

MARCELLUS TOWN BOARD AGENDA

Organizational Meeting

January 8, 2025 – Wednesday

6:00 PM

CALL TO ORDER

SALUTE TO FLAG

ORGANIZATIONAL MEETING

1. A) Meeting Rules & Procedures
- B) Town Board Meeting Schedule
- C) Holiday Schedule – Town Hall closed
- D) Official Bank
- E) Town Investment Policy
- F) Petty Cash Accounts
- G) Authorize Supervisor to pay Utility Bills, Postage, and Insurance
- H) Mileage Reimbursement
- I) Official Newspaper
- J) Supervisor extension
- K) The Highway Superintendent buying
- L) Appointments
 1. Annual Appointments
 2. Advisory Appointments
 3. Safety Committee
 4. Department Liaisons
- M) Annual Salaries and Payment Schedule
- N) Cell Phone Stipend
- O) Clothing Allowance
- P) Contracts

ADJOURN

Town Offices will be closed on Monday, January 20, 2025 –Martin Luther King Jr. Day

Marcellus Town Board
Organizational Meeting
Tuesday, January 8, 2025
6:00 PM

A. Meeting Rules & Procedures: The Board was presented with the Meeting Rules & Procedures pamphlet.

B. Town Board Meeting Schedule: The meeting schedule for 2025 will be the first and third Wednesdays of the month at 6:30 pm. The exceptions will be in April and December. April meetings will be held on April 2nd and April 23, 2025. The Year-End Meeting will be held Monday, December 29, 2025.

2025 Schedule:

January	08 Organizational Meeting 08 Monthly Meeting 22 Workshop Meeting
February	05 Monthly Meeting 19 Workshop
March	05 Monthly Meeting 19 Workshop
April	02 Monthly Meeting 23 Workshop
May	07 Monthly Meeting 21 Workshop
June	04 Monthly Meeting 18 Workshop
July	02 Monthly Meeting 16 Workshop
August	06 Monthly Meeting 20 Workshop

September 03 Monthly Meeting
17 Workshop

October 01 Monthly Meeting
15 Workshop

November 05 Monthly Meeting
19 Workshop

December 03 Monthly Meeting
17 Workshop
29 End of Year Meeting

C. Holiday Schedule – Town Hall Closed:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

D. Official Bank: Name Solvay Bank as the official bank for the depository for all monies from the Town Supervisor, Town Clerk, Tax Collector and Court.

E. Town Investment Policy: Idle monies shall be invested at the designated bank of the Town either in Certificate of Deposit or any kind of Savings Account. The Town requests that the depository (Solvay Bank) protect these investments in the event they exceed FDIC coverage by pledging securities as collateral. The Collateral is to be held by a third party.

F. Petty Cash Accounts: Allow the Town Clerk to continue to have a petty cash fund of \$200; Recreation Department to continue to have a petty cash fund of \$200; this is to be administered by the Town Clerk, the Tax Collector to have a petty cash of \$100.00 and the Court Clerk to have petty cash of \$200.00

G. Supervisor to Pay Bills: Authorize the Supervisor to pay utility bills, postage, and insurance prior to audit.

H. Mileage Reimbursement: As of January 1, 2025, standard mileage rate is .67 cents per mile.

I. Official Newspaper: Name the Press Observer as the Official Town Newspaper and name the Syracuse Post Standard as a secondary newspaper.

J. Supervisor Extension: The Supervisor will be given a thirty-day extension to file the annual report.

K. Highway Superintendent Buying: The Highway Superintendent may use State and County vendors in aggregate buying.

Appointments:

1. Annual Appointments:

Bookkeeper – Lori Petrocci – 1/1/25-12/31/25
Clerk to Codes Department – Joanna Clarke – 1/1/25 – 12/31/25
Clerk to Planning/Zoning – Joanna Clarke – 1/1/25-12/31/25
Clerk to Town Justices – Mary Beth Lollis Barnell – 1/1/25-12/31/25
Deputy Clerk to Town Justices – Olivia Dunn -1/1/25-12/31/25
Recreation Director – Don MacLachlan – 1/9/25- 12/31/25
Recreation Attendant – Michele Norstad – 1/9/25-12/31/25
Historian – Peg Nolan – 1/1/25-12/31/25
Dog Control Officer- James LaRose – 1/1/25-12/31/25
Park Crew Leader – James Rossiter 1/1/25-12/31/25
Deputy to Codes – Jeremy Perry – 1/1/25-12/31/25
Chris Christensen- Planning and Zoning Board- 1/9/25- 12/31/31
Board of Assessment Review Member James Mather – 1/9/2025- 9/30/27

2. Advisory Appointments:

Supervisor appointing Terry Hoey as Deputy Supervisor – 1/1/25-12/31/25
Supervisor appointing Lori Petrocci as Budget Officer – 1/1/25- 12/31/25
Town Clerk appointing Suzanne Tobin as Deputy Town Clerk – 1/1/25-12/31/25
Town Clerk appointing Susan Dennis as a backup Deputy Town Clerk- 1/1/25-12/31/25
Highway Superintendent appointing Jeremy Perry as Deputy Highway Superintendent – 1/1/25-12/31/25
Tax Collector appointing Elaine Potter as Deputy Tax Collector – 1/1/25-12/31/25
Tax Collector appointing Lori Petrocci as Deputy Tax Collector – 1/1/25-12/31/25
Dog Control Officer appointing James LaRose IV as Deputy Dog Control Officer 1/1/25-12/31/25

3. Safety Committee: The Safety Committee will be John Houser, Mike Ossit, Jim Rossiter and Supervisor Laurie Stevens.

4. Department Liaisons: The following are appointed as liaisons for the Departments that are not run by an Elected Official:

