

Town Supervisor
Lance Peterson
Town Board Members
Kenneth Knapp
Donna J. Patchen
James Kenney
Kathleen LaClair



Town of Clayton
405 Riverside Drive
Clayton, New York 13624
Telephone: (315) 686-3512
Fax: (315) 686-2651
www.townofclayton.com

Town Clerk
Megan Badour

TOWN BOARD WORKSHOP MEETING AGENDA

Friday, December 29, 2023 • 8:00am • Town Hall

1. **Pledge of Allegiance**
2. **Town Board Workshop Meeting**
 - A. **Town Clerk**
 - i. *Correspondence* that Needs Recording
 - ii. *Minutes* from 12/15/2023 Meeting
 - B. **Public: Comment on Agenda Items**
 - C. **Workshop Discussion Items:**
 - i. Abstract #13 2023 in the amount of \$812,714.52
 - ii. Authorize Prepay Expenses
 - iii. Investment Policy Revision
 - iv. Employee Handbook Update
 - v. GIS Hosting Contract Renewal
 - vi. Requesting Purchase of Mulching Head for \$24,500.00
3. **General Discussion Items**
 - i. Resignations & Appointments
 - a. Mariah Laclair- FT Clerk \$21.00/hr Effective 1/1/2024
 - b. Pat McCarron- Resignation from FT Laborer Effective 12/31/2023
 - c. Pat McCarron- Assistant Recreation Supervisor \$26.31/hr Effective 1/1/2024
 - d. Kyle Delaney- Laborer \$21.48/hr Effective 1/1/2024
4. **Adjournment** **Next Meeting:** *Wednesday, January 11, 2023 @ 5:00pm Cerow Rec Park Arena*

NEW YORK STATE OFFICE OF GENERAL SERVICES
NOTICE OF APPLICATION FOR USE OF LAND UNDERWATER
PURSUANT TO THE PUBLIC LANDS LAW
ARTICLE 6 -- SECTION 75 (7b)
MARINAS, BOATHOUSES, LARGE DOCKS, DOCKS WITH MORE THAN 5 SLIPS

Check one:

- Existing facility
 Expansion of existing facility
 New facility

In the Matter of the Application of BAYSIDE MARINA:

for a grant of license in lands under the waters of St. Lawrence River NOTICE OF APPLICATION

(Town) (City) (Village) Clayton County of Jefferson:

TO: CLAYTON TOWN CLERK

You are hereby notified that it is the intention of the undersigned to apply on the 18th

day of Dec, 20 23, to the Commissioner of General Services, Albany, New York, for a grant of license, pursuant to the provisions of Section 75, Subdivision 7(b), of the Public Lands Law in under water land of the State of New York, described as follows (insert brief description of proposed license area including dimensions and use):

Addition of 3: 5: 24' x 4' docks at end of dock A
- 2: 24' x 4' " within ramp area.
- 4: 20' x 4' " new dock E (non-license
- New dock E: 230' x 5' " " area)

If you have any questions please call us at
315-727-0157, Thank You, Happy Holidays
Marla

If you believe yourself to be adversely affected by reason of such grant of license to the undersigned, you should, on or before the above date, file with the Commissioner of General Services, Albany, New York, your written objection and your reason for opposing the granting of such license.

The adjacent upland of the undersigned is located at:

1044 State St. Clayton NY 13624

Dated: Dec 17, 20 23

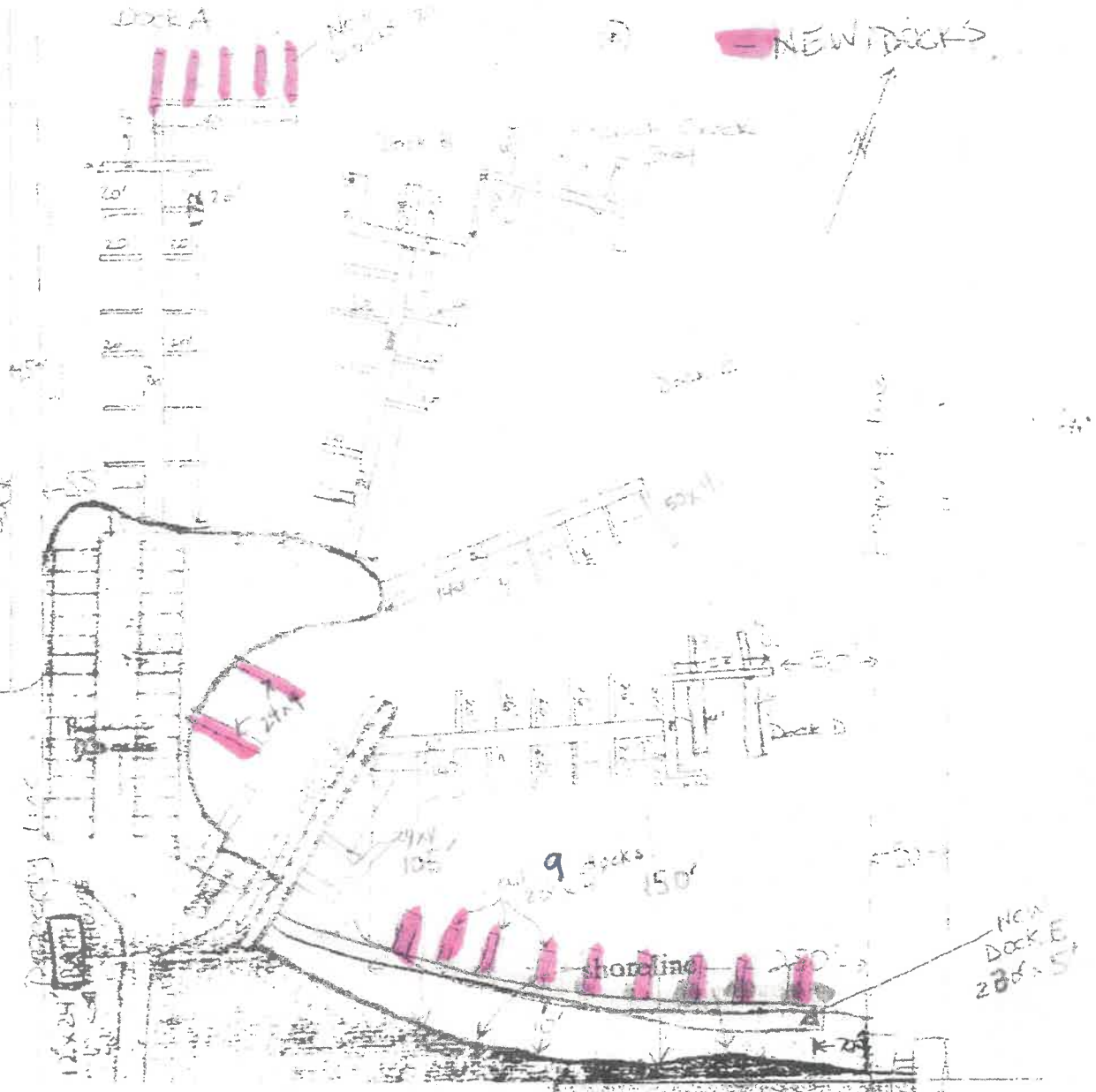
A. Co.
Applicant

Post Office Address: 5301 Hoag Ln
Fayetteville NY 13066

WHISKEY RIVER DINNER

Whiskey River : Dinner

EXISTING DOCK SPREADS PART DOCK
AND THERE IS A GAP AT THE END. THE
ALMOST ALL DOCK FROM HERE



COURTEN, REEFER, LLC
DA Worksheet No. 2008041000
Jefferson County, New York, 12000-0000

OWNER:
VANI P MEHRA

VANI
MEHRA

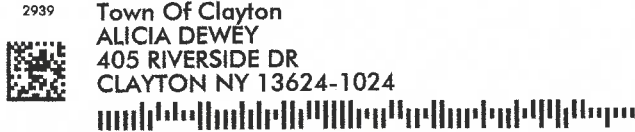


formerly
MARATHON ENERGY

62-01 34th Avenue, Woodside, NY 11377

NOTICE REGARDING ASSIGNMENT TO CONSTELLATION

December 1st, 2023



2939 Town Of Clayton
ALICIA DEWEY
405 RIVERSIDE DR
CLAYTON NY 13624-1024

Dear Customer,

Please accept this letter as notice that Energo Power & Gas LLC ("Energo") has entered into an Asset Purchase Agreement with Constellation NewEnergy Inc. ("Constellation") pursuant to which Energo's active electricity account(s) will be assigned to Constellation. This assignment includes the electricity account(s) of your contract with Energo, per its rights of assignment provided for in its Contract with you.

There will be no change in the price, terms or conditions of service as set forth in your Contract with Energo as a result of this transfer. **You do not need to take any action.**

The effective date of the transfer is approximately the first complete billing cycle on or after January 1st, 2024. Several conditions must be met before the closing of the transaction and the assignment of your contract can occur. If the satisfaction of any such conditions is delayed, there is the possibility the closing of the transaction and the assignment of your contract could occur at a date later than set forth above.

