

Town of Marcellus  
Board Meeting  
Wednesday, January 7, 2026  
6:30 PM

Call to Order

Salute to Flag

**Public Hearing: Fire Service and Ambulance Service 2026 Contracts**

- I. Waive the Reading and Accept the Minutes
- II. Approve Monthly Financials

**III. Old Business**

- A. MAVES 2026 Contract
- B. Fire Department 2026 Contract
- C. Appointment of Town Board Councilor
- D. Costello Cooney & Fearn 2026 Contract

**IV. New Business**

- A. 2025 Court Audit
- B. Official Undertaking of Municipal Officers
- C. Comprehensive Plan Zoning Changes

**V. Reports From Department Heads**

- A. Codes
- B. Highway
- C. Parks/Rec
- D. Town Clerk - Monthly Report

**VI. Discussion Agenda**

- A. Fire Department
- B. Fire Department Roof

**VII. Adjournment**

**Future Meeting Dates**

Workshop Meeting- Wednesday, January 21, 2026- 6:30 pm- Town Hall

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

**THIS AGREEMENT**, made the 1<sup>st</sup> 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 30<sup>th</sup>, and the second cleaning must occur prior to October 30<sup>th</sup>.

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. GROUNDS FOR TERMINATION**

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

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

## **10. EQUIPMENT**

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

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

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

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

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

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

#### **11. RESTRICTION ON CAPITAL PURCHASES**

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

#### **12. QUARTERLY REPORTS**

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

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

#### **13. NOTICES**

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

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

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

#### **14. SAVINGS CLAUSE**

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

**15. WAIVER**

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

**16. HEADINGS**

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

**17. FURTHER ASSURANCES**

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

**18. BINDING EFFECT**

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

**19. COUNTERPARTS**

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

**20. GOVERNING LAW**

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

**21. NO ASSIGNMENT**

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

**22. ENTIRE AGREEMENT**

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

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

**Town of Marcellus**

By: \_\_\_\_\_

**Jane C. Attley, Supervisor**

**Marcellus Fire Department, Inc.**

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>
<b>TOTAL:</b>	<b>\$359,934.00</b>

## **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

**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 30<sup>th</sup> 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. INDEFENDENT CONTRACTOR**

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

**8. REVIEW OF FINANCES AND PERFORMANCE**

- a. MAVES shall provide Town a report on or within five days of January 15, April 15, July 15 and October 15, indicating all of the line item expenses and income of MAVES. The purpose of such review is not for the Town to supervise or control MAVES, but instead to predict the expenses and income for the future years and to plan accordingly. MAVES covenants that it maintains the record of the finances in a form sufficient to be audited and/or reviewed and that upon a request from the Town, an audit or review will be permitted upon reasonable notice, so long as the Town bears the expenses. MAVES covenants that it has put in place reasonable steps to monitor the funds and prevent theft, or improper accounting practices.
- b. On or within five days of January 15, April 15, July 15, and October 15, MAVES shall provide to the Town a report indicating the following:
  - i. The number of calls to which MAVES was dispatched
  - ii. The number of calls to which MAVES responded
  - iii. The number of calls to which MAVES was unable to respond
  - iv. The town, village or other area in which each patient was located, if possible, the number of BLS calls and ALS calls
  - v. If possible, the number of patients that refused transport
  - vi. If possible, the collection rate of all patients served in each respective town or village
- c. MAVES shall make a good faith attempt to present a preliminary budget to the Town no later than September 1.