MAVES-
Fire Department-
Codes-

M. Annual Salaries and Payment Schedule:

Salaries:

Supervisor-\$12,000

Town Justices (2) - \$15,411.50 each

Court Clerk - \$47,730

Deputy Court Clerk - \$18.00 per hour

Councilors (4) - \$6,120 each

Town Clerk - \$47,890

Deputy Town Clerk - \$18.54 per hour

Tax Collector - \$11,088

Bookkeeper - \$56,900

Budget Officer - \$3,800

Assessor - \$36,000

Clerk to Assessor - \$5,901

Parks & Recreation Director - \$15,600

Recreation Attendant - \$18.50 per hour

Dog Control Officer - \$10,024

Highway Superintendent - \$70,674

Deputy Highway Superintendent - \$28.56 per hour

Highway MEO - \$28.06 per hour

Codes Officer - \$59,324

Deputy Codes Officer - \$13,650

Secretary to Planning & Zoning - \$28,963

Secretary to Codes - \$12,412

Park Crew Leader - \$19.10 per hour

Seasonal Rec. PT Employees - \$15.50 per hour

Seasonal Rec. Program Director - \$16.00 - \$24.00 per hour

Seasonal Park Laborer - \$17.00 - \$17.51 per hour

Youth & Adult Recreation Specialist - \$15 - \$45/Student/depending on program.

Historian - \$350

Planning & Zoning Boards – Chairs (2)- \$3,510 each

Members (5) - \$2,378 each

Assessment Board – Chair (1) - \$210

Members (4) - \$175 each

Hourly Employees are paid bi-weekly.

Salaried Employees and part-time recreation employees are paid monthly.

Hourly Employees who work more than 40 hours shall be paid at one and one-half (1 ½ hours)

times their hourly rate.

Full-time Employees will receive 8 hours straight pay for 13 designated holidays plus 1 ½ times their hourly rate for actual hours worked on that holiday.

N. Cell Phone Stipend:

Highway Superintendent - \$45/Month
Codes Officer - \$45/Month
Highway Employees - \$25/Month

O. Clothing Allowance:

Highway Employees - \$500/year per employee
\$100 per year for Park Employees for work boots
\$100 per year for Codes Officer for work boots

P. Contracts:

Marcellus Historical Society: \$5,000. This will help offset the cost of insurance and utilities related to operating expenses of the Steadman House.

American Legion: \$600. This is to provide Flags for the veteran grave sites in the three cemeteries in the Town. The Flags are to be placed prior to Memorial Day and removed within five (5) days after July 4, 2025.

Health/Loan Closet: \$500. This will help offset the costs of new equipment.

CNYSPCA: \$2,160. This is for cruelty investigations; the fee will increase from \$2,000 in 2024.

Ascap: \$500. Annual license fee for any music played at the park.

Costello Cooney & Fearon, PLLC: The firm will provide general legal services for the Town of Marcellus during the calendar year 2025 on an hourly basis. General legal services will include attending all Town Board Meetings, Public Hearings and Executive Sessions, responding to day-to-day questions of Town Officials and preparation of any necessary documents. Hourly fees will be \$195/per hour for attorneys and \$100.00/per hour for paralegals. Bills for these services will be itemized and provided on a monthly basis. Payment is due for these services within 30 days of the Town's receipt of the invoice.

Marcellus Fire Department: \$349,934.00 for 2025

Ambulance Service (MAVES): \$306,900.00 for 2025

Marcellus Veterinary Hospital: Fees for housing, vaccinating and caring for stray dogs. No increase in fees for 2025.

Marcellus Library: \$11,000.00 in 4 payments for 2025

TDK:

LABOR BILLING RATES

Principal	\$215.00
per hour	
Senior Project Engineer	\$205.00
per hour	
Project Engineer	\$195.00
per hour	
Engineer - Grade I	\$165.00
per hour	
Engineer - Grade II	\$155.00
per hour	
Engineer - Grade III.....	\$145.00
per hour	
Engineer - Grade IV	\$105.00
per hour	
Technician – Grade I	\$95.00
per hour	
Technician – Grade II	\$85.00
per hour	
Technician – Grade III	\$75.00
per hour	
CADD Designer - Grade I	\$115.00
per hour	
CADD Designer – Grade II	\$100.00
per hour	
CADD Designer – Grade III	\$85.00
per hour	
Administrative Assistant	\$80.00
per hour	
Administrative Assistant Support Staff	
\$60.00 per hour	
Expert Witness	\$400.00
per hour	

PRIORITY SERVICE BILLING RATES

Priority Rate for Same Day Service(s) Within Normal Business Hours	Applicable Labor Rate x 1.25
Priority Rate for Same Day Service Outside Normal Business Hours (weekday)	Applicable Labor Rate x 1.50
Priority Rate for Weekend Services	Applicable Labor Rate x 2.00

Priority rates apply to Client requests for: a) same day services within normal business hours (8:00 a.m. to 5:00 p.m. Monday thru Friday), b) services outside of normal business hours' weekdays (5:01 p.m. to 7:59 a.m.) or weekends, or c) services requiring suspension of other firm work.

CONTRACT

THIS AGREEMENT made the 8th day of January, 2025, between the **TOWN OF MARCELLUS** (hereinafter the "Town") and the **Marcellus Historical Society** (hereinafter the "Historical Society"):

The Town being duly authorized by the Town Board, by resolution, attached hereto as Exhibit "A", to enter into a contract with the Historical Society wherein the Historical Society is to own and maintain the official collection of artifacts and memorabilia related to the history of the Town for the education and public viewing by the Town of Marcellus residents for the year 2025; and such artifacts shall be principally housed in property owned by the Historical Society known as the Steadman House located on North Street in the Village of Marcellus, NY, and it is further agreed,

The Town will pay to the Historical Society the sum of Five Thousand Dollars and no Cents (\$5,000.00), payable upon execution of the contract to be used to offset the cost of insurance and utilities related to operating expenses of the Steadman House.

