

Town of Marcellus
Workshop Meeting
Wednesday, May 20, 2026
6:30 PM

Call to Order

Salute to Flag

PUBLIC HEARING: Charter Communications Franchise Agreement

I. Approve Financials

II. Old Business

- A. Fire Department Compensation Insurance
- B. Marcellus Park Memorial Amphitheater

III. New Business

- A. Charter Communications Franchise Agreement Resolution
- B. Backflow Testing
- C. Cemetery Headstone
- D. Town Court- Cell Phone

IV. Discussion Agenda

- A. Fire Department
- B. AED
- C. Proclamation Honoring Peg Nolan

V. Adjournment

Future Meeting Dates

Planning/Zoning Meeting-Monday, June 1, 2026 - 6:30 pm- Town Hall

Comprehensive Plan Committee Meeting- Tuesday, June 2, 2026 – 2:00 pm- Town Hall

Town Board Meeting- Wednesday, June 3, 2026- 6:30 pm- Town Hall

Workshop Meeting- Wednesday, June 17, 2026- 6:30 pm- Town Hall

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Marcellus, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYSPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 **Public Education and Government (PEG) Access**

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Marcellus
 Attn: Supervisor
 22 East Main Street
 Marcellus, NY 13108

Grantee: Charter Communications
Attn: Director, Government Affairs
815 Erie Blvd E,
Syracuse, NY 13210

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

15.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

15.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.11 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.12 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC (“Effective Date”). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Town of Marcellus, New York

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

From: Blackwell, Tony ablackwell@mcneilandcompany.com
Subject: VFBL Coverage - Fire Districts Mutual
Date: Apr 30, 2026 at 11:43:41 AM
To: Davecard6@gmail.com

Hi Dave,

VFBL coverage is statutory coverage, so insurance carriers are all bound to provide the same coverage.

- Weekly Disability: Maximum of \$650 per week
- Medical Expenses: Necessary medical expenses, no maximum limit.

Please find attached a copy of the statutory NY Volunteer Firefighters' Benefit Law policy language that is attached to each of FDM's VFBL policies.

Additionally, I have attached a copy of the Extension of Employer's Liability Insurance endorsement that is also part of all VFBL policies issued by FDM. This coverage might not be provided by all VFBL carriers, but is provided by Fire Districts Mutual.. Here's a brief explanation of the coverage:

When an employee (or in this case volunteer firefighter) is injured in the course of their employment a Work Comp (VFBL) claim is filed to provide cash benefits and / or medical benefits for the injured worker and this usually resolves the matter. There are instances, however, where the employee, employee's family members or third party can file a lawsuit (*employers liability claim*) against the employer because of the injury. In the case of a VFBL policy where the extension of employers' liability coverage has been added, the coverage protects the Volunteer Fire Departments, Chiefs, Commissioners, and Board of Trustees if they are found liable in the lawsuit. The insurance carrier will pay for the benefits awarded in the lawsuit due to the bodily injury sustained by the volunteer firefighter.

Fire Districts Mutual will need authorization from the FD to bind coverage with the effective date you require. This date should coincide with the cancellation of current coverage. I hope this helps answer your questions on coverage. Let me know if you need anything additional. Thank you again !!

Tony Blackwell,
Territory Sales Manager



800-822-3747 main
607-591-3562 cell
607-428-1530 direct
607-756-6225 fax

RECEIVED
MAY 01 2026
Town of Marcellus

*****QUOTATION ONLY*****
*****THIS IS NOT A POLICY OR A BINDER*****
FIRE DISTRICTS INSURANCE COMPANY INC.
NCCI No.: 15079
1 BLUE HILL PLAZA, PEARL RIVER, NY, 10965
(845) 352-8855
(Volunteer Firefighters' Benefit Law Policy)

Item 1. FEIN: 161082046

The Insured: MARCELLUS VOLUNTEER FIRE DEPARTMENT INC.

Quote No: 1878

Mailing Address: 4242 SLATE HILL ROAD
MARCELLUS, NY 13108

Item 2. The policy period is from 04/01/2026 To 04/01/2027 12:01 A.M Standard time, at the insured's mailing address.

Item 3. Premium - Classification Code No. 7711

Location	Population	% Area	Annual Premium
Home Area: 001	6,066	100 %	\$28,758
List Other "Home Areas" Serviced Under Contract: SHEPARD SETTLEMENT FIRE PROTECTION DISTR	1	100 %	\$128
List "Outside Areas":			
Estimated Manual Premium			\$28,886
Extension of Employers Liability		10 %	\$2,889
Premium Subject to Experience Modification			\$31,775
Modified Premium		1	\$31,775
Estimated Standard Premium			\$31,775
Terrorism Risk Insurance Program		2.2 %	\$636
National Disasters and Catastrophic		0.2 %	\$58
Premium Discount		-9.18 %	\$-2,919
Expense Constant			\$200
Estimated Annual Premium			\$29,750
Security Fund		0.00 %	\$ 0
Estimated Total Annual Premium			\$29,750
Annual Minimum Premium: 3,514			

Fill in only where "Outside Area" has more than one contract for fire protection, provided the records of the "Home Area" are maintained so as to show separately its contract price as well as the total cost of all contracts being paid by the "Outside Area"

Form numbers of endorsements forming a part of the policy on its effective date:

WC 31 00 01 B WC 31 00 00 B WC 00 04 21 E WC 00 04 22 C WC 00 04 14 A WC 00 04 19 WC 31 06 06 A
 WC 31 06 07 A WC 31 06 18 A VF-105 Signature page

THIS QUOTATION IS NOT VALID AFTER 30 DAYS FROM THE ISSUE DATE

Producer MCNEIL & COMPANY, INC.
P.O. BOX 5670
CORTLAND, NY 13045

Issue Date 03/13/2026

Countersigned by: _____
(Authorized Representative)

Rate Board File No.