**9. NO ASSIGNMENT**

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

**10. COMPLIANCE WITH LAWS**

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

**11. APPLICABLE LAW**

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

**12. MODIFICATION**

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

**13. NOTICES**

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

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

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

**14. WAIVER**

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

**15. COMPLIANCE WITH LAWS; SEPERABILITY OF TERMS**

Should any clause be deemed to be illegal or unenforceable by action of law or regulation, this Agreement shall be amended by the parties within sixty (60) days of the effective date of such law or regulation. Should a sufficient amendment not be obtainable in order to adhere to the spirit of this Agreement, such clause shall, be stricken without affecting 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	\$2200
ALS 2	\$2450
ALS Refusal	\$300

SCT	\$4800
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BLS	\$1700
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Emerg Srv	
At Scene	\$200
Mileage	\$45

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

A Regular Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, December 3, 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; Mike Ossit, Highway Superintendent; Don MacLachlan, Recreation Director; Linda and Gary Wilcox, Scott Stearns, Dave Card, Fire Department; Jim Rossiter, Chris Christensen, Art Hudson, Patricia Bishop, Karen Pollard, Jane Attley, Tim Attley, Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

**Waive the Reading and Accept the Minutes:** Councilor Berwald made a motion seconded by Councilor Hoey to waive the reading and accept the minutes as presented by the Town Clerk. The minutes were from November 5, 2025, Town Board Meeting and November 19, 2025, Workshop Meeting.

**Monthly Activity:** The abstract of Audited Vouchers for December 3, 2025, given to the Board Members as submitted by the Town Clerk. Abstract #12 as of December 1, 2025. Claim #s 158925-158949.

	<u>Expenses</u>
General Fund	\$5,434.48
Part Town General	652.11
Townwide Highway	25.00
Part Town Highway	3,389.13
<b>Total</b>	<b>\$9,500.72</b>

Board Members were given the Activities Report as of December 1, 2025. Fiscal year 2025 Period 11.

	<u>Revenue</u>	<u>Expense</u>
General Fund	(1,676,095.44)	1,302,903.76
Part Town General	( 221,452.09)	185,392.02
Townwide Highway	( 657,970.98)	526,457.22
Part Town Highway	( 376,472.71)	365,196.04
Fire District	( 438,997.28)	398,483.00
Hydrant Fund	( 3,316.62)	3,477.00
Ambulance Fund	( 311,776.00)	311,756.00
Sewer District	( 155,350.99)	156,032.00

Water District ( 189,129.55) 189,338.00

### **Bank Balances:**

The total of all Bank Balances for October 2025 is \$4,258,645.03.

Councilor Clarke made a motion seconded by Councilor Hoey to approve the Abstract of Audited Voucher Reports for December 3, 2025, and the Activities Report as of December 1, 2025, and the Bank Balances of October 2025.

Ayes – Berwald, Clarke, Hoey and Stevens

### Carried

## New Business:

**MAVES and Fire Department 2026 Contracts:** Public Hearings have been scheduled at Marcellus Town Hall, located at 22 East Main Street, Marcellus, New York 13108 on Wednesday, January 7, 2026, at 6:30 p.m. The purpose of the Public Hearings is to review and potentially approve, the proposed 2026 Contracts for Fire Service and Ambulance Service between the Town of Marcellus and the Marcellus Volunteer Fire Department and Marcellus Volunteer Emergency Services, Inc. ("MAVES") for the Calendar Year 2026. The Fire Service Contract is for \$359,934.00, and the MAVES Contract is for \$306,900.00.

Councilor Hoey made a motion seconded by Councilor Berwald to set the public hearings for the 2026 fire service and ambulance service contracts on January 7, 2026, at 6:30pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

**Syracuse Technologies- Endpoint Protection:** Syracuse recommends implementing their centrally managed endpoint protection across all systems. This will provide continuous monitoring, real-time threat prevention, and allow them to respond quickly if any issues arise. The cost is \$2.70 per user per month. The Town has 20 units including servers and endpoints. The total monthly fee would be \$54.00. Councilor Berwald made a motion seconded by Councilor Hoey to approve endpoint protection through Syracuse Technologies at the cost of \$54.00 per month.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

**2026 Concerts in the Park:** The proposed schedule was submitted to the Town Board for approval. The Recreation Department is working to schedule a few movie nights as well.