Attest

Dated: _____

Supervisor, Town of Marcellus

Attest

Dated: _____

President, Marcellus Historical Society

CONTRACT

THIS AGREEMENT made the 8th day of January, 2025, between the TOWN OF MARCELLUS by its Supervisor, Laurie Stevens, hereinafter called the party of the first part, hereby contracts, covenants, and agrees with the Marcellus American Legion, by its president, hereinafter called the party of the second part, that:

The party of the first part being duly authorized by the Town Board of the Town of Marcellus, by resolution, to enter into a contract with the party of the second part wherein the party of the second part is to provide the flagging of veteran grave sites in the three cemeteries in the Town of Marcellus. The Flags are to be placed prior to Memorial Day and removed within five (5) days after July 4, 2025.

The party of the first part, the TOWN OF MARCELLUS, will pay to the party of the second part, Marcellus American Legion, the sum of Six Hundred Dollars and no Cents (\$600.00), payable upon execution of the contract.

Supervisor, Town of Marcellus

Attest

Marcellus American Legion

Attest

Marcellus
Health/Loan
Closet

September 24, 2024

12 First Street
Marcellus, NY 13108

Laurie Stevens, Supervisor and Marcellus Town Board Members
Marcellus Town Hall
22 East Main Street
Marcellus, NY 13108

Dear Laurie,

The Marcellus Health/Loan closet is submitting a request for continued support from the Town of Marcellus, for the upkeep and maintenance of the Loan Closet.

The services that the Loan Closet provides are unique to our community.

With the closing of the Marcellus Pharmacy, which housed our medical equipment securely in its garage for 15 years, our program is moving to a new facility.

The services of Sandy Taylor and the Town Highway Department have been invaluable. Their efforts have made all things possible. We are blessed to have such valued public servants.

At the present time, we are requesting a stipend of \$500 from the Town of Marcellus to help with upkeep and maintenance of our equipment.

Thank you and the Marcellus Town board in advance for your consideration of our request again this year.

Wishing you well, and many thanks, I remain,

Sincerely yours,



Maureen E. Curtin, President
Marcellus Health/Loan Closet

CONTRACT

THIS AGREEMENT made the ___ day of _____, 2025, between the TOWN OF MARCELLUS by its Supervisor, Laurie Stevens, hereinafter called the party of the first part, hereby contracts, covenants, and agrees with the Marcellus Health/Loan Closet, by its president, hereinafter called the party of the second part, that:

The party of the first part being duly authorized by the Town Board of the Town of Marcellus, by resolution, attached hereto as Exhibit A, to enter into a contract with the party of the second part wherein the party of the second part is to provide storage facilities and operate a loan closet relating to health care for town of Marcellus residents for the year 2025; and

The party of the first part, the TOWN OF MARCELLUS, will pay to the party of the second part, Marcellus Health Council, the sum of Five Hundred Dollars and no Cents (\$500.00), payable upon execution of the contract.

Supervisor, Town of Marcellus

Attest

Marcellus Health Council President

Attest



CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
5878 EAST MOLLOY ROAD, SYRACUSE, NY 13211
Administration Offices (315) 454-4479
Fundraising (315) 454-8787
Fax (315) 454-4908

December 17, 2024

RECEIVED

DEC 23 2024

Town of Marcellus

Town of Marcellus
Supervisor, Laurie Stevens
24 E. Main Street
Marcellus, New York 13108

Happy Holiday!

We have attached the new contract for the CNY SPCA Cruelty Investigation Services for the Town of Marcellus.

The Board of Directors would like to thank you for placing your trust in us to provide animal cruelty investigation services in the Town of Marcellus. Our hope is that this service is exceeding your expectations.

The rate for Cruelty Services has increase from \$2,000.00 to \$2,160.00. The cruelty investigations include the care of animals that have been seized from abuse, hoarding situations and arrests – as you can imagine, the cost can escalate quickly when providing veterinarian care and other services. While we have tried to hold all of our rates steady for a number of years it is increasingly difficult given the pricing for food, medication, vaccines and for special veterinarian care and wages.

I have attached the Cruelty Contract for Cruelty Services January 1, 2025 to December 31, 2025.

If you would like to discuss this or any other matter, please email our Board Treasurer, Robert Wood at Rfwood75@gmail.com.

Best Regards,

Gale Rachetta
CNY SPCA – Board of Director, Secretary
HR@cnyspca.org



CNYSPCA
Promoting Kindness to Animals

INVOICE

5878 East Molloy Road
Syracuse, NY 13211
Phone: 315-454-4479
Gale.rachetta@cnyspca.org

INVOICE # Marcellus- 2025
DATE December 17, 2024

TO
Town of Marcellus
22 East Main Street
Marcellus, New York 13108

FOR 1/1/25 – 12/31/25– Cruelty Services

Description	Amount
Cruelty Services 1/1/2025-12/31/2025	\$2160.00
Total	\$2160.00

Make all checks payable to CNY SPCA
Payment is due by January 31, 2025

THANK YOU!



THIS AGREEMENT, made this 1st day of January 2025, by and between the TOWN OF MARCELLUS a municipal corporation in the State of New York, hereinafter called the "MUNICIPALITY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a charitable corporation organized and existing under the laws of the State of New York, having its office and principal place of business at 5878 East Molloy Road, in the Town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA".

