

VILLAGE OF CLAYTON BOARD OF TRUSTEES
AGENDA REGULAR MEETING
September 25th, 2023 – 5:30 PM

VISITORS:

Dave Powers – Barton & Loguidice

1. **MOTION** – Not to Exceed Agreement Barton & Loguidice Professional Services

POLICE:

1. Activity Report
2. Grant Award for Police Scanner \$23,970

DPW:

1. Activity Report

WATER/WASTEWATER:

1. Monthly Report

CONSENT AGENDA:

1. DRAFT Meeting Minutes September 11th, 2023
2. DRAFT Special Meeting Minutes September 15th, 2023
3. Payroll (P/R #7) 08/17/2023 to 08/30/2023 \$ 43,670.52
4. Abstract - 09/25/2023

General Fund	\$ 44,196.29
Water Fund	\$ 8,024.39
Sewer Fund	\$ 9,595.25
Total	\$ 61,815.93
5. Capital Projects \$ 0.0

TREASURER:

1. **MOTION** - Treasurer Reports - Bank Reconciliation/Budget vs. Actual/Cash Summary

NEW BUSINESS:

1. EFPR – Engagement letter

OLD BUSINESS:

1. ARPA Money

MAYOR:

PUBLIC COMMENT:

ADJOURNMENT:

**AGREEMENT
BETWEEN
VILLAGE OF CLAYTON
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES**

P702.4911
MJC/DCP

THIS IS AN AGREEMENT effective as of September 25, 2023 ("Effective Date") between the Village of Clayton ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

Engineer agrees to provide those services specifically described in Exhibit A to Owner for **2023 Village Designated Engineer (VDE) Term Services** ("Project").

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 2.01.

2.01 Payment for Services

- A. Payment: Owner shall pay Engineer in accordance with the "Methods of Compensation" described in Exhibit B.
1. Method of payment for labor will vary with type of assignment as outlined in Exhibit B. Reimbursable expenses will be billed at the B&L Standard Billing Rates in effect at the time of services as set forth in Exhibit C.
 2. The total compensation for services and reimbursable expenses shall not exceed **\$10,000**. This amount will not be exceeded without authorization of the Owner.
- B. Preparation of Invoices. Engineer will prepare an invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices shall be accompanied by a description of services provided for the given billing period, broken down by employee.
- C. Payment of Invoices. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

- A. If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) in the event Engineer terminates this Agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective seven days after the receipt of written notice by Engineer.
 - a. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - b. In the event of any termination under Paragraph 4.01.A.1, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
 - c. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to payment for those items identified in Paragraph 2.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 3.01.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state of New York.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer pursuant to this Agreement.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and

shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.01 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.01 Indemnification

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

11.01 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit D. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

12.01 Total Agreement

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Village of Clayton

ENGINEER: Barton & Loguidice, D.P.C.

By:

By:

Title: Norma Zimmer
Mayor

Title: Matthew J. Cooper
Senior Associate

Date
Signed: _____

Date
Signed: _____

Address for giving notices:

Address for giving notices:

Village of Clayton

Barton & Loguidice, D.P.C., Attn: President

425 Mary Street, P.O. Box 250

443 Electronics Parkway

Clayton, New York 13624

Liverpool, New York 13088

POLICE DEPARTMENT ACTIVITY REPORT
09/08/23 TO 09/19/23
CRIMINAL INVESTIGATIONS

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
AGG. HARASSMENT	1	INVESTIGATED
FRAUD	1	INVESTIGATED

NON – CRIMINAL CASES

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
HARASSMENT	1	INVESTIGATED
DISTURBANCE	1	INVESTIGATED
DOMESTIC DISPUTE	1	INVESTIGATED
OVERDOSE	1	INVESTIGATED

VEHICLE AND TRAFFIC CASES

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
M.V.A. (PROPERTY DMG.)	2	INVESTIGATED
D.W.I.	1	ARREST
AGG. DWI.	1	ARREST
IMPOPER LANE USE	1	ARREST
ASSIST MOTORIST	1	N/A
WARNINGS FOR VIOLATIONS	3	N/A

OTHER POLICE ACTIVITIES

<u>OFFENSE</u>	<u>#</u>
MISC CALLS FOR POLICE SERVICES	4
ASSIST OTHER AGENCY	3



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

DEAN DEFRUSCIO
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Village of Clayton / Clayton Village Police Department	Date: 9/15/23
Program Name: Livescan Equipment Program	Award Amount: \$23,970 ¹
Signatory Name and Title: Norma J. Zimmer, Mayor	Term Dates: TBD
Email: mayor@villageofclayton.org	Contract Number: T637691
Program Description: To support the purchase of Livescan equipment.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 2019-DJ-BX-0017 Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$ 8,576,883 Federal Fiscal Year of Funds: FFY 19 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Grace Feeney-Caswell, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2203 Email: grace.feeney-caswell@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

¹ This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

DPW ACTIVITY REPORT FOR 9/25/23

STREETS:

1. Repaired the catch basin in front of 708 Riverside Dr.
2. Milled Mary St., Jane St., and Franklin St. in anticipation of paving in October. We still have some minor milling to do along the curbs and around valve boxes and manholes.
3. Rebuilt the catch basin on the North side of Mary St. at the intersection of Webb St.
4. Began rebuilding the catch basin on the south side of Mary St. at the intersection of Webb St.
5. Removed the curb in front of new driveway at 309 Jane St.
6. Set out cones, barricades and signs for the annual car show.
7. Dow Electric, the contractor that has been working on the ADA crosswalks for the D.O.T., has returned to continue crosswalk work on State St.

WATER:

1. Tapped the water main at 38662 State Rt. 12 E. and installed a new curbstop.
2. Cut and replaced the curbbox in the Post Office driveway before the contractor paved.

PARKS:

1. Mowing and trimming continues.
2. Mowed and trimmed the right of way storm sewer line behind 880 James St.

DOCKS:

1. Replaced the water heater at Rotary Park bath house that sprung a leak.

EQUIPMENT:

1. Received our new Sander for the plow truck from Henderson Equipment. Mark & Mike will add the conduit, lights, hydraulic lines and misc. to it then mount it on truck #26.
2. Purchased 2 new tires from Cheney Tire for the Police vehicle. C&M Auto mounted and balanced them.
3. Replaced the starter in the 2008 Ford utility truck.

SEWER:

1. Replaced a broken check valve to the pump station at 172 North Shore Dr.

Respectfully submitted,

Terry Jones, DPW Superintendent



Dulles State Office Building
317 Washington Street, Suite 414
Watertown, New York 13601
Telephone (315) 661-3200
TDD (800) 662-1220 • danc.org

September 25, 2023

RE: Village of Clayton
Water and Wastewater Control Facilities Management Services
August 2023, Monthly Status Report
SPDES Permit No. NY-0027545, PWS No. NY-2202335

Dear Mayor Zimmer,

Services performed for the month of August are detailed below for Board review. I hope that you find the information useful and welcome suggestions to make this report more useful for the Board going forward.

1) MANAGEMENT SERVICES – WASTEWATER TREATMENT PLANT (WWTP)

a) General

- During the month of August, 54 Work Orders (WO's) were completed at the WWTP. A completed list of WO's can be found in section 1, part d of this report.
- Authority Personnel made revisions to the Wet Weather Operations Plan (WWOP) and submitted to New York State Department of Conservation for review. Actions plans were adjusted to account for equipment upgrades and observations gained from the two extreme rainfall events the Village experienced early in the month. This revised WWOP is available for review in attachment 4.

b) Operations

- Table 1 shows the monthly WWTP influent and effluent loadings as compared to the SPDES required limits. The WWTP reported a Biochemical Oxygen Demand (BOD) removal efficiency of 96.0% and a Total Suspended Solids (TSS) removal efficiency of 99.0%. This information and supporting documentation are attached in the Discharge Monitoring Report (DMR) and Operations Report contained within Attachment No. 1.

Table 1 – Monthly Wastewater Flows & Loading

	FLOW (MGD)	BOD (lb/day)	TSS (lb/day)
Average Monthly Influent	0.522	821	709
Outfall 001 Monthly Average Effluent Results	0.595	36	8.2

Outfall 001 SPDES Permit Monthly Average Effluent Limits	1.1	280	280
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- In the month of August, the WWTP had two State Pollutant Discharge Elimination System (SPDES) permit violations caused by extreme rainfall events occurring on 8/4 and 8/7. A Report of Noncompliance for each event is contained within Attachment 1.
- Historical WWTP flows and loadings are detailed on the attached historical trends for the month of August and are contained within Attachment No. 2.
- Following the 8/7 overflow event at Riverside Drive, Authority personnel met with property owner Mr. Jeff Zoller and Barton & Loguidice engineer Mr. Dave Powers to assess flood damage that occurred in the basement adjacent to the pump station. Flood mitigation controls were discussed and cleanup services were commenced by Servpro. The Village Water and Sewer Department has covered the cost for Servpro's cleanup services and has agreed to replace the carpet that was damaged and cover the cost to have the exterior Air Conditioning Unit moved higher up the wall out of the way of potential flood water damage. Masons from Dudley Contracting closed up the window to the basement and a backflow preventer was installed in the pump station floor drain to prevent water backing up into the basement doorway.
- In the month of August, 202,400 gallons of sludge was hauled to the Carthage/West Carthage Water Pollution Control Facility. Average percent solids for the month was 0.96%, equating to 16,205 pounds of sludge removed.
- In the month of July, 30,080 kilowatt hours (kWh) of electricity was utilized by the WWTP, 6,777 kWh of electricity was utilized by lift stations within the Village, and 4,256 kWh of electricity was utilized by lift stations outside the Village.
- UV reactors 1 and 2 were both reading 99% UV intensity at months end and remained effective at keeping fecal coliform colonies below max contaminant levels throughout the month of August.
- In the month of August, 300 gallons of sodium hypochlorite was utilized to minimize hydrogen sulfide gas at LS-1A pump station.
- For the month of August, 625 gallons of SternPac was utilized at the WWTP to aid in phosphorus removal in effluent wastewater. The plant met future compliance orders for the month of August as we are still in the testing phases. Phosphorus limits will be implemented on our permit beginning September 2024.

c) Personnel

- On 8/13, operator Dustin Orvis celebrated his 5th anniversary with the Village of Clayton.
- There were 52.5 total hours of overtime (OT) in August associated with the operation of the WWTP, 20 hours for weekend/holiday coverage and 32.5 hours of OT for alarm call-ins. There were 12 total hours of OT associated with the operation of the Water Treatment Plant (WTP) for weekend/holiday coverage. See Figure 1 of 2021-2023 OT trending.

