

Town of Marcellus
Board Meeting
Wednesday, December 3, 2025
6:30 PM

Call to Order

Salute to Flag

- I. Waive the Reading and Accept the Minutes
- II. Approve Monthly Financials
- III. **Old Business**
- IV. **New Business**
 - A. MAVES 2026 Contract
 - B. Fire Department 2026 Contract
 - C. Syracuse Technologies- Endpoint Protection
 - D. 2026 Concerts in the Park
- V. **Reports From Department Heads**
 - A. Codes- Annual Report
 - B. Highway
 - C. Parks/Rec
 - D. Town Clerk - Monthly Report
- V. **Discussion Agenda**
 - A. Fire Department
- VI. **Adjournment**

Future Meeting Dates

Workshop Meeting- Wednesday, December 17, 2025- 6:30 pm- Town Hall

Town Board End of Year Meeting- Monday, December 29, 2025- 6:30 pm- Town Hall

Town Board Organizational Meeting- Friday, January 2, 2026- 4:00 pm- Town Hall

Marcellus Town Board
Regular Meeting
Wednesday, November 5, 2025
6:30 PM

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, November 5, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present:	Laurie Stevens	Supervisor
	Jeff Berwald	Councilor
	Percy Clarke	Councilor
	Terry Hoey	Councilor
Absent:	Gabe Hood	Councilor

Also Present: Jim Gascon, Town Attorney; Don MacLachlan, Recreation Director; Bill Southern, Linda and Gary Wilcox, Kaylee and Phil Cooper, Scott Stearns, Kathleen Joy, Jennifer Griffin, Heather Johnson, Nick Delallo, Chris Christensen, Dave Card, Fire Department; Bill Southern, Art Hudson, Nancy Hudson, Patricia Bishop, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

PUBLIC HEARINNG- Preliminary Budget: Supervisor Stevens reported that currently the Marcellus tax rate is at \$6.22 per \$1,000.00 of assessed value and the Town Board worked hard on the budget to keep it low for the taxpayers. Supervisor Stevens opened the public hearing to questions and comments from the Town Board and audience.

Attendee and Marcellus Resident, Bill Southern: Thinks Supervisor Stevens did a good job this year and throughout her years on the Board and Supervisor.

There were no other questions or comments.

Councilor Hoey made a motion seconded by Councilor Berwald to close the public hearing at 6:31pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Waive the Reading and Accept the Minutes: Councilor Clarke made a motion seconded by Councilor Berwald to waive the reading and accept the minutes as presented by the Town Clerk. The minutes were from October 1, 2025, Town Board Meeting and October 15, 2025, Workshop Meeting.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Monthly Activity: The abstract of Audited Vouchers for October 21, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #10 as of October 31, 2025. Claim #s 158763-158770.

Expenses

General Fund	\$15,102.75
Part Town General	2,173.58
Townwide Highway	4,156.62
Trust and Agency	1,815.16
Total	\$23,248.11

The abstract of Audited Vouchers for October 22, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #10 as of October 31, 2025. Claim #s 158787-158790.

	<u>Expenses</u>
General Fund	\$1,490.54
Total	\$1,490.54

The abstract of Audited Vouchers for November 4, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #11 as of November 4, 2025. Claim #s 158849-158854.

	<u>Expenses</u>
Part Town Highway	\$2,503.88
Trust and Agency	4,275.36
Total	\$6,779.24

The abstract of Audited Vouchers for November 5, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #11 as of November 4, 2025. Claim #s 158771-158786, 158791-158794, 158806, 158808-158818, 158828-158838, 158840-158842, 158844-158848.

	<u>Expenses</u>
Trust and Agency	\$113,411.74
Total	\$113,411.74

Board Members were given the Activities Report as of October 29, 2025. Fiscal year 2025 Period 10.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,677,667.71)	1,199,106.11
Part Town General	(218,943.58)	154,088.26
Townwide Highway	(654,344.60)	483,426.68
Part Town Highway	(376,414.58)	348,910.11
Fire District	(438,976.33)	398,483.00
Hydrant Fund	(3,316.28)	3,477.00
Ambulance Fund	(311,775.99)	311,756.00
Sewer District	(155,350.31)	153,378.85
Water District	(213,986.66)	189,338.00

Bank Balances:

The total of all Bank Balances for September 2025 is \$4,510,925.25.

