

Marcellus Town Board
Workshop Meeting
Wednesday, January 19, 2022
6:30 pm

Call to Order

Salute to Flag

I Approve Monthly Activity

II. **OLD BUSINESS**

- A. Department Audits by Board Members
- B. Fire Alarm Contract

III. **NEW BUSINESS**

- A. Transportation Agreement
- B. Double Utility Poles

IV **Comprehensive Plan**

V **Town Hall**

- A. Quotes for Town Hall Court Security

VI **Discussion Agenda**

VII **Adjournment**

Future Meeting Dates:

Town Board Meeting – Wednesday, February 2, 2022 – 6:30 pm – Town Hall
Planning/Zoning Board Meeting – Monday, February 7, 2022 – 6:30 pm – Town Hall
Workshop Meeting – Wednesday, February 16, 2022 – 6:30 pm – Town Hall



ROPOSAL

TOWN OF MARCELLUS FIRE ALARM MONITORING & SERVICE AGREEMENT FY 2022

PREPARED BY

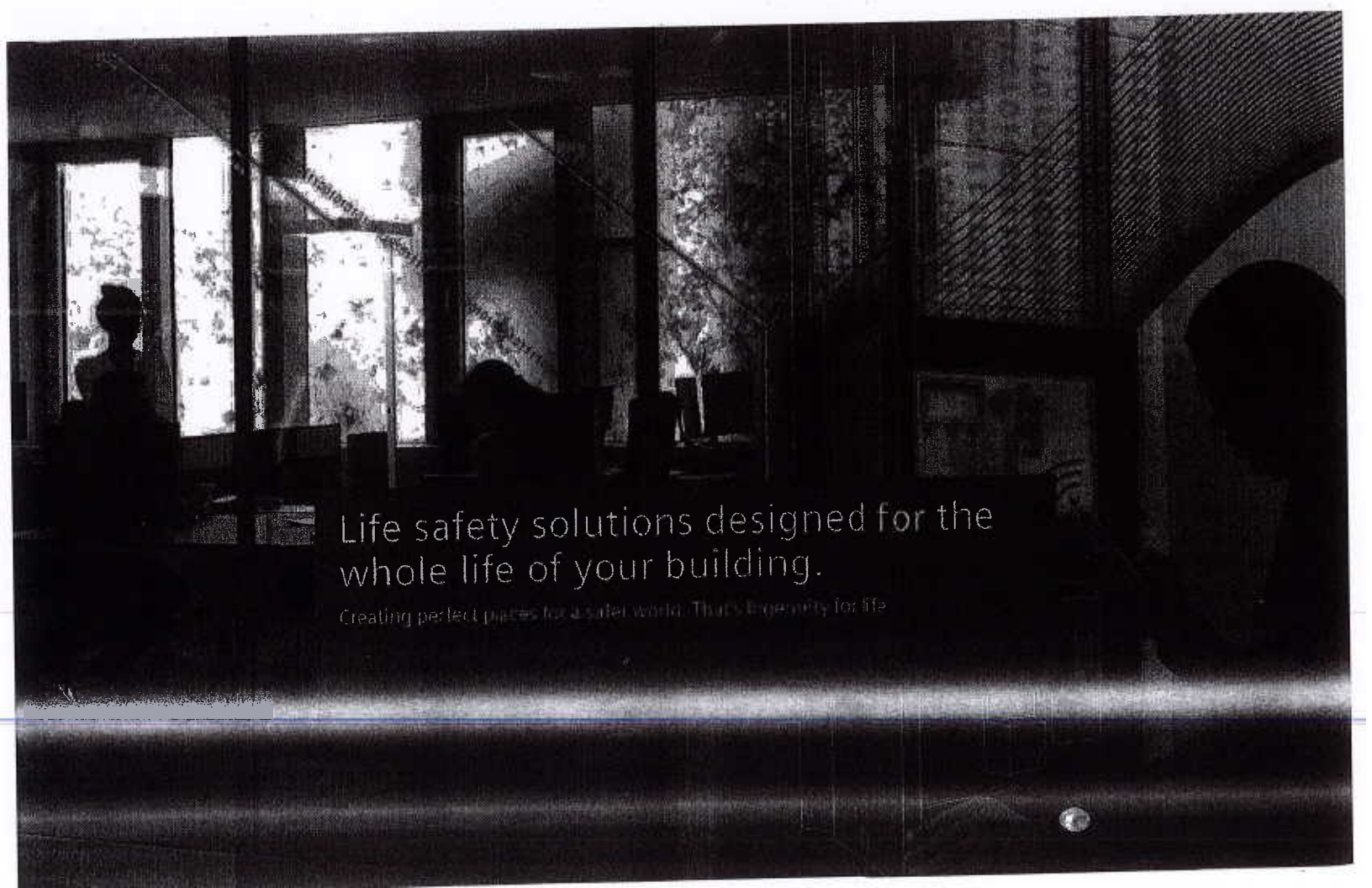
Siemens Industry, Inc.