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*****	\$ 5,750.00

Councilor Clarke made a motion seconded by Councilor Berwald to approve the 2026 concert in the park schedule presented by the Recreation Department.

Ayes – Berwald, Clarke, Hoey and Stevens

### Carried

**Funds Transfer:** After meeting with the department heads regarding the transfer of money from their fund balances to their reserves, the following recommendations were made:

**General Fund: \$1,672,703 (Balance)**

**Building Reserve** – Would like to add an additional \$500,000 for a total of \$855,139. This is to cover any unexpected repairs or replacements to the buildings.

**Park Capital Reserve** – Would like to add an additional \$150,000 for a total of \$202,747. This would be used for a bridge replacement, the painting of pavilions, a small substation in bathroom #1 and a furnace replacement.

**Tax Stabilization Reserve** – Would like to add an additional \$40,000 for a total of \$95,050. This is to cover the additional cost of Health/Dental premiums. (\$23,000 has been used in 2025 that is not included in the above-mentioned total)

**Cemetery Reserve** – Would like to add an additional \$5,000 for a total of \$7,321. This is to cover cemetery cleaning that the park employees will do. (\$2,221 has been used in 2025 that is not included in the above-mentioned total)

**Unemployment Reserve** – Would like to add an additional \$2,500 for a total of \$3,664. (\$1,099 has been used in 2025 that is not included in the above-mentioned total)

**Part Town General: \$168,411 (Balance)**

**Tax Stabilization Reserve** – Would like to add an additional \$3,000 for a total of \$9,613. This is to cover the additional cost of Health/Dental premiums.

**Unemployment Reserve** – \$1,000 is currently in the account. Would like to leave as is.

**Highway Townwide - \$485,071 (Balance)**

**Highway Equipment Reserve** – Would like to add an additional \$150,000 for a total of \$512,287. (\$60,000 has been added from the 2025 budget). This is to help defray the costs of new vehicles when needed.

**Tax Stabilization Reserve** – Would like to add an additional \$3,000 for a total of \$6,914.

**Unemployment Reserve** - \$,2277 currently in the account. Would like to leave as is.

**Part-Town Highway - \$336,772 (Balance)**

**Capital Improvement Reserve** – Would like to add an additional \$77,000 for a total of \$99,762. This is to cover any improvements to the Highway Garage.

**Tax Stabilization Reserve** – Would like to add an additional \$3,000 for a total of \$6,784. This is to cover the additional cost of Health/Dental premiums.

**Unemployment Reserve** - \$2,268 currently in the account. Would like to leave as is.

Councilor Hoey made a motion seconded by Councilor Berwald to approve the fund transfers.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

**Department Reports:**

**Codes:** John Houser presented the 2025 annual report with the following information: 81 building permits, 6 complaints investigated plus one unsafe structure, one single family demolition, 61 total C/O and C/C issued, 41 burn permits, storm water management, training and 24 hours of in-service training obtained. Jeremy Perry has obtained a building safety inspector and Code Official status.

**Highway:** The Highway Department has received two new bobcats and has been busy with maintaining clear and safe roads for residents during inclement weather.

**Parks/Rec:** The Recreation will be adding a pickleball class during summer recreation. The Park staff has been working on getting the ice-skating rink up and running at Marcellus Park.

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

Dog Licensing \$338.00

Certified Copies-Marriage \$20.00

Passport \$210.00

Conservation \$62.08

Marriage Licensing Fee \$17.50

Building \$217.00

**Discussion Agenda**

**Fire Department:** The Fire Department presented the Town Board with financials and the LOSAP information needed for their service award program. The financials will be included in the Workshop meeting. Dave Card thanked the current Town Board for all their hard work and their dedication to having a good working relationship with the Fire Department.

Supervisor Stevens requested a meeting with counsel after the adjournment of the Town Board meeting.