Constellation is an established energy services company and has an excellent reputation. We are confident you will be well served by your new provider. Their contact information is as follows:

Constellation NewEnergy Inc.
PO Box 4911
Houston, Texas 77210-4911
Home@constellation.com (Residential)
customercare@constellation.com (Small Business & C&I)
855-465-1244 (Residential)
844-636-3749 (Small Business & C&I)

Energo remains committed to its natural gas and petroleum business, and we look forward to continuing to supply all your needs in that regard.

We thank you for your business and should you have any questions, please do not hesitate to contact us at 888-378-9898 or customerservice@energo.com.

Sincerely,

Jerry Drenis
President & CEO

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

**IN THE MATTER OF THE FORECLOSURE OF 2021
TAX LIENS BY PROCEEDING IN REM PURSUANT
TO ARTICLE ELEVEN OF THE REAL PROPERTY
TAX LAW BY THE COUNTY OF JEFFERSON.**

**PERSONAL NOTICE OF
COMMENCEMENT OF
FORECLOSURE
PROCEEDING**

INDEX NO.
EF2021-00003356

To the party to whom the enclosed is addressed:

You are presumed to own or have legal interest in one or more of the parcels of real property described on the **ENCLOSED NOTICE OF FORECLOSURE AND PETITION OF FORECLOSURE.**

A proceeding to foreclose on such property based upon the failure to pay real property taxes has been commenced. Foreclosure will result in the loss of ownership of such property and all rights in that property.

To avoid loss of ownership or of any rights in the property, all unpaid taxes and other legal charges must be **RECEIVED BY THE COUNTY TREASURER ON OR PRIOR TO FRIDAY, MARCH 15, 2024, at 5:00 PM**, or you must interpose a duly verified answer in the proceeding. You may make payment by bringing or sending a certified check, cashier's check or money order to: "Jefferson County Treasurer" Jefferson County Office Building, 175 Arsenal Street, Watertown, New York 13601.


Payments should be made payable to the "Jefferson County Treasurer" in the amount of all unpaid taxes and legal charges due as of the date of payment. Please note that pursuant to New York Real Property Tax Law § 1112, tax liens on a parcel "...must be redeemed in reverse chronological order, so that the lien with the most recent lien date is redeemed first, and the lien with the earliest

lien date is redeemed last.” For information regarding the total amount due on any given parcel, you may contact the Tax Enforcement Office (315) 785-5116; or the Jefferson County Treasurer at (315) 785-3055. You may wish to contact an attorney to protect your rights.

After **FRIDAY, MARCH 15, 2024**, a court will transfer the title of the property to the County of Jefferson by means of a court judgment.

Should you have any question regarding this notice, please call the staff of the Tax Enforcement Office at (315) 785-5116.

DATED: December 7, 2023



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer
Jefferson County Office Building
175 Arsenal Street
Watertown, New York 13601
Telephone: 315-785-5116

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

**IN THE MATTER OF THE FORECLOSURE OF
2021 TAX LIENS BY PROCEEDING IN REM
PURSUANT TO ARTICLE ELEVEN OF THE REAL
PROPERTY TAX LAW BY THE COUNTY OF
JEFFERSON.**

**NOTICE OF FORECLOSURE
&
PETITION OF
FORECLOSURE**

**INDEX NO.
EF-2021-00003356**

THE ABOVE CAPTIONED PROCEEDING is hereby commenced to enforce the payment of delinquent 2021 taxes or other lawful charges which have accumulated and become liens against certain property. **The parcels to which this proceeding applies are attached and incorporated herein as Exhibit A.**

PLEASE TAKE NOTICE that on the 7th day of December, 2023, David J. Paulsen, Jefferson County Attorney and Tax Enforcement Officer, hereinafter, the “Enforcing Officer,” of Jefferson County, hereinafter the “Tax District,” pursuant to the law, filed with the Clerk of Jefferson County, a petition of foreclosure against various parcels of real property for unpaid taxes.

Effect of Filing: All persons having or claiming to have an interest in the real property described in this petition are hereby notified that the filing of this petition constitutes the commencement by the Tax District of a proceeding in the Court specified in the caption above to foreclose each of the tax liens therein described by a foreclosure proceeding in rem.

Nature of Proceeding: Such proceeding is brought against the real property only and is to foreclose the tax liens described in such petition. No personal judgment will be entered herein for such taxes or other legal charges or any part thereof.

Persons Affected: This notice is directed to all persons owning or having or claiming to have an interest in the real property described in Exhibit "A". Such persons are hereby notified further that a duplicate of this Notice and Petition has been filed in the office of the Enforcing Officer of the Tax District and will remain open for public inspection up to and including the date specified below as the last day for redemption.

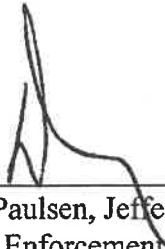
Right of Redemption: Any person having or claiming to have an interest in any such real property and the legal right thereto may on or before **FRIDAY, MARCH 15, 2024**, redeem the same by paying the amount of **ALL SUCH UNPAID TAX LIENS THEREON, INCLUDING ALL INTEREST AND PENALTIES AND OTHER LEGAL CHARGES** which are included in the lien against such real property, computed to and including the date of redemption. *Such payments shall be made to "JEFFERSON COUNTY TREASURER." Jefferson County Office Building, 175 Arsenal Street, Watertown, New York.* Payment must be either by certified check, cashier's check or money order. In the event that such taxes are paid by a person other than the record owner of such real property, the person so paying shall be entitled to have the tax liens affected thereby satisfied of record.

Last day for redemption: The last day for redemption is hereby fixed as **FRIDAY, MARCH 15, 2024 at 5:00 PM.**

Service of an Answer: Every person having any right, title or interest in or lien upon any parcel of real property described in such petition may serve a duly verified answer upon the attorney for the Tax District setting forth in detail the nature and amount of his or her interest and any defense or objection to the foreclosure. Such answer must be filed in the office of the County Clerk and served upon the attorney for the Tax District on or before the date above mentioned as the last day for redemption.

Failure to redeem or answer: In the event of failure to redeem or answer by any person having the right to redeem or answer, such person shall be forever barred and foreclosed of all his or her right, title and interest and equity of redemption in and to the parcel described in such petition and a judgment in foreclosure may be taken by default.

DATED: December 7, 2023



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer
Jefferson County Office Building
175 Arsenal Street
Watertown, New York 13601
Telephone: 315-785-5116

VERIFICATION

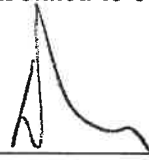
STATE OF NEW YORK:

ss:

COUNTY OF JEFFERSON:

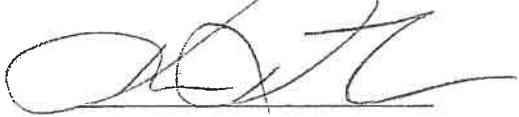
DAVID J. PAULSEN, being duly sworn, deposes and says:

That he is County Attorney and Tax Enforcement Officer for the County of Jefferson and is authorized to originate the above-entitled proceeding, and is acquainted with the facts and circumstances therein; that he has read the foregoing petition and knows the contents thereof; that the same is true to his knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer

Sworn to before me this 7th
day of December, 2023.



Notary Public

KARI K. FAHRENBACH
Notary Public, State of New York
No. 02FA628531
Qualified in Jefferson County
My Commission Expires July 8, 2025

EXHIBIT "A"

