

Town Supervisor
Timothy Doney
Town Board Members
Kenneth Knapp
Donna Patchen
James Kenney
Kathleen LaClair



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

Town Clerk
Megan Badour

TOWN BOARD REGULAR MEETING AGENDA

Wednesday, September 10, 2025 • 5:00pm • Cerow Recreation Park Arena

1. **Pledge of Allegiance**
2. **Guests:**
3. **Town Clerk**
 - A. *Correspondence* that Needs Recording
 - B. *Minutes* from 8/27/2025 Board Meeting
4. **Public: Comment on Agenda Items**
5. **General Discussion Items:**
 - A. Bills & Transfers
 - i. Abstract #9 of 2025 in the amount of \$307,003.60
 - ii. Transfers: \$19,209.27 from *General Checking to Depauville Sewer Project Acct*
 - iii. Budget Amendment: *N/A*
 - iv. New Accounts/Special Entries: *EV Charger Accounts*
 - B. Supervisor's Report & Bank Reconciliations: August 2025
 - C. Balance Sheets: August 2025
 - D. Resignations & Appointments
 - i. Resignations:
 - a. *N/A*
 - ii. Positions/Appointments:
 - a. *N/A*
 - iii. Rate Changes
 - a. *N/A*
 - E. Training: *N/A*
 - F. Town Clerk's Office Hours of Operation
 - G. Dog Control IMA
 - H. Antique Boat Museum Fireworks Application
 - I. Depauville Wastewater Treatment Facility Project FONSI & NOIRROF
 - J. Cerow Arena Floor Mat Bid
 - K. Authorize Miscellaneous RFPs 2026
 - L. Fuel Bid Award
6. **Supervisor's Report:** Highway, Consolidated Health District, Youth Commission & Antique Boat Museum
7. **Department Head Reports:**
 - A. Highway Superintendent: Steve Dorr
 - B. Buildings & Grounds: James Jones
 - C. Assessor: Alexander Marchenkoff
 - D. Codes/Zoning: Richard Ingerson
8. **Council Reports:**
 - A. **Councilman Knapp:** Libraries & Chamber of Commerce
 - B. **Councilwoman Patchen:** Buildings & Grounds, Cemeteries, and Purchasing & Personnel
 - C. **Councilman Kenney:** Safety Coordinator, Planning/Zoning, and Sewer Districts
 - D. **Councilwoman Laclair:** TIERS, Paynter Center, and CLDC
9. **Public: Submitted Requests to Address the Board**
10. *Budget Workshop*
11. **Adjournment** **Next Board Meeting:** *Wednesday September 24, 2025 @ 5:00pm Cerow Recreation Park*



Rylee Babcock <deputyclerk@townofclayton.com>

Tourism Reception

1 message

Corey Fram <Corey@visit1000islands.com>

Mon, Sep 8, 2025 at 1:36 PM

To: "deputyclerk@townofclayton.com" <deputyclerk@townofclayton.com>

Rylee:

The New York State Hospitality and Tourism Association is hosting its fall legislative fall reception in Clayton on Monday, Sept. 22. This event is their way of bringing state senators and assemblymembers on the respective tourism committees around the state. The event sort of acts as a recognition of the industry within the region and lets everyone here get an update on industry issues in Albany. NYSHTA is our main industry advocacy voice in Albany. This is not a lobbying event nor will registration go toward lobbying activities. Invitations go to state, county, town, village and city elected officials as well as industry support groups such as chambers of commerce, economic development organizations and private operators in the tourism and travel industry. NYSHTA's registration list shared this morning does not have anyone from Town of Clayton so I wanted to be sure we got some representation there. No charge for elected officials. Please share with your board members as appropriate. Registration link, more info attached:

<https://web.nyshta.org/events/1000-Islands-Jefferson-County-Legislative-Networking-Reception-1127/details>

Thank you!

Corey Fram

Director of Tourism

1000 Islands International Tourism Council

Phone 315-482-2520 **Mobile** 315-777-1212

Web www.visit1000islands.com **Email** corey@visit1000islands.com

43373 Collins Landing Road, Alexandria Bay, NY 13607

P.O. Box 69, Lansdowne, ON K0E 1L0

 **2025 1000 Islands Reception Flyer.pdf**
513K

Legislative NETWORKING RECEPTION SEPT. 22 1000 ISLANDS 4:30-7:00 PM

Join us for the 2025 1000 Islands Legislative Networking Reception! The event will include open bar, appetizers, networking, and a discussion of industry issues with state elected officials.

Date: September 22, 2025 | **Time:** 4:30-7:00 PM

Cost: Members: \$35 | Non-Members: \$50

Location: 1000 Islands Harbor Hotel
200 Riverside Dr. Clayton, NY 13624



ADVOCACY ISSUES (SEE DETAILS ON BACK SIDE)

- Tourism Promotion Matching Grants
- Film Tax Credit
- Credit Card Swipe Fees
- ADA Website Legislation
- Tourism Improvement Districts
- Third Party Hotel Booking Website Disclosures
- NY Privacy Act - Hotel Rewards Programs
- Hotel Rate Disclosure
- Air Conditioner Default Settings

SEVERAL NYS ELECTED OFFICIALS HAVE BEEN INVITED AND ARE EXPECTED TO ATTEND.

