

MARCELLUS TOWN BOARD AGENDA

Organizational Meeting

January 2, 2026 – Monday

4:00 PM

CALL TO ORDER

SALUTE TO FLAG

ORGANIZATIONAL MEETING

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

ADJOURN

Town Offices will be closed on Monday, January 19, 2026 –Martin Luther King Jr. Day

The email addresses of the Board Members are listed below:

<b>Jane Attley</b>	<b>Supervisor</b>	<a href="mailto:supervisor@marcellusny.com">supervisor@marcellusny.com</a>
<b>Jeff Berwald</b>	<b>Councilor</b>	<a href="mailto:jberwald@marcellusny.com">jberwald@marcellusny.com</a>
<b>Terry Hoey</b>	<b>Councilor</b>	<a href="mailto:thoey@marcellusny.com">thoey@marcellusny.com</a>
<b>Karen Pollard</b>	<b>Councilor</b>	<a href="mailto:kpollard@marcellusny.com">kpollard@marcellusny.com</a>

Residents of Marcellus may also participate in town government by serving on various boards and advisory committees. Examples include the Planning Board, Tax Assessment Review Board, Environmental Board, Recreation committee and the Park advisory committee. Inquiries concerning vacancies on any of these boards or committees should be made through the Town Clerk's office.

#### TOWN HALL HOURS

Town Clerk	Monday-Friday	8:30AM to 4:00PM
Court Office	Monday-Friday	8:30AM to 4:00PM
Assessor	Monday-Wednesday	8:30AM to 12:00PM
Code Enforcement	Monday-Friday	8:30AM to 4:00PM
Planning & Zoning	Monday-Friday	8:30AM to 4:00PM
Recreation Office	Mon, Wed & Friday Tuesday & Thursday	8:30am to 1:30pm 11:00am to 4:00pm
Tax Collector	Monday-Friday	8:30AM to 2:00PM
	*January	
	Tuesday & Thursday	8:30AM to 2:00PM
	*February & March	



## **Town of Marcellus 2026 Guide To Town Board Meetings**

## **WELCOME TO A MEETING OF THE MARCELLUS TOWN BOARD**

This information is to assist you in understanding how business is transacted by the Town of Marcellus. The Town Board sincerely appreciates your attendance and encourages your participation in Town of Marcellus government.

### **YOUR TOWN BOARD**

The Marcellus Town Board is composed of five board members, including the Town Supervisor, who are elected by the citizens of Marcellus in town-wide elections. The town board, as a group, is the executive head of the town, there being no true executive in town government. Thus, while the supervisor presides at town board meetings and may be assigned certain duties of administration and supervision, and additional duties and responsibilities of the supervisor are only those which result from that position's statutory role as town treasurer. Town Board meetings are regularly held on the first Wednesday of each month, starting promptly at 6:30 PM in the Town Hall offices.

### **THE TOWN BOARD AGENDA**

The Town Board follows a regular order of business during Town board meetings. This order of business is outlined in the board agenda which may be obtained prior to the beginning of each board meeting. Copies of the agenda are posted on the Town Clerk's bulletin board and on the Town Website by the Monday before the Wednesday Monthly meetings and by the Tuesday before the Wednesday Workshop meetings.

Town Board members review their agenda and correspondence packet, including staff reports and documents, prior to Town Board meetings.

This enables them to study information and ask pertinent questions before a Town Board sessions gets under way.

### **ACTIONS OF THE TOWN BOARD**

Official actions of the Town Board may take the form of law, ordinances, resolutions, motions or referrals. Three members of the board constitute a quorum and may conduct town business. All actions of the Town Board require a minimum of three affirmative votes to be effective.

An **ORDINANCE** is a town law that can be changed or replaced by adopting another ordinance, as directed by New York State law. A public hearing is required as a part of the process to pass an ordinance. It becomes effective after it meets certain publishing requirements.

A **RESOLUTION** expresses a policy of the Town Board. It may be adopted and become effective immediately. It can be changed only by a subsequent resolution.