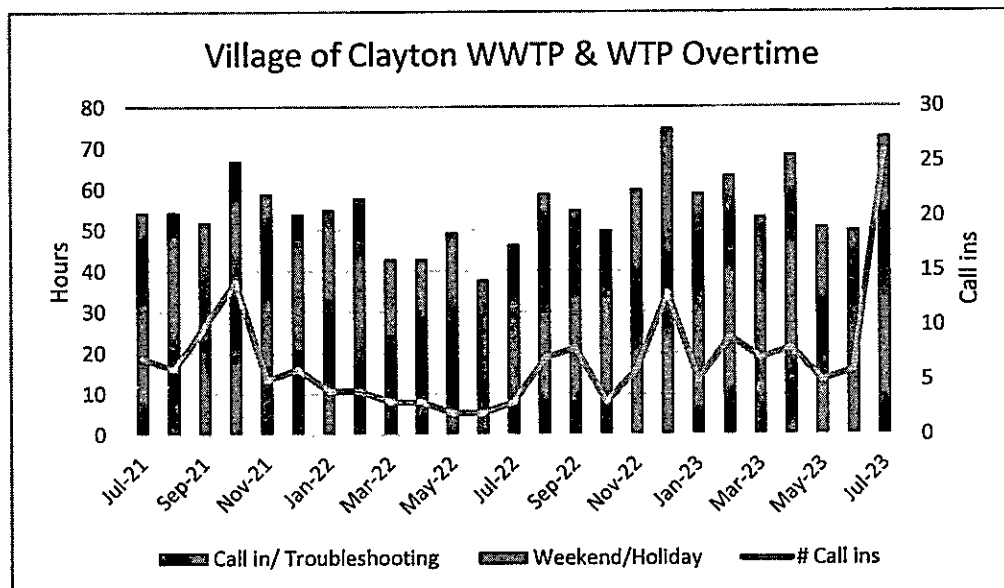


Figure 1 2021-2023 OT Trending

- 8/3/2020, 1 hour of OT was accrued while operator finished replacing bolts that had become loose on filter basin piping.
- 8/4/2023, 6 hours of OT accrued after 2.7 of rain fell in short duration. Operator responded to WWTP to place 2nd filter train online and monitor equipment. Operator responded to East Union Pump Station for overflow and WWTP Process drain well overflow during this event. An overflow event was created in NY Emergency Alert.
- 8/5/2023, 1 hour call in. Operator responded to Harbor Hotel pump station alarm for low level float mode activation. Operator verified pump station wetwell levels were reading accurately and reset control panel.
- 8/7/2023, 12.5 hour call in. Two operators responded to overflow events at East Union, Riverside, and WWTP after 3.25 inches of rain fell in a short period of time. The

stations were monitored and damage control measures were maintained during duration of overflow. A NY Emergency Alert was initiated.

- 8/8/2023, 3 hour call in. Operator was called in for a high level alarm at the Riverside Drive pump station as the pump station continued to digest flood waters from the rain storm the night previous. The pump station was closely monitored for overflow and the WWTP maintained for maximum water conveyance. The pumps were able to keep pace and overflow did not occur during this call in event.
- 8/11/2023, 3 hour call in. Operator responded to blower failure at the WWTP after power glitch. The operator reset circuit breaker and returned blowers to service.
- 8/19/2023, 3 hour call in. Operator responded to Mitchmar pump station alarm for high level float mode activation. Operator verified pump station wetwell levels were reading accurately and reset control panel.
- 8/19/2023, 3 hour call in. Operator responded to Harbor Hotel pump station alarm for high level float mode activation. Operator verified pump station wetwell levels were reading accurately and reset control panel. The pump station was later serviced during normal working hours. Transducers and float racks were cleaned off and placed in a different location within the wet well at a higher elevation. Since this service the alarms have not falsely initiated.

d) Maintenance

- Maintenance activities completed this period are presented below. Unless otherwise noted, the maintenance tasks were completed by Village Water and Sewer Staff.

New Repairs/Breakdowns

- The high intensity rain storm on 8/7 damaged the automated bar screen at the WWTP. Large rocks and heavy debris were swept into the grit chamber room and seized up the motor that drives the screen rack armature. P & T Supply and Services in Watertown was able to rewind the motor and place back into operation the week of 9/11. The manual bar screen was utilized during the interim.
- The water that overtopped the intermediate effluent lift station at the WWTP during the high intensity rain storm on 8/7 caused some erosion of the extended gravel driveway near the Advanced Treatment Building (ATB). Two concrete storm gutters were ordered and have since been delivered to the site where DPW staff will soon put into place.

- A Gorman Rupp waste pump on AquaStorm Disc Filter # 1 had again fallen out of alignment causing excessive vibration and was locked out 8/28 by village operators to prevent further damage. A manufacturers' representative from GP Jager Inc. arrived September 11th to realign the pump. This pump is scheduled to be placed into operation for the month of October where it will be closely monitored.

WOs completed in month of July

- Weekly pH Probe Calibrations
- Weekly Lift Station Rounds
- Weekly WWTP PM
- Weekly Sludge Microscope Analysis
- Weekly SPDES Sampling
- Weekly E. Union Street Lift Station Rounds
- Weekly WWTP Blower PM
- Weekly exercise of emergency generators
- Weekly exercise of diversion vault screw brush
- Monthly lab results verification
- Monthly Gas Detection Calibration
- Monthly First Aid Inventory
- Monthly Fire Extinguisher Inspections
- Monthly Crane and Hoist Inspection at Riverside Drive
- Monthly PM of Lift Stations
- Monthly E. Union St. Lift Station PM
- Monthly CHH Lift Station PM
- Monthly WWTP PM
- Monthly Effluent Lift Well Cleaning
- Monthly Alarm Testing
- Monthly Aluminum Sample
- Monthly WWTP TKN & Ammonia Sampling
- Monthly Low Level Mercury Testing
- Monthly Operations Report & DMR
- Monthly maintenance on bar screen, routine grease and oil
- Monthly maintenance on SBR decanters
- Monthly filter/UV switch in advanced treatment building
- Monthly UV Reactor Antifreeze Level Check/Refill
- Annual Wet Weather Operating Plan Review

e) Wastewater Capital Improvement Project

- The Wastewater Treatment Plant and Collection system improvement project total funds spent to date, including administrative and technical costs, are \$8,267,397.29 versus a current budget of \$8,830,000.00. Only remaining contract work is associated SCADA upgrades at the pump stations which is to be completed in October.

- WWTP and Collection System Improvement Resiliency and Economic Initiative (REDI) Upgrades total funds spent to date, including technical costs, are \$2,310,006.13 versus a current budget of \$2,500,000.00. Work associated with this project will be completed as part of Contract 1A, 1B; and 1C under the WWTP project.

2) MANAGEMENT SERVICES – WATER TREATMENT PLANT (WTP)

a) General

- During the month of August, 25 WO's were completed. A completed list of WOs can be found in section 2, part c of this report.
- During the month of July, there were no resident complaints in accordance with New York State Department of Health (NYSDOH) permit limits and water quality.
- A Notice to Proceed was issued to Northern Tier Contracting during pre-construction meeting held on 8/25/23 for the windows and storefront replacement at the Water Treatment Plant building. The contractor has 180 days to reach substantial completion and work is expected to wrap up before winter.

b) Operations

- In August, the WTP produced 6,010,000 gallons of water for a monthly average of 194,000 gallons per day of treated water. Table 2 shows the monthly water system flows, chlorine residual, and turbidity as compared to the New York State regulatory limits. This information and supporting documentation are detailed in the monthly NYSDOH Report. A copy of this report is contained within Attachment No. 3.

Table 2 – Monthly Water Flows & Monitoring Samples

	FLOW (1,000 gallons/day)	Entry Point Chlorine Residual (mg/L)	Distribution Turbidity (NTU)	Distribution System Chlorine Residual (mg/L)
Monthly Average	194	2.0	0.21	1.1
Regulatory Limit	440	4.0	5.0	4.0

- In the month of August, 10,000 kWh of electricity was utilized by the WTP, the Low Lift Pump House utilized 3,079 kWh, and the Standpipe utilized 404 kWh.
- In the month of August, 211 pounds of chlorine gas was utilized for disinfection of drinking water.

- In the month of August, 819 pounds of Diatomaceous Earth (DE) was used in production of finished water.

c) Maintenance

- Maintenance activities completed this period are presented below. Unless otherwise noted, the maintenance tasks were completed by Water and Sewer Staff.

New Repairs/Breakdowns

- In the month of August, operators completed 10 village work orders pertaining to new endpoint module installs.
- Koester Associates was summoned to perform annual preventative maintenance service on WTP Chlorine Gas System including system rebuild and gas sensor and chlorinator checks. Service was performed 8/14/23.

WOs completed in month of July

- Weekly pH Probe Calibrations
- Weekly WTP PM
- Weekly Distribution Sampling
- Weekly DOH Permit Sampling
- Weekly Water Plant Inspection
- Weekly Standpipe Level Transducer Check
- Monthly SPDES Permit Sampling
- Monthly Chlorine System Inspection
- Monthly First Aid Inventory
- Monthly Fire Extinguisher Inspections
- Monthly Alarm Testing
- Monthly Laboratory Equipment Calibrations
- Monthly Spill Prevention Inspections
- Monthly Fire Extinguisher Inspection
- Monthly WTP Maintenance
- Monthly Cranes and Hoists Inspections at WTP and Low Lift Station
- Monthly Gas Detection System Inspections
- Monthly First Aid Inventory
- Monthly DOH Report
- Monthly Total Coliform Sampling
- Monthly Pallet Jack Inspection
- Annual CI systems check

3) WATER/GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

- Clayton REDI Improvements Project total funds spent to date, including technical costs, are \$5,717,780.57 versus a current budget of \$6,522,800.00. Floating docks and wave attenuator have been installed and are in use. Authority and B&L are coordinating final design of concrete at Frink Park.
- Historic District/Sewer Lateral Replacement Project: Long term financing is scheduled to close on September 25, 2023.

Should you have any questions regarding this report, please do not hesitate to contact me at (802) 342-3828.

Sincerely,

Jeff Mosher
Water Quality Supervisor Trainee

Attachments:

- 1) NYS DEC DMR, Operations Report, Non-Compliance Reports
- 2) Historical Trends
- 3) DOH Report
- 4) Wet Weather Operations Plan

cc: Nancy Hyde, Trustee
John Buker, Trustee
Rob Wierzba, Trustee
Allen Heberling, Trustee
Joanne Lenhard-Boye, Village Clerk
Paula Jacobs, NYSDEC
Michael Tracy, NYSDOH
Carrie Tuttle, DANC Chief Operating Officer
Brian Nutting, DANC Director of Water Quality
Christian Fout, DANC Assistant Director of Water Quality
Jeff Mosher, DANC Water Quality Supervisor Trainee

There was a Regular meeting of the Board of Trustees of the Village of Clayton on Monday September 11th, 2023, at 5:30 p.m.

PRESENT:

Norma Zimmer, Mayor
Nancy L. Hyde, Deputy Mayor
Allen Heberling, Trustee
Robert Wierzba, Trustee
Terry Jones, DPW Superintendent
Joanne Lenhard-Boye, Village Clerk

ABSENT:

John Buker, Trustee
Kevin Patenaude, Chief of Police

Pledge of Allegiance/Call to Order:

Mayor Zimmer led the Pledge of Allegiance and opened the regular board meeting at 5:30p.m.

VISITORS:

John Condino – Barton & Loguidice

1. Report on the REDI and FEMA projects – John and D.C.

Builders contractor, Adam Powers were both at the meeting to inform the Board that the docks and wave attenuator are installed and the project is completed as planned. John also informed the Board that some issues came up after everything was installed and assured the Board that Barton & Loguidice are fully prepared to address and correct. John also suggested that the Board consider adding another attenuator, which would better protect the area from wave action and wind from the south and southwest winds. He informed the Board that the project was in good shape with approximately \$600,000 left in contingency funds. The Board members agreed to have Barton & Loguidice study the options to make the project even better.