Original Printing

Effective May 1, 2020

VOLUNTEER FIREFIGHTERS' BENEFIT LAW POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

<p>A. The Policy This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p>B. Who Is Insured You are insured if you are the political subdivision named in Item 1. of the Information Page.</p>	<p>C. Volunteer Firefighters' Benefit Law Volunteer Firefighters' Benefit Law refers to the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York.</p> <p>It includes amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this policy.</p>
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PART ONE-VOLUNTEER FIREFIGHTERS' BENEFIT LAW INSURANCE

<p>A. How This Insurance Applies This volunteer firefighters' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. Bodily injury must occur during the policy period. 2. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer firefighter's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. <p>B. We Will Pay We will pay promptly when due the benefits required of you by the Volunteer Firefighters' Benefit Law.</p> <p>C. We Will Defend We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate</p>	<p>and settle these claims, proceedings or suits.</p> <p>D. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; 3. litigation costs taxed against you; 4. interest on a judgment as required by law until we offer the amount due under the insurance; and 5. expenses we incur.
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Effective May 1, 2020

<p>E. Other Insurance We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p>F. Recovery From Others We have your rights, and the rights of persons entitled to benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>G. Statutory Provisions These statements apply where they are required by law.</p> <ol style="list-style-type: none"> 1. As between an injured volunteer firefighter and us, we have notice of the injury when you have notice. 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. 	<ol style="list-style-type: none"> 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. 4. Jurisdiction over you is jurisdiction over us for the purposes of the Volunteer Firefighters' Benefit Law. We are bound by decisions against you under this law, subject to the provisions of this policy that are not in conflict with that law. 5. This insurance conforms to the parts of the Volunteer Firefighters' Benefit Law that apply to: <ol style="list-style-type: none"> a. benefits payable by the insurance; b. special taxes, payments into security or other special funds, and assessments payable by us under this law. 6. Terms of this insurance that conflict with the Volunteer Firefighters' Benefit Law are changed by this statement to conform to that law. <p>Nothing in these paragraphs relieves you of your duties under this policy.</p>
<p>PART TWO-EMPLOYERS' LIABILITY INSURANCE</p>	
<p>A. How This Insurance Applies This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. The bodily injury must arise out of and in the course of the injured volunteer firefighter's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law. 2. Bodily injury by accident must occur during the policy period. 3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer firefighter's activities 	<p>covered by this policy. The volunteer firefighter's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</p> <ol style="list-style-type: none"> 4. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada. <p>B. We will Pay We will pay all sums you legally must pay as damages because of bodily injury to your volunteer firefighters, provided the bodily injury is covered by this Employers' Liability Insurance.</p>

Original Printing

Effective May 1, 2020

<p>The damages we will pay, where recovery is permitted by law, include damage:</p> <ol style="list-style-type: none"> 1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer firefighter; and 2. for care and loss of services; <p>provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer firefighter's duties and activities for you.</p> <p>C. Exclusions This insurance does not cover:</p> <ol style="list-style-type: none"> 1. liability assumed under a contract or agreement; 2. any obligation imposed by the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law; 3. bodily injury intentionally caused or aggravated by you; 4. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries. <p>D. We Will Defend We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p>	<p>E. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds; 3. litigation costs taxed to you; 4. interest on a judgment as required by law; and 5. expenses we incur. <p>F. Other Insurance We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p>G. Recovery From Others We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>H. Actions Against Us There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none"> 1. You have complied with all terms of this policy; and 2. The amount you owe has been determined with our consent or by actual trial and final judgment. <p>This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.</p>
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Effective May 1, 2020

PART THREE-YOUR DUTIES IF INJURY OCCURS	
<p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> 1. Provide for immediate medical and other services required by the Volunteer Firefighters' Benefit Law 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need. 3. Promptly give us all notices, demands and 	<p>legal papers related to the injury, claim, proceeding or suit.</p> <ol style="list-style-type: none"> 4. Cooperate with us, and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit. 5. Do nothing after an injury occurs that would interfere with our right to recover from others. 6. Do not voluntarily make payments, assume obligations or incur expenses except at your own cost.
PART FOUR-PREMIUM	
<p>A. Our Manuals All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.</p> <p>B. Premium Item 3. of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.</p> <p>C. Premium Payments You will pay all premium when due. You will pay the premium even if part of the Volunteer Firefighters' Law is not valid.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> 1. If we cancel, premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium. 2. If you cancel, premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancelation table and 	<p>procedures. Final premium will not be less than the minimum premium shown on the Information Page.</p> <p>D. Records You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p>E. Audit You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>

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Effective May 1, 2020

PART FIVE-CONDITIONS	
<p>A. Inspection We have the right but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your volunteer firefighter or the public. We do not warrant that your facilities are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p>B. Long Term Policy If the policy is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p>	<p>C. Transfer of Your Rights and Duties Your rights and duties under this policy may not be transferred without our written consent.</p> <p>D. Cancellation</p> <ol style="list-style-type: none"> 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. 3. The policy period will end on the day and hour stated in the cancellation notice. 4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

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Effective May 1, 2020

NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW
EXTENSION OF EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT

This endorsement provides Part Two – Employers' Liability Insurance to volunteer fire departments or volunteer fire companies and their fire chiefs, fire commissioners and board of trustees if the named insured is liable for payment of benefits to the volunteer firefighters of these volunteer fire departments and fire companies in accordance with the provisions of Section 30 of the New York Volunteer Firefighters' Benefit Law.