FILED: JEFFERSON COUNTY CLERK 12/07/2023 02:50 PM

Town of Adams				Durgan, Kathryn Yvonne & Lyndon
108.05-2-15	Amell, Robert W. & Amell, Adrienne L.		13339 US Rte 11	
113.29-1-37	Berger, Thomas W.		18 Roberts St	
113.37-1-60	Casey, Anthony & Casey, Cassandra		33 Spring St	
112.44-1-2	Johnston, Keith		27 Grove St	
108.05-2-75	Kocyla, Jeremiah J.		18559 NYS Rte 177	
108.05-1-48	Nowlin, Wyndell W. & Nowlin, Jessica C.		13167/169 US Rte 11	
112.36-3-10	Rawlins, John E. & Rawlins, Kristy G.		17 N Main St	
108.10-1-4	Richardson, Christopher A. & Richardson, Alice P.M.		18975 Minkler Rd	
99.00-1-77.5	Thomas, Lydia M.		13432 Co Rte 75	
Town of Alexandria				
3.12-1-20	Campbell, Harrison L. & Campbell, Marion		Off Wintergreen	
4.00-1-25	Cashman, Michael R. Sr. & Cashman, Edward J. Jr. & Cashman, Cornelia J.		46704 NYS Rte 37	
7.22-2-51	Flinn, Mark R. & Flinn, Linda E.		44 High St	
3.18-1-33.5	Hibbert, Kelly Louise		47007 Dingman Pt Rd	
8.00-2-52.1	McCauley, Judith & Landon, Shayne		27761 Co Rte 192	
15.06-2-19	Pavao, Pedro Junior		Mill St	
13.00-4-37.4	Shaw, Matthew E.		Bailey Settlement Rd	
6.08-1-17	Simmons, Gene		Co Rte 100	
14.15-1-84	Waterfowl Demolition Corp.		41023 Bearup Rd	
7.08-1-26	Wills, Robert H. & Streeter, Steven H. & Streeter, Cathy J		46121 Olney Rd	
Town of Antwerp				
36.40-1-55	Allen, James A. & Allen, Michelle L.		8 Washington St	
17.00-2-50	Allende, Leonardo Modesto M D & Allende, Leonardo Miguel		Roy Dickson Rd	
17.00-2-30.3	Barbarito, Margaret		39216 Fox Ranch Rd	
36.41-1-18.6	Centerbar, Enos J. & Lasalle-Centerbar, Jesica		Lexington Ave.	
36.40-1-63	Eagar, Jeremy J.		122 Mechanic St	
24.00-2-22.5 Old #	Hart, Tyler		34385 Pulpit Rock Rd	
24.00-2-22.51 New #	Hart, Tyler		34385 Pulpit Rock Rd	
24.00-2-22.52 New #	Miller, Samuel and Eileen		Pulpit Rock Rd	
17.06-1-64	Hull, Joseph A.		37292 Co Rte 25	
36.33-1-36	Jordan, Thomas		18-20 Hoyt Ave	
25.00-1-7.1	Marshall, Gerard N.		39423/449 Co Rte 24	
35.00-1-11.1	Widrick, Dean J. & Sawyer, Julie E.		37556 Keyes Rd	
Town of Brownville				
73.00-2-2	Browne, Sheri C.		26163 Bonney Rd	
72.00-2-34.1	Earl, Suzanne		15543 Co Rte 59	

63.00-2-31.2	Frazier, Chad A.	W of NYS Rte 12
62.00-1-62.2	Green, Kelly J. & Green, Shellie A.	27112 Weaver Rd
62.18-1-37	JW Northeast Enterprises LLC	25939 Co Rte 59
72.07-1-35.1	Robbins, Michael & Robbins, Michele	16472 NYS Rte 12E
80.09-1-13.2	Tuttle, Keith R.	21344 Co Rte 59
72.66-3-2	Velazquez, Karen	401 W Grove St
73.11-1-30	Wood, Dillon & Wood, Morgan	20759 Reasoner Rd
Town of Cape Vincent		
49.00-1-2.24	Dibble, Kevin J. II & Stevens, Austin Lenora	30871 Co Rte 6
39.27-1-6	Dunlap, Amanda	3192 Carleton Island Rd 1
39.82-1-61.213	German, Paul & Mussot, Donald	333 Wiley Blvd
50.00-1-43.2	Jorgensen, Christian & Jorgensen, Kristen	30802 Burnt Rock Rd
40.09-1-56	Malinowski, Christopher M.	Old Farm Rd
49.13-1-12.34	Schmeer, Kyle Edward	Fuller Bay Dr
49.33-1-5.6	Tarzia, Ted M.	483 S Market St
Town of Champlion		
86.39-1-20	Boaz, Jeremiah	5 Lathrop St
76.00-2-7.41	McAvoy, James W. & Putnam, John R.	35609 Putman Hill Rd
76.00-2-7.42	McAvoy, James W. & Putnam, John R.	Putnam Hill Rd
86.39-2-45	Spencer, Mark F. & Spencer, Vickie L.	53 N Jefferson St
Town of Clayton		
20.48-1-41.2	Bruno, Dennis	226 Sherman Ave
31.00-2-10.52	Cipullo, Anthony J.	37450 Sylvester Rd
20.00-1-35	Clark, Robert & Clark, Laurie J.	17723 Co Rte 3
20.38-2-10	Duplice, LLC	228&230 John St
42.14-1-31.1	Estate of William B. Urdart Jr.	Co Rte 11
52.00-1-13.1	Forkey, Samuel G. II	31547 NYS Rte 12
20.18-2-31	Partridge, Dalton K.	37821 NYS Rte 12
19.00-1-46	Phyle, Charles E. II & Phyle, Bethany L.	40048 Papoose Is
30.00-3-31.1	Schafer, Hunter P.	12083/109 House Rd
20.08-1-24.1	Smith, Tyree B.	16903 Farr Ln
31.10-1-20.1	Strouse, James R.	36694 NYS Rte 12
30.00-2-4.41	Wirth, Gina	37014 NYS Rte 12E
Town of Ellisburg		
124.00-1-46.23	Caufield, Randy J.	2713 Co Rte 87
124.49-1-40	Estate of Justin T. Sackett a/k/a Justin Thomas Sackett	330 S Main St
129.00-2-32	Fuller, Shawn	16804 Hagen Rd

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111.20-1-80	Lillie, Elizabeth	7677 NYS Rte 289
111.14-1-27	Maitland, Christopher Robert	8664 Co Rte 78
116.08-1-53	O'Reilly, Patricia & O'Reilly, Matt	7328 Shore Dr
112.12-1-25.1	Smingler, Janette Ward & Smingler, Maude E.	9051 Grove St
118.00-2-12.31	Stevens, Albert C.	15037 Co Rte 91
112.00-1-28	Tiller, Stephen Jeffrey & Tourville, Donald James & Tourville, Brian Christopher	Co Rte 91
Town of Henderson		
97.00-1-6	Cunha, Richard M.	13810 Windmill Rd
98.11-1-21	Dudley, Judith M.	11133 Flatrock W
105.07-1-20	Gail W. Pikuët Testamentary Trust F/B/O Steve Pikuët & Pikuët, Dennis as Trustee	Military Rd
105.07-1-21	Gail W. Pikuët Testamentary Trust F/B/O Steve Pikuët & Pikuët, Dennis as Trustee	6719 Whites Bay Rd S
105.18-1-26.3	Holmes, James R. & Holmes, Martha J.	Sawyers Bay Rd
Town of Hounsfield		
89.00-2-50	Browne, Timothy	15618 Clark Rd
81.00-1-34.34	Filley, Alfred	21220 Filley Rd
81.00-1-34.31	Filley, Alfred & Alfred, Raymond	Evans Rd
81.17-1-19.1	LHuillier, Robert G. & LHuillier, Sandra B.	14164 Military Rd
88.43-2-18	Mayette, Kane & Stauffer, Stacy	428 Ambrose St
82.00-3-51	Munson, Reginald	Co Rte 61
72.19-1-41.1	Peck, Nicome Sprague	23144 Old State Rd
89.16-1-19	Roach, Linda J.	17740 Spencer Rd
90.00-5-42.21	Santiago, Cindy	18440 Co Rte 62
Town of Leray		
55.71-1-23	Bailline, Mike & Flack, Jessica	8707 N Main St
74.12-1-62	Bl Real Property LLC	24628 Sanford Corners Rd
74.12-1-70.1	Bl Real Property LLC	24428 US Rte 11
75.49-1-39.2	Burnham, Barbara A.	212 Maple St
55.70-1-20.3	Carnahan, Kimberly Thuy	8671 Cemetery Rd
44.00-3-18.37	Clark, Robert J. & Clark, Jayne M.	Countryman Rd
75.48-1-6.98	Estate of Anthony Mattis & Burnham, Barbara A.	113 Pine Dr
75.17-2-1.21 now part of		
75.17-2-1.22	Folino, Joseph & Folino, Jillian	22205 River Bend Dr
75.05-1-54	Laparr, Robert & Laparr, Linda	26688 NYS Rte 342
55.00-1-23.1	MacCue, Holly J. & Hess, Gregory A.	29592 Lashaw Rd
55.00-1-32.32	MacCue, Norris & MacCue, Kathy	29552/566 Lashaw Rd
55.00-1-32.6	MacCue, Norris Jr. & MacCue, Kathy	Lashaw Rd
55.64-1-1.91	O'Brien, James J.	8135 Schell Ave