**Adjournment:** Councilor Clarke made a motion seconded by Councilor Berwald to adjourn the meeting at 6:40 pm.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi

Town Clerk

Marcellus Town Board  
Workshop Meeting  
Wednesday, December 17, 2025  
6:30 PM

A Workshop Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Wednesday, December 17, 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

Also Present: Mike Ossit, Highway Superintendent; Jim Gascon, Town Attorney; Don MacLachlan, Park and Recreation Director; Gary and Linda Wilcox, Bill Southern, Tom Lathrop, Tim and Jane Attley, Priscilla Carmody, Karen Pollard, Lisa Slater, Jim Rossiter, Vicki Servello, Ray and Toni Heer, Art and Nancy Hudson, Pat Koloski, Brandy Witthoft, Steven and Robyn Bolewski, Dave Card, Fire Department; Suzanne Tobin, Deputy Town Clerk; Rosemary Tozzi, Town Clerk.

**Proclamation Honoring the Life and Service of Gabriel J. Hood:** Supervisor Stevens read a proclamation dedicated to Gabe Hood, who unfortunately recently lost his battle with cancer.

*Town of Marcellus  
County of Onondaga, New York  
Proclamation Honoring the Life and Service of Gabriel J. Hood*

*WHEREAS, the Town of Marcellus mourns the passing of our esteemed Town Board Member, Gabriel J. Hood, who faithfully served our community with dedication, integrity, and compassion; and*

*WHEREAS, during his tenure on the Town Board, Gabriel J. Hood worked tirelessly to improve the quality of life for all residents, championing initiatives that strengthened our town's infrastructure, preserved our natural beauty, and fostered a spirit of unity; and*

*WHEREAS, Gabriel J. Hood was known not only for his leadership and vision, but also for his kindness, humility, and unwavering commitment to the people of The Town of Marcellus; and*

*WHEREAS Gabriel J. Hood's legacy will endure in the projects he helped bring to life, the policies he shaped, and the countless lives he touched; and*

*WHEREAS, the Town Board, staff, and residents join together in expressing our deepest sympathy to his family, friends, and all who were privileged to know him;*

*NOW, THEREFORE, BE IT RESOLVED, that the Town of Marcellus hereby honors and remembers Gabriel J. Hood for his exemplary service, leadership, and devotion to our community, and directs that this proclamation be entered into the official record as a lasting tribute to his life and contributions.*

*Adopted December 17, 2025*

*Laurie A Stevens*

*Supervisor*

*Town of Marcellus*

**Abstract of Audited Vouchers:** The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #12 for December 15, 2025. Claim #'s 158994-158998.

	Expense
General Fund	\$2,225.00
Total	\$2,225.00

**Abstract of Audited Vouchers:** The Abstract of Audited Vouchers was given to the Board Members as submitted by the Town Clerk. Abstract #12 for December 17, 2025. Claim #'s 158959-158993.

	Expense
General Fund	\$43,907.06
Townwide Highway	34,223.98
Fire District	16,100.00
Total	\$94,231.04

Councilor Hoey made a motion seconded by Councilor Berwald to approve the Abstract of Audited Vouchers and pay the bills for December 15, 2025, and December 17, 2025.

Ayes—Berwald, Clarke, Hoey and Stevens

Carried

**Old Business:**

**MAVES and Fire Department 2026 Contracts:** These have been tabled until January 7, 2026, Town Board meeting. A public hearing is scheduled for 6:30 PM.

**New Business:**

**Town Councilor Resignation:** Councilor Clarke resigned from his position of Town Councilor at the Town of Marcellus effective December 17, 2025. A formal letter of resignation was accepted by the Town Clerk.

Councilor Berwald made a motion seconded by Councilor Hoey to accept the resignation of Councilor Clarke from Town Councilor of the Town of Marcellus.

Ayes –Berwald, Hoey and Stevens

Carried

**Town Councilor Appointment for Unexpired Term of Gabriel Hood:** Percy Clarke III was appointed to the unexpired term of Gabriel Hood for a term of December 17, 2025, through December 31, 2025.