Councilor Hoey made a motion seconded by Councilor Clarke to approve the Abstract of Audited Voucher Reports for October 21, 2025, October 22, 2025, November 4, 2025, November 5, 2025, and the Activities Report as of October 29, 2025, and the Bank Balances of September 2025.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Old Business:

Fire Department Letter of Intent & Referendum Aerial Truck: Dave Card spoke with Jim Gascon and with the direction of the Town Board Jim will assist the Fire Department if needed. The vendor will not hold

the truck with a letter of intent for the timeline that has been proposed. The Fire Department plans to compose a letter of information asking the community for donations for a new aerial truck to help offset the cost to taxpayers. The Fire Department may hold an informational meeting based on community interest. Supervisor Stevens recommended the Fire Department state the cost of the apparatus and ask for donations to offset the cost, any money received will reduce the cost on the referendum. This topic will be removed from the agenda.

Hometown Heroes Banners: Hometown Heroes recognizes Heroes for the sacrifices made by our Veterans and those who continue to serve our country. The Village of Marcellus has approved this program to be implemented on the Village streets. Heather Johnson, Kaylee and Phil Cooper are requesting permission from the Town Board to extend the banners into the Town. They would like to extend the banners up to the three-signal light at the corner of Dublin Road and Lee Mulroy, North Street and South Street. They will need a pole count for the NYSEG utilities poles throughout the Town in the areas they plan to place banners. Department of Transportation will need to be contacted for approval on some of the routes. Scott McClurg is in the process of starting a non-for-profit Marcellus First Responders and Veterans Support Committee. This group will be covered under the Fire Department's insurance until the 501C has been established. NYSEG will need a certificate of liability insurance with Marcellus First Responders and Veterans Support Committee listed as being covered by the Town. Jim Gascon said there is very little risk to the Town if the Town Highway employees assist, they will be covered under the Town's workers' compensation insurance. This is beyond the work responsibilities of the Town employees, so they are not required to agree to help with the installation of banners.

Supervisor Stevens made a motion seconded by Councilor Clarke to add Marcellus First Responders and Veterans Support Committee as an additional insured on the Town's liability insurance policy for the installation of the Hometown Heroes Banners.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

New Business:

Adopt the 2026 Budget: There were no questions or requests to modify the budget. Councilor Berwald made a motion seconded by Councilor Hoey to adopt the 2026 Budget.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Lakeshore Little League- Proposed Improvements: A letter was presented to the Marcellus Parks and Recreation Department and the Town Board about proposed improvements. Lakeshore Little League would like the Town to replace backstops, skinning the infield (grass removal) and improve drainage. The Town Board approved the Park Department to repair the backstops at a previous meeting. The cost would be high to complete the requested improvements. At this time the Town Board and Park Department will not be making any more of the requested improvements.

Town Hall Closing Early on Christmas Eve: The Town Clerk has requested to close Town Hall at 12:00pm on Christmas Eve.

Councilor Clarke made a motion seconded by Councilor Berwald to approve the Town Clerk's request to close Town Hall early on Christmas Eve at 12:00pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Town Highway/School District IMA: The IMA is a contract that parties enter into a shared services agreement with each other for the purpose of sharing services, equipment and materials thereby

providing attendant efficiency and savings associated with said shared services. The current IMA between the Marcellus Highway Department and Marcellus School District will be a continual renewal unless one party wishes to withdraw.

Otisco Lake Preservation Association: Kathleen Joy and Jennifer Griffin are members of the Otisco Lake Preservation Association. They spoke about what their organization does to help preserve the lake. They hope to collaborate with the Town of Marcellus in the future to help maintain a clean lake. The exact needs were not discussed but possibly helping with labor, equipment and financial donations.