PREPARED FOR

TOWN OF MARCELLUS

DELIVERED ON

December 08, 2021

A dark, high-contrast photograph of a modern building interior. Large windows on the left side show a bright, overexposed outdoor scene. Silhouettes of people are visible in the foreground and midground, looking out the windows. The overall mood is professional and sophisticated.

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

Creating perfect pieces for a safer world. That's Ingenuity for life.

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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 (Onsite/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	12	1,2,3



Maintained Equipment Table

Fire

Equipment	Frequency	Quantity	Notes	Location	Material and Labor	
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	1,2,3	Onsite	
	Fire Alarm System - Repair & Replacement Services	1	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	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	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	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	1,2,3		Material and Labor
Strobe						

Fire

Equipment	Quantity	Unit	Notes	Location	Material and Labor
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	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

[REDACTED]
<u>Terms & Conditions</u> (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

[REDACTED]
<u>SI Monitoring Rider</u> (http://go.siemens.net/31208927)
<u>SI Fire Life Safety Rider</u> (http://go.siemens.net/36296931)
<u>SI Exclusions and Clarifications</u> (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	\$1,133.38
2	Jan 17, 2023 - Jan 16, 2024	Annually	\$1,167.38
3	Jan 17, 2024 - Jan 16, 2025	Annually	\$1,202.40

Multi-Period Investment Total	\$3,503.16
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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	\$1,133.38
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

Manage System Operation & Compliance	Optimize Performance & Productivity	Protect Lifecycle Investment	Enhance Energy Management & Sustainability
Services that keep systems performing as they were designed and adjusted to specific site conditions • Optimize safety, security, and security • Fulfill regulatory requirements • Create transparency into critical systems • Reduced operating cost Facility Assessment & Planning At-risk building system assessment and recommendations, including air quality, life, and environmental impact analysis Test & Inspection Regular check-ups to measure system performance compared to your current facility and installation requirements and test Preventive Services Services performed on a regular schedule to detect and correct system issues and improve system life Diagnostic/Repair Services Investigation of critical building system and equipment malfunctions with observation and recommendations for repair Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state	Services that keep performance with improved efficiency that increase productivity and efficiency across industrial facilities • Enhance system performance • Streamlined operational processes • Improved decision-making through data analysis Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiency Predictive Services Systems are studied and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiency Training & Operator Support Training, coaching, and on-site support to increase staff productivity and knowledge Managed Services On-site and remote resources monitor system events and issues, and take appropriate action	Services that extend and protect your investment with advanced and proven technology to achieve outcomes such as: • Extended system life • Maximized return on investment • Realized benefits of new technology Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments System Upgrades / Upgrades Software upgrades and hardware updates are provided, delivering the most current technology and functionality System Migration / Modernization Enhancements to your systems by replacing them to the most current hardware and software platforms, resulting in increased functionality and performance level Repairs & Extensions Modifications are made to existing system to accommodate changes to your facility usage and footprint New Installation Services Survey, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance	Services that minimize environmental impact and improve energy efficiency • Reduce energy • Maximize efficiency • Minimize operating costs • Reduce environmental impact Energy & Sustainability Strategy Planning Strategy and planning services provide a detailed action plan to provide energy efficiency, reduce operating costs, and improve performance and sustainability, while ensuring compliance with relevant regulations Energy Conservation Implementing energy conservation measures reduces total carbon footprint through efficient measures and increased energy stored by controlling consumption Energy Production & Storage Using renewable energy and storage solutions improve energy efficiency, energy availability, security of supply and reduce risk Energy Procurement With renewable procurement technologies and best-in-class contracting, these services procurement and supply services reduce costs, reduce risk, and ensure security
Digital Services			