David Powers – Barton & Loguidice

1. VOC Disinfection of Water Storage Facilities

The water tanks are scheduled to be taken down the first and second week of October and serviced by AquaStore. They are scheduled to replace the anodes, clean, and reseal tanks with protective caps, and replace signage and hardware on entryways. David explained to the Board that DOH is now asking for the engineer to provide a report for the chlorine contact during the time the tank is offline. WWTP has asked Barton & Loguidice to expedite this report in order to meet the disinfection maintenance scheduled on the tanks for October. Barton & Loguidice will draw up a not to exceed contract for this and any future reports that DOH may need from engineer and present at the next Board meeting.

POLICE:

Kevin Patenaude, Chief of Police

1. **Activity Report** - was submitted to Board. This report is filed at the Village Clerks office.

DPW:

Terry Jones, DPW Superintendent

1. **Activity Report** – was submitted to the Board. This report is filed at the Village Clerks office.

2. **Washington Island Bridge** – Terry informed the Board that DOT came for their annual inspection on Washington Island Bridge. The bridge was yellow flagged which means the Village needs to be aware of issues, but no immediate action needs to be taken, however Terry suggested that the Board start thinking about repairs to the bridge before it gets any worse. Terry acknowledged that grants have been unsuccessful and suggested that we have a contractor write a letter on the Villages behave and send to a higher elected official in congress, in hopes that this would help to get some grant money to repair bridge. Even if there is no grant money Terry advised to move forward getting an engineer design and be ready for grants coming up, or use some AIM funding to help offset the cost.

3. Terry announced that the Fall Brush pickup will be October 10th, 2023 and an ad will be going into the TI Sun for two consecutive weeks.

Trustee Heberling made **MOTION** to approve consent Agenda items **#1-3**; Trustee Wierzba seconded all in favor motion carried.

CONSENT AGENDA:

- | | |
|---|---------------------|
| 1. DRAFT Meeting Minutes August 28 th , 2023 | |
| 2. Payroll (P/R #6) 08/03/2023 to 08/16/2023 | \$ 44,325.04 |
| 3. Abstract -09/11/2023 | |
| General Fund | \$ 13,507.84 |
| Water Fund | \$ 4,708.89 |
| Sewer Fund | \$ 26,172.61 |
| Total | <u>\$ 44,389.34</u> |
| 4. Capital Projects | \$1,119,715.87 |

Trustee Hyde made **MOTION** to approve consent Agenda item **#4**; Trustee Wierzba seconded all in favor motion carried.

NEW BUSINESS:

1. Water Service Application from Jeremy Kellogg to hook up to the Villages Water and Sewer at 38662 NYS Rt. 12E parcel number 20.31-1-44.1

Trustee Hyde made **MOTION** to approve water sewer application with the conditions that the Village receive the \$1,000.00 for hookup fee and that a meter pit be installed with 150' off the water main by the property owner; Trustee Heberling seconded all in favor motion carried.

MAYOR:

1. **CLDC & DRI** – Mayor Zimmer informed the Board that she attended the Thursday CLDC board meeting, and a zoom meeting with Kristi Dipple, Director of CLDC and the Mayor of Fulton N.Y. Deana Michaels, who received the DRI grant. Mayor Michaels lives here in Clayton during the summer months and had some great ideas for Clayton. Mayor Zimmer said that the Village of Clayton looks good now and getting a DRI grant for the Village will most likely not happen, however there are other things to consider for the DRI Grant for Clayton like housing and farmer markets. The consensus at CLDC meeting was not to do an application for the DRI this year and to reorganize our focus for the grant. Mayor Zimmer also suggested to the Board that we hire a consultant to help put the next DRI grant application together.

OLD BUSINESS:

Cecilia Wirth – Jefferson County Public Health Specialist – Resolution 2023-15 To adopt the New York State Climate Smart Communities

Proposed Action: To Adopt the New York State Climate Smart Communities

At a regular meeting of the Village Board of the Village of Clayton, held at the Village offices, 425 Mary Street, Clayton, New York, on September 11, 2023, at 5:30 p.m. there were:

PRESENT:

Norma Zimmer, Mayor
Nancy Hyde, Deputy Mayor
Allen Heberling, Trustee
Robert Wierzba, Trustee
Norma Zimmer, Mayor

ABSENT: John Buker, Trustee

The foregoing Resolution no. 2023-15 was offered by Trustee Hyde, and seconded by Trustee Heberling

WHEREAS, the Village of Clayton believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy, and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent, and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED, that the Village of Clayton, in order to reduce greenhouse gas emissions and adapt to a changing climate, *adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:*

- 1) **Build a climate-smart community.**
- 2) **Inventory emissions, set goals, and plan for climate action.**
- 3) **Decrease energy use.**
- 4) **Shift to clean, renewable energy.**
- 5) **Use climate-smart materials management.**

- 6) Implement climate-smart land use.
- 7) Enhance community resilience to climate change.
- 8) Support a green innovation economy.
- 9) Inform and inspire the public.
- 10) Engage in an evolving process of climate action.

The question of the adoption of the foregoing resolution was duly put to a roll call vote, which resulted as follows:

	<u>Aye</u>	<u>Nay</u>
Norma Zimmer, Mayor	<u>x</u>	<u> </u>
Nancy Hyde, Deputy Mayor	<u>x</u>	<u> </u>
Allen Heberling, Trustee	<u>x</u>	<u> </u>
Robert Wierzba, Trustee	<u>x</u>	<u> </u>

The foregoing resolution was thereupon declared duly adopted September 11th, 2023

PUBLIC COMMENT:

No public comments

Trustee Hyde presented a **MOTION** to enter Executive session at 6:40p.m. Trustee Heberling seconded; all in favor motion was carried.

EXECUTIVE SESSION:

1. *Regarding Legal*

Trustee Hyde presented a **MOTION** to adjourn the executive session and enter into regular meeting at 7:25p.m. Trustee Heberling seconded; all in favor motion was carried.

ADJOURNMENT:

Trustee Hyde presented a **MOTION** to adjourn the regular meeting at 7:25p.m. Trustee Heberling seconded; all in favor motion was carried.

Respectfully,

Joanne Lenhard-Boye, Village Clerk

There was a special meeting of the Board of Trustees of the Village of Clayton on Friday September 15th, 2023, at 8:30 a.m.

PRESENT:

Norma Zimmer, Mayor
Nancy L. Hyde, Deputy Mayor
Allen Heberling, Trustee
Joanne Lenhard-Boye, Village Clerk

ABSENT:

John Buker, Trustee
Robert Wierzba, Trustee

Mayor Zimmer opened the Special Meeting at 8:43 am to discuss financials for the Historic Project.

NEW BUISNESS:

Historic District Project - BAN

Payoff Summary

\$ 2,939,000.00 Current BAN Matures 10/19/2023

\$ (2,500,000.00) Less RD Loan scheduled to close 9/25/2023

\$ (161,000.00) Less Village Resident Improvement Reimbursements

\$ (105,926.00) Less Betterment Refund

\$ (45,000.00) Less Minimum principal reduction - in current year budget

\$ 127,074.00 Balance Remaining Balance proposed to pay from General Fund Balance

The Board briefly discussed the reason for transferring money from the General Fund Balance to Capital Funds for the Historic District Project BAN Payoff.

Trustee Hyde made **MOTION** to approve the amount of \$127,074.00 from the General Fund Balance to pay off the Balance Remaining from the Historic District Project -BAN Payoff Summary; Trustee Heberling seconded; all were in favor motion carried.

ADJOURNMENT:

Trustee Hyde presented a **MOTION** to adjourn the special meeting at 8:46 a.m. Trustee Heberling seconded; all in favor motion was carried.

Respectfully,

Joanne Lenhard-Boye, Village Clerk

Village of Clayton

Abstract of Audited Vouchers from 9/25/2023 to 9/25/2023

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Voucher #</u> <u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
Voucher Type: Regular							
AMAZON CAPITAL SERVICES			13857				
	9/08/2023	1HH6-PRHJ-XLNK	UGREEN PHONE STAND	AA.1325.400.000.	17.48		
	9/09/2023	1JGT-9PFK-TJT3	IPHONE FAST CHARGER	AA.7180.400.000.	26.98		
	9/09/2023	1L4D-LW7Y-C1QR	RETURN - IPHONE FAST CHARGER	AA.7180.400.000.	-13.00		
	9/14/2023	1GX1-VG4M-4J63	FAST CHARGER TYPE C	AA.7180.400.000.	28.98		
AMAZON CAPITAL SERVICES Total					60.44		
BLUE MOUNTAIN SPRING WATER			13858				
	9/13/2023	425515	2- 5 GALS WATER	AA.1620.400.000.	18.90		
BLUE MOUNTAIN SPRING WATER INC Total					18.90		
CHARTER COMMUNICATIONS			13864				
	9/14/2023	146060401091423	SERVICE FROM 09/19/23-10/18/23	FX.8320.400.000.	119.98		
CHARTER COMMUNICATIONS Total					119.98		
CHENEY TIRE			13847				
	9/19/2023	1738390	2 - 275/55R20 FIREHAWK PURSUIT	AA.3120.400.000.	335.88		
CHENEY TIRE Total					335.88		
COOK BROTHERS TRUCK PARTS CO			13814				
	9/12/2023	1951022	EC 530 Alarm: Back-up	AA.5110.400.000.	59.72		
COOK BROTHERS TRUCK PARTS CO Total					59.72		
DAVIDSON FORD INC			13811				
	8/16/2023	4533411	SPLASH SHIELDS	AA.5110.400.000.	66.60		
DAVIDSON FORD INC Total					66.60		
DEVELOPMENT AUTHORITY OF THE			13834				
	9/14/2023	322284	MANAGEMENT SERVICE AGREEMENT	FX.1710.400.000.	5,958.25		
	9/14/2023	322284	MANAGEMENT SERVICE AGREEMENT	GG.1710.400.000.	5,958.25		
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY					11,916.50		
Dingman, Erik K			13859				
	9/20/2023	FYE 2024-1	\$599 BENEFIT - MEDICAL/CLOTHING	GG.9089.800.000.	293.06		
	9/20/2023	FYE 2024-1	\$599 BENEFIT - MEDICAL/CLOTHING	FX.9089.800.000.	293.07		
Dingman, Erik K Total					586.13		
FIRST BANKCARD			13863				
	9/07/2023	10.2023	NY AMERICAN WATERWORKS EARNING	AA.1325.400.000.	4.90		
	9/07/2023	10.2023	NY AMERICAN WATERWORKS EARNING	FX.8320.400.000.	395.00		
FIRST BANKCARD Total					399.90		
GILLBUILT TRANSPORTATION INC			13843				
	8/30/2023	146624	18,400 GALLONS SLUDGE	GG.8189.400.000.	1,150.00		
	9/01/2023	146667	18,400 GALLONS SLUDGE	GG.8189.400.000.	1,150.00		
GILLBUILT TRANSPORTATION INC Total					2,300.00		
GRAINGER			13860				
	9/07/2023	9830601820	PRE-MOISTENED CLEANING WIPES	AA.3120.400.000.	10.62		

