

Marcellus Town Board Workshop Meeting
Wednesday, April 20, 2022
6:30 PM

Call to Order

Salute to Flag

1. Approve Monthly Activity

11. **OLD BUSINESS**

- A. Guidelines on use of Meeting Room
- B. Double Utility Poles
- C. Cemetery – Permissive Referendum
- D. Time Clock
- E. Sign Law

111. **NEW BUSINESS**

- A. Grant – Ash Bore
- B. Storm Water
- C. New Members – Fire Department

1V. **DISCUSSION AGENDA**

V. **ADJOURNMENT**

Future Meeting Dates:

Planning/Zoning Board – Monday, May 2, 2022 – 6:30 pm – Town Hall

Town Board Meeting – Wednesday, May 4, 2022 – 6:30 pm – Town Hall

Town Board Workshop Meeting – Wednesday, May 18, 2022 -6:30 – Town Hall

Trash Days/Electronic Days:

Fridays – April 29, May 6 and May 13, 2022 – 8:00 am – 12:00 noon

Saturdays, April 30, May 7 and May 14, 2022 -8:00 am – 12:00 noon

Shred Day – Saturday, May 14, 2022 – 8:00 am – 12:00 noon

TOWN OF MARCELLUS MEETING ROOM RESERVATION FORM

For reservation information please contact:

Town of Marcellus Town Clerk Office
22 East Main Street
Marcellus, NY 13108
(315) 673-3269 ext. 2

Date Placed: _____

Date & Day of Event: _____

Fee: _____ Payment Due Date: _____

Date Paid: _____ Receipt #: _____

This is your meeting room reservation form. PLEASE REMEMBER TO BRING THIS WITH YOU TO THE TOWN HALL ON THE DAY OF YOUR EVENT. PLEASE PRESENT IT TO THE PARK EMPLOYEE IN THE PARK OFFICE. You will be required to sign it in the presence of the Park Employee to verify your responsibility for the use of the facility by your group. Failure to do so will void your permit.

PATRON INFORMATION:

Name of Group/Business: _____

Representative of Group (21 years of age or older): _____

Address: _____

Phone #: _____ (home) _____ (work) _____ (cell)

MEETING ROOM

Resident _____

Non-Profit _____

Type of Event: _____ Number of People (est.): _____

Set Up Time: _____ Arrival Time: _____ Departure Time: _____

Notes: _____

TOWN OF MARCELLUS MEETING ROOM FACILITY REGULATIONS:

1. Your Meeting Room Reservation is subject to all the rules and regulations of The Marcellus Town Board.
2. Person listed on the Meeting room reservation and signing as representing named group is legally responsible for any all actions of group members while they are in The Marcellus Town Hall Meeting Room. This person will be held financially responsible for any and all damage to the Town property caused by a member of his/her group.
This person is responsible for his or her group's adherence to all permit regulations.
3. Participants younger than 18 years of age must be supervised by an adult in charge of the group.
4. There is no food or alcohol of any kind allowed in the Meeting Room.
5. If your group decides to cancel you must notify the Town Clerk's Office 24 hours prior to event reservation.
6. The Town reserves the right to void Meeting Room should facilities become unavailable for any reason.
7. Compliance with all required Health Department regulations is a requirement of meeting room permit holder.
8. Town of Marcellus "Carry In – Carry Out" Policy for removal of all trash brought in by permit users. You are responsible for removing any trash accumulated by your group while you are in the Meeting Room and making sure the room is returned to its original configuration. We appreciate your help in keeping our building clean!
9. Pets or animals are NOT allowed in The Town Hall or Meeting room. *Service animals only*
10. Each pavilion is equipped with picnic tables for use by your group. If you need more tables, you notify the Park Office at least one week prior to your event. A fee, in addition to your reservation fee, may be charged to you.