**A PUBLIC HEARING** is designed to protect personal interests by providing citizens with an opportunity to speak on an issue before it is discussed and acted upon by the Town Board. Town law requires the Town Board to hold public hearings on a variety of subjects, including zoning, annual budgets and any matter requiring the adoption of a town ordinance.

### **CITIZEN PARTICIPATION**

Citizens are invited to address the Marcellus Town Board on any item, during the time set aside for public comment as long as participation is orderly & constructive. Speakers are requested to limit their remarks to five (5) minutes. The Board will also permit pertinent questions for the purpose of clarification & understanding prior to a vote by the Board. Citizens should raise their hands, wait for recognition by the Supervisor, then state their names & addresses. All questions & comments must be directed to the Supervisor who may answer, ask the Town Attorney to answer or ask if any Councilor wishes to answer. Comments should not be made to other citizens. No person has a right to demand an answer to a specific question from a member of the Board. (Assoc. of Towns of State of NY TOWN LAW MANUAL). If a person seeks a specific place on the agenda they may register with the Town Clerk in person and be specific regarding the topic that they wish to discuss.

Citizens are reminded that it is not necessary to wait for a Town Board meeting to ask that a matter of concern be handled by the Town. Many routine matters may be handled quickly and efficiently if contact is made with the town department directly concerned or by direct contact with any Town Board member.

The department and telephone numbers are listed below:  
**315-673-3269**

<b>Town Clerk</b>	<b>ext. 0</b>	<b>Assessor</b>	<b>ext. 5</b>
<b>Code Enforcement</b>	<b>ext. 4</b>	<b>Dog Control</b>	<b>673-2256</b>
<b>Highway</b>	<b>673-3127</b>	<b>Recreation</b>	<b>ext. 2</b>
<b>Supervisor</b>	<b>ext. 8</b>	<b>Town Court</b>	<b>ext. 3</b>
<b>Tax Collector</b>	<b>ext. 6</b>	<b>Clerk to Codes</b>	<b>ext. 7</b>
<b>Planning &amp; Zoning</b>	<b>ext. 7</b>	<b>Accountant</b>	<b>ext. 9</b>

## **2026 Town Board Meetings**

January	02	Organizational Meeting	
	07	Monthly Meeting	
	21	Workshop Meeting	
February	04	Monthly Meeting	
	18	Workshop	
March	04	Monthly Meeting	
	18	Workshop	
April	01	Monthly Meeting	
	15	Workshop	
May	06	Monthly Meeting	
	20	Workshop	
June	03	Monthly Meeting	
	17	Workshop	
July	01	Monthly Meeting	
	15	Workshop	
August	05	Monthly Meeting	
	19	Workshop	
September	02	Monthly Meeting	
	16	Workshop	
October	07	Monthly Meeting	
	21	Workshop	
November	04	Monthly Meeting	
	18	Workshop	
December	02	Monthly Meeting	
	16	Workshop	
	28	End of Year Meeting	

### **THE ORDER OF TOWN BUSINESS**

- ♦ Call to Order
- ♦ Pledges of Allegiance to The Flag
- ♦ Approval of previous meeting(s) minutes
- ♦ Audit a payment of bills
- ♦ Old Business
- ♦ New Business
- ♦ Discussions
- A. Updates by Supervisor
- B. Items from the Board
- C. Items from the Public
- ♦ Adjournment

Special Town Board Meetings will be called as needed, advertised and posted as required.

All Town Board & Workshop Meetings to be held at the Town Hall unless attendance numbers are expected to exceed the room's capacity limits, then the meetings shall be scheduled at the Fire Station.