STATEWIDE & REGIONAL LEGISLATIVE INDUSTRY UPDATES

NYSHTA will provide a brief state-of-the-state legislative address, as well as a legislative recap and industry outlook. 1000 Islands International Tourism Council will discuss leisure and business travel trends for their region.

Mark Dorr
New York State Hospitality
& Tourism Association



Corey Fram
1000 Islands International
Tourism Council



REGISTER
TODAY AT
[NYSHTA.ORG](https://www.nyshta.org)



BUDGET

Tourism Promotion Matching Grants

The enacted budget includes \$3.45 million in funding for the program, the same as last year, despite the Governor's proposal to cut \$1 million and the Senate's push to increase the program to \$5 million. NYSHTA and its partners thanked Senator Michelle Hinchey and Assemblyman Billy Jones for leading this important effort. We are already working on increased funding for 2026.

Film Tax Credit

The Film Tax Credit was increased by an additional \$100 million with those dollars earmarked specifically for independent film projects. Changes in the budget also allow for faster access to credits for productions filed after January 1, 2025, and eliminate the requirement that credits over \$5 million be paid out over three years. NYSHTA has already begun working on increased funding for 2026.

LEGISLATIVE

Credit Card Swipe Fees (McDonald/Skoufis)

This legislation would exclude sales tax and gratuities from interchange fees ("swipe fees") charged by credit card networks. The proposed legislation could save New York businesses and consumers over \$930 million annually.

ADA Website Legislation (Cooney/Woerner)

This legislation would provide places of accommodation, resort, or amusement with a time to cure provisions of a website or mobile application, related to allegations of unlawful discriminatory practices with respect to visually and hearing-impaired individuals.

Tourism Improvement Districts

This bill would enable local governments to pass a law creating a Tourism Improvement District. This bill only enables the municipality to explore the creation of a District via local legislation. It is NOT a state mandate. In recent years, occupancy taxes used to promote tourism have been stripped away, and this is a way to stabilize the marketing and promotion of the state's second-largest industry, tourism. The assessment fee would be voted on and approved by the hotels within a municipality.

Third-Party Hotel Booking Website Disclosures (Persaud)

This legislation would require third party accommodation reservation services to inform the user that the third-party accommodation reservation service is not the lodging facility, but instead a third-party reservation service, and also prohibits the imposition of cancellation fees by a hotel. The bill includes penalties for any violation of the law. While NYSHTA supports this concept, the bill as written, would have been problematic for the hotel brands.

NY Privacy Act - NYSHTA's Amendments Protect Member Rewards Programs (Gonzalez/Rozic)

This bill would create the first ever data privacy regulatory framework in New York State. The bill establishes certain consumer protections including the right to opt-out of data processing, requiring opt-in for processing sensitive data, the right to request access and obtain a copy of personal data, the right to request the correction of inaccurate data and the right to deletion of data. This bill, as written, would have a devastating effect on all hotel loyalty programs.

Hotel Rate Disclosure (Vanel)

Amends the General Business Law to prohibit the deceptive advertising of hotel room rates, which is defined as a rate that is not inclusive of taxes fees. This bill would have mandated ALL hotel charges be shown at the onset of looking for a room which would lead to a competitive disadvantage for New York hotels, especially those near bordering states that do not have to disclose until just prior to purchase.

Air Conditioner Default (May/Epstein)

This legislation mandates that lodging facilities shall not set the default temperature setting in any room or common area lower than 75°F (May–October) and no higher than 64°F (November–April).



August 14, 2025

Tim Doney
Town Supervisor
Town of Clayton
405 Riverside Drive
Clayton, New York 13624

RE: Application #148310, Clayton Cerow Recreation Park Enhancements

Dear Tim Doney:

I regret to inform you that your application submitted for the Municipal Parks and Recreation (MPR) Grant Program has not been selected for funding.

For this year's competition, we received 203 eligible applications through the Consolidated Funding Application (CFA) requesting over \$131 million. With only \$10 million available for distribution, not all eligible projects could be funded.

This does not preclude you from applying for future funding.

We recognize and appreciate the time you put forth in applying. Should you have any questions, please feel free to contact Sunshine Jenkins at Sunshine.Jenkins@parks.ny.gov regarding your ongoing or proposed capital plans.

Sincerely,

Beatrice L. Gamache
Director, Grants Bureau

CC: Sunshine Jenkins



Alice J. Kim
Senior Director, Government Affairs

August 26, 2025

RE: Charter Communications – Upcoming Change

Spectrum Northeast, LLC ("Spectrum") recently learned that Olypusat will terminate distribution of the Victory Channel on September 20, 2025 on channel 91, 98, 166, 472 or 496. On September 19, 2025, Spectrum will display a slate message on this channel that programming is no longer available. This change is out of Spectrum's control.