DEPARTMENT Transportation

CONTRACT NO. 10307-R1

A M E N D M E N T # 4

The County of Onondaga (County) and Town of Marcellus (Contractor), at 24 East Main Street, Marcellus, New York 13108 agree that:

County and Contractor made a contract numbered 10307-R1 ("Contract").

Contract numbered 10307-R1 is hereby amended pursuant to this Agreement ("Amendment") such that the term of contract numbered 10307-R1 is hereby extended through December 31, 2024.

In all other respects, Contract numbered 10307-R1, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Contractor have executed the writing of this Amendment on the dates hereafter written.

County of Onondaga

Dated: _____

By: _____
J. Ryan McMahon, II, County Executive
RPO

Town of Marcellus

Dated: _____

By: _____



AAAAA2PCKKE

AAAAA2PCKKE

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 - Australia: +61 280 155 634

From:	Karen Pollard
Envelope Subject:	Transportation Fuel Agreement Amendment Town of Marcellus
Attachments to Fax:	
Envelope ID:	73c99c34-b695-49e3-8997-f949dddf5cf
Sender Account Name:	Onondaga County
Number of Pages: (Including cover page)	_____

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LOCAL LAW NO. ____ OF 2022

VILLAGE BOARD
VILLAGE OF MARCELLUS

PROPOSED LOCAL LAW CREATING
~~CHAPTER 111, ARTICLE IV~~
OF THE CODE OF THE VILLAGE OF MARCELLUS

A LOCAL LAW to create
~~Chapter 111, Article IV~~ of the
Code of the Village of
Marcellus concerning Double
Utility Poles.

BE IT ENACTED, by the

Village Board of the Village of Marcellus, as follows:

Section 1. Chapter 111, Article IV entitled "Double Utility Poles," Section 111-30 of the Code of the Village of Marcellus is hereby added as follows:

§ 111-30 Findings, purpose and applicability.

- A. The Village Board hereby finds that Double Utility Pole Conditions, as defined herein, are a problem throughout the Village of Marcellus. The Village Board finds that the incomplete transfer of utilities and failure to remove old utility poles pose safety and aesthetic concerns for the Town and its residents. Double Utility Pole Conditions clutter and obscure visibility on sidewalks and roadways. They are also unnecessary eyesores on Village streets, obstructions for pedestrians and detriments to local aesthetics.
- B. The Village Board also finds that public safety can be compromised when utility lines and equipment remain affixed to utility poles that weathered or otherwise are damaged. The Village Board finds further that there is often an unreasonable delay of months to years before responsible utility providers relocate their equipment and remove weathered or damaged utility poles.
- C. The Village Board finds and determines that local governments have the authority to regulate their highways, streets, roads and rights-of-way to protect the public.
- D. The Village Board finds and determines that the interest of the public is best served by cooperation and communication between public utilities and the Town.
- E. Therefore, the purpose of this Article is to require utilities that use the Village of Marcellus highways, streets, roads and rights-of-way to promptly remove their plants, cables,

lines, equipment and terminals from old and damaged poles and to further require the prompt removal of double poles once all plants, cables, lines, equipment and terminals have been removed from said poles.