Opposition to Government-Mandated Natural Gas Bans: In 2019, New York State enacted the Climate Leadership and Community Protection Act (CLCPA), mandating aggressive emissions reductions and laying the foundation for sweeping energy restrictions, including efforts to phase out natural gas; and building on the CLCPA, Governor Kathy Hochul and the New York State Legislature enacted provisions in the 2023 state budget banning natural gas and other fossil fuel hookups in most new residential and commercial buildings-effective 2026 for smaller buildings and 2029 for larger buildings-thereby eliminating consumer choice and limiting access to affordable energy. These mandates have raised widespread concerns about increased costs, strained grid reliability, and reduced energy diversity, particularly in rural communities like Marcellus. Congressman Nick Langworthy of New York and Senator Jim Justice of West Virginia have introduced the Energy Choice Act (H.R. 3699, S. 1945), federal legislation that would prohibit state and local governments from restricting consumer access to natural gas and other affordable energy sources, thereby preserving energy freedom and reliability; and the Energy Choice Act would protect households, small businesses, hospitals, farmers, and manufacturers from harmful government overreach and support an "all-of-the-above" energy strategy that strengthens affordability and resilience. The Town Board wants to pass a resolution opposing the Government Mandated Natural Gas Bans. This topic was tabled for a future meeting. Councilor Hoey wants time to review the resolution and make a few changes.

Village/Town Sewer IMA: The Town was in discussion with the County to contract for the repairs and maintenance of the Town's portion of the sewer. The County will not approve a contract due to special legislation would need to be completed. An agreement was reach between the Town of Marcellus, a municipal corporation, with its offices at 22 East Main Street, Marcellus, New York (hereinafter referred to as the "Town") on behalf of the Marcellus Consolidated Sewer Districts # 1 and 2, and the Village of Marcellus, a municipal corporation of the State of New York, with its offices at 6 Slocombe Ave, Marcellus, New York (hereinafter referred to as the "Village"). the Town has formed, operates and maintains the Marcellus Sewer Districts # 1 and 2 within the Town, to include sewer lines and the Platt Road pumping station, for the purpose of providing public sanitary sewer services to Town residents ("Town Sewer System"), the Village operates and maintains a sewer system within its corporate boundaries, which include sewer lines, pumping stations, and a water pollution control plant ("Village Sewer System"), the Town and Village consolidated the operation, maintenance, and repair of their sewer systems in order to optimize operational efficiency and reduce taxpayer expense. A copy of the full contract is available at the Town Clerk's office. Councilor Berwald made a motion seconded by Councilor Hoey to approve Supervisor Stevens to sign the Intermunicipal Agreement between the Town of Marcellus on behalf of the Marcellus Sewer Districts #1 and #2 and the Village of Marcellus.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Moonlight Walk at Marcellus Park: Marcellus Park will hold two moonlight walks this winter. The events are free to the public and will be held on Saturday evenings; January 3rd and January 31st from 4:00pm-9:00pm. The park crew will provide s'mores and drinks (tea, hot cider, hot cocoa and bottled water).

Bingo- Recreation Department: The Recreation Department is interested in running 2-3 bingo nights for the community at the Marcellus Fire Department. A license through NYS Gaming Commission/Games of Chance may need to be obtained. The Town Clerk's Office and Recreation Office will investigate the process and bring more information to the Town Board.

Department Reports:

Codes: Nothing to report.

Highway: Nothing to report.

Parks/Rec: The Park will have the skating rink again this year.

Town Clerk: Rosemary Tozzi, Town Clerk; presented the monthly report for October 2025

Dog Licensing \$251.00

Certified Copies-Marriage \$10.00

Passport \$245.00

Conservation \$50.30

Freon Removal \$45.00

Marriage Licensing Fee \$52.50

Trash Permit One-trip \$105.00

Mattress \$300.00

Trash Permit- Trailer \$150.00

Tire \$84.00

Trash Permit six-trip Passenger \$145.00

Trash Permit-truck \$200.00

Building \$1,784.00

Zoning Fees \$300.00

Site Plan \$300.00

Discussion Agenda

Fire Department: The Fire Department presented their financials; this topic will be discussed at the next meeting.

Adjournment: Councilor Clarke made a motion seconded by Councilor Berwald to adjourn the meeting at 7:30 pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

Marcellus Town Board
Workshop Meeting
Wednesday, November 19, 2025
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, November 19, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

Present:	Laurie Stevens	Supervisor
	Percy Clarke	Councilor
	Terry Hoey	Councilor
Absent:	Jeff Berwald	Councilor
	Gabe Hood	Councilor

Also Present: Mike Ossit, Highway Superintendent; Jim Gascon, Town Attorney; Don MacLachlan, Park and Recreation Director; Linda Wilcox, Bill Southern, Tom Lathrop, C.J Parsons, Scott Stearns, Jane Attley, Priscilla Carmody, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #11 for November 18, 2025. Claim #'s 158898-158905.