If you have any questions, please feel free to contact me at 315-634-6170 or via email at Alice.Kim@charter.com.

Sincerely,

A handwritten signature in cursive script that reads "Alice J. Kim".

Alice J. Kim
Senior Director, Government Affairs
Charter Communications



Alice J. Kim
Senior Director, Government Affairs

August 28, 2025

RE: Charter Communications – Upcoming Change

Dear Municipal Official:

On or after September 30, 2025, Spectrum Northeast, LLC (“Spectrum”) will launch the following cable networks on the channel lineup serving your community.

Disney XD, Disney Jr., Freeform, FXX, FXM, Nat Geo Wild, Nat Geo Mundo, Baby TV

If you have any questions, please feel free to contact me at 315-634-6170 or via email at Alice.Kim@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Alice J. Kim". The signature is written in a cursive style.

Alice J. Kim
Senior Director, Government Affairs
Charter Communications

Town of Clayton Workshop Meeting Minutes

Wednesday, August 27, 2025

The Town Board of the Town of Clayton held their workshop meeting at 5:00 PM, located at the Depauville Free Library, 32333 County Route 179, Depauville, NY 13632.

The following persons attended:

Timothy Doney	Kenneth Knapp	Megan Badour	Steve Dorr, I.
James Kenney	Donna Patchen	Pamela McDowell	Mariah LaClair
Savarah Wright	Kathleen LaClair	Raymond Robinson Jr.	Kate Wehrle
Phil Pond			

1. Pledge of Allegiance: Supervisor Doney led the pledge of allegiance.

2. Guests: N/A

3. Town Clerk:

Correspondence:

- Two Charter Communications Updates (see attached)
- Sherwin Williams Invitation (see attached)

Minutes:

Motion was made by James Kenney, seconded by Kenneth Knapp to approve 8/13/2025 Regular Meeting Minutes. **Motion carried.**

4. Public: No comment on Agenda Items.

5. Public Hearing: Local Law No. 2 of 2025 Tax Cap Override

- Motion was made by James Kenney, seconded by Donna Patchen to open the Public Hearing @ 5:15 PM. **Motion carried.**
- No comments were made.
- Motion was made by Kathleen LaClair, seconded by Kenneth Knapp to close the Public Hearing @ 5:16 PM. **Motion carried.**
- Resolution 46 of 2025, a resolution to adopt Local Law No. 2 was introduced by Kenneth Knapp, seconded by Donna Patchen. Roll call vote: Knapp-aye; Kenney- aye; LaClair-aye; Patchen- aye; Doney-aye. **Passed.**

6. Workshop Discussion Items:

- a) CDBG Depauville Sewer Final Floodplain Notice Completion of Comment Period: No comments were received.
- b) AUP for the Year Ended December 31, 2024: Motion was made by Kenneth Knapp, seconded by James Kenney to accept the AUP's for the Year Ended December 31, 2024 as presented by Stackel and Navarra. **Motion carried.**

c) Dog Control IMA Agreement: Further discussion will be needed prior to approval.

d) Pickleball Fence Vendor Quote:

Motion was made by Kenneth Knapp, seconded by Donna Patchen to accept the vendor quote from North Country Fence in the amount of \$10,700. **Motion carried.**

7. Public:

Kate Wehrle, Depauville Public Library: Ms. Wehrle presented the Board with great thanks for their support in regard to the library in general as well as the capital project she is advocating for. She provided a visual guide for the growth of this project. It is estimated that in approximately one year she will know if the library has been chosen for this grant and can move forward with the project. Additionally, there was discussion in regard to the need of following up on the speed limit request for the area in front of the library.

Pamela McDowell: Ms. McDowell informed the Board that she had mistakenly referred to the Board as having hired a firm for the Affordable Housing Committee in her last Board article of the 1,000 Islands Sun and wanted to clarify this and recognize it was the North Jefferson Agency that did this not the Town Board.

8. Executive Session:

Motion was made by Kenneth Knapp, seconded by Donna Patchen to close the workshop meeting at 5:30 PM. **Motion carried.**

Motion was made by Kenneth Knapp, seconded by Donna Patchen to enter into Executive Session at 5:30 PM in accordance with NYS OML §105 (f) the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. **Motion carried.**

Motion was made by Kenneth Knapp seconded by James Kenney to close Executive Session at 5:56 PM. **Motion carried.**

Motion was made by Kenneth Knapp seconded by James Kenney to open the workshop meeting at 5:56 PM. **Motion carried.**

9. Budget Workshop:

Discussion of projected expenses for 2026, tentative budget.

