

Marcellus Town Board
Regular Meeting
Wednesday, May 4, 2022
6:30 pm

Call to Order

Salute to Flag

1. **Waive the Reading and Accept the Minutes**

11. **Approve Monthly Activity**

111. **OLD BUSINESS**

- A. Guidelines on use of Meeting Room
- B. Double Utility Poles
- C. Time Clock

1V. **NEW BUSINESS**

- A. Assessor – Jeff Lowe
- B. Annual Storm Water Report – John Houser
- C. List of items to dispose of

D. Eastern Spaworth

V. DISCUSSION AGENDA

- A. Fire Advisory Board

V1. **ADJOURNMENT**

Future Meeting Dates:

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

Town Board Meeting – Wednesday, June 1, 2022 – 6:30 pm – Town Hall

Planning/Zoning Meeting – Monday, June 6, 2022 – 6:30 pm -Town Hall

Trash Days: Fridays, May 6 and May 13, 2022 – 8:00 am – 12:00 noon

Saturdays, 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 Clerks Office
22 East Main Street
Marcellus, NY 13108
(315) 673-3269 ext. 2

Date Placed: _____

Date & Day of Event: _____

Permit number _____

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 Town Clerks Office representative. You will be required to sign it in the presence of the Town Clerk staff 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. If your event is scheduled during non-business hours it is your responsibility to check in on the last business day before your event to have your reservation form signed by the clerk and pick up the key. After your event is finished it is your responsibility to lock the front door and place the key in the drop box at the front entrance of the building.
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 beverages 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 with the exception of service animals
10. The meeting room is equipped with 2 small tables and 50 chairs.

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: _____

Town Clerk Signature: _____ Date: _____

Key # _____



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

List of Items to dispose of:

3 – File Cabinets

3 -Office Chairs

16 – Chairs

2 – Water Coolers

2- Refrigerators

1 – Fax Machine

1 – Microwave Oven

6 – Room Air Conditioners

1 – Desk

2 – Partition Walls

1 – Table



Central Office Monitoring Contract

911 N Geddes St
Syracuse, NY 13204
Phone: (315) 422-4141
www.EasternSecurity.net

License by N.Y.S. Department of State
State License No. 12000258224

Agreement dated 05/02/2022, by and between Sonitrol Services of New York, Inc., (hereinafter referred to as "EASTERN" or "ALARM COMPANY" and Town of Marcellus (hereinafter referred to as "Subscriber" or "Buyer").

CUSTOMER INFORMATION:

Customer Name: Town of Marcellus 5323648 Residential: Yes ☒ No ☐
Monitoring Location (the "Monitored Location"): Account Number
24 East Main St. Marcellus, NY 13108 Onondaga
(Street Address) (City/State/Zip) (County)
Billing Address (If different from the Monitoring Location):
(Street Address) (City/State/Zip) (County)
Special Instructions: Customer owns all equipment. Eastern Security Services reserves the sole and exclusive right to deprogram any digital or cellular transmitter upon termination of this agreement. Parts and Labor on new equipment under warranty for one year. Thereafter, service is provided on a time and materials basis upon customer's request.

1. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE:

This agreement applies to: (check appropriate categories):

- ☐ Burglar Alarm ☐ Digital
☒ Hold-up Alarm ☐ Radio/Cell Backup
☐ Temperature ☒ Cell Primary
☐ Sprinkler Supervisory ☐ iP/Internet
☐ Fire Alarm
☐ Other: _____

2. INSTALLATION, RENTAL AND SERVICE CHARGES:

Down Payment: \$ 0.00

Balance Due Upon Completion: \$ 1,986.00

(a) INSTALLATION: \$ 1,986.00 \$ 0.00 \$ 1,986.00

		Tax	Total
(b) MONITORING: \$ <u>105.00</u>	\$ <u>0.00</u>	\$ <u>105.00</u>	
Quarterly	Tax	Total	

Monitoring fee payable in for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing quarterly thereafter, all payments being due on the first of the month.