Town Board Monthly Meetings 1st Wednesday at 6:30 PM

Town Board Workshops 3<sup>rd</sup> Wednesday at 6:30 PM

Planning & Zoning Board Meetings 1<sup>st</sup> Monday at 6:30 PM

Marcellus Town Board  
Organizational Meeting  
Tuesday, January 2, 2026  
4:00 PM

**A. Appoint Town Board Member-** Percy Clarke III- 1/1/26-12/31/26

**B. Meeting Rules & Procedures:** The Board presented with the Meeting Rules & Procedures pamphlet.

**C. Town Board Meeting Schedule:** The meeting schedule for 2026 will be the first and third Wednesdays of the month at 6:30 pm. The Year-End Meeting will be held on Monday, December 28, 2026.

**2025 Schedule:**

January      02 Organizational Meeting  
                  07 Monthly Meeting  
                  21 Workshop Meeting

February      04 Monthly Meeting  
                  18 Workshop

March      04 Monthly Meeting  
                  18 Workshop

April      01 Monthly Meeting  
                  15 Workshop

May      06 Monthly Meeting  
                  20 Workshop

June      03 Monthly Meeting  
                  17 Workshop

July      01 Monthly Meeting  
                  15 Workshop

August      05 Monthly Meeting  
                  19 Workshop

September      02 Monthly Meeting  
                  16 Workshop

October 07 Monthly Meeting  
21 Workshop

November 04 Monthly Meeting  
18 Workshop

December 02 Monthly Meeting  
16 Workshop  
28 End of Year Meeting

**D. 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

**E. 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.

**F. 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.

**G. 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

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

**I. Mileage Reimbursement:** As of January 1, 2026, standard mileage rate is .70 cents per mile.

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

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

**L. Highway Superintendent Buying:** The Highway Superintendent may use State and County vendors and Sourcewell in aggregate buying.

**M. Appointments:**

**1. Annual Appointments:**

Bookkeeper – Lori Petrocci – 1/1/26-12/31/26  
Clerk to Codes Department – Joanna Clarke – 1/1/26 – 12/31/26  
Clerk to Planning/Zoning – Joanna Clarke – 1/1/26-12/31/26  
Clerk to Town Justices – Mary Beth Lollis Barnell – 1/1/26-12/31/26  
Deputy Clerk to Town Justices – Anne Hatcher -1/1/26-12/31/26  
Recreation Director – Don MacLachlan – 1/1/26- 12/31/26  
Recreation Attendant – Michele Norstad – 1/1/26-12/31/26  
Historian – Peg Nolan – 1/1/26-12/31/26  
Dog Control Officer- James LaRose – 1/1/26-12/31/26  
Deputy to Codes – Jeremy Perry – 1/1/26-12/31/26  
Planning Board Member- Mark Taylor 1/1/2026-12/31/2032

**2. Advisory Appointments:**

Supervisor appointing \_\_\_\_\_ as Deputy Supervisor – 1/1/26-12/31/26  
Supervisor appointing Lori Petrocci as Budget Officer – 1/1/26- 12/31/26  
Town Clerk appointing Suzanne Tobin as Deputy Town Clerk – 1/1/26-12/31/26  
Town Clerk appointing Susan Dennis as a backup Deputy Town Clerk- 1/1/26-12/31/26  
Highway Superintendent appointing Jeremy Perry as Deputy Highway Superintendent – 1/1/26-12/31/26  
Tax Collector appointing Lori Petrocci as Deputy Tax Collector – 1/1/26-12/31/26  
Dog Control Officer appointing James LaRose IV as Deputy Dog Control Officer 1/1/26-12/31/26

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

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

MAVES-  
Fire Department-  
Codes-  
Recreation-

**N. Annual Salaries and Payment Schedule:**

**Salaries:**

Supervisor-\$12,000

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

Court Clerk - \$49,162

Deputy Court Clerk - \$18.00 per hour  
Councilors (4) - \$6,500 each  
Town Clerk - \$49,327  
Deputy Town Clerk - \$19.10 per hour  
Tax Collector - \$11,088  
Bookkeeper - \$58,607  
Budget Officer - \$3,800  
Assessor - \$36,000  
Clerk to Assessor - \$6,078  
Parks & Recreation Director - \$18,000  
Recreation Attendant - \$21.00 per hour  
Dog Control Officer - \$10,325  
Highway Superintendent - \$72,486  
Deputy Highway Superintendent - \$29.40 per hour  
Highway MEO - \$28.90 per hour  
Codes Officer - \$61,104  
Deputy Codes Officer - \$14,060  
Secretary to Planning & Zoning - \$32,760  
Secretary to Codes - \$14,040  
Seasonal Rec. PT Employees - \$16.00 per hour  
Seasonal Rec. Program Director - \$16.00 - \$24.00 per hour  
Seasonal Park Laborer - \$17.62 - \$19.10 per hour