10. Adjournment:

Motion was made by Kenneth Knapp, seconded by Donna Patchen to adjourn at 7:02 PM. **Motion carried.**

Next Meeting: *Wednesday, September 10, 2025 @ 5:00pm located at Cerow Recreation Park Arena 600 East Line Rd, Clayton, NY 13624.*

Megan Badour, Town Clerk

Item Status	Purchase Types	Misc
Open: N Void: N Paid: N Held: N Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Prior Year Only: N * Means Prior Year Line: Vendors: All
Range: First to Last Rcvd Batch Id Range: First to Last Encumbrance Date Range: 09/01/25 to 12/10/25		

PO #	PO Date	Vendor	Contract	PO Type					
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00607									
1	MONTHLY RDC FEE	\$20.00	A -1310-42	E	FINANCE-BANK SERVICE FEES	R	09/03/25	09/04/25	
25-00608									
1	JUSTICE PHONE	\$39.27	A -1110-41	E	COURT-JOINT COURTROOM EXPEN	R	09/03/25	09/04/25	
2	JUSTICE INTERNET	\$99.95	A -1110-41	E	COURT-JOINT COURTROOM EXPEN	R	09/03/25	09/04/25	
3	TOWN PHONE/INTERNET	\$1,410.23	A -1650-40	E	CENTRAL COMMUNICATIONS-CON	R	09/03/25	09/04/25	
		\$1,549.45							

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00609									
1	INTEREST PMT	\$26,741.25	A -9770-70	E	REC PARK ADDITION-DEBT INTERE	R	09/03/25	09/04/25	
2	PRINCIPAL PAYMENT	\$119,000.00	A -9770-60	E	REC PARK ADDITION-DEBT PRINCIP	R	09/03/25	09/04/25	
		\$145,741.25							

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00610									
1	E LINE ROAD LITE	\$21.18	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS	R	09/03/25	09/04/25	
2	600 CTY RT 3	\$5,135.68	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS	R	09/03/25	09/04/25	
3	TRANSFER SITE	\$75.67	A -8160-40	E	TRANSFER SITE-CONTRACTUAL E	R	09/03/25	09/04/25	
4	403 RIVERSIDE	\$2,508.65	A -7560-40	E	TOWN HALL-CONTRACTUAL	R	09/03/25	09/04/25	
5	STEPHANIE ST	\$28.92	GD -8130-40	E	DEPAUVILLE SEWER-CONTRACTU/	R	09/03/25	09/04/25	
6	CAROLINE ST	\$24.16	GD -8130-40	E	DEPAUVILLE SEWER-CONTRACTU/	R	09/03/25	09/04/25	
7	AMELIA ST	\$20.33	GD -8130-40	E	DEPAUVILLE SEWER-CONTRACTU/	R	09/03/25	09/04/25	
8	RT 12 SALT BARN	\$37.41	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/03/25	09/04/25	
9	CLAYTON CNTR	\$20.20	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/03/25	09/04/25	
10	E LINE RD	\$24.44	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/03/25	09/04/25	

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00610	09/03/25	NATGRI	NATIONAL GRID					Account Continued					
11	615 CTY RT 3				\$396.43	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC R		09/03/25	09/04/25		
12	DPV LIB				\$271.74	B -7410-40	E	DEPAUVILLE LIBRARY-CONTRACTU R		09/03/25	09/04/25		
13	HH PUMP				\$37.71	GH -8130-40	E	HERITAGE HEIGHTS SEWER-CONT R		09/03/25	09/04/25		
14	DPV LTG				\$362.26	SL1-5182-40	E	DEPAUVILLE STREET LIGHTING-CC R		09/03/25	09/04/25		
15	HH LTG				\$62.65	SL2-5182-40	E	HERITAGE HTS STREET LIGHTING-I R		09/03/25	09/04/25		
16	DOCKS				\$1,746.51	A -5720-40	E	TRANSIENT DOCKING-CONTRACTL R		09/03/25	09/04/25		
					\$10,773.94								
25-00611	09/03/25	KONIC005	KONICA MINOLTA PREMIER FINANCE										
1	BOARD ROOM COPIER - B&W				\$156.65	A -1650-40	E	CENTRAL COMMUNICATIONS-CON` R		09/03/25	09/04/25		
2	ARENA COPIER				\$48.35	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS R		09/03/25	09/04/25		
3	HIGHWAY COPIER				\$48.35	A -5010-40	E	HIGHWAY SUPERINTENDENT-CONT R		09/03/25	09/04/25		
4	BOARD ROOM COPIER - COLOR				\$86.96	A -1650-40	E	CENTRAL COMMUNICATIONS-CON` R		09/03/25	09/04/25		
					\$340.31								
25-00612	09/03/25	KONIC005	KONICA MINOLTA PREMIER FINANCE										
1	CLERK COPIER CONTRACT				\$138.57	A -1410-40	E	TOWN CLERK-CONTRACTUAL EXPI R		09/03/25	09/04/25		
25-00613	09/03/25	VERWIR	VERIZON WIRELESS										
1	WIRELESS CHARGES				\$18.99	A -3620-40	E	CODE ENFORCEMENT-CONTRACTI R		09/03/25	09/04/25		
2	WIRELESS CHARGES				\$37.99	A -1220-40	E	SUPERVISOR-CONTRACTUAL EXP R		09/03/25	09/04/25		
3	WIRELESS CHARGES				\$19.00	B -8010-40	E	ZONING-CONTRACTUAL EXPENSE R		09/03/25	09/04/25		
4	WIRELESS & EQUIPMENT CHARGES				\$53.11	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS R		09/03/25	09/04/25		
					\$129.09								
25-00614	09/03/25	ADVAN010	ADVANCED CUSTODIAL EQUIPMENT										
1	FLOOR SCRUBBER				\$8,995.00	A -7110-20	E	REC PARK-EQUIPMENT & CAPITAL R		09/03/25	09/04/25	59856	
2	BATTERY UPGRADE ADM				\$600.00	A -7110-20	E	REC PARK-EQUIPMENT & CAPITAL R		09/03/25	09/04/25	59857	
					\$9,595.00								
25-00615	09/03/25	AMEROC	AMERICAN ROCK SALT CO. LLC										
1	BULK ICE CONTROL SALT				\$9,723.80	DA -5142-42	E	SNOW REMOVAL-CONTRACTUAL-S R		09/03/25	09/04/25	0799569	
2	BULK ICE CONTROL SALT				\$9,462.61	DA -5142-42	E	SNOW REMOVAL-CONTRACTUAL-S R		09/03/25	09/04/25	0799609	
3	BULK ICE CONTROL SALT				\$7,160.33	DA -5142-42	E	SNOW REMOVAL-CONTRACTUAL-S R		09/03/25	09/04/25	0799593	