	Expense
General Fund	\$15,432.33
Part Town General	2,078.28
Townwide Highway	4,414.85
Trust and Agency	696.49
Total	\$22,621.95

Abstract of Audited Vouchers: The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #11 for November 19, 2025. Claim #'s 158864-158897.

	Expense
General Fund	\$17,768.80
Part Town General	432.78
Townwide Highway	631.96
Part Town Highway	4,523.99
Trust and Agency	1,118.67
Total	\$24,476.20

Councilor Hoey made a motion seconded by Councilor Clarke to approve the Abstract of Audited Vouchers and pay the bills for November 18, 2025, and November 19, 2025.

Ayes—Clarke, Hoey and Stevens

Carried

Old Business:

Opposition to Government-Mandated Natural Gas Ban: Councilor Clarke made a motion seconded by Councilor Hoey to approve the resolution in opposition to government-mandated natural gas bans.

TOWN OF MARCELLUS, ONONDAGA COUNTY, NEW YORK

A RESOLUTION IN OPPOSITION TO GOVERNMENT-MANDATED NATURAL GAS BANS

Dated: November 19, 2025

WHEREAS, affordable and reliable energy is essential to the health, safety, and economic prosperity of families, businesses, and communities throughout New York State; and

WHEREAS, natural gas remains a dependable, cost-effective, and clean-burning energy source used by millions of New Yorkers to heat their homes, cook their food, and power their businesses; and

WHEREAS, in 2019, New York State enacted the Climate Leadership and Community Protection Act (CLCPA), mandating aggressive emissions reductions and laying the foundation for sweeping energy restrictions, including efforts to phase out natural gas; and

WHEREAS, building on the CLCPA, Governor Kathy Hochul and the New York State Legislature enacted provisions in the 2023 state budget banning natural gas and other fossil fuel hookups in most new residential and commercial buildings-effective 2026 for smaller buildings and 2029 for larger buildings- thereby eliminating consumer choice and limiting access to affordable energy; and

WHEREAS, these mandates have raised widespread concerns about increased costs, strained grid reliability, and reduced energy diversity, particularly in rural communities like Marcellus; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Marcellus, Onondaga County, New York, hereby stands firmly opposed to New York State's natural gas bans, CLCPA-driven restrictions, and other mandates that eliminate consumer energy choice; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Governor Kathy Hochul, NY State Senator Rachel May, NY State Assemblyman John Lemondes and leadership of the New York State Legislature.

We, the undersigned members of the Town Board of the Town of Marcellus, Onondaga County, New York, do hereby affirm and adopt the foregoing resolution on this 19th day November 2025.

WHEREUPON, the foregoing resolution was put to a vote as follows:

Laurie Stevens	Town Supervisor	Voted	Yes
Terry Hoey	Councilor	Voted	Yes
Percy Clarke	Councilor	Voted	Yes

The foregoing resolution was thereupon declared duly adopted.

DATED: November 19, 2025

New Business:

Advance Mechanical Services Contract: A contract was presented by Advance Mechanical Services for 2026 labor and material to perform preventative maintenance services two times per year at the cost of \$1,740.18.

Councilor Hoey made a motion seconded by Councilor Clarke to approve the 2026 contract with Advance Mechanical Services.

Ayes –Clarke, Hoey and Stevens

Carried

Village Tree Lighting Ceremony: The Village of Marcellus requested the Village, and the Town of Marcellus agree to share the cost of the horse drawn wagon rides provided by Route 80 Stables on Friday, December 5, 2025, from 6:00pm-8:00pm during the annual tree lighting ceremony. The cost for 2 hours is \$700.00 and will be split evenly between the Town and Village.

Councilor Clarke made a motion seconded by Councilor Hoey to approve the Village's request and split the cost of the wagon rides during the tree lighting ceremony. The Town will pay \$350.00.

Ayes –Clarke, Hoey and Stevens

Carried

Recreation Department Summer Program Community Band: Community band is a free summer recreation program that runs for four Wednesday in July. It's open to the community and supports the school's music program. Josh Nightingale spends approximately 40 hours planning, organizing and executing this program. The current stipend for this program is \$1,000. Mr. Nightingale is requesting an increase in the stipend to \$1,250-\$1500 to be more in line with other musical teaching and similar work. Councilor Hoey made a motion seconded by Councilor Clarke to approve the increase of the community band stipend to \$1,250.