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

Historian - \$350

Planning & Zoning Boards – Chairs (2)- \$3,800 each  
Members (5) -\$2,650 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 1/2 hours) times their hourly rate.

Full-time Employees will receive 8 hours straight pay for 13 designated holidays plus 1 1/2 times their hourly rate for actual hours worked on that holiday.

**O. Cell Phone Stipend:**

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

**P. 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

**Q. 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, 2026.

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

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

**OCMBOCES:** BOCES provides services and training for the Highway and Park Department. The services consist of health, safety, risk management and hazard communication. The 2026 contract price for services provided is \$2,200.

**Costello Cooney & Fearon, PLLC:** The firm will provide general legal services for the Town of Marcellus during the calendar year 2026 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 preparing any necessary documents. Hourly services also include attendance at Grievance Day(s) if required, and providing all general legal services associated with the Board of Assessors. We will also provide legal counsel regarding: Litigation, including tax matters; Enforcement matters; Special District and bonding work; Legal work related to all special districts such as Sewer, Water and Lighting Districts; Environmental matters and enforcement; Matters before the Zoning Board of Appeals or the Planning Board; and Major non-routine projects (i.e., comprehensive plan, collective bargaining, labor and related matters other than routine telephone calls).

Our hourly fees will be \$210.00/per hour for attorneys and \$125.00/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 Veterinary Hospital:** Fees for housing, vaccinating and caring for stray dogs. No increase in fees for 2026.

**Marcellus Library:** \$8,250.00 in 4 payments for 2026

**TDK:** 2026 general service agreement. Based on prior work, services were separated 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 \$510 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 \$3,000. **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 \$3,000.

## **CONTRACT**

**THIS AGREEMENT** made the 2nd day of January 2026, 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 2026; 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.

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Attest

Dated: \_\_\_\_\_

---

Supervisor, Town of Marcellus

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Attest

Dated: \_\_\_\_\_

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President, Marcellus Historical Society

## CONTRACT

THIS AGREEMENT made the 2nd day of January 2026, between the **TOWN OF MARCELLUS** by its Supervisor, Jane Attley, 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, 2026.

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.

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Supervisor, Town of Marcellus

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Attest

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Marcellus American Legion

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Attest

MARCELLUS HEALTH/LOAN CLOSET  
6 Slocombe Street.  
Marcellus, New York 13108

RECEIVED  
OCT 29 2025

Town of Marcellus

October 21, 2025

Board of Trustees  
Town of Marcellus  
22 E. Main Street  
Marcellus, New York 13108

Dear Members of the Board of Trustees:

The Marcellus Health/Loan Closet is once again submitting its request for support from the Town of Marcellus:

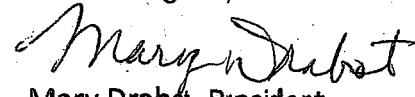
The Loan Closet has a long history and provides a unique service to the community.

With monetary and in-kind services, we are able to continue this program for residents of the Marcellus community.

At the present time, we are requesting a stipend of \$500.00 from the Town of Marcellus to help with expenses and maintain equipment.

On behalf of the Loan Closet committee, I want to thank members of the Board of Trustees of the Town of Marcellus for your consideration of our request again this year.

Kindest regards,

  
Mary Drabot, President  
Marcellus Health/Loan Closet  
Cell (215) 313-8162

## CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the TOWN OF MARCELLUS by its Supervisor, Jane Attley, 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 2026; 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.