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00627	09/03/25	HAUWEL	HAUN WELDING SUPPLY, INC.										
1		CYLINDER RENTAL	\$42.18	A	-1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R		09/03/25	09/04/25		54898
25-00628	09/03/25	HOWPUM	HOWLAND PUMP & SUPPLY CO., INC										
1		TACO 1/2 HP 2400 HIGH SERIES	\$1,238.80	A	-7110-40	E	REC PARK-CONTRACTUAL EXPENS	R		09/03/25	09/04/25		W142568
25-00629	09/03/25	JCREC	JEFFERSON COUNTY RECYCLING										
1		SOLID WASTE FEES ISW	\$9,316.80	A	-8160-40	E	TRANSFER SITE-CONTRACTUAL E	R		09/03/25	09/04/25		
2		SOLID WASTE FEES MSW	\$1,600.00	A	-8160-40	E	TRANSFER SITE-CONTRACTUAL E	R		09/03/25	09/04/25		
3		RECYCLING FEES TIPPING	\$1,300.00	A	-8160-40	E	TRANSFER SITE-CONTRACTUAL E	R		09/03/25	09/04/25		
			\$12,216.80										
25-00630	09/03/25	JEFCON	JEFFERSON CONCRETE CORP.										
1		1/4" SQUARE GRATE	\$967.00	DB	-5110-40	E	MAINTENANCE OF ROADS-CONTR/	R		09/03/25	09/04/25		0187050-IN
25-00631	09/03/25	JETICE	JET ICE PAINTS LIMITED										
1		ICE PAINT BLUE/WHITE/RED	\$1,848.30	A	-7110-40	E	REC PARK-CONTRACTUAL EXPENS	R		09/03/25	09/04/25		133016
25-00632	09/03/25	JUSTCOUR	NYS COMPTROLLER										
1		JUSTICE REPORT 07/2025	\$1,970.00	A	-1110-42	E	COURT-DUE TO NYS COMPTROLLE	R		09/03/25	09/04/25		2231710-2025-07
25-00633	09/03/25	JORDANCO	JORDAN COUGHLIN, HISTORIAN										
1		REFRESHMENTS & PRIZES	\$29.19	B	-7510-40	E	HISTORIAN-CONTRACTUAL EXPEN	R		09/03/25	09/04/25		21237
2		GIFT CARD & PRIZES	\$45.00	B	-7510-40	E	HISTORIAN-CONTRACTUAL EXPEN	R		09/03/25	09/04/25		21238
			\$74.19										
25-00634	09/03/25	KRAFF005	KRAFFT CLEANING SERVICE, INC.										
1		HWY BARN CLEANING 08/2025	\$1,025.00	A	-1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R		09/03/25	09/04/25		21237
2		TOWN HALL CLEANING 07/2025	\$1,325.00	A	-7560-40	E	TOWN HALL-CONTRACTUAL	R		09/03/25	09/04/25		21238
			\$2,350.00										
25-00635	09/03/25	KYLED005	KYLE DELANEY										
1		\$600 PLAN	\$600.00	A	-9070-80	E	BENEFITS-\$600 PLAN	R		09/03/25	09/04/25		