WITNESSETH

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

That the CNYSPCA will promptly respond to, investigate violations of and enforce provisions of Article 26 of the Agriculture and Markets Law of the State of New York which are reported to it by the Municipality and which are occurring within the boundaries of the Municipality. Such services will include as necessary seizure of, removal and shelter of any animal found to be the subject of a violation of the above referenced law.

The CNYSPCA shall bill the Municipality on an annual basis for services rendered herein.

The Parties agree that the total amount to be paid by the TOWN OF MARCELLUS for all services of the CNYSPCA to be provided under this agreement on an annual basis of **\$2,160.00**. Payment shall be due in 30 days from the signing this agreement.

The CNYSPCA shall have the absolute right to terminate this agreement and such action shall not be deemed a breach of contract. The CNYSPCA may terminate this agreement with 30 days noticed delivered or mailed to the Municipality.

The CNYSPCA agrees that it shall defend, indemnify and hold harmless the municipality and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgements arising occurring or resulting from or out of the work of the CNYSPCA and its agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CNYSPCA or failure on the part of the CNYSPCA to comply with any of the covenants, terms, or conditions of this agreement.

The CNYSPCA agrees to make no claim for damages for delay occasioned by an act or omission of the municipality.

The CNYSPCA is insured for acts or omissions of its employees with proof of insurance to be provided upon the execution of this contract.

This agreement shall commence on January 1, 2025 and shall continue to and including December 31, 2025.

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

TOWN OF MARCELLUS

DATED: _____

By: _____

Title: _____

**CENTRAL NEW YORK SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

DATED: _____

By: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

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

InFocus Insurance Agency
8035 Oswego Road

CONTACT NAME: InFocus Insurance
PHONE (A/C, No, Ext): (315) 622-3333 FAX (A/C, No): (315) 652-4595
E-MAIL ADDRESS: info@infocusinsurance.com

Liverpool

NY 13090

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ERIO - ERIE INSURANCE CO	26263
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CNY Society for the Prevention
5878 E MOLLOY RD

MATTYDALE

NY 13211-2108

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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Q61-0352224	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q01-5130524	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Q25-5170255	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE	
						OTHER	
						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

Town of Marcellus
Marcellus Town Hall
24 East Main Street
Marcellus

NY 13108

CANCELLATION

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



PO BOX 331608 Attn: Account Services
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

December 20, 2024



GL3Y5300300283 -

Karen R Pollard
Supervisor
Town Of Marcellus, NY
Town Of Marcellus, NY
24 E Main St
Marcellus, NY 13108-1206

RECEIVED

DEC 23 2024

Town of Marcellus

Re: Account No. - 500704066
Town Of Marcellus, NY
Town Of Marcellus, NY
24 E Main St
Marcellus, NY 13108-1206

Dear Ms. Pollard:

Thank you for being an ASCAP licensee, and appreciating the value that music brings to your community.

Your ASCAP agreement calls for an annual license fee adjustment, based on the year-over-year change in the Consumer Price Index (CPI). This year's measurement of inflation between October 2023 and October 2024 resulted in an overall increase of 2.5979% to your license fee.

The 2025 fee schedule reflecting the increase is enclosed. If there have been any changes to your population or if you have a special event to report, please complete and return the report form by mail to:

ASCAP
Customer Care
PO Box 331608
Nashville, TN 37203

If an ASCAP billing statement is enclosed, your license fee is now due. To ensure that your ASCAP license remains current, please submit payment for your 2025 license today online by credit card or echeck.

Sign in to your account at www.ascap.com/mylicense with your UserID and Password. If you do not have sign-on credentials, please "Register as a New User" using your 9-digit account number and zip code.

With your online account you can:

- Pay your balance - with a credit card or e-check.
- Go Paperless - change your billing statement preference to paperless delivery and receive your monthly billing statements electronically. Select "Change Paperless Statements Option" on the Main Menu and select "Enroll for Estatements".

If you do not have a billing statement enclosed, you will receive one 30 days before your annual renewal date.

If you wish to pay by mail, please send to the remittance address on your billing statement.

For any questions about your license, reporting or payment, please call us at 1-800-505-4052 or send us an email at glcs@ascap.com.

Sincerely,


Account Services

Account Services

Enclosures:

Rate Schedule
Report Form
Return Envelope

F0166_0125
IMLA

	LOCAL GOVERNMENT ENTITIES 2025 Rate Schedule and Report Form
Account No.: 500704066	Premise Name: Town Of Marcellus, NY; Marcellus, NY
Report Due: 12/30/2025	



SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$445.00
50,001	to	75,000	\$890.00
75,001	to	100,000	\$1,068.00
100,001	to	125,000	\$1,425.00
125,001	to	150,000	\$1,779.00
150,001	to	200,000	\$2,315.00
200,001	to	250,000	\$2,845.00
250,001	to	300,000	\$3,385.00
300,001	to	350,000	\$3,916.00
350,001	to	400,000	\$4,451.00
400,001	to	450,000	\$4,980.00
450,001	to	500,000	\$5,518.00
500,001	Plus***		\$6,762.00

*** \$6,762.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$88,980.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.


"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$500.00 .

License Fee for Year 2026 and Thereafter

For each calendar year commencing 2026, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

	LOCAL GOVERNMENT ENTITIES 2025 Rate Schedule and Report Form
Account No.: 500704066	Premise Name: Town Of Marcellus, NY; Marcellus, NY
Report Due: 12/30/2025	



SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: -----
 (Per current U.S. Census Data)

Base License Fee: _____
 (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

****"Special Events"** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

*****"Gross Revenue"** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

COSTELLO

COONEY & FEARON, PLLC

Experience Innovation

211 W. Jefferson St., Syracuse, NY 13202

Tel: 315.422.1152 | Fax: 315.422.1139

www.ccf-law.com

James J. Gascon, Partner

jgascon@ccf-law.com

January 1, 2025

Laurie Stevens, Town Supervisor
Town of Marcellus
22 East Main Street
Marcellus, NY 13108

**Re: Agreement for Legal Services for Town of Marcellus
Calendar Year 2025**

Dear Supervisor Stevens:

This letter constitutes an agreement for legal services between the Town of Marcellus and Costello, Cooney & Fearon, PLLC for the calendar year 2025.

