the Tennis Court and Basketball Courts. The Town will line the Tennis Court for Senior Citizen Pickle Ball.

- 2) The Grove Pavilion playground area will be renovated to add handicapped accessibility for the youth of Marcellus.

#4. Friends of the Park, a not-for-profit organization will be donating \$5,000 for the upgrades.

OFFICAL UNDERTAKING OF MUNICIPAL OFFICIALS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, the Town Board of the Town of Marcellus hereby requires the Supervisor, Town Clerk, Tax Collector, Town Justices, Highway Superintendent, Deputy Town Supervisor, Bookkeeper, Recreation Attendant, Secretary to Codes, Planning/Zoning, Town/Tax Clerk, to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED the Town Board of the Town of Marcellus approves the document entitled "Town of Marcellus Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

TOWN OF MARCELLUS

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, Karen R. Pollard, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Supervisor of the Town of Marcellus, and

WHEREAS, Sandra H. Taylor, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Clerk of the Town of Marcellus, and

WHEREAS, Elaine M. Potter, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Tax Collector of the Town of Marcellus, and

WHEREAS, Mary Reagan Dailey, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Justice of the Town of Marcellus, and

WHEREAS, Matthew S. Moses, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Justice of the Town of Marcellus, and

WHEREAS, Donald MacLachlan, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Superintendent of Highways of the Town of Marcellus, and

WHEREAS, Helen Stevens, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Deputy Town Supervisor, and

WHEREAS, Mary Beth Lollis Barnello, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Court Clerk, and

WHEREAS, Lori Petrocci, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Bookkeeper, and

WHEREAS, Sandra Elsey, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Recreation Attendant, and

WHEREAS, Susan Dennis, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Deputy Town/Tax Clerk, and

WHEREAS, Karen Cotter, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Secretary to the Codes Office and Secretary to the Planning/Zoning Board, and

WHEREAS, Lynda Kianka, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Deputy Court Clerk, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Marcellus that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer , in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

This undertaking of the Superintendent of Highways is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into his hands as such Superintendent of Highways; and

This undertaking of the Deputy Town Supervisor is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Deputy Town Supervisor; and

This undertaking of the Court Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Court clerk; and

This undertaking of the Bookkeeper is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Bookkeeper; and

This undertaking of the Deputy Town/Tax Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Deputy Town/Tax Clerk; and

This undertaking of the Planning/Zoning Secretary and Codes Secretary is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Planning/Zoning Secretary and Codes Secretary; and

This undertaking of the Recreation Attendant is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Recreation Attendant; and

The town does and shall maintain insurance coverage, presently with Selective Insurance, in the sum of \$450,000.00 for the Tax Collector, \$50,000.00 for Supervisor, \$25,000.00 each for the Town Justices, \$25,000.00 for Highway Superintendent, \$25,000.00 for Town Clerk and \$25,000 for the Deputy Town Supervisor, \$25,000.00 each for the Court Clerk and the Bookkeeper and \$25,000 for the Deputy Town/Tax Clerk, \$25,000 for the Planning/Zoning and Codes Secretary and \$25,000 for the Recreation Attendant to indemnify the Town against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officer, clerks and employees covered thereunder.

A copy of the certificate of said insurance evidencing the said insurance coverage is annexed hereto as exhibit "A".

Dated: January 6, 2021
Town of Marcellus

Town Supervisor

Town Clerk

Karen Pollard

From: Shawn Roes <sroes@wrightinsurance.com>
Sent: Wednesday, December 29, 2021 10:28 AM
To: Karen Pollard
Subject: Comp Alliance January and February Training Schedule

ATTENTION: This email message was received from someone outside the Town of Marcellus. Please **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.



Live - Virtual Video Conference Training

Conducted on three PESH-mandated topics:

***Workplace Violence, Right-To-Know – Chemical Safety,
and Blood-Borne Pathogens***

The Comp Alliance has scheduled virtual video conference training programs for our school and municipal members, covering three mandatory PESH-required training topics listed above. Attendance is limited.

A seminar including the NY State Mandated Safety Training topics that are required for all municipal employees, administrators, board members, volunteers, and seasonal hires on an annual basis.

January

Monday, 1/3 – 10:00 - Noon

Thursday, 1/6 – 1:00 - 3:00 p.m.

Monday, 1/10 – 10:00 - Noon

Tuesday, 1/11 – 10:00 - Noon

Wednesday, 1/12 – 5:00 - 7:00 p.m.

Monday, 1/17 – 10:00 - Noon

Thursday, 1/20 – 10:00 - Noon

Monday, 1/24 – 10:00 - Noon

Tuesday, 1/25 – 1:00 - 3:00 p.m.

Thursday, 1/27 – 1:00 - 3:00 p.m.

Thursday, 1/13 – 10:00 - Noon

Monday, 1/31 – 10:00 - Noon

February

Monday, 2/7 – 10:00 - Noon

Tuesday, 2/8 – 10:00 - Noon

Monday, 2/21 – 10:00 - Noon

Tuesday, 2/22 – 1:00 - 3:00 p.m.

Thursday, 2/24 – 1:00 - 3:00 p.m.

Monday, 2/14 – 10:00 - Noon

Wednesday, 2/16 – 5:00 - 7:00 p.m.