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00635	09/03/25	KYLED005 KYLE DELANEY						Account Continued					
Tracking Id: 600PLAN \$600 PLAN REIMBURSEMENT													
25-00636	09/04/25	LAWPRO LAWSON PRODUCTS INC.			\$98.50	DA -5130-40	E	MACHINERY-CONTRACTUAL EXPEN	R	09/04/25	09/04/25		9312764608
25-00637	09/04/25	LAFAGW LAFARGEVILLE AGWAY			\$139.99	DB -5110-40	E	MAINTENANCE OF ROADS-CONTR/	R	09/04/25	09/04/25		2508-189351
25-00638	09/04/25	NYSTEA NYS TEAMSTERS COUNCIL			\$10,742.38	A -9060-81	E	BENEFITS-NON-BARGAINING HEAL	R	09/04/25	09/04/25		
2	10/2025	INSURANCE			\$926.64	B -9060-81	E	BENEFITS-NON-BARGAINING HEAL	R	09/04/25	09/04/25		
					\$11,669.02								
25-00640	09/04/25	NYSTEA NYS TEAMSTERS COUNCIL			\$9,914.80	A -9060-83	E	BENEFITS-BARGAINING HEALTH IN	R	09/04/25	09/04/25		
2	10/2025	HWY HEALTH INS			\$6,373.80	DA -9060-83	E	BENEFITS-BARGAINING HEALTH IN	R	09/04/25	09/04/25		
3	10/2025	HWY HEALTH INS			\$6,373.80	DB -9060-81	E	BENEFITS-BARGAINING HEALTH IN	R	09/04/25	09/04/25		
					\$22,662.40								
25-00641	09/04/25	NYRUR NEW YORK RURAL WATER ASSOC.			\$269.00	GD -1920-40	E	DEPAUVILLE SEWER-MUNICIPAL AS	R	09/04/25	09/04/25		
1	ANNUAL DUES												
25-00642	09/04/25	NNYONLIN NNYonline LLC			\$755.00	A -1650-41	E	CENTRAL COMMUNICATIONS- INFC	R	09/04/25	09/04/25		
1	MONTHLY SERVER HOST												
2	COMPUTER/SOFTWARE												
					\$1,682.00								
					\$2,437.00								
25-00643	09/04/25	PEPES005 PEPE'S PARTS XPRESS			\$35.50	DA -5130-41	E	MACHINERY-JT VILLAGE CONTRAC	R	09/04/25	09/04/25		22277
1	WHEEL WEIGHTS												
25-00644	09/04/25	RJMAR RJ MARINE ASSOCIATES, LTD.			\$280.00	DB -5110-40	E	MAINTENANCE OF ROADS-CONTR/	R	09/04/25	09/04/25		102-3.200
1	BARGING 2 TRUCKS/TRACTOR												
2	BARGING DUMPTRUCK/ PICKUP												
					\$560.00								
					\$102,319.99								

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00644	09/04/25	RJMAR	RJ MARINE ASSOCIATES, LTD.					Account Continued					
3				E	\$121.63	A -5310-40		MARINE TRANSPORTATION: BOAT/I	R	09/04/25	09/04/25		
					\$961.63								
25-00645	09/04/25	SEAWAYMA	SEAWAY MARINE GROUP, LLC										
1			BARGING TREE REMOVAL SH	E	\$487.50	A -7520-40		GRINDSTONE SCHOOL-CONTRACT R		09/04/25	09/04/25		3258
25-00646	09/04/25	STRUCT01	STRUCTURE MARINE AMARCO INC.										
1			LATERAL CONNECTION MODEL	E	\$2,237.94	A -5720-40		TRANSIENT DOCKING-CONTRACTL R		09/04/25	09/04/25		7496
25-00647	09/04/25	SUNLEI	SUNDANCE LEISURE										
1			LAMOTE TEST TABS	E	\$15.99	A -7180-40		POOL-CONTRACTUAL EXPENSE R		09/04/25	09/04/25		SAL18565
25-00648	09/04/25	SLACHE	SLACK CHEMICAL CO., INC.										
1			BLEACH	E	\$2,520.54	A -7180-40		POOL-CONTRACTUAL EXPENSE R		09/04/25	09/04/25		490897
25-00649	09/04/25	STACK005	STACKEL & NAVARRA, CPA PC										
1			2024 ANNUAL AUP	E	\$8,000.00	A -1320-40		AUDITOR-CONTRACTUAL EXP R		09/04/25	09/04/25		16698
25-00650	09/04/25	SUIKOT	SUIT-KOTE CORPORATION										
1			CALCIUM CHLORIDE	E	\$4,992.90	DB -5110-40		MAINTENANCE OF ROADS-CONTR/ R		09/04/25	09/04/25		IN079058
25-00651	09/04/25	TIELE005	TI ELECTRICAL SUPPLY LLC										
1			HYBRID PLIERS/CLAMP METER	E	\$268.00	A -7110-40		REC PARK-CONTRACTUAL EXPENS R		09/04/25	09/04/25		8973
2			INTERMATIC DIE CAST	E	\$266.66	A -7110-40		REC PARK-CONTRACTUAL EXPENS R		09/04/25	09/04/25		8986
					\$534.66								
25-00652	09/04/25	TIERS	T.I.E.R.S. INC.										
1			AED PADS	E	\$236.61	A -7110-40		REC PARK-CONTRACTUAL EXPENS R		09/04/25	09/04/25		1011
25-00653	09/04/25	UNIAUTO	UNITED AUTO SUPPLY										
1			WHEEL BEARING & HUB	E	\$152.05	A -4540-41		TIERS-CONTRACTUAL R		09/04/25	09/05/25		8-700544
2			RETAINER/FRT OIL SEAL	E	\$18.33	A -4540-41		TIERS-CONTRACTUAL R		09/04/25	09/05/25		8-700543
3			CREDIT	E	50.89-	DA -5130-40		MACHINERY-CONTRACTUAL EXPEN R		09/05/25	09/05/25		