Village of Clayton

Abstract of Audited Vouchers from 9/25/2023 to 9/25/2023

ClaimantVoucher #

<u>Invoice Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
9/12/2023	9834843493	CLEANING VINEGAR	AA.1620.400.000.	15.68		
<u>GRAINGER Total</u>				26.30		
GRAYS WHOLESALE INC						
8/10/2023	434401	13816 2- CAN LINER 60GAL	AA.7180.400.000.	154.30		
8/29/2023	435700	1- CAN LINER 16GAL	AA.7180.400.000.	131.64		
9/08/2023	436336	EMPRESS JRT 9"	AA.7180.400.000.	52.00		
<u>GRAYS WHOLESALE INC Total</u>				337.94		
HAZLEWOOD MECHANICALS RETAIL						
7/05/2023	72654	13837 SPLICE CONNECTOR	GG.8130.401.000.	3.90		
7/11/2023	72756	THREAD SEALANT	GG.8130.401.000.	20.05		
8/23/2023	73368	UTILITY BOX 1-1/2	GG.8130.401.000.	12.76		
8/23/2023	73370	DUPLEX RECEP	GG.8120.401.000.	34.40		
<u>HAZLEWOOD MECHANICALS RETAIL Total</u>				71.11		
HENDERSON PRODUCTS INC						
9/15/2023	383208	13815 Salt/Sand Spreader for Plow Truck	AA.5110.200.000.	22,543.00		
<u>HENDERSON PRODUCTS INC Total</u>				22,543.00		
JEFFERSON CONCRETE CORP						
9/14/2023	0180302-IN	13848 NYS DOT #9 FRAME	AA.8140.400.000.	1,635.00		
<u>JEFFERSON CONCRETE CORP Total</u>				1,635.00		
JEFFREY ZOLLER						
9/12/2023	09.2023	13840 8MM THICK RUBBER INTERLOCKING	GG.8120.401.000.	286.19		
<u>JEFFREY ZOLLER Total</u>				286.19		
JOHN FARMER						
9/20/2023	FYE 2024-1	13861 \$599 BENEFIT - FOOTWEAR	AA.9089.800.000.	164.99		
<u>JOHN FARMER Total</u>				164.99		
KINSLEY GROUP, INC.						
9/18/2023	SVC000184136	13833 REPAIR CRACKED BLOCK HEATER- WTP	FX.8320.401.000.	913.22		
<u>KINSLEY GROUP, INC. Total</u>				913.22		
MCQUADE & BANNIGAN INC						
9/12/2023	4167147	13804 2-CUTTER SPLINE BIT	AA.5110.400.000.	458.35		
<u>MCQUADE & BANNIGAN INC Total</u>				458.35		
NYS ASSOC OF CITY & VILLAGE						
9/10/2023	2023-2024	13845 2023-2024 DUES	AA.1325.400.000.	50.00		
<u>NYS ASSOC OF CITY & VILLAGE CLERKS Total</u>				50.00		
REINMAN'S DEPT STORE						
8/03/2023	409835	13808 PINE SOL CLEANER	AA.1620.400.000.	32.36		
8/07/2023	409980	FLY PAPER 8 PK	AA.7180.400.000.	11.68		
8/08/2023	410015	T8 FLOURESCENT LAMP	AA.7180.400.000.	11.69		
8/08/2023	410017	FEBREZE ORIGINAL	AA.7180.400.000.	11.50		
8/08/2023	410025	FIRST AID KIT 137PC	AA.7180.400.000.	17.99		
8/09/2023	410075	ACE SUNNY GRASS SEED	AA.7180.400.000.	16.19		
8/10/2023	410113	SCREWDRIVER 10IN1	AA.5110.400.000.	12.59		

Village of Clayton

Abstract of Audited Vouchers from 9/25/2023 to 9/25/2023

ClaimantVoucher #

<u>Invoice Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
8/11/2023	410153	CABLE TIES 8"	AA.7180.400.000.	5.39		
8/13/2023	410245	AIR FRSHNR CLN LIN	AA.7180.400.000.	6.46		
8/14/2023	410280	MOPSTICK SPRING	AA.1620.400.000.	34.17		
8/19/2023	410520	DOOR STOP WEDGE 5"	AA.7180.400.000.	4.13		
8/20/2023	410562	SCRUB FREE BTH CLNR	AA.7180.400.000.	3.59		
8/26/2023	410831	LYSOL CRSP LINEN	AA.7180.400.000.	16.18		
8/28/2023	410910	CLEANR RUG RESLVFOAM	AA.1620.400.000.	12.75		
8/29/2023	410939	GLUE 7OZ SPRAY	AA.5110.400.000.	8.99		
8/29/2023	410954	WASP & HORNET KILLER	GG.8130.401.000.	32.36		
REINMAN'S DEPT STORE Total				238.02		
SCHMIDT'S WHOLESALE INC		13839				
9/12/2023	245392A	40- FIELD SPLICE KIT	FX.8340.401.000.	217.12		
SCHMIDT'S WHOLESALE INC Total				217.12		
STAPLES CONTRACT &		13832				
9/13/2023	3547442864	STAPLES LINED STICKY NOTES	AA.1325.400.000.	5.57		
9/13/2023	3547442864	STAPLES LINED STICKY NOTES	AA.1620.400.000.	33.87		
STAPLES CONTRACT & COMMERCIAL Total				39.44		
SUIT-KOTE CORPORATION		13806				
9/13/2023	IN046414	GINDER- MARY ST & FRANKLIN ST	AA.5112.200.000.	12,200.00		
SUIT-KOTE CORPORATION Total				12,200.00		
T I CENTRAL SCHOOL DISTRICT		13851				
8/08/2023	07.2023	FUEL & DIESEL USE 07.2023	AA.3120.401.000.	280.45		
8/08/2023	07.2023	FUEL & DIESEL USE 07.2023	AA.5110.400.000.	869.68		
8/08/2023	07.2023	FUEL & DIESEL USE 07.2023	GG.8130.400.000.	114.11		
8/08/2023	07.2023	FUEL & DIESEL USE 07.2023	AA.7620.400.000.	77.19		
9/11/2023	08.2023	FUEL & DIESEL USE 08.2023	AA.3120.401.000.	291.11		
9/11/2023	08.2023	FUEL & DIESEL USE 08.2023	AA.5110.400.000.	1,050.43		
9/11/2023	08.2023	FUEL & DIESEL USE 08.2023	FX.8320.400.000.	55.62		
9/11/2023	08.2023	FUEL & DIESEL USE 08.2023	GG.8130.400.000.	125.12		
9/11/2023	08.2023	FUEL & DIESEL USE 08.2023	AA.7620.400.000.	206.41		
T I CENTRAL SCHOOL DISTRICT Total				3,070.12		
TERRY JONES		13862				
9/20/2023	FYE 2024-1	\$599 BENEFIT- MEDICAL/VISION	AA.9089.800.000.	414.41		
TERRY JONES Total				414.41		
TOWN OF CLAYTON		13846				
9/18/2023	23-00140	REIMBURSABLES 08.2023	AA.5110.401.000.	1,092.99		
9/18/2023	23-00140	REIMBURSABLES 08.2023	AA.8010.400.000.	9.50		
TOWN OF CLAYTON Total				1,102.49		
UNIFIRST CORPORATION		13818				
9/08/2023	051 3547079	UNIFORM CLEANING 09/08/2023	AA.9189.800.000.	85.40		
9/08/2023	051 3547079	UNIFORM CLEANING 09/08/2023	FX.9089.801.000.	14.24		
9/08/2023	051 3547079	UNIFORM CLEANING 09/08/2023	GG.9089.801.000.	14.23		
9/15/2023	051 3549369	UNIFORM CLEANING 09/15/2023	AA.9189.800.000.	66.55		
9/15/2023	051 3549369	UNIFORM CLEANING 09/15/2023	FX.9089.801.000.	11.09		

Village of Clayton

Abstract of Audited Vouchers from 9/25/2023 to 9/25/2023

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Voucher #</u>	<u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
	9/15/2023	051 3549369		UNIFORM CLEANING 09/15/2023	GG.9089.801.000.	11.09		
	<u>UNIFIRST CORPORATION Total</u>					202.60		
VERIZON WIRELESS			13850					
	9/10/2023	9944117323		SERVICE FROM 9/11/2023-10/10/2023	AA.3120.402.000.	75.98		
	9/10/2023	9944117323		SERVICE FROM 9/11/2023-10/10/2023	AA.5110.400.000.	100.39		
	9/10/2023	9944117323		SERVICE FROM 9/11/2023-10/10/2023	AA.7180.400.000.	300.97		
	9/10/2023	9944117323		SERVICE FROM 9/11/2023-10/10/2023	FX.8320.400.000.	46.80		
	9/10/2023	9944117323		SERVICE FROM 9/11/2023-10/10/2023	GG.8130.400.000.	46.80		
	<u>VERIZON WIRELESS Total</u>					570.94		
WELLS FARGO VENDOR FIN SERV			13842					
	8/24/2023	5026430256		KYOCERA PRINTER	GG.8130.400.000.	121.97		
	<u>WELLS FARGO VENDOR FIN SERV Total</u>					121.97		
WESTELCOM			13853					
	9/06/2023	50994		SERVICE FROM 09/06/2023-10/05/2023	AA.1325.400.000.	333.81		
	9/06/2023	50994		SERVICE FROM 09/06/2023-10/05/2023	AA.3120.402.000.	195.10		
	9/06/2023	50994		SERVICE FROM 09/06/2023-10/05/2023	AA.7140.400.000.	249.90		
	9/06/2023	50994		SERVICE FROM 09/06/2023-10/05/2023	AA.5110.400.000.	32.53		
	9/06/2023	50994		SERVICE FROM 09/06/2023-10/05/2023	GG.8130.400.000.	220.96		
	<u>WESTELCOM Total</u>					1,032.30		
WHITES LUMBER INC			13812					
	9/08/2023	3292812		10 BAGS QUIKRETE	AA.5110.400.000.	95.58		
	9/11/2023	3295006		6 BAGS QUIKRETE	AA.5110.400.000.	36.96		
	9/15/2023	3297832		5 BAGS QUIKRETE	AA.5110.400.000.	29.95		

Village of Clayton

Abstract of Audited Vouchers from 9/25/2023 to 9/25/2023

ClaimantVoucher #Invoice Date InvoiceDescriptionDistribution AcctA/P OwedChk #Chk Date

9/18/2023 3299837

10- 80LB BAGS QUIKRETE

AA.5110.400.000.