The premium for this endorsement is computed separately and is an additional 10% of the policy premium.

Note

1. To be attached to a Volunteer Firefighters' Benefit Law policy when issued to a political subdivision that has elected to voluntarily provide employers' liability insurance. Refer to the "Miscellaneous Values" in Part Three – Loss Costs of the Manual.

Supervisor
Jane Attley
Councilors
Jeff Berwald
Percy Clarke
Terry Hoey
Karen Pollard

Town Clerk
Rosemary Tozzi
Tax Collector
Sandy Taylor
Highway Superintendent
Mike Ossit



MARCELLUS

New York PROCUREMENT PROCEDURE

ITEM: Reagan Memorial Amphitheater
DESCRIPTION: _____

QUANTITY: _____

2. VERBAL QUOTES OR 3 WRITTEN QUOTES (See Below)

1. <u>Ryan Supply</u>	<u>(315) 283-3336</u>	\$ <u>15,328.98</u>
COMPANY	PHONE NUMBER	QUOTE
2. <u>Willey Lumber</u>	<u>(315) 437-3344</u>	\$ <u>19,791.31</u>
COMPANY	PHONE NUMBER	QUOTE
3. <u>Tully Building Supply</u>	<u>(315) 696-8984</u>	\$ <u>18,657.07</u>
COMPANY	PHONE NUMBER	QUOTE

Purchase Contracts:

Less than \$1,000 at discretion of the purchaser
\$1,000 to \$5,000 – Requires (2) VERBAL Quotes
\$5,000 to \$20,000 – Requires a written RFP (Request for Proposal) and (3) Written quotes
\$20,000 or more requires a formal Bid.

Public Works:

Less than \$3,000 at discretion of the purchaser
\$3,000 to \$15,000 – Requires (2) VERBAL Quotes
\$15,000 to \$35,000 – Requires a written RFP (Request for Proposal) and (3) Written quotes
\$35,000 or more requires a formal Bid.

This includes all aggregate amounts of equipment/supplies/repairs on same or like item in a calendar year.
This excludes goods or services purchased through state and county contracts—include state and county contract numbers.
Prevailing wage needs to be included with all service contracts.

PLEASE ATTACH THIS WORK FOR, TO ALL VOUCHRES TO SHOW THE REQUIRED QUOTES WERE RECEIVED.

ESTIMATE

Ryan Supply
4042 Holley Rd
Moravia, NY 13118-8302

ryansupply4042@gmail.com



Bill to

Town of Marcellus
4262 Slate Hill Rd
Mike
315-382-6496
Email highway@marcellusny.com

Ship to

Town of Marcellus
Town of Marcellus
4262 Slate Hill Rd
Mike
315-382-6496
Email highway@marcellusny.com

Estimate details

Estimate no.: 5139
Estimate date: 03/14/2026

#	Product or service	Description	Qty	Rate	Amount
1.		24x30x8' Pavillion Open 3 Sides			
2.	Special Order	Trusses and Headers with hardware Bid # 26-4765	1	\$5,862.19	\$5,862.19
3.	Con80	80# Concrete mix	24	\$7.99	\$191.76
4.	Concrete Disc	Concrete Disc 16"x6.0"	8	\$7.95	\$63.60
5.	21212	2x12x12	2	\$23.89	\$47.78
6.	21220	2x12x20	2	\$59.95	\$119.90
7.	6614 PT	6x6x14PT	6	\$68.15	\$408.90
8.	Special Order	6x6x20'PT	2	\$129.95	\$259.90
9.	2416 SPF#2	2x4x16 SPF#2	48	\$10.49	\$503.52
10.	2412 SPF#2	2x4x12 SPF#2	6	\$8.19	\$49.14
11.	2418 SPF#2	2x4x18 SPF#2	6	\$14.99	\$89.94
12.	2820 PT	2x8x20 PT	2	\$36.95	\$73.90

13.	2812 PT	2x8x12 PT	2	\$21.15	\$42.30
14.	Structural Screws	Structural Screws 5/16" x 4"	200	\$0.75	\$150.00
15.	WER	Weatheredge Eave Trim 10'2"	7	\$15.95	\$111.65
16.	WCRE	Weatheredge OSC 10'2"	4	\$29.99	\$119.96
17.	WCRE12	Weatheredge 12'2" OSC	2	\$32.99	\$65.98
18.	WB40	Weatheredge 40 Painted Steel	320	\$3.19	\$1,020.80
19.	W112	Weatheredge 1 1/2" SCREW 250 COUNT	4	\$21.00	\$84.00
20.	Soffit	Centervent White Soffit	10	\$23.95	\$239.50
21.	WL6	Weatheredge L6 Trim 10'2"	31	\$19.99	\$619.69
22.	WBG	Weatheredge Base Guard 10'2"	11	\$10.99	\$120.89
23.	WCRE	Weatheredge OSC 10'2"	4	\$29.99	\$119.96
24.	WB40	Weatheredge 40 Painted Steel	542	\$3.19	\$1,728.98
25.	W112	Weatheredge 1 1/2" SCREW 250 COUNT	7	\$21.00	\$147.00
26.	IFS	Inside Filler Strips	22	\$1.19	\$26.18
27.	WLT	Weatheredge Liner Trim 10'2"	4	\$26.95	\$107.80
28.	2616 SPF#2	2x6x16 SPF#2	6	\$16.49	\$98.94
29.	2612 SPF#2	2x6x12 SPF#2	10	\$12.49	\$124.90
30.	Special Order	2x6 T&G Larch 8'x30' Wall	1	\$2,309.95	\$2,309.95
31.	16GalvPaslode	3 1/4" Galv Paslode	3	\$139.99	\$419.97
				Total	\$15,328.98

Accepted date

Accepted by



Willey Lumber <willeylumber@gmail.com>

Materials Quote

1 message

Ryan Thomson <mcs27-rthomson@marcellusschools.org>
 To: "willeylumber@gmail.com" <willeylumber@gmail.com>

Wed, Apr 15, 2026 at 9:06 AM

My name is Ryan Thomson and I am a junior at Marcellus High School. I am helping design a pavilion for Marcellus Park which is going to be built by the Marcellus Highway department staff. I have an materials list and was just looking to get a quote. I will also include an image of the pavilion design.