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00653	09/04/25	UNIAUTO						UNITED AUTO SUPPLY					
					\$119.49								
25-00654	09/04/25	UNICOR						UNIFIRST CORPORATION					
1		CENTRAL GARAGE MATS			\$141.72	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/04/25	09/04/25		
2		TOWN HALL MATS/SCREENS			\$136.52	A -7560-40	E	TOWN HALL-CONTRACTUAL	R	09/04/25	09/04/25		
					\$278.24								
25-00655	09/04/25	UNICOR						UNIFIRST CORPORATION					
1		UNIFORMS			\$162.74	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS	R	09/04/25	09/04/25		
2		UNIFORMS/TOWELS			\$572.61	DA-5130-40	E	MACHINERY-CONTRACTUAL EXPEN	R	09/04/25	09/04/25		
					\$735.35								
25-00656	09/04/25	UNIFI005						UNIFIRST FIRST AID + SAFETY					
1		FIRST AID SUPPLIES			\$43.13	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/04/25	09/04/25		C558886
25-00657	09/04/25	VILCLA						VILLAGE OF CLAYTON					
1		JOINT COURT LEASE 09/2025			\$1,543.50	A -1110-41	E	COURT-JOINT COURTROOM EXPEN	R	09/04/25	09/04/25		
25-00658	09/04/25	WINNI005						WINNING PROMOTIONS LLC					
1		CORNERSTONE LONG SLEEVE SHIRTS			\$114.40	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS	R	09/04/25	09/04/25		7451
25-00659	09/04/25	WASMAN						WASTE MANAGEMENT OF NY, LLC					
1		DUMPSTER			\$195.10	A -1640-41	E	CENTRAL GARAGE-JT HIGHWAY CC	R	09/04/25	09/04/25		345796-0448-6
25-00660	09/04/25	WHILUM						WHITE'S LUMBER					
1		SUPPLIES			\$19.99	DA-5130-41	E	MACHINERY-JT VILLAGE CONTRAC	R	09/04/25	09/04/25		
2		SUPPLIES			\$484.27	DA-5130-40	E	MACHINERY-CONTRACTUAL EXPEN	R	09/04/25	09/04/25		
3		SUPPLIES			\$598.94	A -7110-40	E	REC PARK-CONTRACTUAL EXPENS	R	09/04/25	09/04/25		
4		SUPPLIES			\$10.31	B -7410-40	E	DEPAUVILLE LIBRARY-CONTRACTU	R	09/04/25	09/04/25		
5		SUPPLIES			\$9.99	DB -5110-40	E	MAINTENANCE OF ROADS-CONTR	R	09/04/25	09/04/25		
6		SUPPLIES			\$32.75	A -7180-40	E	POOL-CONTRACTUAL EXPENSE	R	09/04/25	09/04/25		
					\$1,156.25								

Account Continued

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00667	09/05/25	JEFFERSON COUNTY											
1	08/2025	ASSESSMENT SERVICES			\$5,603.37	A -1355-40	E	ASSESSMENT-CONTRACTUAL	R	09/05/25	09/05/25		250885
25-00668	09/10/25	BILLD005 BILL DEALING											
1	8/2025	BANK RECONCILIATIONS			\$240.00	A -1310-40	E	FINANCE-CONTRACTUAL EXPENSE	R	09/10/25	09/10/25		

Total Purchase Orders: 61 Total P.O. Line Items: 148 Total List Amount: \$307,003.60 Total Void Amount: \$0.00

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	5-A	\$243,079.12	\$0.00	\$0.00	\$243,079.12
General Fund B	5-B	\$1,370.33	\$0.00	\$0.00	\$1,370.33
Highway Town Wide Fund	5-DA	\$44,102.92	\$0.00	\$0.00	\$44,102.92
Highway Part Town Fund	5-DB	\$15,433.28	\$0.00	\$0.00	\$15,433.28
Depauville Sewer Fund	5-FB	\$1,876.56	\$0.00	\$0.00	\$1,876.56
Heritage Heights Sewer Fund	5-GD	\$592.41	\$0.00	\$0.00	\$592.41
CAPITAL PROJECT- DEP SEWE	5-GH	\$37.71	\$0.00	\$0.00	\$37.71
Depauville Street Light	5-HD	\$86.36	\$0.00	\$0.00	\$86.36
Heritage Heights Street Light	5-SL1	\$362.26	\$0.00	\$0.00	\$362.26
Total Of All Funds:		\$307,003.60	\$0.00	\$0.00	\$307,003.60