93.88

256.37

WHITES LUMBER INC Total**Total for Voucher Type: Regular****61,815.93****Total:****Regular****61,815.93****Total****61,815.93**

To the Treasurer:

I certify that the vouchers listed on this Abstract were audited by the Village Board on the listed date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

Department:**Total****61,815.93****61,815.93**_____
Date_____
Mayor/Deputy Mayor Signature

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

Run: 9/20/2023 at 11:34 AM

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
AA.1001.000.000. Real Property Taxes	\$ 61,059.51	\$ 1,397,008.57	\$ 1,504,100.00	\$ (107,091.43)	92.88
AA.1030.000.000. Special Assessment	0.00	30,242.23	62,516.00	(32,273.77)	48.38
AA.1080.000.000. PILOT (1000 Islands Harbor Hotel)	0.00	30,986.00	30,986.00	0.00	100.00
AA.1081.000.000. Other Payments In Lieu Of Taxes	0.00	7,325.00	7,325.00	0.00	100.00
AA.1090.000.000. Interest & Penalties On Real Prop Taxes	3,335.20	4,091.78	3,000.00	1,091.78	136.39
AA.1120.000.000. Non Prop Tax Dist By County	0.00	218,550.01	700,000.00	(481,449.99)	31.22
AA.1130.000.000. Utilities Gross Receipts Tax	418.29	5,089.33	19,000.00	(13,910.67)	26.79
AA.1170.000.000. Franchises	8,228.10	8,228.10	30,000.00	(21,771.90)	27.43
AA.1255.000.000. Clerk Fees	15.00	76.25	500.00	(423.75)	15.25
AA.1520.000.000. Police Fees	15.00	15.00	50.00	(35.00)	30.00
AA.1710.000.000. Public Works Charges	0.00	0.00	1,500.00	(1,500.00)	0.00
AA.1740.000.000. PARKING METER FEES	14,714.00	33,860.69	40,000.00	(6,139.31)	84.65
AA.1741.000.000. Parking Meter Fees Non-Taxable	161.00	186.14	0.00	186.14	0.00
AA.2089.000.000. Other Culture & Recreation Income	15,541.00	49,641.00	17,500.00	32,141.00	283.66
AA.2110.000.000. Zoning Fees	172.50	3,420.00	2,500.00	920.00	136.80
AA.2115.000.000. Planning Board Fees	0.00	120.00	500.00	(380.00)	24.00
AA.2210.000.000. General Services, Inter Government	54.40	276.25	18,000.00	(17,723.75)	1.53
AA.2302.000.000. Snow Removal Services, Other Govts	0.00	0.00	19,335.00	(19,335.00)	0.00
AA.2401.000.000. Interest And Earnings	517.85	1,483.84	2,000.00	(516.16)	74.19
AA.2410.000.000. Rental Of Real Property, Individuals	1,400.00	11,200.00	0.00	11,200.00	0.00
AA.2650.000.000. Sales of Scrap & Excess Materials	533.40	533.40	0.00	533.40	0.00
AA.2705.000.000. Gifts And Donations	406.00	674.00	1,000.00	(326.00)	67.40
AA.2801.000.000. Interfund Revenues	0.00	0.00	90,462.00	(90,462.00)	0.00
AA.3001.000.000. St Aid, Revenue Sharing	0.00	0.00	12,088.00	(12,088.00)	0.00
AA.3005.000.000. St Aid, Mortgage Tax	0.00	0.00	12,000.00	(12,000.00)	0.00
AA.3501.000.000. St Aid, Consolidated Highway Aid	0.00	0.00	225,000.00	(225,000.00)	0.00
AA.4089.000.000. FEMA Aid - Other	0.00	0.00	124,100.00	(124,100.00)	0.00
AA.5999.000.000. Unexpended Balance	0.00	0.00	346,200.00	(346,200.00)	0.00
Total Revenues	106,571.25	1,803,007.59	3,269,662.00	(1,466,654.41)	55.14
Expenses					
AA.1010.100.000. Legislative Board, Pers Serv	0.00	2,893.75	11,000.00	8,106.25	26.31
AA.1010.400.000. Legislative Board, Contr Expend	0.00	0.00	1,500.00	1,500.00	0.00
AA.1210.100.000. Mayor, Pers Serv	0.00	1,250.00	5,000.00	3,750.00	25.00
AA.1210.102.000. Deputy Mayor, Pers Serv	0.00	0.00	575.00	575.00	0.00
AA.1210.400.000. Mayor, Contr Expend	0.00	0.00	575.00	575.00	0.00
AA.1320.400.000. Auditor, Contr Expend	0.00	0.00	5,000.00	5,000.00	0.00
AA.1325.100.000. Treasurer, Pers Serv	3,440.00	9,524.50	45,795.00	36,270.50	20.80

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
AA.1325.200.000. Treasurer, Equip & Cap Outlay	0.00	0.00	5,000.00	5,000.00	0.00
AA.1325.400.000. Treasurer, Contr Expend	5,080.87	11,215.22	47,000.00	35,784.78	23.86
AA.1380.400.000. Fiscal Agent Fees	0.00	0.00	5,000.00	5,000.00	0.00
AA.1410.100.000. Clerk Pers Serv	4,103.76	12,844.33	54,635.00	41,790.67	23.51
AA.1420.400.000. Law, Contr Expend	1,103.75	1,722.50	35,000.00	33,277.50	4.92
AA.1460.400.000. Records Mgmt, Contr Expend	845.00	845.00	2,000.00	1,155.00	42.25
AA.1620.100.000. Buildings, Pers Serv	2,010.29	4,777.53	9,228.00	4,450.47	51.77
AA.1620.200.000. Buildings, Equip & Cap Outlay	0.00	9,000.00	107,350.00	98,350.00	8.38
AA.1620.400.000. Buildings, Contr Expend	1,303.58	4,617.07	35,000.00	30,382.93	13.19
AA.1910.400.000. Unallocated Insurance, Contr Expend	10.00	66,158.65	63,711.00	(2,447.65)	103.84
AA.1920.400.000. Municipal Assn Dues, Contr Expend	0.00	1,086.00	1,225.00	139.00	88.65
AA.3120.100.000. Police, Pers Serv	14,078.40	45,155.94	227,135.00	181,979.06	19.88
AA.3120.102.000. Police-Crossing Guard, Pers Ser	0.00	1,252.50	10,524.00	9,271.50	11.90
AA.3120.200.000. Police, Equip & Cap Outlay	0.00	0.00	5,000.00	5,000.00	0.00
AA.3120.400.000. Police, Contr Expend - Other	0.00	189.02	3,000.00	2,810.98	6.30
AA.3120.401.000. Police, Contr Expend - Fuel	290.97	774.55	3,200.00	2,425.45	24.20
AA.3120.402.000. Police, Contr Expend - Internet, Phone, IT	571.08	1,413.24	2,300.00	886.76	61.45
AA.3120.403.000. Police, Contr Expend - Training	0.00	0.00	1,500.00	1,500.00	0.00
AA.3320.100.000. On-Street Parking, Pers Serv	2,880.00	6,930.00	10,136.00	3,206.00	68.37
AA.5010.100.000. Street Admin, Pers Serv	5,402.32	16,206.96	70,230.00	54,023.04	23.08
AA.5010.400.000. Street Admin, Contr Expend	0.00	0.00	1,000.00	1,000.00	0.00
AA.5110.100.000. Maint Of Streets, Pers Serv	18,329.54	57,809.05	305,085.00	247,275.95	18.95
AA.5110.200.000. Maint Of Streets, Equip & Cap Outlay	17,329.16	70,091.20	114,000.00	43,908.80	61.48
AA.5110.400.000. Maint Of Streets, Contr Expend	17,378.94	36,116.33	180,000.00	143,883.67	20.06
AA.5110.401.000. Maint Of Streets, Contr Expend (TOWN)	1,110.31	1,110.31	50,000.00	48,889.69	2.22
AA.5112.200.000. Perm Improve Highway, Equip & Cap Outlay	2,595.00	2,595.00	225,000.00	222,405.00	1.15
AA.5182.400.000. Street Lighting, Contr Expend	4,537.07	17,507.05	54,000.00	36,492.95	32.42
AA.5410.400.000. Sidewalks, Contr Expend	0.00	0.00	3,000.00	3,000.00	0.00
AA.6410.200.000. Publicity Equip & Cap Outlay	0.00	0.00	5,500.00	5,500.00	0.00
AA.6410.400.000. Publicity, Contr Expend	62.98	40,753.40	51,500.00	10,746.60	79.13
AA.7140.100.000. Playgr & Rec Centers, Pers Serv	1,398.12	4,598.27	11,345.00	6,746.73	40.53
AA.7140.200.000. Playgr & Rec Centers, Equip & Cap Outlay	559.99	4,603.88	19,100.00	14,496.12	24.10
AA.7140.400.000. Playgr & Rec Centers, Contr Expend	1,708.71	10,886.87	25,000.00	14,113.13	43.55
AA.7180.100.000. Special Rec Facility, Pers Serv	11,812.90	34,576.39	42,518.00	7,941.61	81.32
AA.7180.200.000. Special Rec Facility, Equip & Cap Outlay	0.00	0.00	60,000.00	60,000.00	0.00
AA.7180.400.000. Special Rec Facility, Contr Expend	2,575.06	10,294.50	27,000.00	16,705.50	38.13
AA.7320.400.000. Joint Youth Prog, Contr Expend	0.00	9,000.00	9,000.00	0.00	100.00
AA.7410.400.000. Library, Contr Expend	0.00	34,000.00	34,000.00	0.00	100.00
AA.7510.100.000. Historian, Pers Serv	0.00	657.25	2,879.00	2,221.75	22.83
AA.7620.400.000. Adult Recreation, Contr Expend	54.40	10,276.25	10,000.00	(276.25)	102.76
AA.8010.400.000. Zoning, Contr Expend	54.69	4,528.26	20,000.00	15,471.74	22.64

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Village of Clayton
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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
AA.8020.400.000. Planning, Contr Expend	2,049.88	3,166.89	16,500.00	13,333.11	19.19
AA.8140.100.000. Storm Sewers, Pers Serv	4,183.74	11,235.98	457.00	(10,778.98)	2,458.64
AA.8140.400.000. Storm Sewers, Contr Expend	168.15	681.93	2,000.00	1,318.07	34.10
AA.8160.400.000. Refuse & Garbage, Contr Expend	0.00	0.00	1,000.00	1,000.00	0.00
AA.8510.400.000. Comm Beautification, Contr Expend	0.00	0.00	2,000.00	2,000.00	0.00
AA.8560.400.000. Shade Tree, Contr Expend	0.00	0.00	10,000.00	10,000.00	0.00
AA.9010.800.000. State Retirement System	0.00	0.00	119,780.00	119,780.00	0.00
AA.9030.800.000. Social Security, Employer Cont	5,017.99	15,571.35	61,848.00	46,276.65	25.18
AA.9040.800.000. Worker's Compensation, Empl Bnfts	0.00	0.00	68,652.00	68,652.00	0.00
AA.9055.800.000. Disability Insurance, Empl Bnfts	0.00	87.45	100.00	12.55	87.45
AA.9060.800.000. Hospital & Medical (dental) Ins, Empl Bnft	13,067.29	39,201.87	209,374.00	170,172.13	18.72
AA.9089.800.000. Other Employee Benefits (spec)	303.59	902.59	7,548.00	6,645.41	11.96
AA.9189.800.000. Other Employee Benefits -Uniforms	339.69	893.89	5,100.00	4,206.11	17.53
AA.9710.600.000. Debt Principal, Serial Bonds	0.00	55,000.00	110,000.00	55,000.00	50.00
AA.9710.700.000. Debt Interest, Serial Bonds	0.00	5,440.63	54,288.00	48,847.37	10.02
AA.9730.600.000. Debt Principal, Bond Anticipation Notes	0.00	0.00	160,000.00	160,000.00	0.00
AA.9730.700.000. Debt Interest, Bond Anticipation Notes	0.00	0.00	334,653.00	334,653.00	0.00
AA.9785.600.000. Install Pur Debt, Principal	0.00	0.00	22,800.00	22,800.00	0.00
AA.9785.700.000. Install Pur Debt, Interest	0.00	0.00	3,500.00	3,500.00	0.00
AA.9950.900.000. Capital Project Transfer	0.00	0.00	62,516.00	62,516.00	0.00
Total Expenses	145,757.22	679,443.35	3,269,662.00	2,590,218.65	20.78
Excess Revenue Over (Under) Expenditures	\$ (39,185.97)	\$ 1,123,564.24	\$ 0.00	\$ (4,056,873.06)	\$ 0.00