Thank you.

Quantity	Item	Note	
10	Rough Cut EWP Full Dimension True 7x7 - 20'	(Front, Middle, back, and return wall posts) Actual 7" by 7" dimension	245.00 2450.00
30	SPF nominal size 2x6 - 10'	(Back wall studs)	10.95 328.50
16	↓	(Return wall studs)	13.75 220.00
25		(Side ladder trusses, fascias, sill plates)	22.30 557.50
8		30' - 1 3/4 LVL beams (20" height)	19.85 LF 598.50 4788.00
10	D. Fir nominal size 2x12 - 12'	(Side Support beams)	35.76 357.60
48	2x12 - 16'	(Rafter)	46.00 2208.00
12	2x12' - 10'	(Back wall top support)	28.80 345.60
6	SPF 2x4 - 6'	(Bottom support for return walls)	4.16 24.96
12	2x4 - 10'	(Bottom support for back wall)	6.75 81.00
12	36 LF Metal roofing - 3'x30'	(Between 30' - 31')	110.70 1328.40
12 @	Ice/water underlayment	(36" x 36" roll) 36" x 65' roll	78.30 471.00
150	3000 LF Tongue & Groove Paneling - 6" x 20'	(Ceiling)	R/L 6'-16' 100 LF 3000.00
90	Tongue & Groove Paneling - 6" x 10'	(Back wall and Return walls)	10.00 EA 900.00

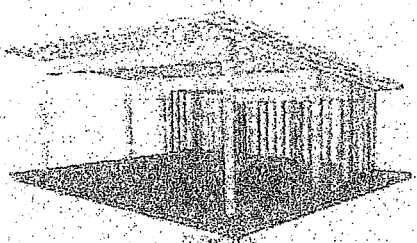
30	Zip system roof sheeting - 4'x'8 x 5/8" <i>4472</i>		<i>1741.00</i>
16	3/4 plywood sheeting <i>4400</i>	(Backside of back wall and outside of return walls)	<i>704.00</i>
45	Simpson strong tie hanger VPA2 <i>260⁰⁰ / 207</i>	(Front LVL and back wall to rafters mechanical fasteners)	<i>260.00</i>
30	Simpson strong tie hanger VPA4 <i>260⁰⁰ / 207</i>	(Middle LVL beam to rafters emechanical fasteners)	<i>260.00</i>

4
 For your cover, I would suggest going on the website and exactly what you/customer need and Laurie also said she needs to dimensions.

100	1/4" x 2-1/2" Strong Drive SDS Heavy Duty Connector screws <i>2075</i>	(LVL End Cap Fasteners)	<i>20.75</i>
700 <i>11 LBS</i>	0.148 x 3" Common Hot Dipped Galvanized nails <i>330 / 23</i>	(For rafter hangers)	<i>38.50</i>
200 <i>2 LBS</i>	1 1/2" N10 Hot Dipped Galvanized nails <i>295 / 23</i>	(For rafter hangers)	<i>5.91</i>
	Wood screws		
<i>1000 1 1/2</i>	<i>Screws for Steel</i>	<i>.10</i>	<i>100.00</i>

This communication, along with any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the individual or entity to which this communication is addressed, you are hereby notified that any dissemination, distribution or copying of this message, or any attachment is strictly prohibited. If you have received this message in error, please notify the original sender immediately by return email and delete this message, along with any attachments, from your computer. -- Thank you, Marcellus Central School District

\$ 19,791.31



Screenshot 2026-04-13 9:19:48 AM.png
254K

Thanks Mike

*Call w/ questions
Thank You Ryan*



Tully Building Supply, Inc.
 24 Onondaga St
 PO Box 677
 Tully NY 13159
 315-696-8984
 Fax: 315-696-5239



QUOTE

2604-266160

PAGE 1 OF 3

SOLD TO
Charley Bielby- COD NY

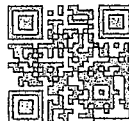
JOB ADDRESS
Ryan Thompson Marcellus CSD/ Marcellus HDept Update Marcellus NY

ACCOUNT	JOB
999924	0
CREATED ON	04/13/2026
EXPIRES ON	04/23/2026
BRANCH	1000
CUSTOMER PO#	
STATION	T33
CASHIER	CB
SALESPERSON	CB
ORDER ENTRY	CB
MODIFIED BY	

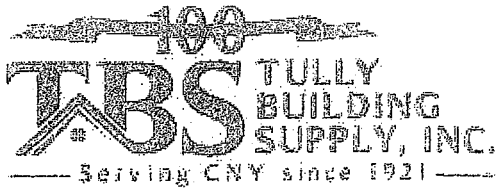
"It's What We Do"