§111-31 Definitions.

DANGEROUS/DAMAGED POLE

Any utility pole or any portion thereof that is structurally compromised due to weather, a traffic incident, and/or age and poses a potential threat to public safety.

DOUBLE UTILITY POLE CONDITION

Any utility pole which is placed in close proximity to another utility pole.

PLANT

The transformers, terminals, conductors, utility boxes, wires, cables, lights, antennas and any other fixtures used for the transmission of utilities and attached or affixed to a utility pole.

PUBLIC UTILITY

Any corporation, authority, or other entity that provides electric, telephone, cable television, or other service, including telecommunications service, to the residents of the Village of Marcellus.

§ 111-32 Street opening permit required.

No person, firm or corporation shall place or erect any pole for any purpose on any Village highway, street, road or right-of-way, or change the location of any existing pole on any Town highway, street, road or right-of-way, without first having obtained a street opening permit from the Department of Public Works Superintendent. Application for a permit under this section shall be made upon a form to be provided by Department of Public Works Superintendent and upon payment of a permit fee to be set by resolution of the Village Board.

§111-33 Removal of dangerous/damaged utility poles.

- A. When the Department of Public Works Superintendent, or his or her designee, determines that a utility pole on a Village highway, street, road or right-of-way is damaged or otherwise poses a potential threat to public safety, the Department of Public Works Superintendent shall provide written notice to the pole owner and any public utility with a Plant on the damaged pole that the pole must be repaired, replaced or removed within 15 days or such shorter reasonable time period as may be necessary to protect the public safety.
- B. It shall be the joint and several obligation of the pole owner and any other public utility maintaining a Plant on the dangerous/damaged utility to repair, replace or remove the dangerous/damaged pole within 15 days or such other reasonable period designated by the Department of Public Works Superintendent.

§111-34 Double Utility Pole Conditions Prohibited.

- A. When a public utility installs a utility pole which is directly next to or in close proximity to another utility pole on a Village highway, street, road or right-of-way, the public utility shall, within 30 days of installation of the new pole, provide written notice to all other public utilities maintaining a Plant on the existing pole that a new pole has been installed and that the Plant on the existing pole must be relocated to the new pole within 90 days of the date of the notice. A copy of such written notice shall be simultaneously transmitted to the Department of Public Works Superintendent.
- B. It shall be the joint and several obligation of the public utility installing the new pole and any other public utility maintaining a Plant on the existing pole to remove the existing pole within 30 days after installation of the new pole.

§111-35 Extensions of time.

- A. Notwithstanding any provision of this article to the contrary, the Department of Public Works Superintendent may extend the time frame of any action under this article for an additional period not exceeding the original statutory time frame set forth in this Article. The public utility shall make a request for an extension in writing to the Department of Public Works Superintendent prior to the expiration of the time frame contained in the original written notice, together with the basis for the request. The Department of Public Works Superintendent shall determine whether the request for extension should be granted or denied, and provide a written response to the public utility.
- B. In the event of an emergency that affects the repair, replacement, removal or installation of utility poles or Plants, the Department of Public Works Superintendent may temporarily suspend the deadlines described above for periods not exceeding 30 days.

§111-36 Penalties.

- A. Any person, firm, corporation or public utility convicted of a violation of the provisions of this Article shall be guilty of a violation, for a first conviction, punishable by a fine not exceeding \$500; for a second or subsequent conviction, punishable by a fine not exceeding \$1,000. Every day that the violation continues shall be deemed a separate violation. Each location of a double utility pole condition or dangerous/damaged utility pole shall be a separate violation.
- B. Any person, firm, corporation or public utility found guilty of violating this Article and that fails to remove its Plant from a damaged pole, the damaged pole and/or the double utility pole within 15 days from receipt of the order of the court shall be punished by a penalty of up to \$1,000 for each such violation. Each day that the violation continues shall be a separate violation.