Councilor Hoey made a motion seconded by Councilor Berwald to approve the appointment of Percy Clarke III for a term of December 17, 2025, through December 31, 2025.

Ayes –Berwald, Hoey and Stevens

Carried

The Town Clerk administered the oath of office to Councilor Percy Clarke III, and he signed the oath book.

Councilor Hoey addressed the room giving the reasons why the Town Board decided to appoint Percy Clarke to the unexpired term of Gabriel Hood.

"For the public, two weeks ago, our friend, our colleague Gabe Hood, died. That left a vacancy on the Board: We were at the December 3, 2025 meeting two weeks ago and he passed at this time, and we didn't know until we got home and received the news. It is our hope and our intention that Percy Clarke will be appointed to Gabe's term for multiple reasons. One, Percy is great at this job; he is well respected and has been an outstanding member of the Town Board. Two, in terms of the last election, Percy was next in line in the number of votes he received, close to 50 votes. Third, and most important to me, there isn't anyone else Gabe would have wanted to fill his term and his seat, and the people that voted for Gabe would want Percy Clarke to fill his vacancy. This is being stated so that everyone knows what is going on. This is not a secret. It is our hope that the new board will support this goal and approve the appointment of Percy for Gabe's vacancy."

**Letter of Support for Heer Farms - NYS Farmland Protection Implementation Grant:** Raymond and Toni Heer are requesting the support of the Town Board for the grant application through NYS Farmland Protection Implementation. As owners of a third-generation farm, the Heer's are advocating to sustain the land his grandfather and father farmed as agricultural only for future generations. It is their priority to sustain the valuable asset of farmland that will continue to have a positive impact on the community. Councilor Clarke made a motion seconded by Councilor Berwald to approve Supervisor Stevens to sign a letter of support for the Heer Farm grant application.

Ayes –Berwald, Clarke, Hoey and Stevens

Carried

**Appointments to the Board of Assessment Review:** Jeff Lowe the Town Assessor recommends appointing Matt Leveroni to a term expiring September 30, 2029, and Jason Hubbard to a term expiring September 30, 2030, to fill vacancies on the Board of Assessment Review.

Councilor Berwald made a motion seconded by Councilor Clarke to approve the appointments of Matt Leveroni and Jason Hubbard to the Board of Assessments Review.

Ayes –Berwald, Clarke, Hoey and Stevens

Carried

**Discussion Agenda:**

**Fire Department:** Dave Card asked for a copy of the 2026 Fire Department contract for review.

**Fire Department Financials:** The Marcellus Fire Department turned in their financial statements through November 30, 2025. A copy is available at the Town Clerk's Office upon request.

**Highway Department:** Mike Ossit addressed the Town Board to inform them that the pump station at Platt Road is currently uninsured. He contacted Reagan Insurance and they will prorate and begin coverage on December 18, 2025.

Councilor Hoey met with the Village Mayor Chad Clark and the Cub Scouts at Town Hall. They discussed government with the Scouts and the difference between the Village and the Town. Councilor Hoey said it was a nice meeting.

**Adjournment:** Councilor Hoey made a motion seconded by Councilor Berwald to adjourn the Workshop Meeting at 6:50 PM.

Ayes – Berwald, Clarke, Hoey and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi  
Town Clerk

Marcellus Town Board  
End of Year Meeting  
Monday, December 29, 2025  
6:30 PM

An End of Year Meeting of the Town of Marcellus, County of Onondaga, State of New York was held on Monday, December 29, 2025, in the Town Hall, 22 East Main Street, Marcellus, New York.

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

Also Present: Mike Ossit, Highway Superintendent; Gary and Linda Wilcox, Tim and Jane Attley, Robyn Bolewski, Patricia Bishop, 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 #12 for December 29, 2025. Claim #'s 159008-159020, 159025, 159030-159039, 159050159058.