55.64-1-1.2	Powell, Todd R. & Powell, Kylie JM	8810 N Main St
45.00-3-48.2	Rasmussen, Peter J.	32740 NYS Rte 37
55.00-1-1.4	Scheffner, Mark F. & Scheffner, Susan M.	30429 Co Rte 46
Town of Lorraine		
119.00-1-59.22	Fowler, Angela A. M.	22598 Waterville Rd
125.00-1-22.3	Moore, Michael L. Sr. & Moore, Darcy L.	Co Rte 92
113.00-2-13.163	Nichols, Robert & Hutchings, Kelly Jo & Russell, Joseph W.	8638/8646 Co Rte 97
Town of Lyme		
61.13-1-34	Fasano, Patrick J.	27335 Three Mile Pt Rd
70.11-3-51.33	Kowalski, Stephen B. & Kowalski, Judith K.	Failing Shores Ln
61.00-2-1.4	Pascal, Richard S. & Pascal, Lynn S.	27495 Three Mile Pt Rd
61.00-1-5	Richardson, Charles J. Jr.	10499 NYS Rte 12E
60.08-1-15	Thompson, Terra L.	8463 NYS Rte 12E
61.09-1-60	Wisner, Trusteee Virginia	27005 Three Mile Pt Rd
61.59-1-3	Woods, Donald Jr.	8203 Co Rte 125
Town of Orleans		
53.00-1-17.2	Cote, Ken	31087 NYS Rte 180
44.00-1-9.14	Durgan, Perry J. Jr.	33747 Shimmel Rd
32.11-2-2.116	Estate of Kelly J. Orvis	20528 Pine Ave
33.00-1-20.6	Mcdermott, Bruce A.	23282 Buttermilk Flat Rd
32.11-1-74	Scheffner, Mark F. & Scheffner, Susan M.	20384 NYS Rte 411
32.19-1-29	Smith, Ronald Roy & Smith, Dawn	21199 Buttermilk Flat Rd
32.19-1-33	Smith, Ronald Roy & Smith, Dawn	34632/646 Carter St Rd
32.19-1-34	Smith, Ronald Roy & Smith, Dawn	Carter St Rd
43.00-1-9	Smith, Ronald Roy & Smith, Dawn	Buttermilk Flat Rd
21.00-2-11	Webert, Jody A.	Whiskey St.
Town of Pamela		
74.18-1-50	Brown, Larry J.	23313/315 Co Rte 31
64.00-2-32.3	Cole, Steven M.	Sawdy Rd
74.09-1-14.1	Oya Land Holdings US LLC	24204 NYS Rte 12
44.00-2-4.2	Timmerman, Dale	32373 Perch Lake Rd
64.00-2-29	Visconti, Thomas J. & Visconti, Margaret M.	27641 NYS Rte 37
Town of Philadelphia		
46.06-1-1	Gleisner, Justin H.	34187 Holkins Rd
46.23-1-9	Gleisner, Justin H.	34187 Holkins Rd
Town of Rodman		
113.00-1-22.24	Berry, Stacey	9400 Co Rte 97

Cole, Walter Knox Jr.

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NYSCEF DOC. NO. 9

113.00-1-25.1	Berry, Stacey	9445 Co Rte 97	
114.00-1-57.1	Jock, Greg	Dobbins Rd	
108.00-1-18.28	Lewis, John & Monica	11737 Co Rte 97	
100.00-1-18.5	Schnauber, Michael R.	Co Rte 68	
101.20-1-16.1	Sweet, Keith	36041 Co Rte 69	
108.12-1-71	Thomas, Jody P.	12371 Co Rte 97	
Town of Rutland			
75.16-1-3	Austin, James E.	23831 Cemetery Rd	
102.07-1-15	Estate of Celestia A. McDonald	Odell Rd	
76.13-1-7	Kampney, Georgette & Kampney, Michael H.	31318 Co Rte 143	
75.12-1-52	Mack, Robert J.	30230 NYS Rte 3	
75.12-1-42	Pitcher, Amber R.	24015 Cemetery Rd	
92.14-1-18	Walters, George H. Jr.	17650 Cook Rd	Frezzo, Tony
Town of Theresa			
23.00-2-32.2	Amato, Peyton	39782 Indian Riv	
9.13-1-42.1 now part of			
9.13-1-43	Estate of Karl A. Klein Sr.	Harris Rd	Bonner, Karen & Paul
9.13-1-44 now part of			
9.13-1-43	Estate of Karl A. Klein Sr.	Harris Rd	Bonner, Karen & Paul
16.00-2-40	Ibbitson, Susan	42231 Sheley Rd	
9.00-2-6.5	Kesel, Joshua D.	45058 Hart Flats Rd	
34.11-1-17.2	Leonard, Richard A. Jr.	Indian Riv	
45.11-1-4	McAllister, Luke	Indian Riv	
34.00-2-36	Meacham, Rossi Alexander	Off NYS Rte 26	
23.79-1-9	Miller, Desmond L. & Cobbs, Latisha	413 Main St	Church of Manifestation
23.72-1-2.2	Miller, Desmond L. & Cobbs, Latisha E.	120 Ralston St	Church of Manifestation
23.72-1-2.4	Miller, Desmond L. & Cobbs, Latisha E.	Ralston St	Church of Manifestation
23.80-1-43	Miller, Desmond L. & Cobbs, Latisha E.	203-205 Main St	Church of Manifestation
23.80-2-5	Miller, Desmond L. & Cobbs, Latisha E.	113/115 Commercial St	Church of Manifestation
45.00-2-4.51	Olson, James M.	34661 Eddy Rd	
24.05-1-1.9	Precourt, Paul W. II & Precourt, Jaqueline E.	40030 Wood Duck Dr	
15.00-1-60.3	Slate, Alan J. & Slate, Robert J.	NYS Rte 37	
23.81-1-33	Towne, Brett	404 Mill St	
Town of Watertown			
100.07-2-17.1	Amelio, Patrick J.	US Rte 11	
91.00-1-27.33	Andrews, Scott J.	Swan Rd	
83.20-1-7	Booth, Priscilla G.	26068 Co Rte 49	Booth, Robert C.
83.11-1-24	Castor, Lee C. & Castor, Suzette M.	Off Ridge Rd	

82.20-1-11	Navarra, Michael J.	21455 Co Rte 63
82.08-1-2	Onondaga Development, LLC	NYS Rte 12F
91.09-1-25.2	Rice, Gina M. & Nadelen, Thomas M. II	18751 Co Rte 155
82.00-2-6.1	Sherman, Jerome A. & Sherman, Catherine E.	NW of Co Rte 63
90.00-6-27.2-701	Soderquist, John C. & Soderquist, Amy L.	N of Gillette Rd
83.12-1-14	Sweet, Edith V.	2580 Ridge Rd
73.20-1-2.4	Toped Development LLC	NYS Rte 12F
Town of Wilna		
68.00-1-30.1	Arnold, Myron	43448 Strong Rd
77.14-1-8.2	Baxter, Doreen K. & Baxter, Harry W.	23471 Boyd Rd
86.12-1-5	Butts, Linda	39295 NYS Rte 126
86.33-6-6	Camidge, Brian H. & Camidge, Cheryl J.	419 Sherman St
86.31-2-2	Company, Terry	845 W End Ave
78.00-1-49.2	Dunckel, Earl B. & Dunckel, Mary	Rogers Crossing Rd
78.00-1-1.1	Estate of Thomas E. Hollingsworth	39670 Selos Rd
86.40-2-39	H & S Property Professionals LLC	267 Grape Is
86.32-1-51	Hutchinson, Christi	554 W End Ave
68.00-1-45.2	Keegan, Robert J. & Keegan, Carrie B.	42050 Co Rte 41
58.00-1-13	Lawton, Robert C. Sr. & Lawton, Roger C. Jr. & Lawton, Victoria J.	43828 Lewisburg Rd
68.00-1-70.1	Lawton, Roger C. Jr.	43374 Avery Rd
77.14-1-17.4	Monaghan, Caine M. & Monaghan, Regina M.	23182 Boyd Rd
86.42-1-4	O'Brien, Donald N. & Estate of Arthur D. Gundersen	819 Beaver Ln
77.14-1-5.2	Ordway, William	23502 Boyd Rd
78.00-2-27.1	Orton, Paul Jr.	W of Stale Rd
76.26-1-39.1	Palladino, John & Palladino, Gladys & Filiatrault, Troy M.	34499 NYS Rte 3
86.33-5-26	Parker, Joseph J. & O'Driscoll, Stephen	514 Francis St
66.20-1-26	Rogers, Angelea	35398 Co Rte 36
77.00-1-34	Schermerhorn, Gary L.	38942 NYS Rte 3
58.00-1-10	Simmons, Katherine M.	Lewisburg Rd
86.40-2-17	Smith, Joseph R.	307 Church St
86.41-2-50	Valliere, William E. & Peters, George St.	447 S James St
Town of Worth		
126.00-1-14.3	Eckman, Travis K.	Bice Rd
114.00-2-7.4	Sliz, Josiah D. & Kolesar, Keturah R.	W of Co Rt 95
		Beers, Joel G.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

**IN THE MATTER OF THE FORECLOSURE OF 2020
TAX LIENS BY PROCEEDING IN REM PURSUANT
TO ARTICLE ELEVEN OF THE REAL PROPERTY
TAX LAW BY THE COUNTY OF JEFFERSON.**

**PERSONAL NOTICE OF
COMMENCEMENT OF
FORECLOSURE
PROCEEDING**

INDEX NO.
EF2020-00002299

To the party to whom the enclosed is addressed:

You are presumed to own or have legal interest in one or more of the parcels of real property described on the **ENCLOSED NOTICE OF FORECLOSURE AND PETITION OF FORECLOSURE.**

A proceeding to foreclose on such property based upon the failure to pay real property taxes has been commenced. Foreclosure will result in the loss of ownership of such property and all rights in that property.