The firm will provide general legal services for the Town of Marcellus during the calendar year 2025 on an hourly basis. General legal services will include attending all Town Board Meetings, Public Hearings and Executive Sessions, responding to day-to-day questions of Town Officials and preparation of any necessary documents.

Hourly services also include attendance at Grievance Day(s) if required, and to provide all general legal services associated with the Board of Assessors. We will also provide legal counsel regarding:

- a. Litigation, including tax matters;
- b. Enforcement matters;
- c. Special District and bonding work;
- d. Legal work related to all special districts such as Sewer, Water and Lighting Districts;
- e. Environmental matters and enforcement;
- f. Matters before the Zoning Board of Appeals or the Planning Board; and
- g. Major non-routine projects (i.e., comprehensive plan, collective bargaining, labor and related matters other than routine telephone calls).

Our hourly fees will be \$195/per hour for attorneys and \$100.00/per hour for paralegals. Bills for these services will be itemized and provided on a monthly basis. Payment is due for these services within 30 days of the Town's receipt of the invoice.

ALBANY OFFICE

220 Columbia Turnpike | Rensselaer, NY 12144

CAZENOVIA OFFICE

5 Mill Street | Cazenovia, NY 13035

Laurie Stevens, Town Supervisor
January 1, 2025
Page 2

James J. Gascon will be the principal contact person and the attorney generally attending the meetings. In the event he is unable to attend a meeting, a qualified attorney will serve in his place.

Intending to be bound the parties enter into this agreement on the 1st day of January, 2025.

Date:

Date:

Laurie Stevens, Town Supervisor
Town of Marcellus

James J. Gascon, Esq.
Costello, Cooney & Fearon, PLLC

JJG/ss

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT
AGREEMENT FOR FIRE SERVICE (2025)**

THIS AGREEMENT, made the 1st day of January, 2025, by and between the Town of Marcellus, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "Town"), and Marcellus Fire Department, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Marcellus, New York (hereinafter "Department").

WITNESSETH:

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

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

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

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

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

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

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

1. PROVISION OF EMERGENCY SERVICES

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

2. THE FIRE STATION

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

The Department acknowledges the Marcellus Fire Hall located at 4242 Slate Hill Road, Marcellus, New York constitutes suitable housing. The Department acknowledges the Fire Hall is to be used solely for fire fighting services unless otherwise permitted by the Town Board. Commercial use of the kitchen is prohibited.

The maintenance of the building and property shall be the responsibility of the Department utilizing designated funds from Schedule "A." The Department is required to have professionally cleaned, twice annually, the oil water separator. The first cleaning must occur prior to April 30th, and the second cleaning must occur prior to October 30th.

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

3. TERM

The term of this Agreement shall commence on January 1, 2025 and shall continue until December 31, 2025 unless sooner terminated as herein provided.

4. COMPENSATION AND VFBL

Town agrees to pay Department those amounts as provided in Schedule "A", payable in installments as set forth in Schedule "B". Such funds shall be used by the Department solely for the administration of the fire department equipping fire department as necessary for recruitment and retention, and for such other purposes as related to providing fire protection or administering a fire department and as permitted by the Department's not-for-profit status. The installment payments will only be due if the Department is in full compliance with its obligations under this Agreement.

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

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

- a statement itemizing the estimated costs attributable to the contract with the Town, including costs related to supplies, materials, operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs.
- the fire company's most recent annual report of directors pursuant to Not-For-Profit Corporation Law Section 519 (if applicable);
- the fire company's most recent verified certificate pursuant to Not-For-Profit Corporation Law Section 1402(f) (if applicable);
- the fire company's most recent internal revenue service form 990; and
- the fire company's most recent annual report pursuant to General Municipal Law Section 30-a.

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

5. HOLD HARMLESS AGREEMENT

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

6. INSURANCE

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

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

7. BILLING

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

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

9. GROUNDS FOR TERMINATION

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

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

10. EQUIPMENT

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

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

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

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

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

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

11. RESTRICTION ON CAPITAL PURCHASES

Department shall not make any capital purchase or incur any debt, either of which requires financing, if such purchase/financing would require an increase in the Department's budget in the future years for the term of the financing beyond the term of this Agreement, unless Department first obtains the approval of the Town.

12. QUARTERLY REPORTS

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

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

13. NOTICES

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

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

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

14. SAVINGS CLAUSE

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

15. WAIVER

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

16. HEADINGS

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

17. FURTHER ASSURANCES

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

18. BINDING EFFECT

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

19. COUNTERPARTS

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

20. GOVERNING LAW

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

21. NO ASSIGNMENT

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

22. ENTIRE AGREEMENT

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

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

Town of Marcellus

Marcellus Fire Department, Inc.

By: _____
Laurie Stevens, Supervisor

By: _____
, President

SCHEDULE A

Contractual Payment:	\$244,934.00
-plus-	
Truck & Equipment Reserve:	\$ 75,000.00
-plus-	
Building Maintenance Fund:	<u>\$ 30,000.00</u>
TOTAL:	\$349,934.00

SCHEDULE B

On or before January 15, 2025
On or before April 15, 2025
On or before June 15, 2025
On or before September 15, 2025

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

**AGREEMENT FOR
AMBULANCE SERVICE (2025)**

THIS AGREEMENT made the 1st day of January, 2025 by and between the Town of Marcellus, Marcellus, New York hereinafter referred to as the "TOWN" and Marcellus Volunteer Emergency Services, Inc., a not-for-profit corporation, having its principal office in Marcellus, New York, hereinafter referred to as "MAVES."