C. If a person, firm or corporation or public utility violates the provisions of this article, the Village Attorney may commence an action in the name of the Village of Marcellus in a court of competent jurisdiction seeking any remedy provided by law or equity, including any civil and/or injunction proceeding necessary to enforce compliance and/or enjoin noncompliance with this article. Such action may seek to remove damaged/dangerous poles and/or any double utility pole condition and may be commenced against a third-party Plant owner to remove Plant from such poles, the imposition of civil penalties as authorized by this Article, the recovery of costs of the action and such other remedies as may be necessary to prevent or enjoin a dangerous condition from existing on a Village highway, street, road, or right-of-way.

§ 111-37 Applicability.

- A. The provisions of this Article shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations, and nothing in this Article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other applicable state or local laws, codes or regulations. In case of conflict between any provision of this Article and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail.
- B. This Article shall apply to all utility poles located on any Village highway, street, road or right-of-way as of the enactment of this Article and to all utility poles installed after the enactment of this Article.
- C. Any person, firm, corporation or public utility which maintains a double pole condition as of the date of the adoption of this Article shall fully comply with the regulations set forth herein within 30 days of enactment of this Article. Any failure to timely comply with this Subsection C shall be enforced in accordance with the provisions of this Article.

Section 2. Severability. If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered, and such invalidity shall not be deemed to affect the remaining portions thereof.

Section 3. This local law will take effect immediately upon filing in the Office of the Secretary of State.

Susan Dennis

From: Susan Dennis
Sent: Wednesday, January 12, 2022 4:05 PM
To: Highway
Subject: FW: Change to Accepted Project - PRC# 2022000326 (Basement Chain Link Enclosure)

PRC # 2022000326 for Chain Link Fence in New Bldg at 22 East Main Street

Thanks

Susan Dennis

From: rates.pw@labor.ny.gov <rates.pw@labor.ny.gov>
Sent: Wednesday, January 12, 2022 4:00 PM
To: Susan Dennis <depclerk@marcellusny.com>
Subject: Change to Accepted Project - PRC# **2022000326** (Basement Chain Link Enclosure)

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.

The "Request for Wage and Supplement Information" (PW 39 with assigned PRC# 2022000326 - Basement Chain Link Enclosure) has been changed.

Please review your PW 39 and schedule for updated information. To access the PDF file of your schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1525596> or copy and paste into your browser.



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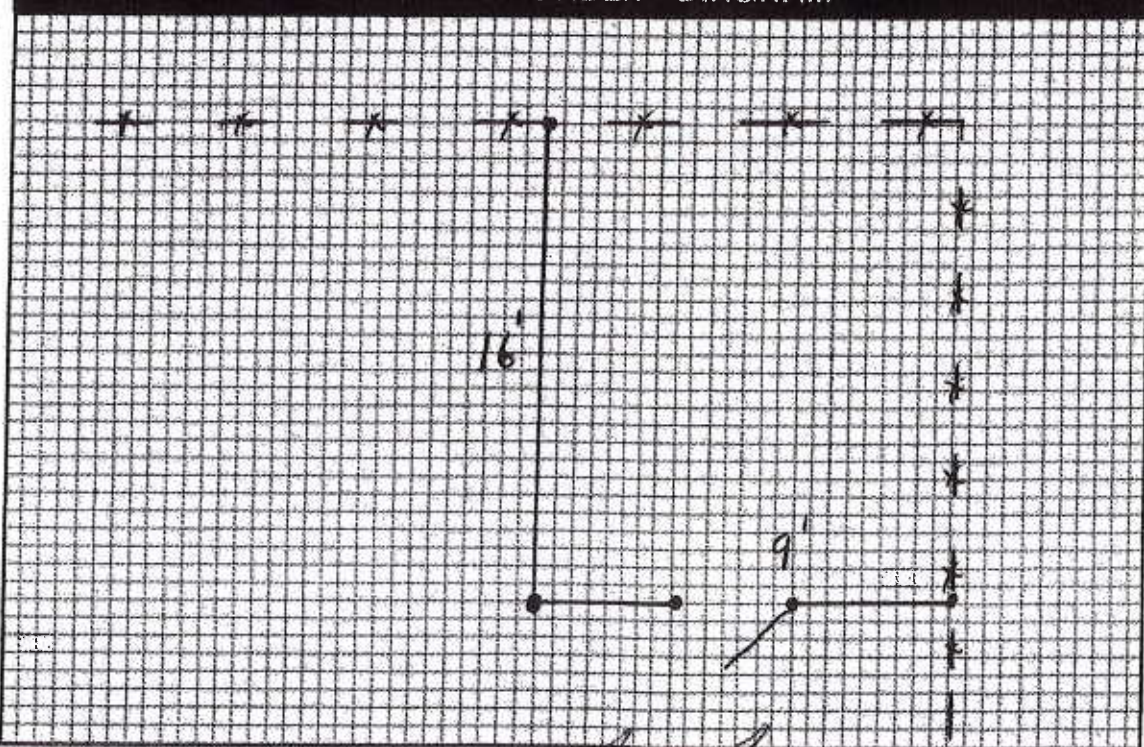
QUOTATION