Item	Description	D	Quantity	U/M	Price	Per	Amount
2999	8x8x20 PT		10	EA	251.9000	EA	2,519.00
2610	2X6-10' PREMIUM SPF		30	EA	8.7300	EA	261.90
2612	2X6-12' PREMIUM SPF		16	EA	9.9000	EA	158.40
2620	2X6-20 SPF		25	EA	18.5600	EA	464.00
1998	1-3/4"X20"X16' LVL		16	EA	292.8600	EA	4,685.76
21212SPF	2X12-12' #2&BTR SPF/CONTRACTOR STOCK		10	EA	24.7300	EA	247.30
21216SPF	2X12-16' SPF SPRUCE *** SPRUCE ***		48	EA	36.6600	EA	1,759.68
21210SPF	2X12-10' #2&BTR SPF/CONTRACTOR STOCK		12	EA	16.0500	EA	192.60
248	2X4-8' PREMIUM SPF STUD		6	EA	4.9000	EA	29.40
2410	2X4-10' PREMIUM SPF		12	EA	5.7900	EA	69.48
WINTER	2 SQ. CERTAINTEED WINTERGUARD, SAND ICE&WATER		6	EA	113.1000	EA	678.60
16KPVJLF	1X6T&G PINE STD EDG&CNTR BEAD LF 150 - 20', 90 - 10'		300	LF	0.9000	LF	3,510.00
4858ZIP	4X8-5/8" ZIP SHEATHING T&T (SELF SPACE) *** RED/BROWN ***		30	EA	43.4100	EA	1,302.30
ZIPTAPE	ZIP TAPE 3.75" x 90' ROLL ADVANTECH		6	EA	33.6000	EA	201.60
34CDP	3/4(18MM) CDX PINE PLYWOODS		16	EA	36.8600	EA	589.76
34999	SIMPSON VPA2 HANGER		45	EA	6.5600	EA	295.20
34999	SIMPSON VPA4		30	EA	8.2300	EA	246.90
34999	ECCQ7.12X-SDS2.5		4	EA		EA	
Quote is good for 15 days					Subtotal		
					Sales Tax		
					Total		

Buyer:



Signature



Tully Building Supply, Inc.
 24 Onondaga St
 PO Box 677
 Tully NY 13159
 315-696-8984
 Fax: 315-696-5239



QUOTE

2604-266160

PAGE 2 OF 3

SOLD TO
Charley Bielby- COD NY

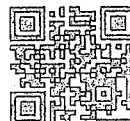
JOB ADDRESS
Ryan Thompson Marcellus CSD/ Marcellus HDept Update Marcellus NY

ACCOUNT	JOB
999924	0
CREATED ON	04/13/2026
EXPIRES ON	04/23/2026
BRANCH	1000
CUSTOMER PO#	
STATION	T33
CASHIER	CB
SALESPERSON	CB
ORDER ENTRY	CB
MODIFIED BY	

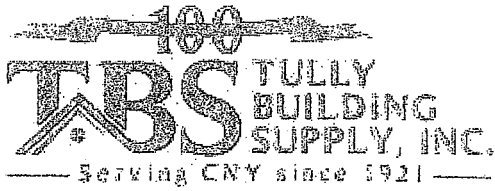
"It's What We Do"

Item	Description	D	Quantity	UM	Price	Per	Amount
C	** CUSTOM ITEM- OUT FOR \$\$ **						
SD9212R100	#9 X 2-1/2" HANGER. SCREW 100/B		1	BX	17.0900	BX	17.09
N54175	10D HDG COMMON 3" 5LB BOX		2	EA	20.3500	EA	40.70
N96095	1 1/2" HDG JOIST HANGER NAIL 5LB		2	EA	16.2000	EA	32.40
N341179	3"X#9 DECK BUGLE GREEN 1750CT CAMO SCREW		1	EA	96.0000	EA	96.00
22999	28ga BLACK METAL ROOF PANELS 16'		24	EA	51.0000	EA	1,224.00
DELIVERY	DELIVERY / VEHICLE CHARGE Product will be left in driveway		1	EA	35.0000	EA	35.00
SO NOTE	This Order contains Special Order items. Special Order items can NOT be changed, cancelled, returned or refunded. I have reviewed all products for quantity, options, size, and fitness for intended use. Date: _____ Signed: _____ Printed: _____ 100% Minimum deposit required WARRANTY DISCLAIMER. EXCEPT FOR MANUFACTURER WARRANTIES, THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL						
W. DISC							
Quote is good for 15 days					Subtotal		
					Sales Tax		
					Total		

Buyer:



Signature



Tully Building Supply, Inc.
 24 Onondaga St
 PO Box 677
 Tully NY 13159
 315-696-8984
 Fax: 315-696-5239



QUOTE

2604-266160

PAGE 3 OF 3

SOLD TO
Charley Bielby- COD NY

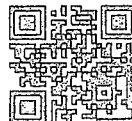
JOB ADDRESS
Ryan Thompson Marcellus CSD/ Marcellus HDept Update Marcellus NY

ACCOUNT	JOB
999924	0
CREATED ON	04/13/2026
EXPIRES ON	04/23/2026
BRANCH	1000
CUSTOMER PO#	
STATION	T33
CASHIER	CB
SALESPERSON	CB
ORDER ENTRY	CB
MODIFIED BY	

"It's What We Do"

Item	Description	D	Quantity	UM	Price	Per	Amount
	WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.						
Quote is good for 15 days					Sales Tax 8.00%	Subtotal	18,657.07
						Sales Tax	1,492.57
						Total	20,149.64

Buyer:



Signature



B.H. Tracy & Sons
 530 E Genesee St
 Fayetteville NY 13066
 315-637-3174



QUOTE

2604-541146 R1 PAGE 1 OF 2

SOLD TO
Cash Sales

JOB ADDRESS
Marcellus

ACCOUNT	JOB
CASH	0
CREATED ON	04/20/2026
EXPIRES ON	05/11/2026
BRANCH	1000
CUSTOMER PO#	
STATION	0003
CASHIER	MPD
SALESPERSON	
ORDER ENTRY	MPD
MODIFIED BY	MPD

Thank you for your business!