To avoid loss of ownership or of any rights in the property, all unpaid taxes and other legal charges must be **RECEIVED BY THE COUNTY TREASURER ON OR PRIOR TO FRIDAY, MARCH 15, 2024, at 5:00 PM**, or you must interpose a duly verified answer in the proceeding. You may make payment by bringing or sending a certified check, cashier's check or money order to: "Jefferson County Treasurer" Jefferson County Office Building, 175 Arsenal Street, Watertown, New York 13601.

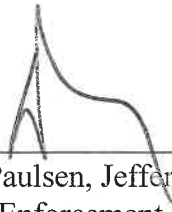
Payments should be made payable to the "Jefferson County Treasurer" in the amount of all unpaid taxes and legal charges due as of the date of payment. Please note that pursuant to New York Real Property Tax Law § 1112, tax liens on a parcel "...must be redeemed in reverse chronological order, so that the lien with the most recent lien date is redeemed first, and the lien with the earliest

lien date is redeemed last.” For information regarding the total amount due on any given parcel, you may contact the Tax Enforcement Office (315) 785-5116; or the Jefferson County Treasurer at (315) 785-3055. You may wish to contact an attorney to protect your rights.

After **FRIDAY, MARCH 15, 2024**, a court will transfer the title of the property to the County of Jefferson by means of a court judgment.

Should you have any question regarding this notice, please call the staff of the Tax Enforcement Office at (315) 785-5116.

DATED: December 7, 2023



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer
Jefferson County Office Building
175 Arsenal Street
Watertown, New York 13601
Telephone: 315-785-5116

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

**IN THE MATTER OF THE FORECLOSURE OF
2020 TAX LIENS BY PROCEEDING IN REM
PURSUANT TO ARTICLE ELEVEN OF THE REAL
PROPERTY TAX LAW BY THE COUNTY OF
JEFFERSON.**

**NOTICE OF FORECLOSURE
&
PETITION OF
FORECLOSURE**

**INDEX NO.
EF-2020-00002299**

THE ABOVE CAPTIONED PROCEEDING is hereby commenced to enforce the payment of delinquent 2020 taxes or other lawful charges which have accumulated and become liens against certain property. **The parcels to which this proceeding applies are attached and incorporated herein as Exhibit A.**

PLEASE TAKE NOTICE that on the 7th day of December, 2023, David J. Paulsen, Jefferson County Attorney and Tax Enforcement Officer, hereinafter, the “Enforcing Officer,” of Jefferson County, hereinafter the “Tax District,” pursuant to the law, filed with the Clerk of Jefferson County, a petition of foreclosure against various parcels of real property for unpaid taxes.

Effect of Filing: All persons having or claiming to have an interest in the real property described in this petition are hereby notified that the filing of this petition constitutes the commencement by the Tax District of a proceeding in the Court specified in the caption above to foreclose each of the tax liens therein described by a foreclosure proceeding in rem.

Nature of Proceeding: Such proceeding is brought against the real property only and is to foreclose the tax liens described in such petition. No personal judgment will be entered herein for such taxes or other legal charges or any part thereof.

Persons Affected: This notice is directed to all persons owning or having or claiming to have an interest in the real property described in Exhibit "A". Such persons are hereby notified further that a duplicate of this Notice and Petition has been filed in the office of the Enforcing Officer of the Tax District and will remain open for public inspection up to and including the date specified below as the last day for redemption.


Right of Redemption: Any person having or claiming to have an interest in any such real property and the legal right thereto may on or before **FRIDAY, MARCH 15, 2024**, redeem the same by paying the amount of **ALL SUCH UNPAID TAX LIENS THEREON, INCLUDING ALL INTEREST AND PENALTIES AND OTHER LEGAL CHARGES** which are included in the lien against such real property, computed to and including the date of redemption. *Such payments shall be made to "JEFFERSON COUNTY TREASURER." Jefferson County Office Building, 175 Arsenal Street, Watertown, New York.* Payment must be either by certified check, cashier's check or money order. In the event that such taxes are paid by a person other than the record owner of such real property, the person so paying shall be entitled to have the tax liens affected thereby satisfied of record.

Last day for redemption: The last day for redemption is hereby fixed as **FRIDAY, MARCH 15, 2024 at 5:00 PM.**

Service of an Answer: Every person having any right, title or interest in or lien upon any parcel of real property described in such petition may serve a duly verified answer upon the attorney for the Tax District setting forth in detail the nature and amount of his or her interest and any defense or objection to the foreclosure. Such answer must be filed in the office of the County Clerk and served upon the attorney for the Tax District on or before the date above mentioned as the last day for redemption.

Failure to redeem or answer: In the event of failure to redeem or answer by any person having the right to redeem or answer, such person shall be forever barred and foreclosed of all his or her right, title and interest and equity of redemption in and to the parcel described in such petition and a judgment in foreclosure may be taken by default.

DATED: December 7, 2023



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer
Jefferson County Office Building
175 Arsenal Street
Watertown, New York 13601
Telephone: 315-785-5116

VERIFICATION

STATE OF NEW YORK:

ss:

COUNTY OF JEFFERSON:

DAVID J. PAULSEN, being duly sworn, deposes and says:

That he is County Attorney and Tax Enforcement Officer for the County of Jefferson and is authorized to originate the above-entitled proceeding, and is acquainted with the facts and circumstances therein; that he has read the foregoing petition and knows the contents thereof; that the same is true to his knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters he believes it to be true.



David J. Paulsen, Jefferson County Attorney
and Tax Enforcement Officer

Sworn to before me this 7th
day of December, 2023.



Notary Public

KARI K. FAHRENBACH
Notary Public, State of New York
No. 02FA6285531
Qualified in Jefferson County
My Commission Expires July 8, 2025

FILED: JEFFERSON COUNTY CLERK 12/07/2023 02:28 PM

INDEX NO. EF2020-00002299

NYSCEF DOC. NO. 43

RECEIVED NYSCEF: 12/07/2023

EXHIBIT "A"

2020 Tax Year			
Town of Antwerp			
36.40-1-28	Burns, Bradley J.	46-48 Main St	
17.09-1-17	Marcellus, Elizabeth R. & Canfield, Kevin T.	Co Rte 22	KeyBank NA
Town of Clayton			
20.00-1-29.2	Randazzo, Kristina A. & Ives, Christian S.	17607 Co Rte 3	
31.00-2-4.3	Scott, Steven A.	15171/187 Co Rte 181	
20.18-2-37	Scott, Steven A.	Right-Of-Way parcel	
Town of Ellisburg			
123.00-2-9.3	Donaldson, Natasha Rose	3710 McDonald Rd	
Town of Leray			
75.11-1-14	Biagini, Charles & Biagini, Grace	N of Maple St.	
75.49-1-28	Biagini, Charles & Biagini, Grace	N of Maple St.	
74.12-1-40	Seymour, Rickie & Mary L.	24649 Sanford Corners Rd	
Town of Watertown			
83.15-3-40	Blue, Ralph & Blue, Trudy	20229 Overlook Dr	
Town of Wilna			
86.41-4-53	Hanno, Bryan Darek	221/223 Spring St.	



The Denver Club Building
517th St. Suite, 950
Denver, CO 80202
(303) 653-9805 | Denver Office

December 19, 2023

Town of Clayton
405 Riverside Drive
Chaumont, NY, 13622

Re: Surety Replacement for ASA Clayton NY Solar I LLC

To Whom It May Concern:

This letter is notice that effective as of June 9, 2023, Amp Energy (U.S.) underwent a change in ownership. As a result of this transition, AMP Energy is now operating under the name PureSky Energy.

We are writing to confirm that even though there has been an ownership and name change our partnership will remain the same.

With the change in ownership, we have also updated our securities to being backstopped by Intact Insurance. Please find in this package a new bond from Intact Insurance. The form of bond has been matched to the one previously sent to you. No further action is needed from you at this time, however, you will be receiving a Notice of Cancellation from the previous surety provider, Sompco, in the mail. By receiving the new bond hereto, there is no lapse in coverage.

If you have any questions, please reach out to me at 437-577-8405 and/or assetmanagement@pureskyenergy.com.

Many thanks,

A handwritten signature in black ink that reads 'Taylor Dunn'.