Ayes –Clarke, Hoey and Stevens

Carried

Organizational Meeting Date: The organizational meeting will be held on the first day of business in the new year.

Councilor Hoey made a motion seconded by Councilor Clarke to set the organizational meeting for January 2, 2026, at 4:00pm. The meeting will be held at Town Hall.

Ayes –Clarke, Hoey and Stevens

Carried

Discussion Agenda:

Fire Department: No one from the Fire Department was present at the meeting due to a call.

Fire Department Financials: The Marcellus Fire Department turned in their financial statements through October 31, 2025. A copy is available at the Town Clerk's Office upon request.

Adjournment: Councilor Clarke made a motion seconded by Councilor Hoey to adjourn the Workshop Meeting at 6:45 pm.

Ayes –Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi
Town Clerk

**AGREEMENT FOR
AMBULANCE SERVICE (2026)**

THIS AGREEMENT made the 1st day of January, 2026 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, 2025, 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 situate 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, 2026 and expires on December 31, 2026.
- b. The Town shall pay to MAVES, for the calendar year 2026, 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 by 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: _____
Jane C. Attley, Supervisor

MARCELLUS AMBULANCE VOLUNTEER EMERGENCY SERVICES, INC.

By: _____
Stephen Knapp, President

Schedule A
Agreement for Ambulance Service
2026

Contract Amount: \$306,900.00

Method of Payment: Payments are to be made in four (4) equal quarterly installments of \$76,725.00.

Schedule B

Agreement for Ambulance Service

2026

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

**TOWN OF MARCELLUS AND MARCELLUS FIRE DEPARTMENT
AGREEMENT FOR FIRE SERVICE (2026)**

THIS AGREEMENT, made the 1st day of January, 2026, 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, 2026 and shall continue until December 31, 2026 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. GROUND FOR TERMINATION

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

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

10. EQUIPMENT

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

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

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

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

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

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

11. RESTRICTION ON CAPITAL PURCHASES

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

12. QUARTERLY REPORTS

Department shall provide quarterly reports to town no later than 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: _____
Jane C. Attley, Supervisor

By: _____
, President

SCHEDULE A

Contractual Payment:	\$244,934.00
-plus-	
Truck & Equipment Reserve:	\$ 85,000.00
-plus-	
Building Maintenance Fund:	<u>\$ 30,000.00</u>
TOTAL:	\$359,934.00

SCHEDULE B

On or before January 15, 2026
On or before April 15, 2026
On or before June 15, 2026
On or before September 15, 2026

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

Rosemary Tozzi

From: Kelly Salvatore <ksalvatore@cusetech.com>
Sent: Wednesday, October 8, 2025 1:20 PM
To: Rosemary Tozzi
Subject: Endpoint protection

Hi Rosemary,

Since we recently upgraded to the new Windows 11 systems, now's a good time to ensure each device is fully protected. We noticed the previous Kaspersky license had expired, so there's currently no active antivirus coverage in place.

As part of our managed services, we recommend implementing our centrally managed endpoint protection across all systems. This provides continuous monitoring, real-time threat prevention, and allows us to respond quickly if any issues arise.

The cost is \$3 per user per month, and we can handle setup remotely to make the process seamless. Please let me know if you'd like us to move forward with this.

Thanks!

Kelly Salvatore
Technical Services Manager
Syracuse Technologies
(315) 409-1974



Syracuse Technologies
5 Lumber Way
Liverpool, NY 13090
www.cusotech.com
315-679-5360



Town of Marcellus
Rosemary Tozzi
22 East Main Street
Marcellus, NY, United States 13108

Estimate Name: Endpoint Protection for All
Clients/Servers

Estimate Number: 4786

Estimate Date: 11-19-25

Description	Unit Cost	Quantity	Line Total
Webroot Business Endpoint Protection:	\$2.70	20.0	\$54.00
-Monthly subscription with cyber security updates			
-To be applied to all Town-owned servers and endpoints			

*Courtesy cyber security 10% discount, approved/applied per
KJS, 19NOV2025
Originally \$3.00, less discount of 10%

THIS IS AN ESTIMATE

Disclaimer

Please read! By approving this estimate, customer agrees to the below policy.