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Supervisor, Town of Marcellus

---

Attest

---

Marcellus Health Council President

---

Attest



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, 2025

GMV8UN00205964 -

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

RECEIVED

DEC 24 2025

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 for 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 September 2024 and September 2025 resulted in an overall increase of 3.01268%. to your license fee.

The 2026 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 2026 license today online by credit card or e-check.



Scan the image for instant access to the My ASCAP License portal or log into your account at [www.ascap.com/mylicense](http://www.ascap.com/mylicense) using your User ID 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:

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 Statements".

**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 [glics@ascap.com](mailto:glics@ascap.com).

Sincerely,

*Account Services*

Account Services

Enclosures:

Rate Schedule  
Report Form  
Return Envelope

F0166\_0126  
IMLA



**LOCAL GOVERNMENT ENTITIES**  
**2026 Rate Schedule and Report Form**

Account No.: 500704066

Premise Name: Town Of Marcellus, NY; Marcellus, NY

Report Due: 12/30/2026

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$458.00
50,001	to	75,000	\$917.00
75,001	to	100,000	\$1,100.00
100,001	to	125,000	\$1,468.00
125,001	to	150,000	\$1,833.00
150,001	to	200,000	\$2,385.00
200,001	to	250,000	\$2,931.00
250,001	to	300,000	\$3,487.00
300,001	to	350,000	\$4,034.00
350,001	to	400,000	\$4,585.00
400,001	to	450,000	\$5,130.00
450,001	to	500,000	\$5,684.00
500,001	Plus***		\$6,966.00

\*\*\* \$6,966.00 plus \$500 for each 100,000 of population above 500,000  
 to a maximum fee of \$91,661.00

**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 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. If the CPI-U for October for either applicable year is not available, the increase, if any, will be based on the last month preceding October for which the CPI-U for each applicable year is available. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.



**LOCAL GOVERNMENT ENTITIES**  
**2026 Rate Schedule and Report Form**

Account No.: 500704066

Premise Name: Town Of Marcellus, NY; Marcellus, NY

Report Due: 12/30/2026

**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>

**LOCAL GOVERNMENT ENTITIES (continued):** (Please complete form in its entirety.)**SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**

Report Year: \_\_\_\_\_

Annual License Fee: \$500.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ \_\_\_\_\_

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.

Contact Person: \_\_\_\_\_

(Please print Contact's Name.)

(Please print Contact's Title.)

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

I certify that the above information is true and correct. Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ (Please print Name and Title of Signature name above.)

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

12/20/2010 F0166\_0126



Account No.: 500704066

Town Of Marcellus, NY  
 24 E Main St  
 Marcellus, NY 13108-1206

ASCAP  
 Account Services  
 P. O. Box 331608-7515,  
 Nashville, TN 37203-9998

IMLA

## **INTERMUNICIPAL AGREEMENT**

This agreement (the "Agreement") made this 1st day of January, 2026 by and between the Onondaga-Cortland-Madison Board of Cooperative Educational Services, ("Contractor") and the Town of Marcellus ("Client"). Contractor and Client shall be collectively referred to as "the Parties".

### **Recitals**

**WHEREAS**, the Contractor will provide the services herein listed, to the Client, pursuant to the Public Employee Safety and Health Act of 1980;

**WHEREAS**, the Client desires to engage the Contractor for the professional services outlined herein (the "Services");

**WHEREAS**, the Contractor has agreed to provide the Client with trained personnel to offer such Services;

**WHEREAS**, the Client and Contractor are municipalities and pursuant to the authority contained in Article 5-G of the General Municipal Law of the State of New York and in Title 1-A of the Local Finance Law and, pursuant to the authority granted generally to school districts and BOCES, wish to cooperate with one another for the provision of training services; and

**WHEREAS**, Client and Contractor deem the entry into this AGREEMENT essential for their mutual benefit.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, the mutual benefits expected to be derived from the performance thereof, and other good and valuable consideration, the Parties agree as follows:

**1. SERVICES**. Contractor shall provide to Client the Services. The Services shall consist of **Health, Safety, and Risk Management Services**:

- A. Review and Update Written Programs;
  1. Hazard Communication Program, 29 CFR 1910.1200 (e) (1);
  2. Lock-out/Tag-out Energy Control Program, 29 CFR 1910.147 (c) (1).
- B. Training for Town Highway, Parks & Recreation Employees:
  1. Personal Protective Equipment Training, 29 CFR 1910.132 (f) (1);
  2. Lock-out/Tag-out for Affected Employees Training, 29 CFR 1910.147 (c) (7) (i) – General Overview for Parks & Recreation Employees;
  3. Lock-out/Tag-out Training for Authorized Employees - Highway Employees;

**SERVICES** – *continued*

4. Hazard Communication- (Globally Harmonized System (GHS) compliant) /Right-to-Know Training, 29 CFR 1910.1200 (h) Labor Law § 878 (1), (2).

C. Recordkeeping:

1. Employee Chemical Product Usage - Labor Law § 879 and 12 NYCRR § 820.5 (a);
2. Training Records - Labor Law § 878 (1), (2)

**TERM AND TERMINATION.**) and 12 NYCRR § 820.4 (g).

2.

- a. The term of this Agreement shall commence on January 1, 2026 and continue through and until December 31, 2026. Either PARTY may terminate this Agreement at any time and for any reason by giving sixty (60) days prior written notice to the other party.
- b. In addition to termination without cause, the PARTY not otherwise in breach may terminate this Agreement immediately upon written notice in the event of any of the following:

- i. The other PARTY becomes disqualified to perform its obligations under this Agreement; or
- ii. The other PARTY breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from the non-breaching PARTY.

3. **PRICING AND PAYMENT.** The provisions of this section shall govern the pricing and rates to be paid under this Agreement and the payment terms. Pricing is as follows:

\$2,200 for services rendered as outlined above.

4. **INVOICING.** The Contractor will submit invoices for fees to the Client during the Term. Client shall pay invoices forty-five (45) days after Client's receipt of Contractor's invoice.

5. **INDEMNIFICATION.**

- a. The Client, in consideration of the agreements contained herein, accepts full and complete responsibility and liability for the training content. Client shall indemnify, defend and hold harmless Contractor, its employees, Board Members and agents, from and against all loss, damage, fines, expense, actions (including reasonable attorneys' fees) and claims arising out of its acts or omissions under the Agreement and its use of the Services and the training services. This indemnity shall not apply to losses adjudicated to be caused solely or in part by the negligence of Contractor or its employees, representatives or agents but shall be assessed as to comparative negligence and cost shared accordingly.

**5. INDEMNIFICATION. - *continued***

b. Subject to the availability of lawful appropriations and to the extent permitted by applicable law, Contractor shall indemnify, defend and hold harmless Client its employees, and agents, from and against all loss, damage, fines, expense, actions and claims proximately caused by and arising out of or in connection with Contractor's acts or omissions under the Agreement. This indemnity shall not apply for losses caused solely or in part by the negligence of Client, but shall be assessed as to comparative negligence and cost shared accordingly.

**6. ASSIGNMENT.** Neither PARTY may assign or transfer this Agreement, in whole or in part. Any attempt to assign or transfer any of the rights, duties or obligations hereunder is null and void.

**7. DISCLAIMER OF ALL REPRESENTATIONS AND WARRANTIES.** THE TRAINING AND SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE TRAINING AND SERVICES OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES HERETO PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CLIENT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

**8. LIMITATIONS LIABILITY.** CONTRACTOR SHALL NOT BE LIABLE TO CLIENT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ("INDIRECT DAMAGES") OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF CONTENT ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES

**9. MERGER.** This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the PARTIES and supersedes all other agreements between the PARTIES.

**10. AMENDMENT.** This Agreement may not be amended or modified except by written agreement signed by a duly authorized representative of both PARTIES.