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Village of Clayton
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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
FX.2140.000.000. Metered Water Sales	\$ 66,306.14	\$ 183,200.12	\$ 633,032.00	\$ (449,831.88)	28.94
FX.2142.000.000. Unmetered Water Sales	0.00	84.00	1,000.00	(916.00)	8.40
FX.2148.000.000. Interest & Penalties On Water Rents	569.70	1,522.58	1,500.00	22.58	101.51
FX.2401.000.000. Interest And Earnings	2,053.13	5,882.91	200.00	5,682.91	2,941.46
FX.2410.000.000. Rental Of Real Property, Individuals	2,600.00	3,900.00	15,600.00	(11,700.00)	25.00
FX.2410.001.000. Rental Of Real Property, Water Tower	931.70	2,795.10	11,180.00	(8,384.90)	25.00
FX.2770.001.000. Tapping Fees	0.00	0.00	1,000.00	(1,000.00)	0.00
FX.5999.000.000. Appropriated Fund Balance	0.00	0.00	213,516.00	(213,516.00)	0.00
Total Revenues	72,460.67	197,384.71	877,028.00	(679,643.29)	22.51
Expenses					
FX.1710.400.000. Administration-Contractual	7,624.92	21,091.27	93,999.00	72,907.73	22.44
FX.1910.400.000. Unallocated Insurance, Contr Expend	0.00	10,134.86	9,371.00	(763.86)	108.15
FX.1950.400.000. Taxes & Assess On Munic Prop, Contr Expend	0.00	409.43	1,540.00	1,130.57	26.59
FX.1989.400.000. Other Gen Govt Support, Contr Expend	0.00	0.00	45,231.00	45,231.00	0.00
FX.8320.100.000. Source Supply Pwr & Pump, Pers Serv	4,624.39	14,012.08	64,276.00	50,263.92	21.80
FX.8320.400.000. Source Supply Pwr & Pump, Utilities	2,888.21	11,051.07	50,724.00	39,672.93	21.79
FX.8320.401.000. Source Supply Pwr & Pump, O&M	1,133.85	3,245.57	15,000.00	11,754.43	21.64
FX.8320.403.000. Source Supply Pwr & Pump, Safety	0.00	0.00	500.00	500.00	0.00
FX.8320.404.000. Source Supply Pwr & Pump, Chemicals	2,193.00	15,441.00	31,500.00	16,059.00	49.02
FX.8320.405.000. Source Supply Pwr & Pump, Training/Dues/Mileage	0.00	440.00	1,500.00	1,060.00	29.33
FX.8320.406.000. AMP Equipment	0.00	55,638.50	101,985.00	46,346.50	54.56
FX.8340.100.000. Water Trans & Distrib, Pers Serv	1,345.67	6,063.91	20,298.00	14,234.09	29.87
FX.8340.101.000. Water Trans & Distrib, Pers Serv (DPW)	45.56	437.18	5,000.00	4,562.82	8.74
FX.8340.200.000. Water Trans & Distrib, Equip & Cap Outlay	0.00	0.00	15,000.00	15,000.00	0.00
FX.8340.400.000. Water Trans & Distrib, Utilities	108.52	439.17	1,200.00	760.83	36.60
FX.8340.401.000. Water Trans & Distrib, O&M	511.65	2,696.94	15,000.00	12,303.06	17.98
FX.8340.402.000. Water Trans & Distrib, Service Contracts	922.97	1,845.94	59,016.00	57,170.06	3.13
FX.8340.403.000. Water Trans & Distrib, O&M Lab Services	770.00	853.00	3,564.00	2,711.00	23.93
FX.8340.406.000. Consulting Services	0.00	42,842.50	0.00	(42,842.50)	0.00
FX.9010.800.000. State Retirement, Empl Bnfts	0.00	0.00	10,431.00	10,431.00	0.00
FX.9030.800.000. Social Security, Empl Bnfts	445.46	1,525.04	6,470.00	4,944.96	23.57
FX.9040.800.000. Workers Compensation, Empl Bnfts	0.00	0.00	5,452.00	5,452.00	0.00
FX.9060.800.000. Hospital & Medical (dental) Ins, Empl Bnft	1,760.39	5,281.17	27,698.00	22,416.83	19.07
FX.9089.800.000. Other Employee Benefits (spec)	0.00	72.99	898.00	825.01	8.13
FX.9089.801.000. Other Employee Benefits Uniforms	50.61	142.99	650.00	507.01	22.00

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
-					
FX.9710.600.000. Debt Principal, Serial Bonds	0.00	0.00	235,800.00	235,800.00	0.00
FX.9710.700.000. Debt Interest, Serial Bonds	<u>0.00</u>	<u>21,508.96</u>	<u>54,925.00</u>	<u>33,416.04</u>	<u>39.16</u>
Total Expenses	<u>24,425.20</u>	<u>215,173.57</u>	<u>877,028.00</u>	<u>661,854.43</u>	<u>24.53</u>
Excess Revenue Over (Under) Expenditures	<u>\$ 48,035.47</u>	<u>\$ (17,788.86)</u>	<u>\$ 0.00</u>	<u>\$ (1,341,497.72)</u>	<u>\$ 0.00</u>

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
GG.2120.000.000. Sewer Rents	\$ 81,890.78	\$ 219,736.49	\$ 767,801.00	\$ (548,064.51)	28.62
GG.2128.000.000. Interest & Penalties On Sewer Accts	719.32	1,412.88	2,000.00	(587.12)	70.64
GG.2374.000.000. Sewer Serv Other Govts (Heritage Heights)	0.00	0.00	42,052.00	(42,052.00)	0.00
GG.2374.001.000. Sewer Serv Other Govts (CVCF O&M)	19,386.98	108,188.13	280,149.00	(171,960.87)	38.62
GG.2374.002.000. Sewer Serv Other Govts (Cedar Pt State Park)	1,309.19	2,808.12	7,948.00	(5,139.88)	35.33
GG.2401.000.000. Interest And Earnings	2,164.62	6,202.40	200.00	6,002.40	3,101.20
GG.2770.001.000. Tapping Fees	0.00	0.00	1,000.00	(1,000.00)	0.00
GG.5999.000.000. Unappropriated Fund Balance	0.00	0.00	167,447.00	(167,447.00)	0.00
Total Revenues	105,470.89	338,348.02	1,268,597.00	(930,248.98)	26.67
Expenses					
GG.1710.400.000. Administration-Contractual	7,624.91	21,091.26	93,999.00	72,907.74	22.44
GG.1910.400.000. Unallocated Insurance, Contr Expend	0.00	17,280.58	16,375.00	(905.58)	105.53
GG.1989.400.000. Other Gen Govt Support, Contr Expend	0.00	0.00	45,231.00	45,231.00	0.00
GG.8120.100.000. Sanitary Sewers - Inside V, Pers Serv	3,042.69	9,740.29	19,640.00	9,899.71	49.59
GG.8120.106.000. SAN SWRS-PS/DPW Flushing	0.00	0.00	5,000.00	5,000.00	0.00
GG.8120.200.000. Sanitary Sewers - Inside V, Equip & Cap Outlay	0.00	0.00	5,000.00	5,000.00	0.00
GG.8120.400.000. Sanitary Sewers - Inside V, Utilities	2,600.00	10,059.63	32,013.00	21,953.37	31.42
GG.8120.401.000. Sanitary Sewers - Inside V, O&M	1,116.26	18,107.40	25,000.00	6,892.60	72.43
GG.8121.100.000. Sanitary Sewers - Outside V, Pers Serv	736.33	2,256.28	9,304.00	7,047.72	24.25
GG.8121.200.000. Sanitary Sewers - Outside V, Equip & Cap Outlay	0.00	0.00	5,000.00	5,000.00	0.00
GG.8121.400.000. Sanitary Sewers - Outside V, Utilities	1,508.92	5,904.38	17,000.00	11,095.62	34.73
GG.8121.401.000. Sanitary Sewers - Outside V, O&M	3,339.66	4,209.65	5,000.00	790.35	84.19
GG.8121.402.000. Sanitary Sewers - Outside V, Chemicals	1,240.84	2,780.46	21,600.00	18,819.54	12.87
GG.8130.100.000. Sewage Treat Disp, Pers Serv	6,061.88	14,826.06	74,425.00	59,598.94	19.92
GG.8130.200.000. Sewage Treat Disp, Equip & Cap Outlay	0.00	0.00	5,000.00	5,000.00	0.00
GG.8130.400.000. Sewage Treat Disp, Utilities	6,390.56	25,239.69	86,065.00	60,825.31	29.33
GG.8130.401.000. Sewage Treat Disp, O&M	1,535.85	3,613.38	30,000.00	26,386.62	12.04
GG.8130.403.000. Sewage Treat Disp, Safety	0.00	0.00	500.00	500.00	0.00
GG.8130.404.000. Sewage Treat Disp, Chemicals	2,774.32	5,212.01	13,600.00	8,387.99	38.32
GG.8130.405.000. Sewage Treat Disp, Training & Dues	0.00	40.00	10,000.00	9,960.00	0.40
GG.8130.406.000. Sewage Treat Disp, O&M Service Contracts	0.00	7,928.90	24,022.00	16,093.10	33.01
GG.8130.407.000. Sewage Treat Disp, O&M Laboratory	1,127.00	2,963.00	13,749.00	10,786.00	21.55
GG.8189.400.000. Other Sanitation, Sludge	15,223.00	28,080.00	180,000.00	151,920.00	15.60
GG.9010.800.000. State Retirement, Empl Bnfts	0.00	0.00	12,750.00	12,750.00	0.00

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Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
-					
GG.9030.800.000. Social Security , Empl Bnfts	739.01	2,010.48	7,908.00	5,897.52	25.42
GG.9040.800.000. Worker's Compensation, Empl Bnfts	0.00	0.00	6,663.00	6,663.00	0.00
GG.9060.800.000. Hospital & Medical (dental) Ins, Empl Bnft	2,151.58	6,454.74	33,854.00	27,399.26	19.07
GG.9089.800.000. Other Employee Benefits (EAP)	0.00	73.00	898.00	825.00	8.13
GG.9089.801.000. Other Employee Benefits (Uniforms)	50.62	142.97	650.00	507.03	22.00
GG.9710.600.000. Debt Principal, Serial Bonds	0.00	106,660.00	282,623.00	175,963.00	37.74
GG.9730.600.000. Debt Principal, BAN	92,500.00	92,500.00	95,000.00	2,500.00	97.37
GG.9730.700.000. Debt Int, BAN	0.00	0.00	90,728.00	90,728.00	0.00
Total Expenses	149,763.43	387,174.16	1,268,597.00	881,422.84	30.52
Excess Revenue Over (Under) Expenditures	\$ (44,292.54)	\$ (48,826.14)	\$ 0.00	\$ (1,811,671.82)	\$ 0.00