Taylor Dunn
Director of Asset Management at PureSky Energy



PERFORMANCE BOND
Form to be Used When Bonding Only One Year
of a Multi-Year Contract

Bond No.: 800166645

KNOW ALL MEN BY THESE PRESENTS: That, ASA Clayton NY Solar I LLC
(hereinafter called Principal), as Principal, and Atlantic Specialty Insurance Company
a corporation duly organized under the laws of the State of New York
New York and duly authorized and licensed to do business in the
State of New York (hereinafter
called Surety), as Surety, are held and firmly bound unto Town of Clayton (hereinafter
called the Obligee), as Obligee, in the full and just sum of Two Hundred Forty Six Thousand Five Hundred and No/100 DOLLARS,
(\$ 246,500.00) to the payment of which sum, well and truly to be made, the said Principal and Surety
bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee
dated May 11, 2022 for 34030 Wood Rd, Clayton, NY 13624
for a period of 35 years which contract is hereby referred to and made a part hereof
as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract **for a period of
only one year.**

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the
Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning December 18, 2023 and ending December 18, 2024
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be
liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the
term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 18th day of December 2023.


 Witness

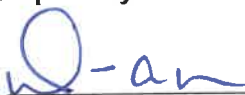
ASA Clayton NY Solar I LLC

BY: 
 Principal

ITS: _____

Atlantic Specialty Insurance Company


 Witness Sharon J. Potts

BY: 
 Attorney-In-Fact D-Ann Kleidosty



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **AnnMarie Keane, April D. Perez, D-Ann Kleidosty, Jessica Iannotta, Kelly O'Malley, Kimberly Leonard, Kristin S. Bender**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

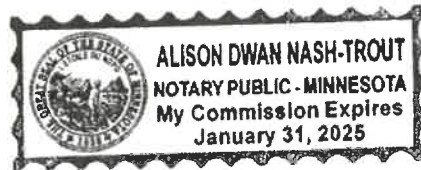
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of December 2023




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Jefferson County Recycling & Waste Management
27138 NYS Route 12
Watertown, NY 13601
Phone 315-786-6900
Fax 315-786-6982



December 21, 2023

To: All Jefferson County Commercial Waste Permit Holders

Re: Tipping Fee Increase

On February 23, 2023, the Development Authority of the North Country passed Board Resolution No. 2023-02-08 which increased the tipping fee at the Rodman landfill an additional \$4.00 per ton for all Municipal Solid Waste and Construction Debris. This increase will take effect on January 1, 2024.

Therefore, effective January 1, 2024, the tipping fee at the County Transfer Station will increase \$4.00 per ton. The rate will increase from \$80.00 per ton to \$84.00 per ton.

Please call if you have any questions.

Sincerely,

James Lawrence, Jr.

James Lawrence, Jr.
Superintendent of Highways

Town of Clayton Regular Meeting Minutes

Wednesday, December 13, 2023

The Town Board of the Town of Clayton held their regular meeting at 5:00 PM, at 405 Riverside Dr, Clayton, NY.

The following persons attended:

Lance Peterson	Kenneth Knapp	Donna Patchen	Kathleen LaClair
James Kenney	Mariah LaClair	Pamela McDowell	Megan Badour
Steve Dorr, Sr.	Tricia Bannister	Sue Kenney	James Jones
Savarah McCargar	Timothy Doney		

1. Pledge of Allegiance: Supervisor Peterson opened the meeting with the Pledge of Allegiance

2. Guests: N/A

3. Town Clerk:

A. Correspondence:

1. Winter Environmental Conference (see attached)
2. NYS Department of State LWRP (see attached)
3. NYS Office of General Services Notice of Application to the Public Lands Law Re: NYCE Boathouse (see attached)
4. Pivot/Anchor Recovery Center (see attached)

B. Minutes:

1. Minutes from 11/8/2023 Regular Meeting to be approved. Motion made by James Kenney, seconded by Kenneth Knapp. **Motion carried.**

4. Public: No comment on agenda items.

5. General Discussion Items:

A. Bills and Transfers:

i. Abstract #12 of 2023

Motion was made by Kenneth Knapp, seconded by Kathleen LaClair, to approve Abstract #12, in the amount of \$188,563.82. **Motion carried.**

ii. Transfers:

Motion was made by Donna Patchen, seconded by Kenneth Knapp to transfer \$91,702.18 from Debt Reserve to General Checking for Dock Debt Payment. **Motion carried.**

iii. Budget Amendment: N/A

iv. New Accounts/Special Entries: N/A

B. Supervisor's Report & Bank Reconciliations:

Motion was made by Kenneth Knapp, seconded by James Kenney to approve this for November 2023. **Motion carried.**

C. Balance Sheets: November 2023

D. Resignations; Appointments & Rate Changes:

i. Resignations:

Motion was made by Kathleen LaClair, seconded by James Kenney to regretfully accept the resignation of Mark Natali Sr., effective 12/17/23.

ii. Positions/Appointments:

Motion to approve Deputy Clerk, Rylee Babcock, effective 11/29/23 at the rate of \$18.00/hr by Kenneth Knapp, seconded by Donna Patchen. **Motion carried.**

iii. Rate Changes: N/A

E. Training: N/A

G. CLDC Board Appointments:

Motion to accept reappointment of Jack Stopper effective 1/1/24 by Kathleen LaClair, seconded by Kenneth Knapp. **Motion carried.**

Motion to accept appointment of Norma Zimmer effective 1/1/24 by Kathleen LaClair, seconded by Kenneth Knapp. **Motion carried.**

6. Supervisor's Report: N/A

7. Department Head Reports:

A. Highway Superintendent: Steve Dorr- At this time the crews are prepared for winter, working on continuing to clear ditches. Both sand and vehicles are in good standing at this time.

B. Buildings & Grounds: James Jones- Ice Seminar was hosted at the arena with a focus on ice painting and resurfacing with additional information on the chiller. The attendance was good and there is hope these meetings will continue.

C. Assessor: Alexander Marchenkoff- N/A

D. Codes/Zoning: Richard Ingerson-see attached.

8. Council Reports

- Councilman Knapp: Libraries are doing well. Many holiday activities scheduled at both locations. The Chamber had a wonderful turnout for the parade!
- Councilwoman Patchen: No new reports.
- Councilman Kenney: No new reports.
- Councilwoman LaClair: No new reports.

10. Adjournment:

Motion was made by Kathleen LaClair, seconded by Kenneth Knapp to adjourn at 5:17 PM. **Motion carried.**

Next Meeting: Friday, December 29, 2023 at the Clayton Opera House, 405 Riverside Dr, Clayton at 8:00 AM.

P.O. Type: All
 Range: First to Last
 Format: Detail without Line Item Notes
 Vendors: All
 Rcvd Batch Id Range: First to Last

Open: N Paid: N Void: N
 Rcvd: Y Held: N Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y
 * Means Prior Year Line

First Enc Date Range: 12/19/23 to 12/27/23
 Include Non-Budgeted: Y
 Prior Year Only: N

PO #	PO Date	Vendor	Amount	Charge Account	Contract Acct Type Description	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00947	12/25/23	VERWIR VERIZON WIRELESS									
		1 WIRELESS CHARGES	18.99	A -3620-40	E CODE ENFORCEMENT-CONTRACTUAL		R	12/25/23	12/27/23		
		2 WIRELESS CHARGES	49.13	A -1220-40	E SUPERVISOR-CONTRACTUAL EXP		R	12/25/23	12/27/23		
		3 WIRELESS CHARGES	37.99	A -1220-40	E SUPERVISOR-CONTRACTUAL EXP		R	12/25/23	12/27/23		
		4 WIRELESS CHARGES	19.00	B -8010-41	E ZONING-CONTRACTUAL EXPENSE (SHARED EXP)		R	12/25/23	12/27/23		
		5 WIRELESS CHARGES	50.53	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		
			175.64								
23-00948	12/25/23	KONICO05 KONICA MINOLTA PREMIER FINANCE									
		1 BOARD ROOM COPIER - B&W	156.65	A -1650-40	E CENTRAL COMMUNICATIONS-CONTRACTUAL		R	12/25/23	12/27/23		
		2 ARENA COPIER	48.35	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		
		3 HIGHWAY COPIER	48.35	A -5010-40	E HIGHWAY SUPERINTENDENT-CONTRACTUAL		R	12/25/23	12/27/23		
		4 BOARD ROOM COPIER - COLOR	80.00	A -1650-40	E CENTRAL COMMUNICATIONS-CONTRACTUAL		R	12/25/23	12/27/23		
			333.35								
23-00949	12/25/23	KONICO05 KONICA MINOLTA PREMIER FINANCE									
		1 CLERK COPIER CONTRACT	132.87	A -1410-40	E TOWN CLERK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		
23-00950	12/25/23	WESTEL WESTELCOM									
		1 JUSTICE PHONE	42.96	A -1110-41	E COURT-JOINT COURTROOM EXPENSES		R	12/25/23	12/27/23		
		2 JUSTICE INTERNET	79.95	A -1110-41	E COURT-JOINT COURTROOM EXPENSES		R	12/25/23	12/27/23		
		3 TOWN PHONE/INTERNET	1,330.02	A -1650-40	E CENTRAL COMMUNICATIONS-CONTRACTUAL		R	12/25/23	12/27/23		
			1,452.93								
23-00951	12/25/23	ASSTOW ASSOCIATION OF TOWNS OF THE ST									
		1 ELECTED OFFICIALS TRAINING	200.00	A -1220-40	E SUPERVISOR-CONTRACTUAL EXP		R	12/25/23	12/27/23		
23-00952	12/25/23	LAWHEA LAWMAN HEATING & COOLING, INC.									
		1 PAY APP #8	623,802.10	HR -5720-20	E REDI PROJECT - CAPITAL EXPENSES		R	12/25/23	12/27/23		
23-00953	12/25/23	LAWHEA LAWMAN HEATING & COOLING, INC.									
		1 PAY APP #9	118,650.67	HR -5720-20	E REDI PROJECT - CAPITAL EXPENSES		R	12/25/23	12/27/23		