Thursday, 2/17 – 10:00 - Noon

Monday, 2/28 – 10:00 - Noon

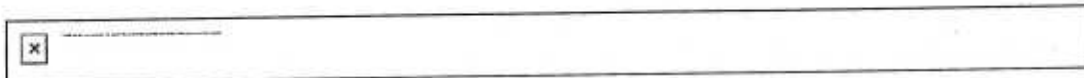
Please note our evening trainings on 1/12 and 2/16

For more details on all our training opportunities please [click here](#).

Contact to register for the training:

Robert Blaisdell, Comp Alliance, Director of Loss Control

rblaisdell@wrightinsurance.com



Unsubscribe

This message was sent to **Supervisor@marcellusny.com** from **sroes@wrightinsurance.com**

Shawn Roes
Comp Alliance
150 State Street
Albany, NY 12207

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of December 15, 2021 between the Town of Marcellus (hereinafter OWNER) and Bergmann Associates Architects, Engineers, Landscape Architects and Surveyors, D.P.C. (hereinafter CONSULTANT). OWNER intends to engage the CONSULTANT in time sensitive professional services pertaining to completing an update of the Town's Comprehensive Plan to achieve the goals and objectives of the OWNER in cost-effective and timely manner (hereinafter called the Project). The contract amount for these services is \$70,000.00 and shall be executed as a fixed fee agreement, for the Scope of Services detailed in Exhibit A.

OWNER and CONSULTANT, in consideration of their mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall provide basic professional services for OWNER as specified in Exhibit A, Scope of Work, of this Agreement.

ARTICLE 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER.

2.2 This Agreement may be extended at the request of the OWNER for additional professional planning services with an amended scope of work and fee approved by the OWNER and CONSULTANT in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project.

3.3 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

3.4 Give prompt notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

ARTICLE 4 - PERIODS OF SERVICE

4.1 CONSULTANT shall complete all of the Basic Services, as defined in Exhibit A, within a period not to exceed 12 months from the date of this Agreement.

4.2 If significant changes in the scope or detail of the Project occur, or if the Project is delayed for reasons beyond CONSULTANT's control, an equitable extension of the period of service shall be made.

4.3 If CONSULTANT's services for planning and design are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall have the right to terminate the Agreement in accordance with paragraph 6.1.

ARTICLE 5 - PAYMENT PROVISIONS TO CONSULTANT

5.1 CONSULTANT shall submit statements each month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall pay CONSULTANT within 30 days of receipt of CONSULTANT's statement.

5.2 If OWNER fails to make full payment due CONSULTANT for services and expenses within thirty days of CONSULTANT's statement therefore, the amounts due CONSULTANT may be increased at the rate of 1-1/2 percent per month from said thirtieth day. If OWNER fails to make full payment due CONSULTANT for services and expenses within forty-five days of CONSULTANT's statement therefore, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and interest charges.

5.3 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT shall be paid for services rendered during that phase to date of termination. In the event of any such termination, CONSULTANT also will be reimbursed for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.4 Reimbursable Expenses mean the actual out-of-pocket direct expenses incurred by CONSULTANT in connection with the Project.

ARTICLE 6 - GENERAL CONSIDERATION

6.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed.

6.3 Insurance/Liability

6.3.1 CONSULTANT shall procure, maintain, and provide Owner with proof of the following insurance coverage for the duration of this Agreement:

- | | |
|--|---|
| • Worker's Compensation | Statutory Coverage |
| • Comprehensive General Liability;
Bodily Injury and Property Damage | \$1 million per occurrence per aggregate year |
| • Comprehensive Automobile Liability;
Bodily Injury and Property Damage | \$1 million per occurrence per aggregate year |
| • Professional Liability Insurance | \$1 million per occurrence per aggregate year |

6.3.2 Severability and Reformation. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.4 Controlling Law. This Agreement is to be governed by the law of the State of New York.

6.5 Dispute Resolution. In the event of a dispute between the parties arising out of the terms of this Agreement or any services provided pursuant to its terms, the parties agree to participate in a mediated settlement conference before a mutually acceptable mediator whose fees will be shared equally by the parties. In the event that the parties are unable to agree upon a mediator they will ask the American Arbitration Association to appoint one. Participation in a mediated settlement conference shall be required before either party may pursue its claim in any other form of dispute resolution.

ARTICLE 7 - SPECIAL PROVISIONS AND EXHIBITS

7.1 The following Exhibit is attached to and made a part of this Agreement:

7.1.1 Exhibit A – Scope of Services, consisting of six (6) pages.

7.2 This Agreement together with the Exhibits and schedules identified above constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

BERGMANN:

Signature: Kimberly Baptiste

Name: Kimberly Baptiste, AICP

Title: Vice President

Date: December 15, 2021

Address for giving notices:

Bergmann Associates Architects, Engineer
Landscape Architects, & Surveyors, D.P.C.

280 East Broad Street, Suite 200

Rochester, NY 14606

OWNER:

Signature: _____

Name: Karen Pollard

Title: Supervisor

Date: _____

Address for giving notices:

Town of Marcellus

Town Hall

24 East Main Street

Marcellus, NY 13108