	Expense
General Fund	\$15,133.67
Part Town General	501.67
Townwide Highway	3,344.32
Part Town Highway	588.17
<b>Total</b>	<b>\$19,567.83</b>

Councilor Clarke made a motion seconded by Councilor Berwald to approve the Abstract of Audited Vouchers and pay the bills for December 29, 2025.

## Old Business:

**MAVES and Fire Department 2026 Contracts:** These have been tabled until January 7, 2026, Town Board meeting. A public hearing is scheduled for 6:30 PM.

### New Business: No new business.

## Discussion Agenda:

**Highway Department:** Mike Ossit, Highway Superintendent stated the Highway Department currently has enough road salt but plans to order more in the new year. Dave Card called Mike regarding a leak in the Fire Department roof. Dave and Mike will work on getting quotes.

**Attendees and Town of Marcellus Residents, Gary and Linda Wilcox:** Expressed their appreciation to the current Board and thanked them for doing a wonderful job and their hard work that shows.

**Adjournment:** Councilor Berwald made a motion seconded by Councilor Clarke to adjourn the End of Year Meeting at 6:34 PM.

Ayes –Berwald, Clarke and Stevens

Carried

Respectfully submitted,

Rosemary Tozzi  
Town Clerk

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:

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Laurie Stevens, Town Supervisor  
Town of Marcellus

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

JJG/ss

**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS**

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, the Town Board of the Town of Marcellus hereby requires the Supervisor, Town Clerk, Tax Collector, Town Justices, Highway Superintendent, Deputy Town Supervisor, Bookkeeper, Recreation Attendant, Secretary to Codes, Planning/Zoning, Town/Tax Clerk, to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED the Town Board of the Town of Marcellus approves the document entitled "Town of Marcellus Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

**TOWN OF MARCELLUS**

**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, Jane Attley, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Supervisor of the Town of Marcellus, and

WHEREAS, Rosemary Tozzi, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Clerk of the Town of Marcellus, and

WHEREAS, Sandra H. Taylor, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Tax Collector of the Town of Marcellus, and

WHEREAS, Mary Reagan Dailey, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Justice of the Town of Marcellus, and

WHEREAS, Daniel Falge, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Town Justice of the Town of Marcellus, and

WHEREAS, Michael Ossit, of the Town of Marcellus, County of Onondaga, New York has been elected to the Office of Superintendent of Highways of the Town of Marcellus, and

WHEREAS, Karen Pollard, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Deputy Town Supervisor, and

WHEREAS, Mary Beth Lollis Barnello, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Court Clerk, and

WHEREAS, Lori Petrocci, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Bookkeeper, and

WHEREAS, Michele Norstad, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Recreation Attendant, and

WHEREAS, Suzanne Tobin, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Deputy Town Clerk, and

WHEREAS, Susan Dennis, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Deputy Town Clerk, and

WHEREAS, Joanna Clarke, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Secretary to the Codes Office and Secretary to the Planning/Zoning Board, and

WHEREAS, Anne Hatcher, of the Town of Marcellus, County of Onondaga, New York, has been appointed to the position of Deputy Court Clerk, and

WHEREAS, Lori Petrocci, of the Town of Marcellus, County of Onondaga, New York has been appointed to the position of Deputy Tax Collector, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Marcellus that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned that she will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into her hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justices is further conditioned that they will well and truly keep, pay over and account for all moneys and property coming into their hands as such Town Justices; and

This undertaking of the Superintendent of Highways is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into his hands as such Superintendent of Highways; and

This undertaking of the Deputy Town Supervisor is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Deputy Town Supervisor; and

This undertaking of the Court Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Court clerk; and

This undertaking of the Bookkeeper is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Bookkeeper; and

This undertaking of the Deputy Town/Tax Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Deputy Town/Tax Clerk; and

This undertaking of the Planning/Zoning Secretary and Codes Secretary is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Planning/Zoning Secretary and Codes Secretary; and

This undertaking of the Recreation Attendant is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Recreation Attendant; and