PO #	PO Date	Vendor	Contract	PO Type	First	Rcvd	Chk/Void	
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice
23-00963	12/25/23	HAZRET HAZLEWOOD RETAIL						
1 WASTE OIL BURNER OIL TRMT	30.08	A -1640-41	E CENTRAL GARAGE-JT HIGHWAY CONTRACTUAL	R	12/25/23	12/27/23		672
23-00964	12/25/23	HAUWEL HAUN WELDING SUPPLY, INC.						
1 CYLINDER LEASE	611.00	DA -5130-41	E MACHINERY-JT VILLAGE CONTRACT	R	12/25/23	12/27/23		X988161
2 CYLINDER RENTAL	64.00	DA -5130-41	E MACHINERY-JT VILLAGE CONTRACT	R	12/25/23	12/27/23		X969902
	<u>675.00</u>							
23-00965	12/25/23	HI AFAS HI AWATHA FASTENERS INC.						
1 BOLTS/NUTS/WASHERS	338.77	DA -5130-40	E MACHINERY-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		B635816
2 NUTS/BOLTS/WASHERS	693.19	DA -5130-41	E MACHINERY-JT VILLAGE CONTRACT	R	12/25/23	12/27/23		B637027
	<u>1,031.96</u>							
23-00966	12/25/23	INGER005 INGERSOLL RAND COMPANY						
1 ELBOW	81.60	DA -5130-40	E MACHINERY-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		26763185
23-00967	12/25/23	JCREC JEFFERSON COUNTY RECYCLING						
1 SOLID WASTE FEES ISW	6,276.00	A -8160-40	E TRANSFER SITE-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		
2 SOLID WASTE FEES MSW	750.00	A -8160-40	E TRANSFER SITE-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		
3 RECYCLING FEES TIPPING	600.00	A -8160-40	E TRANSFER SITE-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		
4 ELECTRONICS RECYCLING FEE	0.00	A -8160-40	E TRANSFER SITE-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		
	<u>7,626.00</u>							
23-00968	12/25/23	KRAFF005 KRAFFT CLEANING SERVICE, INC.						
1 CLEANING DEC 2023	1,140.00	A -7560-40	E TOWN HALL-CONTRACTUAL	R	12/25/23	12/27/23		19859
23-00969	12/25/23	KATLAC KATHLEEN E. LACLAIR						
1 CELL PHONE REIMBURSEMENT	120.00	A -9070-80	E BENEFITS-\$600 PLAN	R	12/25/23	12/27/23		
Tracking Id: CELL		CELL PHONE REIMBURSEMENT						
23-00970	12/25/23	LANPET LANCE PETERSON						
1 CELL PHONE REIMBURSEMENT	120.00	A -9070-80	E BENEFITS-\$600 PLAN	R	12/25/23	12/27/23		
Tracking Id: CELL		CELL PHONE REIMBURSEMENT						
23-00971	12/25/23	NORSHO NORTH SHORE SOLUTIONS						
1 WEB ANNUAL SSL CERTIFICATE	250.00	A -1650-40	E CENTRAL COMMUNICATIONS-CONTRACTUAL	R	12/25/23	12/27/23		2010-6449
23-00972	12/25/23	NEWCEN NEW CENTURY ELECTRIC, INC.						
1 CHILLER PUMP REPAIRS	1,114.06	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE	R	12/25/23	12/27/23		8426

PO #	PO Date	Vendor	Amount	Charge Account	Contract Acct Type Description	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00972	12/25/23	NEWCEN NEW CENTURY ELECTRIC, INC.		Continued							
		2 LIGHT POLE REPAIRS	360.00	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		8418
			<u>1,474.06</u>								
23-00973	12/25/23	ONEDI005 ONEDIGITAL									
		1 FSA TPA SERVICES	21.00	A -9060-82	E BENEFITS-NON-BARGAINING HSA/HRA PLANS		R	12/25/23	12/27/23		
23-00974	12/25/23	PARREN PARTY RENTALS									
		1 TABLECLOTHES	194.88	A -1220-40	E SUPERVISOR-CONTRACTUAL EXP		R	12/25/23	12/27/23		
23-00975	12/25/23	POMSEP POMERVILLE SEPTIC SERVICES INC									
		1 SEPTIC PUMPING	2,975.00	GD -8130-40	E DEPAUVILLE SEWER-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		21512
23-00976	12/25/23	PUBLICSE PUBLIC SECTOR HR CONSULTANTS									
		1 EMPLOYEE HANDBOOK UPDATE	300.00	A -1430-40	E PERSONNEL-CONTRACTUAL EXP		R	12/25/23	12/27/23		5138
23-00977	12/25/23	RJMAR RJ MARINE ASSOCIATES, LTD.									
		1 BARGING	560.00	DA -5130-40	E MACHINERY-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		102-3-178
		2 BARGING	280.00	DA -5142-41	E SNOW REMOVAL-CONTRACTUAL-GRI NDSTONE		R	12/25/23	12/27/23		102-3-179
			<u>840.00</u>								
23-00978	12/25/23	SANICO05 SANICO, INC.									
		1 HOSE ASSEMBLIES	78.27	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		S171841
23-00979	12/25/23	STAIN D STATE INDUSTRIAL PRODUCTS									
		1 MINT ACTION	331.44	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		903155793
		2 D-STROY	311.04	A -7110-40	E REC PARK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		903157695
			<u>642.48</u>								
23-00980	12/25/23	TOWORL TOWN OF ORLEANS									
		1 RT12 SEWER INVOICE REIMBURSEME	13,830.42	GW -8130-40	E ROUTE 12 SEWER-CONTRACTUAL		R	12/25/23	12/27/23		1198
23-00981	12/25/23	TI PRI T. I. PRINTING CO., INC.									
		1 CLERK EMPLOYMENT AD	33.30	A -1410-40	E TOWN CLERK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		195110
		2 LEGAL NOTICE ZONING ZOLLER	35.01	B -8010-40	E ZONING-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		195484
		3 LEGAL NOTICE ZONING NORRIS	35.01	B -8010-40	E ZONING-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		195489
		4 MEETING CHANGE NOTICE	26.72	A -1670-40	E CENTRAL PRINTING-CONTRACTUAL EXP		R	12/25/23	12/27/23		195492
		5 CLERK OFFICE CLOSURES	44.00	A -1410-40	E TOWN CLERK-CONTRACTUAL EXPENSE		R	12/25/23	12/27/23		195583

PO #	PO Date	Vendor	Amount	Charge Account	Contract Acct	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
23-00987	12/27/23	JUSTCOUR NYS COMPTROLLER									
1		JUSTICE REPORT 11/2023	3,254.00	A -1110-42	E	COURT-DUE TO NYS COMPTROLLER	R	12/27/23	12/27/23		22317102023-11
23-00988	12/27/23	KIMCO005 KIMCO STEEL SALES LIMITED									
1		TIRES	640.10	A -8160-40	E	TRANSFER SITE-CONTRACTUAL EXPENSE	R	12/27/23	12/27/23		466597
Total Purchase Orders:		42	Total P.O. Line Items:		90	Total List Amount:	812,714.52	Total Void Amount:		0.00	

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	3-A	39,643.28	0.00	0.00	39,643.28
General Fund B	3-B	722.92	0.00	0.00	722.92
Highway Town Wide Fund	3-DA	12,479.82	0.00	0.00	12,479.82
Depauville Sewer Fund	3-GD	3,083.79	0.00	0.00	3,083.79
Heritage Heights Sewer Fund	3-GH	53.98	0.00	0.00	53.98
Route 12 Sewer	3-GW	13,830.42	0.00	0.00	13,830.42
REDI CAPITAL PROJECT	3-HR	742,452.77	0.00	0.00	742,452.77
Depauville Street Light	3-SL1	382.84	0.00	0.00	382.84
Heritage Heights Street Light	3-SL2	64.70	0.00	0.00	64.70
Total Of All Funds:		812,714.52	0.00	0.00	812,714.52