Item	Description	D	Quantity	UM	Price	Per	Amount
SO-LUMBER	8X8 - 20' #2 .60 CCA S4S Treated 7 1/2" X 7 1/2"		10	EA	278.4900	EA	2,784.90
2-06-10S	2x6-10 Spruce Framing		30	EA	0.9900	LF	297.00
2-06-12S	2x6-12 Spruce Framing		13	EA	0.9900	LF	190.08
2-06-20S	2x6-20 Spruce Framing		25	EA	0.9900	LF	495.00
SO-LUMBER	LvL 1 3/4"X20" - 30'		3	EA	625.8000	EA	5,006.40
2-12-12DF	2x12-12 Doug Fir Framing		10	EA	2.8000	LF	336.00
2-12-16DF	2x12-16 Doug Fir Framing		43	EA	2.8000	LF	2,150.40
2-12-10DF	2x12-10 Doug Fir Framing		12	EA	2.8000	LF	336.00
2-04-12S	2x4-12 Spruce Framing		3	EA	8.7600	EA	26.28
2-04-10S	2x4-10 Spruce Framing		12	EA	7.3000	EA	87.60
SO-STEEL	Painted Steel 3X30 Classic Ribs Metal Sales Color Fit 40 Forest Green?		12	EA	111.0000	EA	1,332.00
NEOPRENE1"PAINT	NEOPRENE 1" painted SCREW		4	BX	15.2000	POUN	121.60
COMMENT	250 Ct						
2SQICEWATER	2 sq roll Ice & Water		3	EA	71.4000	EA	428.40
4-08-58ZIP	4x8-5/8 Zip ROOF		30	EA	41.2000	EA	1,236.00
1-06PREMPINE-10	1x6-10 Premium Pine T&G Beaded V-Grooved		300	EA	12.6000	EA	3,780.00
1-06PREMPINE-10	1x6-10 Premium Pine T&G Beaded V-Grooved		90	EA	12.6000	EA	1,134.00
7137433	JOIST HANGER NAIL HDG 1-1/2" Profit Galvanized Hanger Nail		3	POUN	3.5000	POUN	10.50
This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					Subtotal		
					Sales Tax		
					Total		

Buyer:

Signature



B.H. Tracy & Sons
 550 E Genesee St
 Fayetteville NY 13066
 315-637-3174



QUOTE

2604-541146 R1 PAGE 2 OF 2

SOLD TO
Cash Sales

JOB ADDRESS
Marcellus

ACCOUNT	JOB
CASH	0
CREATED ON	04/20/2026
EXPIRES ON	05/11/2026
BRANCH	1000
CUSTOMER PO#	
STATION	0003
CASHIER	MPD
SALESPERSON	
ORDER ENTRY	MPD
MODIFIED BY	MPD

Thank you for your business!

Item	Description	D	Quantity	UOM	Price	Per	Amount
7502420	SIMPSON WOOD SCREW 1/4X2-1/2IN 3/8" HEX HEAD SDS25212-R25		8	BX25	14.4900	BX25	115.92
COMMENT	above is SDS25212-R25 Simpson						
4-08-34FCDX	4x8-3/4" Fir CDX plywood		16	EA	38.3000	EA	612.80
This is an estimate; prices vary based on market conditions. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.					TAX 8.10%	Subtotal	20,480.83
					<i>School</i>	Sales Tax	1,656.47
						Total	22,137.30

Buyer:

Signature

ESTIMATE #959
04/16/26 5:43 PM

84 LUMBER CO.

CUSTOMER COPY
PAGE 1

NAME: RYAN THOMPSON
CODE:
ADDRESS: LOCAL UPD
NORTH SYRACUSE, NY 13212
PHONE: (315) 440-1934 FAX:
PROJECT:
< THIS IS NOT A RECEIPT >

STORE: 0610 - DEMITT/EAST SYRACUSE
ADDRESS: 6801 E MANLIUS CTR RD
PHONE: (315) 437-7015
ASSOCIATE: DYLAN MILLAY
EST DATE: 04/15/26 START: / /

	P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
1.	2061084	30	2X6X10 PREM SPF/HF	9.34	280.20
2.	2061284	16	2X6X12 PREM SPF/HF	10.07	161.12
3.	2062084	25	2X6X20 PREM KD SPF #2&BTR	19.88	497.00
4.	2121284	10	2X12X12 PREM KD SPF #2&BTR	28.36	283.60
5.	2121684	48	2X12X16 PREM KD SPF #2&BTR	39.34	1888.32
6.	2121084	12	2X12X10 PREM KD SPF #2&BTR	27.48	329.76
7.	2040884	6	2X4X8 PREM KD SPF #2&BTR	3.95	23.70
8.	2041084	12	2X4X10 PREM SPF/HF	5.65	67.80
9.	24000	7	GRACE ICE&WATER SHIELD 2SQ	197.60	1383.20
10.	7230501	30	5/8X4X8 ZIP COMBO SHEATH	40.21	1206.30
11.	7480600	16	23/32X4X8 FIR CD XGL	40.59	649.44
12.	5912497	1	SD10212R100-R(4)	17.90	17.90
13.	5511491	3	1005HDG-R (4)	16.24	48.72
14.	9949201	2	N100HDG-R (12)	3.72	7.44
15.	88403	8	1 3/4"X20"X30" -LVL	508.23	4065.84
16.	1600097	3908	1X6 WP-4 PINE T&G #2 188-16' ///90-10'	1.22	4767.76

ESTIMATE #959

04/16/26 5:43 PM

84 LUMBER CO.

CUSTOMER COPY

PAGE 2

NAME: RYAN THOMPSON
 CODE:
 ADDRESS: LOCAL UPD
 NORTH SYRACUSE, NY 13212
 PHONE: (315) 440-1934 FAX:
 PROJECT:
 < THIS IS NOT A RECEIPT >