NO FOOD OR ALCOHOL BEVERAGES OF ANY KIND ARE ALLOWED IN THE MEETING ROOM

ALL RULES AND REGULATIONS ARE SUBJECT TO THE DISCRETION OF THE TOWN BOARD OR THEIR DESIGNEE(S)

Present to Town Clerk/Employee on the day of reservation for signing

(Name on front of permit must be same as below)

Name: _____ Date: _____

Driver's License #: _____

Permit Holder's Signature: _____

Park Employee's Signature: _____ Date: _____

Permissive Referendum – Cemetery Monument Restoration:

**TOWN BOARD RESOLUTION
TOWN OF MARCELLUS
RE: CEMETERY MONUMENT RESTORATION
SUBJECT TO PERMISSIVE REFERENDUM**

At a Regular Meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 24 East Main Street, in said Town, County of Onondaga and State of New York on April 20, 2022, at 6:30 P.M., there were:

PRESENT:	Karen Pollard	Town Supervisor
	Terry Hoey	Councilor
	Gabriel Hood	Councilor
	Laurie Stevens	Councilor
	Jamie Curtin	Councilor

WHEREAS, the Town Board and Town Supervisor have determined that the monuments in the cemetery are in need of restoration; and

WHEREAS, it is expected the cost of the monument restoration will not exceed Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00); and

WHEREAS, pursuant to Section 6-C of the General Municipal Law, the Town Board of the Town of Marcellus has created, by means of a resolution, a capital reserve fund known as the "Cemetery Capital Reserve Fund" for purposes of funding the improvements of cemetery monuments; and

WHEREAS, such fund has been maintained in accordance with Section 10 of the General Municipal Law; and

WHEREAS, the Town Board of the Town of Marcellus is desirous of expending monies from the Cemetery Capital Reserve Fund for the restoration of monuments; and

NOW THEREFORE, BE IT RESOLVED, the Town of Marcellus Town Supervisor is hereby authorized to expend not more than Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) from the Cemetery Capital Reserve Fund for the restoration of monuments; and

BE IT FURTHER RESOLVED that the sum of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00), be designated for expenditure from the Cemetery Capital Reserve Fund in furtherance of the monument restoration, and

BE IT FURTHER RESOLVED, that this resolution is subject to permissive referendum as provided in Article 7 of the Town Law; and

BE IT FURTHER RESOLVED, that pursuant to Section 90 of the Town Law, that within ten (10) days from the date of this resolution the Town Clerk shall post and publish a notice which shall set forth the date of the adoption of the resolution, shall contain an abstract of said resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to a permissive referendum, and shall publish such notice in the "Eagle Observer", newspaper published in Onondaga County having general circulation in the Town of Marcellus, and in addition thereto that the Town Clerk shall post or cause to be posted on both the sign board and Website of the Town of Marcellus, a copy of such notice within ten (10) days after the date of adoption of this resolution.

Said resolution was offered by Councilor _____ and seconded by Councilor _____.

VOTE:	Karen Pollard	Supervisor	Yes/No
	Terry Hoey	Councilor	Yes/No
	Gabriel Hood	Councilor	Yes/No
	Laurie Stevens	Councilor	Yes/No
	Jamie Curtin	Councilor	Yes/No

Date: April 20, 2022



TimePilot Corporation
 340 McKee St.
 Batavia, IL 60510
 Phone: 630.879.6400

Quotation

Date	Estimate #
3/16/2022	871GL

Name / Address
Town of Marcellus Laurie Stevens

			Project
Description	Qty	Rate	Total
TimePilot Vetro Kit includes:		469.00	469.00T
Vetro Time Clock			
Software w/Quick Start Guide & template			
10 IButtons			
Mounting Screws			
Power Supply			
USB drive			
Vetro, power supply and USB	2	289.00	578.00T
Package of 30 iButtons in Black Keyfob		159.00	159.00T
TimePilot Annual Support		179.00	179.00
Vetro Battery Backup	3	59.00	177.00T
		Subtotal	\$1,562.00
		Sales Tax (0.0%)	\$0.00
		Total	\$1,562.00

INTERGOVERNMENTAL AGREEMENT
USFS GLRI "Mitigating the Impacts of Emerald Ash Borer in Onondaga County" Sub-award

This Agreement entered into this _____ day of _____, 2022 by and between the **Onondaga County Soil and Water Conservation District** (hereinafter referred to as the DISTRICT), having its principal office at 6680 Onondaga Lake Parkway, Liverpool, NY and the **Town of** _____ (hereinafter referred to as TOWN), having its principal office located at _____

WHEREAS, the DISTRICT has determined its willingness to work cooperatively with the TOWN to reimburse the costs of tree plantings, as per grant specifications, on town owned land as set forth in Section 11 of the New York State Soil and Water Conservation District Law, book 52B; and