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
HH.3897.000.029. St Aid, Culture & Rec-Capital Proj	\$ 0.00	\$ 344,108.68	\$ 0.00	\$ 344,108.68	\$ 0.00
Total Revenues	0.00	344,108.68	0.00	344,108.68	0.00
Expenses					
HH.7997.200.029. Other Culture And Recreation	100.00	350.00	0.00	(350.00)	0.00
Total Expenses	100.00	350.00	0.00	(350.00)	0.00
Excess Revenue Over (Under) Expenditures	\$ (100.00)	\$ 343,758.68	\$ 0.00	\$ 344,458.68	\$ 0.00

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
HH.3990.000.031. St Aid, Sewer Cap Proj	\$ 0.00	\$ 756,025.65	\$ 0.00	\$ 756,025.65	\$ 0.00
Total Revenues	0.00	756,025.65	0.00	756,025.65	0.00
Expenses					
HH.1420.200.031. Law, Equip & Cap Outlay	189.00	(34.86)	0.00	34.86	0.00
HH.1440.200.031. Engineer, Equip & Cap Outlay	118,177.00	136,924.84	0.00	(136,924.84)	0.00
HH.7997.200.031. Other Culture And Recreation	620.00	1,270.00	0.00	(1,270.00)	0.00
Total Expenses	118,986.00	138,159.98	0.00	(138,159.98)	0.00
Excess Revenue Over (Under) Expenditures	\$ (118,986.00)	\$ 617,865.67	\$ 0.00	\$ 894,185.63	\$ 0.00

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
HH.3897.000.032. St Aid, Culture & Rec-Capital Proj	\$ 0.00	\$ 24,197.55	\$ 0.00	\$ 24,197.55	\$ 0.00
Total Revenues	0.00	24,197.55	0.00	24,197.55	0.00
Expenses					
HH.1440.200.032. Engineer, Equip & Cap Outlay	514,222.01	532,888.40	0.00	(532,888.40)	0.00
HH.7997.200.032. Other Culture And Recreation	42.50	682.50	0.00	(682.50)	0.00
Total Expenses	514,264.51	533,570.90	0.00	(533,570.90)	0.00
Excess Revenue Over (Under) Expenditures	<u>\$ (514,264.51)</u>	<u>\$ (509,373.35)</u>	<u>0.00</u>	<u>\$ 557,768.45</u>	<u>\$ 0.00</u>

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
HH.3990.000.033. St Aid, Sewer Cap Proj	\$ 439,752.60	\$ 504,315.37	\$ 0.00	\$ 504,315.37	\$ 0.00
Total Revenues	439,752.60	504,315.37	0.00	504,315.37	0.00
Expenses					
HH.1440.200.033. Engineer, Equip & Cap Outlay	70,451.36	71,811.36	0.00	(71,811.36)	0.00
Total Expenses	70,451.36	71,811.36	0.00	(71,811.36)	0.00
Excess Revenue Over (Under) Expenditures	\$ 369,301.24	\$ 432,504.01	\$ 0.00	\$ 576,126.73	\$ 0.00

Statement of Activity - MTD and YTD by Fund w/ Variance
Village of Clayton
For 8/31/2023

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	M-T-D Actual	Y-T-D Actual	Annual Budget	Variance	Variance Percentage
Revenues					
Total Revenues	0.00	0.00	0.00	0.00	0.00
Expenses					
HH.1440.200.034. Engineer, Equip & Capital Outlay	173,109.00	173,109.00	0.00	(173,109.00)	0.00
HH.7997.200.034. Other Culture & Rec, Equip & Cap Outlay	300.00	400.00	0.00	(400.00)	0.00
Total Expenses	173,409.00	173,509.00	0.00	(173,509.00)	0.00
Excess Revenue Over (Under) Expenditures	\$ (173,409.00)	\$ (173,509.00)	\$ 0.00	\$ 173,509.00	\$ 0.00

Village of Clayton
Cash Summary
August 2023

Cash Summary			GENERAL LEDGER				BANK ACCOUNTS				
FUND #	No.	FUND ACCOUNT	7/31/23 BALANCES	DEBITS	CREDITS	8/31/23 BALANCES	Cons. Ckg. WSB #0043	Capital WSB #0146	NYCLASS	Payroll WSB #0044	Petty Cash
A	200	CASH - CHECKING	2,878,776.64	105,838.81	143,811.96	2,840,803.49	2,826,866.82			13,936.67	
A	200	CASH - CHECKING CAPITAL	-	-	-	-		-			
A	201.2	CASH - SAVINGS	117,546.40	517.85	-	118,064.25			118,064.25		
A	210	PETTY CASH	100.00	-	-	100.00					100.00
FX	200	CASH - CHECKING	82,642.86	70,407.54	24,425.20	128,625.20	128,625.20				
FX	200	CASH - CHECKING CAPITAL	642,338.73	-	-	642,338.73		642,338.73			
FX	201	CASH - SAVINGS	-	-	-	-	-				
FX	231	Special Reserves	466,048.06	2,053.13	-	468,101.19			468,101.19		
G	200	CASH - CHECKING	(165,255.15)	103,306.27	149,763.43	(211,712.31)	(211,712.31)				
G	200	CASH - CHECKING CAPITAL	-	-	-	-		-			
G	201	CASH - SAVINGS	-	-	-	-	-				
G	231	Special Reserves	491,358.52	2,164.62	-	493,523.14			493,523.14		
H-026	200	CASH - CHECKING	-	-	-	-					
H-027	200	CASH - CHECKING	(0.00)	-	-	(0.00)		(0.00)			
H-029	200	CASH - CHECKING	318,099.26	-	100.00	317,999.26	767,710.84	(449,711.58)			
H-030	200	CASH - CHECKING	8,281.01	-	-	8,281.01		8,281.01			
H-031	200	CASH - CHECKING	127,890.54	-	118,986.00	8,904.54		8,904.54			
H-032	200	CASH - CHECKING	1,840,605.23	-	514,264.51	1,326,340.72		1,326,340.72			
H-033	200	CASH - CHECKING	(232,405.39)	439,752.60	70,451.36	136,895.85		136,895.85			
H-034	200	CASH - CHECKING	686,624.44	-	173,409.00	513,215.44		513,215.44			
T&A	200	CASH - CHECKING	36,404.41	89,974.05	89,533.30	36,845.16				36,845.16	
General Ledger Balance			7,299,055.56	814,014.87	1,284,744.76	6,828,325.67	3,511,490.55	2,186,264.71	1,079,688.58	50,781.83	100.00
BANK RECONCILIATION											
BANK STATEMENT BALANCES PLUS PETTY CASH						6,925,868.65	3,784,495.15	2,010,700.26	1,079,688.58	50,884.66	100.00
DEPOSITS IN TRANSIT						13,364.17	13,364.17				
OUTSTANDING CHECKS (Schedule attached)						(107,973.66)	(107,338.75)	-		(634.91)	
IDENTIFIED DIFFERENCES TO BE ADJUSTED						(2,933.49)	(2,933.49)				
OUTSTANDING TRANSFER						0.00	(176,096.54)	175,564.46	-	532.08	
SHOULD EQUAL BALANCE IN GL						6,828,325.67	3,511,490.54	2,186,264.72	1,079,688.58	50,781.83	100.00
DIFFERENCE						0.01	0.01	(0.00)	-	0.00	-

Village of Clayton
Period To Date Actual + Closing Ledger for Period Ending 8/31/2023

<u>Account</u>	<u>Date</u>	<u>Source</u>	<u>JE Reference</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
AA.0200.000.000. Cash Beginning Balance							2,878,776.64
	08/2023	A/P		Summary	0.00	143,811.96	2,734,964.68
	08/2023	C/R		Summary	105,838.81	0.00	2,840,803.49
AA.0200.000.000. Cash Ending Balance					105,838.81	143,811.96	2,840,803.49
AA.0201.000.000. Cash Savings Beginning Balance							117,546.40
	08/2023	G/L		Summary	517.85	0.00	118,064.25
AA.0201.000.000. Cash Savings Ending Balance					517.85	0.00	118,064.25
AA.0210.000.000. Petty Cash Beginning Balance							100.00
AA.0210.000.000. Petty Cash Ending Balance					0.00	0.00	100.00
FX.0200.000.000. Cash Beginning Balance							724,981.66
	08/2023	A/P		Summary	931.70	24,425.20	701,488.16
	08/2023	C/R		Summary	69,475.84	0.00	770,964.00
FX.0200.000.000. Cash Ending Balance					70,407.54	24,425.20	770,964.00
FX.0231.000.000. Cash Time Deposit Special Reserve Beginning Balance							466,048.06
	08/2023	G/L		Summary	2,053.13	0.00	468,101.19
FX.0231.000.000. Cash Time Deposit Special Reserve Ending Balance					2,053.13	0.00	468,101.19
GG.0200.000.000. Cash Beginning Balance							(165,255.14)
	08/2023	A/P		Summary	20,696.17	149,763.43	(294,322.40)
	08/2023	C/R		Summary	82,610.10	0.00	(211,712.30)
GG.0200.000.000. Cash Ending Balance					103,306.27	149,763.43	(211,712.30)
GG.0231.000.000. Cash In Time Deposit Special Reserve Beginning Balance							491,358.52
	08/2023	G/L		Summary	2,164.62	0.00	493,523.14
GG.0231.000.000. Cash In Time Deposit Special Reserve Ending Balance					2,164.62	0.00	493,523.14
HH.0200.000.029. Cash Beginning Balance							318,099.26
	08/2023	A/P		Summary	0.00	100.00	317,999.26
HH.0200.000.029. Cash Ending Balance					0.00	100.00	317,999.26
HH.0200.000.030. Cash Beginning Balance							8,281.01
HH.0200.000.030. Cash Ending Balance					0.00	0.00	8,281.01
HH.0200.000.031. Cash Beginning Balance							127,890.54
	08/2023	A/P		Summary	0.00	118,986.00	8,904.54
HH.0200.000.031. Cash Ending Balance					0.00	118,986.00	8,904.54
HH.0200.000.032. Cash Beginning Balance							1,840,605.23
	08/2023	A/P		Summary	0.00	514,264.51	1,326,340.72
HH.0200.000.032. Cash Ending Balance					0.00	514,264.51	1,326,340.72
HH.0200.000.033. Cash Beginning Balance							(232,405.39)
	08/2023	A/P		Summary	282,806.50	70,451.36	(20,050.25)
	08/2023	C/R		Summary	156,946.10	0.00	136,895.85
HH.0200.000.033. Cash Ending Balance					439,752.60	70,451.36	136,895.85

<u>Account</u>	<u>Date</u>	<u>Source</u>	<u>JE Reference</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
HH.0200.000.034. Cash Checking Beginning Balance							686,624.44
08/2023	A/P			Summary	0.00	173,409.00	513,215.44
HH.0200.000.034. Cash Checking Ending Balance					0.00	173,409.00	513,215.44
TA.0200.000.000. Cash Beginning Balance							36,404.41
08/2023	A/P			Summary	89,698.05	89,533.30	36,569.16
08/2023	C/R			Summary	276.00	0.00	36,845.16
TA.0200.000.000. Cash Ending Balance					89,974.05	89,533.30	36,845.16
Report Total					814,014.87	1,284,744.76	6,828,325.75



PO Box 2581
Liverpool, New York 13089
585.215.1330
LocalGovSupport.com

September 19, 2024

Norma Zimmer, Mayor
Village of Clayton
425 Mary Street
PO Box 250
Clayton, NY 13624

Dear Mayor Zimmer:

We are pleased to submit the following engagement letter for accounting services in the Village of Clayton. This letter, along with Attachment A, will outline our understanding of the terms and conditions of this engagement and the nature and limitation of the services we will provide.