WITNESSETH

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

WHEREAS, at a meeting of the Board of Directors of MAVES held in Marcellus, New York on the 30th day of December, 2024, MAVES agreed to furnish such emergency medical Ambulance Services; and

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

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

1. SERVICES TO BE PROVIDED

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

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

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

2. INSURANCE

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

3. CERTIFIED AMBULANCE

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

4. BILLING; FUND RAISING

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

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

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

5. CONSIDERATION; PAYMENT; TERM

- a. The term of this Agreement shall be one (1) year and shall commence on January 1, 2025 and expires on December 31, 2025.
- b. The Town shall pay to MAVES, for the calendar year 2025, that amount listed in Schedule A on the dates herein stated, subject only to the presentation of proof of insurance and proof that the Town has been named as an additional insured.
- c. MAVES, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personal training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, and insurance premiums for the insurance coverage hereinafter specified.

6. INSURANCE; HOLD HARMLESS

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

7. INDEPENDENT CONTRACTOR

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

8. REVIEW OF FINANCES AND PERFORMANCE

- a. MAVES shall provide Town a report on or within five days of January 15, April 15, July 15 and October 15, indicating all of the line item expenses and income of MAVES. The purpose of such review is not for the Town to supervise or control MAVES, but instead to predict the expenses and income for the future years and to plan accordingly. MAVES covenants that it maintains the record of the finances in a form sufficient to be audited and/or reviewed and that upon a request from the Town, an audit or review will be permitted upon reasonable notice, so long as the Town bears the expenses. MAVES covenants that it has put in place reasonable steps to monitor the funds and prevent theft, or improper accounting practices.

- b. On or within five days of January 15, April 15, July 15, and October 15, MAVES shall provide to the Town a report indicating the following;
 - i. The number of calls to which MAVES was dispatched
 - ii. The number of calls to which MAVES responded
 - iii. The number of calls to which MAVES was unable to respond
 - iv. The town, village or other area in which each patient was located, if possible, the number of BLS calls and ALS calls
 - v. If possible, the number of patients that refused transport
 - vi. If possible, the collection rate of all patients served in each respective town or village

- c. MAVES shall make a good faith attempt to present a preliminary budget to the Town no later than September 1.

9. NO ASSIGNMENT

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

10. COMPLIANCE WITH LAWS

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

11. APPLICABLE LAW

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

12. MODIFICATION

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

13. NOTICES

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

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

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

14. WAIVER

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

15. COMPLIANCE WITH LAWS; SEPERABILITY OF TERMS

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

16. TERMINATION

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

IN WITNESS WHEREOF, the parties caused this Agreement to be executed by their duly authorized officers as the day and year first above written

TOWN OF MARELLUS

By: _____

Laurie Stevens, Supervisor

MARCELLUS AMBULANCE VOLUNTEER EMERGENCY SERVICES, INC.

By: _____

, President

Schedule A

Agreement for Ambulance Service

2025

Contract Amount: \$306,900.00

Method of Payment: Payments are to be made in twelve (12) equal monthly installments of \$25,575.00.

Schedule B

Agreement for Ambulance Service

2025

Usual and customary user fees

Town and Village of Marcellus
Resident

ALS 1 \$1,800.00
ALS 2 \$2,050.00
ALS Refusal \$ 300.00

BLS \$1,400.00
Emerg Srv
At Scene \$ 200.00
Mileage \$ 34.50

RECEIVED

NOV 20 2024

Town of Marcellus

Agreement between the Town of Marcellus and the Marcellus Veterinary Hospital.
Service Dates: January 1st 2025 to December 31st 2025
Service – Fees for housing, vaccinating, and caring for stray dogs as follows:

DOGS WHICH ARE CLAIMED BY THEIR OWNERS:

Our regular fees apply to all vaccines and medical care IF needed.
Exam given prior to vaccines or medical care.

DHPP vaccination upon admittance (mandatory for all unidentified dogs)	\$35.00
RABIES vaccination upon admittance (mandatory for all unidentified dogs)	\$30.00

A discounted rate applies to boarding as follows:

BOARDING per day under 50 lbs	\$27.00
BOARDING per day 51- 80 lbs	\$31.00
BOARDING per day over 80 lbs	\$35.00

These fees are to be collected by the Town of Marcellus and a receipt sent with the owner to release the dog.

DOGS WHICH ARE LEFT UNCLAIMED: (Discounted Fees to the Town of Marcellus)

DHPP vaccination upon admittance (mandatory for all unidentified dogs)	\$23.00
RABIES vaccination upon admittance (mandatory for all unidentified dogs)	\$23.00
BOARDING per day under 80 lbs	\$ 27.00
BOARDING per day over 80 lbs	\$ 30.00

After 5 days the dog becomes the property of Marcellus Veterinary Hospital and is available for adoption.

ALL DOGS:

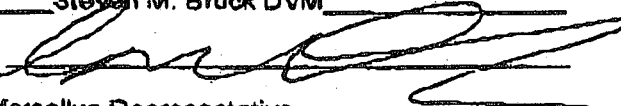
Medical Expenses as needed -	As charged
Euthanasia	\$45.00
Cremation under 20 lbs	\$80.00
Cremation 21-50 lbs	\$90.00
Cremation 51-100 lbs	\$110.00
Cremation over 100 lbs	\$120.00

Cremation fees reflect our current cremation service. You are free to secure other means of disposal.