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

SECTION 1: The DISTRICT will (Scope of Work):

- (a) Reimburse the TOWN up to \$5,000.00 for the replanting of trees lost to the emerald ash borer (EAB)
 - a. Acceptable reimbursement items include 1"-2" caliper size trees of DISTRICT approved species (see appendix A), 2"x2"x6' wood support stakes, tree guards, tree guying straps, mulch, compost, and/or planting labor (not volunteer labor or TOWN staff labor)
- (b) Provide training and/or resources on proper tree planting techniques and post planting maintenance at the request of the TOWN
- (c) Perform site visits up to five years after planting
- (d) Will not guarantee tree health or warranty trees. It is the responsibility of the TOWN to choose quality nursery stock, ensure proper placement and the proper species for the site structural

integrity, or stability of any tree. The DISTRICT may be available for professional consultation if requested by the TOWN

- (e) To the fullest extent permitted by law, not be held liable for failure of trees or conflicts arising from trees planted under this sub-award

SECTION 2: The TOWN will:

- (a) Plant trees on TOWN owned land in close proximity to ash trees that have been removed or are dead/dying (within a park, right-of-way, or on the same public street)
- (b) Procure all items for the planting. The District may provide a list of suppliers upon request. The District may offer bulk purchasing but the TOWN should be prepared to procure items on their own
- (c) Perform maintenance on trees after planting as per ANSI A300 guidelines
- (d) Replace all trees that suffer mortality prior to the final inspection over the 20% tolerated mortality threshold unless loss is due to natural disaster beyond the control of the TOWN (ex: 10 trees planted and three die so one tree needs to be replanted)
- (e) Submit a request for reimbursement to the DISTRICT upon completion of project. Request shall include a summary of the planting, receipts, invoices, proof of 25% matching funds minimum, and other documentation relating to the project costs. Documentation of match funds such as volunteer hours, staff hours, ash tree removals costs must have incurred after 1/1/2022
- (f) Provide a 6-month progress and financial summary due to the DISTRICT each June 15th and December 15th. Reports should include pictures, dates of plantings, number of volunteers at community tree planting events, dates/hours worked that will be counted towards match, number of trees, and other pertinent information regarding plantings

- (g) Tree planting must be completed by November 15, 2023. The TOWN will not receive compensation for any work performed after November 15, 2023
- (h) Final reports and reimbursement request must be submitted to the District by December 15, 2023

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

- (a) Payment shall be made to the TOWN within 45 days of receipt by DISTRICT of a request for reimbursement, which shall designate the number of trees planted, species, pictures of planting, copies of all invoices relating to the reimbursement amount, proof of match funds associated with reimbursement request, and the total reimbursement requested.
- (b) The term of this Agreement shall be until December 31, 2023, or upon the completion of the tree planting reimbursement project.
- (c) This Agreement may be modified, amended, or extended only upon the mutual written agreement of both parties.
- (d) This Agreement may be terminated at any time during the term of this Agreement by either party giving thirty (30) days written notice to the other party. In such event, reimbursement may be made to the TOWN for trees planted and associated allowable expenses incurred prior to the effective date of the termination. Trees must be planted as per grant and sub-award specifications in order to be reimbursed.
- (e) Each party shall comply with all federal, state and local laws, rules, and regulations applicable to the activities proposed under this agreement.
- (f) Each party shall maintain adequate insurance to include no less than \$1,000,000.00 in general liability insurance, automobile insurance, and workers compensation, with each party naming the other as and additional insured on a primary and non-contributory basis. Each party shall be provided a copy of this insurance certificate to demonstrate evidence of insurance.

- (g) Any discrepancies will be negotiated between the DISTRICT and the TOWN. A joint decision will be negotiated as to appropriate payment to the TOWN for tree planting costs that are in question. Should an agreement not be reached between the two parties, the dispute shall go to arbitration.

SECTION 4: Indemnification:

To the fullest extent permitted by law, the TOWN shall defend, indemnify, and hold harmless the DISTRICT and any person for whose acts or omissions the DISTRICT is legally responsible (DISTRICT's Person) against and from:

any claim that the DISTRICT or DISTRICT's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the TOWN or any person for whose acts or omissions the TOWN is legally responsible (TOWN's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by the DISTRICT in the DISTRICT's defending the DISTRICT or the DISTRICT's Person against or incident to any claim that the DISTRICT or the DISTRICT's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the TOWN; and

any damages for which the DISTRICT or the DISTRICT's Person is legally liable arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the TOWN.