NAME Town of Marcellus HOME PHONE 415-9108 DATE 12/30/21
ADDRESS 24 East Main Street Marcellus NY 13108
INSTALLATION ADDRESS _____
DIRECTIONS _____

STYLE			TYPE <u>40 WT</u>	FABRIC GALVAOE	LINE POST <u>2" OD</u>	NO	WIDTH	HEIGHT	FRAME OD
MATERIAL			FABRIC MATERIAL <u>Galvanized</u>	TOP BOT	CORNER POST <u>2 1/2" OD</u>				
HEIGHT	TOTAL FEET	GATES	POST/RAIL MATERIAL <u>Galvanized</u>	BARBED ☐	PULL POST <u>2 1/2" OD</u>	1	4'	8'	1 1/8"
LINE POST	END POST	CORNER POSTS	FABRIC MESH/GA. <u>9 Gauge</u>	KNUCKLED ☒	TERMINAL POST <u>2 1/2" OD</u>				
			COLOR <u>Galvanized</u>	MIDDLE RAIL ☒	WALK G. <u>2 1/2" OD</u>				
			OVERALL HEIGHT TOTAL FEET <u>8' tall 25'</u>	BOTTOM RAIL ☒	DRIVEWAY G.P. <u>OD</u>				
			BRACE RAIL ☒ TRUSS RODS ☐ TENSION WIRE ☐	PRIVACY SLATS COLOR(S) ☐	TOP RAIL <u>1 1/2" OD</u>	POSTS IN CONCRETE YES ☐ NO ☒			

FENCING ORDER DIAGRAM

SPECIAL INSTRUCTIONS
- Posts welded to 6' Plates
- Attached to floor with 1/2" x 4" wedge Anchors



Estimated Project Cost \$ 1,568 Estimated By [Signature]

This estimate is for completing the project as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has begun.

Customer Signature / Accepted By: _____ Date _____

Purchase Order # _____



CONNO-3

OP ID: KA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Russell Insurance Group 1025 Brixton Drive Macedon, NY 14502	315-597-3544	CONTACT PHONE (A/C, No, Ext) 315-597-3544	FAX (A/C, No) 315-538-0089
INSURED Connor Fence Company Inc 7221 Mutton Hill Rd Auburn, NY 13021		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Erie Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE	ADDL INFO	SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			Q41 5150497	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Q05 5130746	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Marcellus Town Hall
24 East Main Street
Marcellus, NY 13108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CONNOR FENCE COMPANY INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7221 MUTTON HILL ROAD