Scope of Services

We will provide the following services:

Annual Accounting Support – Fiscal Year 2024

1. Access and support for 4 users on AccuFund Accounting Suite
2. Payroll processing platform with ADP Run and support
3. Monthly reconciling support and reporting
4. Support to Treasurer for debt service borrowings, capital project accounting
5. Support to Clerk for tax collection reconciliation
6. Annual 1099 preparation and filing
7. Closing the accounting records at year end from cash basis to modified accrual.
8. Preparation of Annual Financial Report and notes that explain the content of the report.
9. Support responding to NYS OSC AUD review
10. Assistance with preparation of annual budgets and complying with NYS Tax Cap and Constitutional Debt Limit filings

Access to Documents/Information

In order for us to efficiently and properly complete the Services hereunder, we may require access to the following documents and information concerning your organization:

- Remote read-only access to bank accounts
- Access to budgets and minutes
- Access to contracts and invoices
- Access to NYS electronic reporting
- Access to abstracts, vouchers, invoices and other accounting data
- Copies of grants, bonds and other debt related transactions
- Copies of other basic documents reflecting your financial transactions

Failure by your organization to provide all necessary documents and information, and to do so in a timely manner, will impede LGSS's services and may require LGSS to suspend or withdraw from the engagement. You agree and acknowledge that you will be responsible for any effect on the Services, including any losses or errors which may occur, as a result of failure to provide the required documents.

All documentation and information belonging to your organization, which is made known to LGSS as a result of the provision of Services hereunder, shall be held in complete confidence by LGSS and shall not be disclosed to any third-party, except as otherwise required by law.

Fees

A. Annual Accounting Support

- Our fee will be \$41,000 for specified services noted under "Scope of Services" from October 1, 2023 – May 31, 2024. We will bill you in equal monthly installments of \$4,812.50. This is based on 268 hours of annual support at a discounted rate of \$125/hour and passing on our discounted licensing and processing fees for the AccuFund accounting suite and payroll processing using our platform with ADP Run. Should the Village require support beyond 268 hours then those hours will be billed monthly at our standard hourly rates.

B. Work outside the scope of this engagement

Work outside the scope of this engagement will be billed monthly at our standard hourly rates (see below).:

- | | |
|-------------------------|----------------|
| • Senior Client Manager | \$165 per hour |
| • Client Manager | \$105 per hour |
| • Payroll Specialist | \$95 per hour |
| • Associates | \$85 per hour |

Our Responsibilities for the Preparation of Reports

The objective of our engagement is to prepare reports in accordance with accounting principles required by the Office of the New York State Comptroller (the AUD) based on information provided by you.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial reports.

Our engagement cannot be relied upon to identify or disclose any omissions, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Municipality or noncompliance with laws and regulations

Management Responsibilities for the Preparation of Reports

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the reports in accordance with accounting principles required by the Office of the New York State Comptroller (the AUD). Management has the following overall responsibilities that are fundamental to our undertaking the engagement:

- 1) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the reports that are free from material misstatement, whether due to fraud or error.
- 2) The prevention and detection of fraud.
- 3) To ensure that the Town complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial reports.
- 5) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial reports,
 - Additional information that may be requested for the purpose of the preparation of the financial reports, and
 - Unrestricted access to persons within the Town with whom we determine it necessary to communicate.

Billing Arrangements

Our standard practice is to invoice our fees on the 1st of the month. Amounts are due and payable upon receipt. If you wish to inquire about your billing or about the services that have been rendered, please call our office immediately upon receipt of the invoice. If no inquiry about the billing is received by LGSS within 10 days of issuance of an invoice, the invoice will automatically be deemed approved by the Municipality. Invoices that are unpaid 45 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent.

If an account has fees that are not paid in a timely manner, LGSS also reserves the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse LGSS for all our costs of collection, including without limitation, attorneys' fees. If LGSS elects to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our services. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses and internal charges incurred, through the date of termination. We know that you understand this concept and employ good fiscal procedures over your collections and, accordingly, we look forward to your cooperation and understanding.

Document Retention

It is LGSS's policy to retain engagement documentation for a period of seven years or three years from the termination of the engagement, whichever is later, after which time we will commence the process of destroying our engagement files. To the extent we accumulate any of the Municipality's original records during the engagement those documents will be promptly returned upon completion of the engagement.

Third-Party Claims

In the event LGSS is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of our engagement, the Town agrees to compensate us at our standard hourly rates then in effect for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Monroe and state of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Similarly, in the event we become obligated to pay any judgment, fine, penalty or similar award or sanction; agree to pay any amount in settlement; and/or incur any costs, as a result of any claim, investigation or other proceeding instituted by any third party, including any governmental or quasi-governmental body, and if such obligation is a direct or indirect result of any inaccurate or incomplete information provided to us by the Town, whether intentionally or negligently, and not any failure on LGSS's part to comply with professional standards, the Town shall indemnify and defend us against all such obligations, agreements and/or costs, including payment of all attorneys' fees incurred by LGSS.

We appreciate the opportunity to provide you this unique opportunity for both your organization and our firm. We believe that it will ultimately prove beneficial for both parties. If you have any questions or would like additional information please don't hesitate to call.

Very truly yours,

LOCAL GOVERNMENT SUPPORT SERVICES, LLC



By: _____
Tina M DeNigro, CEO

VILLAGE OF CLAYTON

By: _____
Norma Zimmer, Mayor

Date: _____

ATTACHMENT "A" TO LGSS ENGAGEMENT LETTER

TERMS AND CONDITIONS

1. **Term and Termination.** Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party not less than thirty (30) days before the effective date of termination. In addition, LGSS may terminate the Agreement immediately if LGSS reasonably determines that LGSS is unable to perform the Services in accordance with applicable professional standards or applicable law, in the event of non-payment by the Municipality for the Services rendered, or in the event of insolvency or bankruptcy by the Municipality. In the event of termination pursuant to this paragraph, the Municipality agrees to compensate LGSS for Services performed and expenses incurred through the effective date of termination, whether the Services have been completed.
2. **Indemnification and Limitation of Liability.** In addition to the obligations set forth in the Engagement Letter provision entitled "Third Party Claims", the Municipality agrees to indemnify, hold harmless and defend LGSS and its members, partners, employees and agents from and against any and all claims, liabilities or expenses relating to the Services (collectively, the "Claims") in contract, statute or tort. You agree that the LGSS shall not be liable to you for any Claims in contract, statute or tort for an aggregate amount in excess of the fees paid by you to LGSS pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence or intentional misconduct of any member of the LGSS. In no event shall the LGSS Group be liable for consequential, special, indirect, incidental, punitive or exemplary losses or damages relating to this Agreement. You further agree to release, hold harmless and indemnify any and all members of LGSS from any liability and costs relating to our Services under this Agreement attributable to any misrepresentations by you. These indemnification, hold harmless and limitation on liability provisions shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise.
3. **Third Parties and Internal Use.** Except as otherwise agreed, all Services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between LGSS and any person or party other than you ("Third Party"). This engagement is not intended for the express or implied benefit of any Third Party. No Third Party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports or other Services of LGSS. You are, however, authorized to disclose any and all aspects of our advice, opinions, reports or other Services to any persons without limitation. Since our advice, opinions, reports or other Services are solely for your benefit and are not to be relied upon by others, you must inform anyone to whom you make disclosures that they may not rely upon our advice, opinions or reports without our written consent.
4. **Information and Data.** LGSS shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by you and your representatives will be complete and accurate to the best of your knowledge. LGSS may use information and data furnished by others; however, LGSS shall not be responsible for, and LGSS shall provide no assurance regarding, the accuracy or completeness of any such information or data. Except as specifically provided, LGSS shall not assume any responsibility for any financial reporting with respect to the Services provided hereunder. You shall be responsible for all financial information and reports provided with respect to any Services performed hereunder. LGSS shall have no responsibility to address any legal matters or questions of law or for identifying any errors, fraud or other illegal acts that may exist. The services we provide will be provided in full reliance upon data and information provided by the Municipality or other sources.
5. **Advice and Services.** The Municipality shall not rely on any LGSS advice, opinions, information, reports and other communications.
6. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.
7. **Email Communication.** In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or

disclosure of confidential information.

8. Electronic Transmission. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.
9. Severability. If any portion of this Agreement, including without limitation any portion of this Agreement addressing dispute resolution, indemnification or limitation of liability, is held to be void, invalid or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.
10. Independent Contractor. LGSS and you acknowledge that the relationship between the parties to this Agreement are exclusively that of an independent contractor and that LGSS's obligations to you are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any Third Party nor otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.
11. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of New York and any actions or proceedings arising herefrom shall be venued in a court of competent jurisdiction in Monroe County, New York or in the United States District Court for the Western District of New York, located in Rochester, New York.
12. Notices. Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

If to LGSS:	Local Government Support Services LLC Attn: Tina DeNigro PO Box 2581 Liverpool, NY 13089
If to Town:	Village of Clayton Attn: Norma Zimmer 425 Mary Street PO Box 250 Clayton, NY 13624
13. Legal Counsel. Both parties acknowledge and agree that they participated equally in the review and negotiation of this Agreement and that both parties had the opportunity to seek legal counsel and review of this Agreement and the party's obligations hereunder. Therefore, if there is any dispute over any term of this Agreement, there shall be no presumption in favor of or against either party as the drafter.
14. Entire Agreement. The Engagement Letter and this Attachment "A" between LGSS and the Municipality set forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. However, to the extent that any of the provisions of the Engagement Letter conflict with this Attachment "A", this Attachment "A" will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

ARPA AWARD 188,102.00

Expenditures

Westelcom	1,845.00	1st Round
CCNNY	5,092.99	1st Round
CCNNY	2,063.40	1st Round
Library	10,000.00	2nd Round
Chamber (Bass Tourn)	30,000.00	2nd Round
Paynter Senior Center	5,000.00	2nd Round
Youth Comm	10,000.00	2nd Round
Total	<u>64,001.39</u>	

Balance at 3/8/2023 124,100.61

Tennis Courts	\$15,000.00	2nd Round
Parking Traffic Study	\$12,000.00	2nd Round
Lions Field	<u>\$10,000.00</u>	2nd Round
Total	<u>\$37,000.00</u>	

Roof in Spring 2024 (87,100.61)

Expenditures FYE 2024

Barton & Loguidice	08/14/2023	\$1,884.50	Traffic Study
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