Except as otherwise set forth in Section 1(c) above, to the fullest extent permitted by law, the DISTRICT shall defend, indemnify, and hold harmless the TOWN and any person for whose acts or omissions the TOWN is legally responsible (TOWN's Person) against and from:

any claim that the TOWN or the TOWN's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the DISTRICT or any person for whose acts or omissions the DISTRICT is legally responsible (DISTRICT's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by the TOWN in the TOWN's defending the TOWN or the TOWN's Person against or incident to any claim that the TOWN or the TOWN's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the DISTRICT; and

any damages for which the TOWN or the TOWN's Person is legally liable arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of the DISTRICT.

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

TOWN Representative

Date

Witness

Date

Executive Director, DISTRICT

Date

Witness

Date

Appendix A – Pre-approved tree species list

Acer saccharum

Acer rubra

Acer freemanii

Betula nigra

Carpinus caroliniana

Catalpa speciosa

Ostrya virginiana

*Nyssa sylvatica**

Cercis canadensis

Gleditsia triacanthos

*Sassafras albidum**

*Liquidambar styraciflua**

Liriodendron tulipifera

Malus spp.

Amelanchier spp.

*Prunus serotina**

Larix laricina

Platanus x acerifolia

*Quercus bicolor**

*Quercus rubra**

*Quercus imbricaria**

Tilia americana

Diospyros virginiana

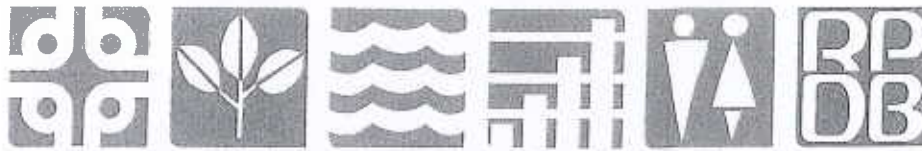
Taxodium distichum

* Species may be difficult to establish and may not be suitable for all locations

Note: Other tree species may be planted but written approval from the DISTRICT must be obtained prior to submitting a request for reimbursement

Appendix B – Additional Tree Planting Specifications

- Trees must be 1"-2" caliper size and of a District approved species (See Appendix A)
- Tree plantings must follow the 10-20-30 rule for species diversity (no more than 10% of any species, 20% of any genus, and 30% of any family)
- All tree planting must follow ANSI A300 guidelines for tree planting
- Each tree will be supported using two 2"x2"x6' wood stakes and nylon guying straps, have one plastic tree guard installed, and be mulched with a 3' diameter ring of locally sourced mulch that is 2-4" deep. Mulch must be kept 1-2" away from tree trunk
- Each tree is to be watered immediately after planting and as needed throughout growing season
- During the first year of establishment, pruning will be limited to the removal of dead or broken branches only
- The town will monitor the trees weekly. Staff will address tree needs in a timely manner. The town can consult with the District arborist if needed. The District will also perform yearly inspections of the town's trees to check tree health
- The town must consider soils and other physical properties of the planting location when considering tree species. OCSWCD can assist with this
- The sub-award will require a survival rate of at least 80% at the time of grant closeout field check by the U.S. Forest Service (2024). The town agrees to replant trees if mortality is greater than 20%



Central New York Regional Planning & Development Board

126 N. Salina Street, Suite 200, Syracuse, New York 13202 • Tel. (315) 422-8276 • Fax: (315) 422-9051
Paul W. Pinckney, Chairman David V. Bottar, Executive Director

RECEIVED

April 6, 2022

APR 08 2022

Town of Marcellus

Ms. Karen Pollard
Supervisor
Town of Marcellus
Town Hall
24 East Main Street
Marcellus, NY 13108

RE: Central New York Stormwater Coalition FY 2022-2023 Invoice

Dear Supervisor Pollard,

Please find enclosed an invoice for participation in the Central New York Stormwater Coalition program in 2022. As you know, this program is administered by the Central New York Regional Planning and Development Board and is designed to assist municipalities in meeting their federal and State Municipal Separate Storm Sewer System (MS4) Permit requirements.