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	A	39,643.28	0.00	0.00	39,643.28
General Fund B	B	722.92	0.00	0.00	722.92
Highway Town Wide Fund	DA	12,479.82	0.00	0.00	12,479.82
Depauville Sewer Fund	GD	3,083.79	0.00	0.00	3,083.79
Heritage Heights Sewer Fund	GH	53.98	0.00	0.00	53.98
Route 12 Sewer	GW	13,830.42	0.00	0.00	13,830.42
REDI CAPITAL PROJECT	HR	742,452.77	0.00	0.00	742,452.77
Depauville Street Light	SL1	382.84	0.00	0.00	382.84
Heritage Heights Street Light	SL2	64.70	0.00	0.00	64.70
Total Of All Funds:		812,714.52	0.00	0.00	812,714.52

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
General Fund	3-A	39,643.28	0.00	0.00	0.00	39,643.28
General Fund B	3-B	722.92	0.00	0.00	0.00	722.92
Highway Town Wide Fund	3-DA	12,479.82	0.00	0.00	0.00	12,479.82
Depauville Sewer Fund	3-GD	3,083.79	0.00	0.00	0.00	3,083.79
Heritage Heights Sewer Fund	3-GH	53.98	0.00	0.00	0.00	53.98
Route 12 Sewer	3-GW	13,830.42	0.00	0.00	0.00	13,830.42
REDI CAPITAL PROJECT	3-HR	742,452.77	0.00	0.00	0.00	742,452.77
Depauville Street Light	3-SL1	382.84	0.00	0.00	0.00	382.84
Heritage Heights Street Light	3-SL2	64.70	0.00	0.00	0.00	64.70
Total Of All Funds:		812,714.52	0.00	0.00	0.00	812,714.52

PREPAYS FOR 1/1/2024

• ASSOCIATION OF TOWNS	\$1,199	ANNUAL MEMBERSHIP DUES
• ASSOCIATION OF PUBLIC HISTORIANS	\$45	ANNUAL MEMBERSHIP DUES
• DANIEL MOYER	\$300	DOG SHELTER ANNUAL FEE
• DOCKWA	\$7,776	ANNUAL DOCK SOFTWARE EXPENSE
• EDMUNDS GOVTECH	\$13,094.68	ANNUAL MCSJ SOFTWARE FEE
• EDMUNDS GOVTECH	\$3,000	VIEWPOINT DASHBOARD
• JEFFERSON CTY HWY SUP ASSOCIATION	\$350	ANNUAL MEMBERSHIP DUES
• NYS TEAMSTERS	\$133,187.68	BARG EMPE JAN INS/HRA
• NYS TEAMSTERS	\$61,438.26	NON-BARG EMPE JAN INS/HRA
• NYS RETIREMENT	\$140,021.00	NYS RETIREMENT DUE 2024
• VILLAGE OF CLAYTON	\$1,470.00	COURT LEASE JAN 2024

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
GIS WEB-BASED HOSTING SERVICES AGREEMENT**

WITH THE

TOWN OF CLAYTON

This Agreement entered into this 29th day of December 2023 by and between:

TOWN OF CLAYTON, a municipal corporation of the State of New York having an office building and principal place of business located at 405 Riverside Drive Clayton, NY 13624, herein after referred to as "Town",

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as "Authority".

Recitals

1. The Town has received web-based GIS hosting services from the Authority since 2013. The Town's original GIS Hosting agreement period was June 1, 2013 through December 31, 2018 and was renewed from 2019 to 2023.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
3. The Town Board, at its duly convened meeting held on December 29, 2023, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Definitions

Terms used, or referenced to, in this Agreement are as defined below, unless a different meaning clearly appears from the context.

- 1) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services

- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.
- 6) "Database Checkouts," refers to Authority activities related to copying out the database features for a customer so the features and/or attributes can be edited/updated and returned to the Authority.

Agreement

In consideration of the mutual covenants herein contained, the parties agree to the following Articles:

1. The scope of services to be performed by the Authority consists of the following base services:
 - a) The Authority agrees to provide the Town with Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.
 - b) The Town will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
 - c) The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
 - d) The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
 - e) The Town understands that Hosting Services are provided "as is" with no warranties of any kind.

- f) All the Town Datasets hosted on the IMA will remain the property of the Town. The Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Town with all the Town Datasets in electronic format within not more than 15 days.
- g) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in "shapefile" or "geodatabase" format.
- h) Base services provided by the Authority shall include: twelve hours of staff time per year for Customer updates and Database Checkouts; staff time to annually update base map data including parcel data as supplied by the County, road data, orthoimagery, etc.; and phone support for technical questions concerning the IMA during regular business hours.

Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described under additional services.

- 2. Base Services - The Authority shall invoice the Town for base services annually in January. For Additional Services, the Authority shall invoice the County on a monthly basis after services are rendered. Payment is due within 30 days following receipt by the County of a proper invoice. The annual cost for base services is outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	1/1/24 – 12/31/24	\$1,600
2	1/1/25 – 12/31/25	\$1,700
3	1/1/26 – 12/31/26	\$1,700
4	1/1/27 – 12/31/27	\$1,700
5	1/1/28 – 12/31/28	\$1,800

- 3. Any other tasks not included in the scope of services described above, such as additional data maintenance, or developing new datasets, etc. as requested of the Authority by the Town will be reimbursed at the labor hour burdened rate for the specific job classification performing the services (see Table 1). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The County will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2024

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$100	NA
Controls Engineer	\$95	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	\$69
Administrative Associate	\$62	\$76

4. The term of this Agreement shall be five (5) years beginning on January 1, 2024, and ending December 31, 2028, provided that the Town and/or the Authority shall have the right to terminate with or without cause upon 90 days prior written notice, provided however, that the Town shall pay the Authority all costs incurred by the Authority to the date of termination.
5. The Town shall provide the reasonable support services of its attorney, clerk and other staff as appropriate to assist in implementing the project.
6. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
7. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, intentional or negligent acts or omissions, of the Town, its officers, agents, or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, intentional or negligent acts or omissions, of the Authority, its officers, agents, or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The LCLGRP will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods,

epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the LCLGRP. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended Agreement.
10. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the LCLGRP arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
11. The Authority is an independent contractor with respect to the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
12. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
15. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid to the addresses indicated above.

All of the above is established by the signatures of the authorized representatives of the parties set forth below.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone Jr.
Executive Director

Date: _____

TOWN OF CLAYTON

By: _____

Louise Peterson
Town Supervisor

Date: 12/29/2023

EQUIPMENT QUOTE

Corporate Office - Pittsburgh, PA

1000 WASHINGTON PIKE, BRIDGEVILLE, PA 15017 • 412-343-2300

Affiliate Locations

PA	NY	NH	ME
Clarion 814 226-4100	Albany 518 785-4500	Lancaster 603 788-5591	Bangor 207 942-0177
Clearfield 814 765-5311	Buffalo 716 877-1992	Manchester 603 627-7696	Gorham 207 591-5482
Somerset 814 443-2867	Endicott 607 748-3400	<u>VT</u>	
<u>WV</u>	Olean 716 372-8822	East Montpelier 802 223-9689	
Charleston 304 756-2800	Rochester 585 334-6770		
Bridgeport 304 366-3075	Syracuse 315 463-8673		
	Watertown 315 788-5512		



05 December 2023

TOWN OF CLAYTON
615 E LINE RD
CLAYTON, NY 136243125
ATTENTION: STEVE DORR
REF QUOTE#: 05230386 Rev:0

Dear Steve,

MANUFACTURER STATES TWO WEEKS TO SHIP NEW UNIT. RENTAL RATE TO BE \$2,400.00/4-WEEK MONTH. ANDERSON WOULD ALLOW A MAXIMUM OF THREE MONTHS RENTAL DEDUCTED 100% FROM THE SELLING PRICE.

INDECO-IMH-8

- 30" EXCAVATOR MULCHING HEAD
- MODEL: IMH-8
- FLOW: 18-27 GPM
- 1/2" CASE DRAIN REQUIRED
- INCLUDES:
- BRACKET FOR EXCAVATOR.
- (TB290)
- 50mm ATTACHMENT PINS.
- HYDRAULIC WHIP HOSES.

WARRANTY: 12-MONTHS FROM TIME OF INSTALLATION

--
TOTAL BEFORE TAX: \$24,500.00

Prices Quoted are F.O.B. SHIPPING POINT

Thank you for the opportunity to quote.

Sincerely,

ANDERSON EQUIPMENT COMPANY

JIM MCGREGOR
315 778-1555

This quote is good for 30 days from above quote date. The terms of this agreement will not be binding until accepted in writing by a duly appointed manager of Anderson Equipment Company. Quoted prices are only for items listed above and do not include miscellaneous charges such as freight unless otherwise noted. This quote is subject to Anderson Equipment Company's current Sales Terms and Conditions which can be furnished upon request. Applicable Sales Tax will be added unless an Exemption Certificate is furnished.