The town does and shall maintain insurance coverage, presently with Selective Insurance, in the sum of \$450,000.00 for the Tax Collector, \$50,000.00 for Supervisor, \$25,000.00 each for the Town Justices, \$25,000.00 for Highway Superintendent, \$25,000.00 for Town Clerk and \$25,000 for the Deputy Town Supervisor, \$25,000.00 each for the Court Clerk and the Bookkeeper and \$25,000 for the Deputy Town/Tax Clerk, \$25,000 for the Planning/Zoning and Codes Secretary and \$25,000 for the Recreation Attendant to indemnify the Town against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property

received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officer, clerks and employees covered thereunder.

A copy of the certificate of said insurance evidencing the said insurance coverage is annexed hereto as exhibit "A".

Dated: January 7, 2026

Town of Marcellus

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Town Supervisor

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Tax Collector

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Town Justice

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Deputy Town Supervisor

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Deputy Town Clerk

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Secretary to Codes/Zoning/Planning

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Deputy Court Clerk

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Bookkeeper

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Town Clerk

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Town Justice

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Highway Superintendent

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Court Clerk

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Deputy Town Clerk

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Recreation Attendant

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Deputy Tax Collector

ONONDAGA COUNTY TOWN PLANNING GRANTS  
TOWN OF MARCELLUS ZONING REGULATIONS UPDATE

GRANT DISBURSEMENT AGREEMENT  
EXHIBIT B: SCOPE OF WORK

**TOTAL GRANT: \$75,000**

**PROJECT SUMMARY:**

This project includes a review and update of the Town of Marcellus Zoning Regulations. The Town recently completed an update to its comprehensive plan, and as a result, the Town now needs to ensure that its zoning laws and regulations are consistent with these updates.

**EXPECTATIONS OF RECIPIENTS**

Grant funding is to be used exclusively for the scope of work described in the grant proposal submitted by the awardee, which is attached hereto and incorporated herein and made a part of this Exhibit. Any proposed changes to the scope of work require prior written authorization from Onondaga County. Failure to obtain prior authorization may result in the suspension of the award.

The awardee shall provide periodic progress reports to the Onondaga County Department of Planning for feedback and engagement, and shall include any supporting documentation.

The awardee shall provide invoices for reimbursement to the Onondaga County Department of Planning on a regular basis as the project progresses. Invoices should include supporting documentation.

**EXPECTATIONS OF CONSULTING FIRMS**

The Town Planning Grant program expects that in order to complete this scope of work the town will, in addition to meeting the contract requirements, hire a competent firm with experience in community based plan development at the highest levels.

**Town Clerk's Monthly Report**  
December 01, 2025 - December 31, 2025

Account#	Account Description	Fee Description	Qty	Local Share
A2544	Dog Licensing	Female, Spayed	10	90.00
		Male, Neutered	18	162.00
		Male, Unneutered	4	68.00
		<b>Sub-Total:</b>		
		<b>\$320.00</b>		
A2545	Misc. Fees	Certified Copies - Marriage	2	20.00
		Photo Copies	1	33.40
	Passport	Passport	2	70.00
		<b>Sub-Total:</b>		
		<b>\$123.40</b>		
A2590	Conservation	Conservation	1	0.55
	Marr. Lic	Marriage Licensing Fees	1	17.50
		<b>Sub-Total:</b>		
		<b>\$18.05</b>		
B2110	Building	Building	5	900.00
		<b>Sub-Total:</b>		
		<b>\$900.00</b>		
		<b>Total Local Shares Remitted:</b>		
		<b>\$1,361.45</b>		
Amount paid to: NYS Ag. & Markets for spay/neuter program				40.00
Amount paid to: NYS Environmental Conservation				9.45
Amount paid to: State Health Dept. for Marriage Licenses				22.50
<b>Total State, County &amp; Local Revenues:</b>	<b>\$1,433.40</b>			
		<b>Total Non-Local Revenues:</b>		
		<b>\$71.95</b>		