6 City, state, and ZIP code

AUBURN, NY, 13021

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

3 6 - 4 5 2 5 6 9 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/15/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information return include, but are not limited to, the following:

- Form 1099-INT (interest earned on bank)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 364525694

CONNOR FENCE CO INC
7221 MUTTON HILL RD
AUBURN NY 13021



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER CONNOR FENCE CO INC 7221 MUTTON HILL RD AUBURN NY 13021		CERTIFICATE HOLDER TOWN OF MARCELLUS 24 EAST MAIN STREET MARCELLUS NY 13108	
POLICY NUMBER S2332 835-4	CERTIFICATE NUMBER 291068	POLICY PERIOD 05/01/2021 TO 05/01/2022	DATE 12/31/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2332 835-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 838139978



QUOTATION / CONTRACT

ATLAS FENCE
6852 Manlius Center Road
East Syracuse, New York 13057
Ph (315) 463-9207
Fx (315) 433-8561
Simcoe@atlasfence.com

To: Town of Marcellus

Attn: Don

Phone: 315-415-9108

Email: Highway@marcellusny.com

Date: 1-11-22

Job/RFQ #: Chain Link Fence Enclosure -- Town Building
Basement

Scope

Chain Link Enclosure: Furnish and install 25' of 7' high 9ga. 2" galvanized chain link fence in "L" shape layout, 16'X9'. Fence to have top rail and bottom tension wire. Fence to include (1) 4' wide single swing gate. All posts to be plated to concrete floor.

TOTAL PRICE.....\$3,333.00

Notes:

1. Final site grade to be provided by others prior to fence installation. Fence lines to be cleared/grubbed by others prior to work.
2. Waypoints and property boundaries to be provided by others prior to installation.
3. Any gas lines/utilities to be marked by others. Atlas Fence to call Dig Safe prior to work.
4. Plus tax or tax exempt certificate.
5. Onondaga County Prevailing wage rates apply.
6. Any Applicable Permits by Others.
7. Excludes any large boulder or solid rock excavation. If this is encountered, additional costs will occur.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR FENCE PROJECT
22MSTownofMarcellusBasementCage

NOTE: DUE TO THE UNCERTAINTY OF AVAILABILITY AND PRICING IN THE MARKET, WE WISH TO CALL ATTENTION TO THE FACT THAT THIS QUOTE IS VALID FOR 3 DAYS. WE RESERVE THE RIGHT TO INCREASE OUR PRICE IF NOT ACCEPTED 3 DAYS FROM THE DATE OF THIS QUOTATION. THANK YOU.

This quotation, unless otherwise expressly stated, is for acceptance within 3 days. Any changes to this contract may result in price change. This quotation, when accepted, becomes a binding contract. The terms and conditions of the Standard Contract of Atlas Fence Inc. are incorporated herein. Payment is due and payable immediately upon completion of the work. A service charge of 1-1/2% per month will be charged if not paid within 10 days of the invoice date. This is an annual percentage rate of 18%. In the event of a default by the general contractor or the owner (hereinafter The "owner"), the owner shall reimburse Atlas Fence, Inc. for all costs thereby incurred by Atlas Fence, Inc., including without limitation, attorney fees, disbursements, and court costs. The owner, upon signing this contract represents and warrants that he has read this agreement. It is further agreed this contract is not subject to cancellation except by written consent of both parties. Owner assumes full responsibility for obtaining all permits and variances. All work shall be done prior to topsoil, seeding or course of pavement. Excavation spoils shall be cast adjacent to work. The terms herein represent a condition precedent to acceptance of this quotation and shall supersede any inconsistent provisions contained within an invitation to bid, bid solicitation or project bid specifications. Under no circumstances shall contracts containing contingent payment clauses be acceptable. A notice to proceed with performance of the described work shall be deemed an acceptance of all the contents and terms of this quotation.

ATLAS FENCE : Matt Simcoe Accepted and Agreed to By: _____ Date: _____
(Owner)