NOTICE OF CANCELLATION (for residential customers only): YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

3. COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF EASTERN: EASTERN shall instruct Subscriber in the proper use of the security system and service in the premises of the Subscriber. Communication software shall remain the sole personal property of EASTERN and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by EASTERN. Communication software is part of the control panel programmed to transmit a signal and shall remain EASTERN's property. Passcode to CPU software remains property of EASTERN. Provided Subscriber performs this agreement for the full term thereof, upon termination EASTERN shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this Agreement shall be for a period of 3 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After one (1) year EASTERN shall be permitted, from time to time, to increase the monitoring charge and Subscriber agrees to pay such increase as invoiced or shall have the right to cancel this agreement with 30 days written notice.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, EASTERN or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of EASTERN or EASTERN's designee communication center and EASTERN does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, VOIP, Radio, Cellular or other modes of communication pass through communication networks wholly beyond the control of EASTERN and are not maintained by EASTERN and, therefore, EASTERN shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish EASTERN with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to EASTERN in writing. Subscriber authorizes EASTERN to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests EASTERN to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay EASTERN \$10.00 for each such service. EASTERN may, without prior notice, suspend or terminate its services, in central station's sole discretion, in the event central station facility or communication network is non-operational or subscriber's alarm system is sending excessive false alarms. In the event of a payment or other default in this agreement EASTERN may suspend or terminate services with Ten (10) day notice. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

X _____
Subscriber Signature Date

X _____
Eastern's Authorized Representative Signature Date

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT THE TIME OF EXECUTION.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: EASTERN does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that EASTERN is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. EASTERN has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for EASTERN's default hereunder is to require EASTERN to repair or replace, at EASTERN's option, any equipment covered by this agreement which is non-operational.

7. EXCULPATORY CLAUSE: Subscriber agrees that EASTERN is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though EASTERN does not guarantee that no loss will occur. EASTERN is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by EASTERN's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases EASTERN from any claims for contribution, indemnity or subrogation.

8. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of EASTERN as a result of EASTERN's negligent performance to any degree, failure to perform any of EASTERN's obligations, equipment failure or strict products liability, that EASTERN's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00 whichever is greater. If Subscriber wishes to increase EASTERN's maximum amount of EASTERN's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consistent with EASTERN's increased liability. This shall not be construed as insurance coverage.

9. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, as well as for ordinary wear and tear.

10. ALTERATION OF PREMISES FOR INSTALLATION: EASTERN is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in EASTERN's sole discretion for the installation and service of the communication software, and EASTERN shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

11. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by EASTERN in its sole discretion and to notify EASTERN of any change in such service.

12. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify EASTERN if it is in need of repair. EASTERN shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, EASTERN shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by EASTERN to Subscriber's alarm or security equipment shall be at EASTERN's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and EASTERN fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

13. LEGAL ACTION: The parties waive trial by jury in any action between them. In any action commenced by EASTERN against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against EASTERN must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against EASTERN must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against EASTERN in respect to other services rendered in connection

with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by Arbitration Services Inc., under its Commercial Arbitration Rules, www.arbitr8ors.com. Subscriber submits to the jurisdiction of New York and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of New York and in the County where EASTERN's principal place of business is located.

14. DELAY IN INSTALLATION: EASTERN shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including EASTERN's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

15. LIEN LAW: EASTERN or any subcontractor engaged by EASTERN to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.

16. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance. The subscriber agrees to indemnify and hold EASTERN harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by EASTERN's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. EASTERN shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

17. INDEMNITY/WAIVE OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless EASTERN, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by EASTERN's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf waives any right of subrogation Subscriber's insurance carrier may otherwise have against EASTERN or EASTERN's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of EASTERN. EASTERN shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

18. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse EASTERN for any fines relating to permits or false alarms. EASTERN shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should EASTERN be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay EASTERN for such service or material.

19. EASTERN'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that EASTERN is authorized and permitted to subcontract any services to be provided by EASTERN to third parties who may be independent of EASTERN, and that EASTERN shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints EASTERN to act as Subscriber's agent with respect to such third parties, except that EASTERN shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to EASTERN's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of EASTERN.

20. NON-SOLICITATION. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of EASTERN assigned by EASTERN to perform any service for or on behalf of Subscriber for a period of two years after EASTERN has completed providing service to Subscriber.

21. SECURITY INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants EASTERN a security interest in the security equipment installed by EASTERN and EASTERN is authorized to file a financing statement.

22. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS. This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except EASTERN's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.