Marcellus Veterinary Hospital Representative

Name Steven M. Bruck DVM

Title President

Signature 

Date 11-24-24

Town of Marcellus Representative

Name _____

Title _____

Signature _____

Date _____

~~2020~~

2025

Library Schedule of Payments

<u>Year</u>	<u>Payment</u>
2019	\$27,500.00
2020	\$24,750.00
2021	\$22,000.00
2022	\$19,250.00
2023	\$16,500.00
2024	\$13,750.00
2025	\$11,000.00
2026	\$ 8,250.00
2027	\$ 5,500.00
2028	\$ 2,750.00
2029	\$ 0.00



January 1, 2025

Laurie Stevens, Supervisor
TOWN OF MARCELLUS
22 E. Main Street
Marcellus, New York 13108

RE: Town of Marcellus – 2025 Municipal Engineering Service Agreement
TDK Project No. 2025002

Dear Supervisor Stevens:

We are pleased to provide you with our 2025 general service agreement. Based on our prior work, we have separated our services into three general groupings as follows:

TOWN MEETINGS

We will attend town board, planning board and/or zoning board of appeals meetings, as requested by Town representatives for a fixed fee of \$300 per meeting. Please note that this fee is exclusive of any project-specific reviews, which have individual escrow account(s) established as part of the municipal review process.

GENERAL ENGINEERING SERVICES

We will perform general engineering services, as requested by Town representatives, on an hourly basis in accordance with our *Standard Terms and Conditions* (attached). These services are for projects that are relatively minor in nature and are typically below an engineering budget of \$2,500.

TOWN-SPECIFIC COMMUNITY IMPROVEMENT PROJECTS

If requested, we will provide the Town with an estimated engineering budget for specific community improvement projects that exceed an engineering budget of \$2,500.

CONTACT INFORMATION

Any Town representative can contact Tom Trytek, Shane O'Connor or me with any questions or comments. However, our proposed internal team arrangement is as follows:

- Planning Board & ZBA Meetings - Joe Durand (*Primary*)
Shane O'Connor (*Secondary*)
- Town Board Meetings - Joe Durand (*Primary*)
Tom Trytek (*Secondary*)

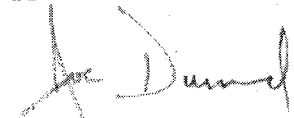
MUNICIPAL ENGINEERING SERVICE AGREEMENT
Town of Marcellus
TDK Project No. 2025002
January 1, 2025

- General Engineering Services - Joe Durand (*Roads, Utilities, Stormwater Management and Environmental including funding assistance*)
Tom Trytek (*Structural, Geotechnical*)
Shane O'Connor (*Roads, Sewers, and Stormwater Management*)
John Herrmann (*Environmental*)
- Town-Specific Community Improvement Projects - Joe Durand
Tom Trytek

We will continue our correspondence with John Houser and Mike Ossit and/or any Town official that you deem necessary to review any future projects.

On behalf of the team at TDK, we are very appreciative of this opportunity that the Town has extended to us to continue serving the interests of the Marcellus community in an engineering capacity. Please do not hesitate to contact us if you have any questions and/or require additional information.

Sincerely,
TDK ENGINEERING ASSOCIATES, P.C.


Joseph E. Durand, P.E.
President

Approved and Accepted by:
TOWN OF MARCELLUS

Laurie Stevens (Signature)
Town Supervisor

Date

Cc: James Gascon, Esq. (w/enclosure)
TDK File



STANDARD TERMS AND CONDITIONS
Effective January 1, 2025

1. LABOR BILLING RATES

Principal	\$215.00 per hour
Senior Project Engineer	\$205.00 per hour
Project Engineer	\$195.00 per hour
Engineer - Grade I	\$165.00 per hour
Engineer - Grade II	\$155.00 per hour
Engineer - Grade III	\$145.00 per hour
Engineer - Grade IV	\$105.00 per hour
Technician – Grade I	\$95.00 per hour
Technician – Grade II	\$85.00 per hour
Technician – Grade III	\$75.00 per hour
CADD Designer - Grade I	\$115.00 per hour
CADD Designer – Grade II	\$100.00 per hour
CADD Designer – Grade III	\$85.00 per hour
Administrative Assistant	\$80.00 per hour
Administrative Assistant Support Staff	\$60.00 per hour
Expert Witness	\$400.00 per hour

2. PRIORITY SERVICE BILLING RATES

Priority Rate for Same Day Service(s) <u>Within</u> Normal Business Hours	Applicable Labor Rate x 1.25
Priority Rate for Same Day Service <u>Outside</u> Normal Business Hours (weekday)	Applicable Labor Rate x 1.50
Priority Rate for Weekend Services	Applicable Labor Rate x 2.00

Priority rates apply to Client requests for: a) same day services within normal business hours (8:00 a.m. to 5:00 p.m. Monday thru Friday), b) services outside of normal business hours' weekdays (5:01 p.m. to 7:59 a.m.) or weekends, or c) services requiring suspension of other firm work.

3. BILLING / PAYMENTS

Invoices will be submitted monthly according to TDK Engineering Associates' standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and TDK Engineering Associates, are due upon receipt. The invoices shall be considered past due if not objected to by the client or are paid within 30 days after the invoice date and TDK Engineering Associates may suspend the performance of the service until the invoice dispute is resolved.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, TDK Engineering Associates may suspend performance of services upon five (5) calendar days' notice to the CLIENT. TDK Engineering Associates shall have no liability whatsoever to the CLIENT caused by any breach of this Agreement by the CLIENT.

If the CLIENT fails to make payment to TDK Engineering Associates on undisputed invoices in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by TDK Engineering Associates.