STORE: 0610 - DEWITT/EAST SYRACUSE
 ADDRESS: 6801 E MANLIUS CTR RD
 PHONE: (315) 437-7015
 ASSOCIATE: DYLAN MILLAY
 EST DATE: 04/15/26 START: / /

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
18. 88412	18	2'X30' / 1 1/4"/26GA	141.35	2544.30
19. 88403	10	8X8X20 PT	330.21	3302.10
20. 88439	45	VPA2	6.42	288.90
21. 88439	30	VPA4	8.05	241.50
22. 88439	4	ECCQ7.12X-SDS2.5	189.79	759.16
SUBTOTAL			\$22,814.06	
TAX			\$1,825.13	
TOTAL			\$24,639.19	

84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
5. THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2165 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

STATE OF NEW YORK
Town of Marcellus
County of Onondaga

In the Matter of the Granting of a Cable Television Franchise Held by **Spectrum Northeast, LLC**
in the **Town of Marcellus, County of Onondaga**, New York

RESOLUTION

An application has been duly made to the Board of the **Town of Marcellus, County of Onondaga**, New York, by **Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications, Inc. (“Charter”), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 815 Erie Blvd E, Syracuse, NY 13210, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission.

The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the **Town of Marcellus**, New York on May, 20 at 6:30 P.M. and notice of the hearing was published in the Marcellus Press-Observer on May 13, 2026.

NOW, THEREFORE, the Board of the **Town of Marcellus** finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and

2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the **Town of Marcellus** hereby grants the cable television franchise of Spectrum Northeast, LLC and the **Town of Marcellus** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED that the Board of the **Town of Marcellus** hereby confirms acceptance of this franchise renewal agreement.

The foregoing having received a _____ vote was thereby declared adopted.

Dated: _____, _____.

Town of Marcellus Clerk



**TARTAN
MECHANICAL**
SPECIALTY PLUMBING SYSTEMS

Project Proposal

May 15, 2026

Project: Town of Marcellus Backflow Testing

Contact: Mike Ossit [REDACTED]
[REDACTED]

Inspection scope:

- Annual compliance testing for NYS Department of Health and OCWA requirements. Standard hour testing for domestic water supply reduced pressure zone device and fire suppression double check valve device. Testing for domestic water to disrupt standard use of water for roughly 30 minutes. Testing of fire suppression device to require coordination with alarm company and disruption roughly 30 minutes. Test reports to be submitted through VEPO app and electronically recorded. Passing devices to be tagged and returned to service. Failed devices to be returned to service and repair quotes provided to customer. No repairs will be attempted unless device parts are on hand, approved and scheduled with customers. No warranty on backflow testing, repairs or service. Rescheduling fee of \$50.00 if cancelled with 24 hours of scheduled testing.

COST: \$250.00 Domestic Water Test
\$250.00 Fire Suppression Test
\$32.00 VEPO submission fees

Total Cost: \$532.00

Net 30 terms/ \$25.00 late fee applied every 30 days past due.

Acceptance: _____

Date: / /

TARTAN MECHANICAL LLC

Phone: 315-800-7280

E-mail: INFO@Tartanmechanical.com

Mary Beth Lollis-Barnell

From: Barry Weiss <BarryWeiss@ongov.net>
Sent: Wednesday, May 13, 2026 1:05 PM
To: MarcellusTownCourt
Subject: Re: Cell phone request

RECEIVED

MAY 13 2026

MARCELLUS TOWN COURT

Mary Beth

I approve and let me know how it goes. Maybe something other town courts may want to consider.

Barry Weiss
STOP DWI Coordinator

From: MarcellusTownCourt <marcellustowncourt@nycourts.gov>
Sent: Wednesday, May 13, 2026 12:30 PM
To: Barry Weiss <barryweiss@ongov.net>
Subject: Cell phone request

NOTICE: This email originated from **outside** of Onondaga County's email system. **Use caution** with links and attachments.

Hello Barry,

The Town of Marcellus Court is requesting authorization to purchase a cell phone and small data plan for our DWI cases that only want text messages. Both of the Towns Judges agree a court cell phone would be useful.

Thank you.

Sincerely,

Mary Beth Lollis-Barnell, Sr. Clerk
Town of Marcellus Justice Court
315-673-3269 x 112

Please be CAREFUL when clicking links or opening attachments from external senders.

Mary Beth Lollis-Barnell

From: Mary Dailey <marydailey@reagananddailey.com>
Sent: Wednesday, May 13, 2026 11:07 AM
To: supervisor@townofmarcellusny.gov
Cc: Mary Beth Lollis-Barnell; Hon. Daniel J. Falge; Mary Reagan Dailey; James J. Gascon (jgascon@ccf-law.com)
Subject: Marcellus Town Court Request
Attachments: Court Cell Phone Suggested Plan info for Town of Marcellus approval.pdf

Jane,

This is Mary Reagan Dailey, Town of Marcellus Justice. In speaking with the Town Court Clerk, the Deputy Court Clerk, and my Co-Judge, Dan Falge, we have all noticed that it has become more and more difficult to maintain communication with persons who are required to communicate and/or appear in Marcellus Town Court.

Most, if not all, of the defendants, and/or relevant parties involved in a Court proceeding, favor contacting the Court via text.

In addition, many of the parties don't even look at their emails, and therefore, Court Dates are being missed, and additional mailings are required to be sent out on multiple occasions to remind the defendants and/or their attorneys of their upcoming Court Date(s), at the Cost and expense of the Court's budget.