**11. SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the PARTIES agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

**DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of New York and in the event of any disagreement or dispute, the laws of this state shall apply. The PARTIES hereby submit to the personal jurisdiction of all state and federal courts in the County of Onondaga, state of New York and submit to the exclusive jurisdiction of such courts for purposes of resolving any dispute arising under this Agreement.

**12. ENTIRE AGREEMENT.** This Agreement states the entire agreement between the PARTIES with respect to the subject matter hereof and superseded all prior written and oral negotiations, agreements and understandings with respect thereto. Each PARTY to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any PARTY which are not embodied herein, and any such agreements, statement or promise not contained in this Agreement shall not be binding. As of the date of this Agreement, all previous agreements concerning the same subject matter between the PARTIES shall be canceled.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

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15-6001033

Client (Tax ID #)

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Director of Human Resources/School Attorney

---

District Superintendent

---

22 East Main Street  
Marcellus, NY 13108

Address

---

Assistant Superintendent for Administration

---

Laurie Stevens Supervisor, Town of  
Marcellus

January 1, 2026

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 2026**

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 2026.

The firm will provide general legal services for the Town of Marcellus during the calendar year 2026 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 \$210.00/per hour for attorneys and \$ 125.00/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.

Laurie Stevens, Town Supervisor

January 1, 2026

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, 2026.

Date:

Date:

---

Laurie Stevens, Town Supervisor  
Town of Marcellus

---

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

JJG/ss



### 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



December 12, 2025

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

RE: Town of Marcellus – 2026 Municipal Engineering Service Agreement  
TDK Project No. 2026002

Dear Supervisor Stevens:

We are pleased to provide you with our 2026 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 \$510 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 \$3,000.

**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 \$3,000.

**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. 2026002  
December 12, 2025

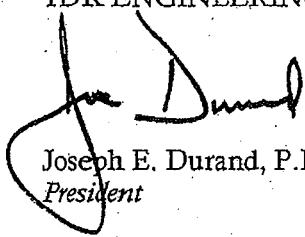
- General Engineering Services
  - Joe Durand (*Roads, Utilities, Stormwater Management and Environmental including funding assistance*)
  - Tom Trytek (*Structural, Geotechnical*)
  - Shane O'Connor (*Roads, Sewers, and Stormwater Management*)
  - John Herrmann (*Environmental*)
- Town-Specific Community 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, 2026*

### 1. LABOR BILLING RATES

Principal (President/Vice President) .....	\$255.00 per hour
Senior Project Engineer .....	\$245.00 per hour
Project Engineer .....	\$230.00 per hour
Engineer - Grade I .....	\$205.00 per hour
Engineer - Grade II .....	\$185.00 per hour
Engineer - Grade III .....	\$170.00 per hour
Engineer - Grade IV .....	\$125.00 per hour
Technician - Grade I .....	\$100.00 per hour
CADD Designer - Grade I .....	\$115.00 per hour
Administrative Assistant .....	\$80.00 per hour
Administrative Assistant Support Staff .....	\$65.00 per hour
Expert Witness .....	\$415.00 per hour

### 2. PRIORITY SERVICE BILLING RATES

Same Day Service(s) <u>Within</u> Normal Business Hours .....	Applicable Labor Rate x 1.25
Same Day Service <u>Outside</u> Normal Business Hours (weekday) .....	Applicable Labor Rate x 1.50
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.

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.

## **TDK STANDARD TERMS & CONDITIONS**

*Effective January 1, 2026*

### **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 cents per mile (or the applicable 2026 IRS Standard Mileage rate) will be charged portal-to-portal. If an overnight stay is required, the hotel will be billed at our cost-plus expenses (as approved by the client).

### **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.

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

## **TDK STANDARD TERMS & CONDITIONS**

*Effective January 1, 2026*

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 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.

## **TDK STANDARD TERMS & CONDITIONS**

*Effective January 1, 2026*

### **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. JOB SITE 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.

### **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.

**TDK STANDARD TERMS & CONDITIONS**

*Effective January 1, 2026*

**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.