I am new to the CNY RPDB as of the start of this year, and I look forward to getting to know more about your community's stormwater system. I will be working on an outreach and education program, as well as helping communities understand and adjust to the terms and conditions of the updated permit anticipated this Spring.

Also enclosed are two forms, requesting that your municipality identifies the primary and alternate representatives to the Coalition. Please fill these out and return them with your municipality's payment. Alternatively, you can email this information directly to me at the email address below.

If you have any questions regarding this invoice or our planned program of activities for 2022, please contact me at (315) 422-8276 ext. 1206, or ldarcy@cnyrpdb.org.

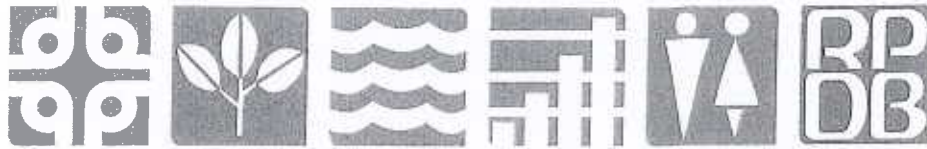
Sincerely,

Lauren Darcy
Environmental Planner

Enclosures (3)

cc: Aaron McKeon

154
A1620.9



Central New York Regional Planning & Development Board

126 N. Salina Street, Suite 200, Syracuse, New York 13202 • Tel. (315) 422-8276 • Fax: (315) 422-9051
Paul W. Pinckney, Chairman David V. Bottar, Executive Director

Date: April 6, 2022

Invoice No.: 202212

Issued To: Karen Pollard, Supervisor
Town of Marcellus
Town Hall
24 East Main Street
Marcellus, NY 13108

CODE	DESCRIPTION	AMOUNT DUE
3824-428	CNY RPDB – CNY Stormwater Management Coalition Annual Membership and Service Fee Stormwater Assistance Program January 1 - December 31, 2022	\$3,600.00
TOTAL:		\$3,600.00

Terms: Due by May 31, 2022

Central New York Stormwater Coalition
Primary Municipal Representative Designation
Form

The _____ designates
Municipality

_____ to serve as its primary representative
Name of Designated Representative

to the Central New York Stormwater Coalition. Primary municipal representatives shall be responsible to attend meetings, transmit information from meetings and other communications to the member municipality, obtain opinions from the municipality concerning stormwater issues and matters subject to Coalition vote, share such opinions with the Coalition membership, obtain approval of the member municipality's governing Board for all proposed Coalition expenses, and vote in accordance with municipal intent.

Primary Representative's Contact Information:

Designated Representative's Title: _____

Street or PO Box: _____

City/Town: _____ Zip Code: _____

Telephone: _____

E-Mail: _____

MS4 Chief Elected Official

Date

Central New York Stormwater Coalition
Alternate Municipal Representative Designation Form

The _____ designates
Municipality

_____ to serve as alternate representative
Name of Designated Alternate Representative

to the Central New York Stormwater Coalition. In the event that the designated primary municipal representative is unavailable to attend a scheduled meeting of the Coalition, the alternate representative shall be responsible to attend the meeting, transmit information from the meeting and other communications to the Member municipality, obtain opinions from the municipality concerning stormwater issues and matters subject to Coalition vote, share such opinions with the Coalition membership, obtain approval of the Member municipality's governing Board for all proposed Coalition expenses, and vote in accordance with municipal intent.

Alternate Representative's Contact Information:

Alternate Designated Representative's Title:

Street or PO Box: _____

City/Town: _____ Zip Code: _____

Telephone: _____

E-Mail: _____

Primary Designated Representative of Record: _____

MS4 Chief Elected Official

Date



MARCELLUS VOLUNTEER FIRE DEPARTMENT, INC.

4242 Slate Hill Road – Marcellus, NY 13108

P: (315) 673-1818 – F: (315) 673-1996

Est. September 10, 1884

Mark R. Delasin – President

Joel A. McNally – Chief of Department



The following individuals have been accepted as members into the Marcellus Fire Department, and need to be added to the roll call/ attendance sheet and added to our insurance policy.

Casey Collins

Timothy Wellenc

Joshua Harris

Ashley Ovitt

Jeff Isgar

Mike Paddock

Sincerely,

Robert Mayers

Captain, Marcellus Fire Department