That being said, the Town's Court Clerks have proposed that the Marcellus Town Court acquire a Cell phone, for the sole purpose of communicating with those involved in Town of Marcellus Court matters, and particularly for reminders to be provided to the people required to appear and/or communicate with the Court and also for ease of prompt notification and/or response from an Attorney regarding a Court Matter in the Marcellus Town Court. That Cell Phone would only be utilized in the Marcellus Court Office to contact and/or receive information from people who have pending matters with the Marcellus Town Court.

The cell phone will NOT be for personal use.

As it stands right now, the court staff is willing to utilize any and/or all policies and procedures for the use of such cell phone, as proposed by the Town and/or the Town Attorney, Jim Gascon, who is also on this e-mail.

The phone would be in a secure location and messages would be checked frequently, during the Court hours and/or when Court Staff is available, and/or Court Staff would send Text reminders to those who are required to appear and/or communicate with the Court.

I have attached information regarding available plans for the Town Court to acquire a Cell Phone.

IT is anticipated that this "upgrade" in communication regarding Court Matters will help reduce the many defendants and/or their Attorney's from missing a Court Date, and/or for them to promptly reschedule.

I would appreciate it if you could promptly discuss this matter with the Town Board, so that we can implement this Court being better able to serve the Town and the people involved in Town Court Matters.

I've included my Co-Judge, Dan Falge, and my Court Clerk, Mary Beth Barnell, on this email, in addition to my Court e-mail.

Please let me know the procedure for putting this matter before the board.

Thank you,

Mary

Reagan and Dailey, Attorneys

18 E. Main St.

PO Box 196

Marcellus, NY 13108

Ph: 315-673-4864

Fx: 315-673-3438

Call Us: (855) 954-4877 (tel:+18559544877)

Find Us in Stores (<https://www.consumercellular.com>)

Consumer Cellular [HOME \(HTTPS://WWW.CONSUMERCELLULAR.COM\)PL](https://www.consumercellular.com)

ALL PHONES & DEVICES (/shopping/choose/device) / ANDROID (/shopping/choose/device?filters=Android) / MOTOROLA MOTO G PLAY - 2024



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Get up to \$700 on eligible trade-ins! Call (844) 501-7801 (tel:+18445017801) or [click to learn more.](#) (<https://www.asurion.com/tradein/consumercellular/>)

MOTOROLA Moto G Play - 2024

CHOOSE A COLOR: SAPPHIRE BLUE



CHOOSE A SIZE:

64 GB

CHOOSE A DEVICE TYPE:

NEW

CERTIFIED REFURBISHED

CHOOSE A PAYMENT PLAN:

Data plan is required for purchase.

EASYPAY FINANCING
0% Interest installment plan

\$3*/Month

With \$27 Due Today

FULL PRICE TODAY

\$99

FREE SHIPPING FOR ONLINE ORDERS*

Trade-in to TradeUp! Get up to \$700 on eligible trade-ins! Call (844) 501-7801 (tel:+18445017801) or [click to learn more.](#) (<https://www.asurion.com/tradein/consumercellular/>)

Chat With Us

Maria V.
Customer Support



sure, we don't care about speed it's just to get the defendants to court

Maria V.

It has been sent to the email listed. We have a plan with unlimited talk, text, and 1GB of data for \$20+tax if you sign up for E-billing and Autopay otherwise it is \$25+tax.

Are you a member of AARP or USAA? They get a 5% discount on the monthly bill.

Type a message here...



STEP 1 OF 2

STEP 1 OF 2

Call Us: (855) 954-4877 (tel:+18559544877)

Find Us in Stores (<https://www.consumercellular.com>)

Consumer Cellular (<https://www.consumercellular.com>) HOME ([HTTPS://WWW.CONSUMERCELLULAR.COM](https://www.consumercellular.com)) PLANS (/S

MAKE THE SWITCH TODAY

FOR NO LONG-TERM CONTRACTS

How many phone lines would you like? ② ②

- 1
- 2
- 3
- 4



EXPERIENCE 5G ON NEW 5G SMARTPHONES

+ LEARN MORE ()

Unlimited Talk & Text. Multi-line accounts share data. Price includes a \$5 credit for AutoPay & eBilling.

What else is included?

FOR THE MINIMALIST

\$20 /Month

1GB Data
Unlimited Talk & Text

FOR THE SOMETIMES-ON

\$25 /Month

5GB Data
Unlimited Talk & Text

FOR THE SCROLLER

\$35 /Month

10GB Data
Unlimited Talk & Text

FOR THE STREAMER

\$45 /Month

20GB Data
Unlimited Talk & Text

Unlimited Data Plans. Unlimited Freedom.

Age 50+ Deals: Account holder must be 50+

Chat

*Town of Marcellus
County of Onondaga, New York
Proclamation
Honoring the Life and Service of
Peg Nolan*

WHEREAS, the Town of Marcellus mourns the passing of our Town Historian, Peg Nolan. We are here today to express special recognition to Peg and to honor her for her distinguished thirty plus years with the Town of Marcellus as the Town Historian; and

WHEREAS, Peg become the Historian on December 4, 1996; and

WHEREAS, Peg has proven herself to be a valuable asset to the Town of Marcellus with her vast knowledge; and

WHEREAS, Peg has worked constantly for the betterment of the Town of Marcellus; and

WHEREAS, the Town of Marcellus wishes to express its sincere appreciation to Peg for her dedication to the Town and residents; and

WHEREAS, the Town Board, staff and residents join together in expressing our deepest sympathy to her family, friends, and all who were privileged to know her.

NOW WHEREAS, that the Town of Marcellus, NY and on behalf of our governing body and the citizens of Marcellus, do hereby honor and remember Peg Nolan for her service.

Supervisor Jane Attley