Labor: Any labor charges included above are estimates. Additional labor or equipment needed to complete this work or requested by the client will be billed on a time and materials basis. In the case that there is an significant (25% or more) unforeseen deviation beyond the above estimated amount, every effort will be made to contact the customer and inform the customer of the situation and receive authorization to continue or stop at that estimate limit. In the case that you cannot be reached, work will be stopped until contact is established. Once you are reached, your decision to continue or stop will be honored by Syracuse Technologies.

Cancellation Policy: Customer may be subject to a minimum service fee according to our latest rate chart if cancellation is not made prior to 24 hours before a scheduled appointment or event.

Liability: In the case of accidental damage to your equipment or systems, including data loss caused by already existing problems in your system such as a virus, poorly configured software, hardware problems or hardware failures; You agree to not hold Syracuse Technologies responsible to any of these pre-existing problems.

Payment terms: Hardware, Software and Subscription items will be invoiced upon acceptance of this estimate. All labor items or equipment rentals will be invoiced upon job or event completion and will be due upon receipt.

Thank you for considering Syracuse Technologies. This estimate is valid for a period of 30 days.

Subtotal	\$54.00
Tax	\$0.00
Estimate Total	\$54.00

Signed: _____

Date: _____



Town of Marcellus Parks and Recreation Department

22 East Main Street, Marcellus, NY 13108

phone: 315.673.3269 ext. 2 fax: 315.673.9132

email: park_rec@marcellusny.com

TO: Supervisor Stevens, Councilor Clarke, Councilor Berwald, Councilor Hood and Councilor Hoey

FROM: Don MacLachlan - Marcellus Parks and Recreation Director

RE: 2026 Summer Concert Series at Marcellus Park

DATE: November 25, 2025

Please find proposed schedule for your review.

2026 Concerts in Marcellus Park

Date	Band	Amount
6/18/2026	Horn Dogs	\$ 600.00
6/25/2026	The Monterays	\$ 550.00
7/2/2026	Joe Whiting	\$ 750.00
7/9/2026	The Fab Cats	\$ 550.00
7/16/2026	Sydney Irving Band	\$ 600.00
7/23/2026	The Barndogs	\$ 1,000.00
7/30/2026	Faded Vinyl	\$ 700.00
8/6/2026	The Steve Cali Band	\$ 1,000.00
8/13/2026	****Raindate****	
		<hr/> \$ 5,750.00

Town of Marcellus Codes Department
Annual Report on Business Conducted
2024-2025

Essential Job Functions:

Issues Building permits and performs Inspections

6 Swimming Pool 7 Solar Panel 12 Shed / Accessory structure
5 Pole Barn 4 Renovation / Alteration 9 Heating Device 4 Garage
3 Generator 9 Fence 1 Dwelling-Two Family 3 Dwelling- One Family
2 Commercial 12 Deck Porch Ramp 1 Antenna / Tower 3 Addition
81 Building permits issued

Inspects existing buildings (BSI)

Jeremy Perry has obtained a (BSI) Building safety Inspector, and Code official status (10 hrs. weekly)

Investigates complaints and assists in prosecuting violations

6 complaints investigated plus 1 unsafe structure with Town attorney

Provides for removal of illegal or unsafe conditions

One single family demolition

Prescribes certificates of occupancy and completion

61 total C/O and C/C issued

Other

41 Burn Permits were issued

Storm Water Manager

Minimum Control Measures (MCM) met for MCM 1-6

Codes Training/ Certification

24 hours of in-service training obtained (NYS compliant for Jan 1, 2026)

Account#	Account Description	Fee Description	Qty	Local Share
A2544	Dog Licensing	Female, Spayed	18	171.00
		Female, Unspayed	4	68.00
		Male, Neutered	11	99.00
		Sub-Total:		\$338.00
A2545	Misc. Fees	Certified Copies - Marriage	2	20.00
	Passport	Passport	6	210.00
	Sub-Total:		\$230.00	
A2590	Conservation	Conservation	16	62.08
	Marr. Lic	Marriage Licensing Fees	1	17.50
	Sub-Total:		\$79.58	
B2110	Building	Building	4	217.00
		Sub-Total:		\$217.00
			Total Local Shares Remitted:	\$864.58.
Amount paid to:	NYS Ag. & Markets for spay/neuter program			42.00
Amount paid to:	NYS Environmental Conservation			1,064.92
Amount paid to:	State Health Dept. for Marriage Licenses			22.50
Total State, County & Local Revenues:		\$1,994.00	Total Non-Local Revenues:	\$1,129.42