TDK STANDARD TERMS & CONDITIONS

Effective January 1, 2025

Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party. All projects will require a retainer of 25% of the estimated costs to begin work unless prior arrangements are made. The obtained retainer will be applied at the completion of the project.

4. EQUIPMENT/MISCELLANEOUS CHARGES

Equipment and related out-of-pocket expenses incurred for the job will be billed at our cost plus 15%. All other overhead is included in the above rates.

5. TRAVEL

Travel time plus 70¢ (IRS Standard Mileage rate) per mile will be charged portal-to-portal. If an overnight stay is required, the hotel will be billed at our cost.

6. ACCESS TO SITE

Unless otherwise stated, TDK Engineering Associates will have access to the Site for activities necessary for the performance of the services. TDK Engineering Associates will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for site access shall be made by the CLIENT unless otherwise stated. The CLIENT shall provide for TDK Engineering Associates right to enter the property owned by the CLIENT and/or others in order for TDK Engineering Associates to fulfill the scope of services included hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

7. BURIED UTILITIES

TDK Engineering Associates and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by TDK Engineering Associates or its subconsultant will be performed in a manner consistent with the applicable professional standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TDK Engineering Associates relies may contain errors and/or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TDK Engineering Associates and anyone for whom TDK Engineering Associates may be legally liable for damages to underground improvements resulting from subsurface penetration locations established by TDK Engineering Associates on the basis of errors and/or incomplete information reasonably relied upon by TDK.

8. HIDDEN CONDITIONS AND HAZARDOUS MATERIALS

A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If TDK Engineering Associates has reason to believe that such a condition may exist, TDK Engineering Associates shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) TDK Engineering Associates has no reasonable, good faith reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and TDK Engineering Associates shall not be responsible for the existing hidden condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, TDK Engineering Associates shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of people to hazardous materials of any form.

9. INDEMNIFICATIONS

The CLIENT shall indemnify and hold harmless TDK Engineering Associates, all of its personnel, and its subconsultants from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, but only to the extent that any such claims, damage, loss, or expense is caused by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except TDK Engineering Associates), or anyone for whose acts any of them may be liable.

TDK STANDARD TERMS & CONDITIONS

Effective January 1, 2025

This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TDK Engineering Associates and the subconsultants of TDK Engineering Associates, harmless from any claim, liability, or cost for injury or loss arising from errors, omissions, or inaccuracies in documents or other information created by the CLIENT and provided to TDK Engineering Associates.

10. RISK ALLOCATION

To the maximum extent permitted by law, TDK Engineering Associates' total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of TDK Engineering Associates fee or the limits of TDK Engineering Associates' applicable insurance, whichever is greater. Such causes include, but are not limited to, TDK Engineering Associates negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. TDK Engineering Associates maintains general and professional liability insurance coverage. Copies of insurance certificates are available upon request. All contracts can include the option to negotiate the limit of liability.

11. TERMINATION

This Agreement may be terminated upon 10 calendar days written notice by either party. In the event of termination for convenience and without cause by CLIENT, the CLIENT shall pay TDK Engineering Associates for all services rendered to the date of termination and all reimbursable expenses.

12. OWNERSHIP OF DOCUMENTS

All documents produced by TDK Engineering Associates, under this Agreement shall remain the property of TDK Engineering Associates and will not be used by the CLIENT for any other endeavor without the written consent of TDK Engineering Associates.

13. DISPUTE RESOLUTION

Any claim or dispute between the CLIENT and TDK Engineering Associates shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Any dispute not resolved by mediation shall be resolved by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association.

14. GOVERNING LAW

The CLIENT and TDK Engineering Associates, agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of New York.

15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due); without the prior written consent of the other party.

16. EXTENT OF AGREEMENT

This Agreement comprises the final and complete agreement between the CLIENT and TDK Engineering Associates. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and TDK Engineering Associates. Unexecuted agreements, proposals or work plans are valid for 30 days.

17. ADDITIONAL SERVICES

Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed. The Client further

TDK STANDARD TERMS & CONDITIONS

Effective January 1, 2025

agrees to compensate TDK Engineering Associates for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements based on the Client's decision to construct the Project in a fast-track manner.

18. ATTORNEYS' FEES

In the event of any arbitration arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorneys' fees, and other related expenses.

19. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor TDK Engineering Associates, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and TDK Engineering Associates shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

20. DELAYS

The Client agrees that TDK Engineering Associates is not responsible for damages arising directly or indirectly from any delays for causes beyond TDK Engineering Associates' control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by TDK Engineering Associates to perform its services in an orderly and efficient manner, TDK Engineering Associates shall be entitled to a reasonable adjustment in schedule and compensation.

21. JOBSITE SAFETY

Neither the professional activities of TDK Engineering Associates, nor the presence of TDK Engineering Associates or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

TDK Engineering Associates and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

22. SUBCONTRACTORS AND SUBCONSULTANTS

TDK Engineering Associates may use the services of subconsultants when, in TDK Engineering Associates' sole opinion, it is appropriate and customary to do so. After prior approval by CLIENT, subcontractors and subconsultants supervised by and billed through our office will be invoiced at our cost plus 15%.

23. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

TDK STANDARD TERMS & CONDITIONS

Effective January 1, 2025

24. TIMELINES

TDK Engineering Associates will perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

25. UNAUTHORIZED CHANGES

In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by TDK Engineering Associates, the CLIENT recognizes that such changes and results thereof are not the responsibility of TDK Engineering Associates. Therefore, the CLIENT agrees to release TDK Engineering Associates from any liability arising from the construction, use, or result of such changes.

26. TITLES

The titles used in this Agreement are for general reference only and are not part of the Agreement.