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	A	\$243,079.12	\$0.00	\$0.00	\$243,079.12
General Fund B	B	\$1,370.33	\$0.00	\$0.00	\$1,370.33
Highway Town Wide Fund	DA	\$44,102.92	\$0.00	\$0.00	\$44,102.92
Highway Part Town Fund	DB	\$15,433.28	\$0.00	\$0.00	\$15,433.28
Depauville Sewer Fund	FB	\$1,876.56	\$0.00	\$0.00	\$1,876.56
Heritage Heights Sewer Fund	GD	\$592.41	\$0.00	\$0.00	\$592.41
CAPITAL PROJECT- DEP SEWE	GH	\$37.71	\$0.00	\$0.00	\$37.71
Depauville Street Light	HD	\$86.36	\$0.00	\$0.00	\$86.36
Heritage Heights Street Light	SL1	\$362.26	\$0.00	\$0.00	\$362.26
Total Of All Funds:		\$307,003.60	\$0.00	\$0.00	\$307,003.60

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
General Fund	5-A	\$243,079.12	\$0.00	\$0.00	\$0.00	\$243,079.12
General Fund B	5-B	\$1,370.33	\$0.00	\$0.00	\$0.00	\$1,370.33
Highway Town Wide Fund	5-DA	\$44,102.92	\$0.00	\$0.00	\$0.00	\$44,102.92
Highway Part Town Fund	5-DB	\$15,433.28	\$0.00	\$0.00	\$0.00	\$15,433.28
Depauville Sewer Fund	5-FB	\$1,876.56	\$0.00	\$0.00	\$0.00	\$1,876.56
Heritage Heights Sewer Fund	5-GD	\$592.41	\$0.00	\$0.00	\$0.00	\$592.41
CAPITAL PROJECT- DEP SEWE	5-GH	\$37.71	\$0.00	\$0.00	\$0.00	\$37.71
Depauville Street Light	5-HD	\$86.36	\$0.00	\$0.00	\$0.00	\$86.36
Heritage Heights Street Light	5-SL1	\$362.26	\$0.00	\$0.00	\$0.00	\$362.26
	5-SL2	\$62.65	\$0.00	\$0.00	\$0.00	\$62.65
Total Of All Funds:		\$307,003.60	\$0.00	\$0.00	\$0.00	\$307,003.60

Agreement

THIS AGREEMENT made this _____ day of _____ 2025, by and between the Town of Cape Vincent, a municipal corporation with offices at 1964 NYS Route 12E, Cape Vincent, New York 13618 (hereinafter "Cape Vincent") and the Town of Clayton, a municipal corporation with offices at 405 Riverside Drive, Clayton, New York 13624 (hereinafter "Clayton") and the Town of Lyme, a municipal corporation with offices at 12175 Route 12, Chaumont, New York 13622 (hereinafter "Lyme") and the Town of Brownville, a municipal corporation with offices at 16431 Star School Road, Dexter, New York 13634 (hereinafter Brownville") collectively (the "Parties").

Recitals

1. The Parties to this agreement are dog licensing authorities for their geographic areas.
2. As dog licensing authorities under the Agriculture and Markets law, the Parties are responsible to provide dog control services within the boundaries of their Towns.
3. The Parties have agreed to cooperate in providing services by hiring an individual who will service all four communities.
4. It is the purpose of this agreement to set forth the terms and conditions under which the Parties will cooperate in providing such dog control services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein,

1. Term.

The term shall be for two (2) years commencing on January 1, 2026 and ending December 31, 2027.

2. Fiscal Agent

For the purpose of this agreement, Cape Vincent shall be considered the fiscal agent. All vouchers, expenses, bills and payroll expenses shall be audited and paid by Cape Vincent.

3. Workers Compensation

The Parties shall list the Dog Control Officer on each of their Workers Compensation policies and, if injured, the Dog Control Officer shall document in which Town the injury occurred and the Town in which the Dog Control Officer is injured shall report to its Workers Compensation Insurance.

4. Dog Control Officer

The Parties agree they shall hire Betsy Ring as Dog Control Officer for the Parties for the term of this agreement. As such, Betsy Ring shall be considered an employee of Cape Vincent.

5. Budget

Cape Vincent shall audit all costs and expenses incurred in providing such services and provide each of the Parties with a quarterly statement of those expenses. Clayton, Lyme and Brownville acknowledge the need to reimburse Cape Vincent on a quarterly basis on April 1st, July 1st, October 1st and January 1st for expenses incurred. Commencing January 1st 2020, each party shall bear a proportional responsibility based on the number of licensed dogs in their Jurisdiction compared to the total number of licensed dogs in the four Townships. The parties shall establish these proportions based on the number of licensed dogs as of September 1st of each year. The parties shall exchange these numbers by September 15th of each year. The Parties shall meet in September of each year to review performance under the agreement.

6. Dog Control Officer Responsibilities

The Dog Control Officer shall have all duties, responsibilities, and authority to enforce and administer the Dog Control Laws of each of the respective Parties to this agreement for the term of this agreement.

7. Shelter

The Parties agree that any dog seized shall be taken to the designated shelter as contracted by the Towns. Any shelter fees incurred will be billed to the party of the community in which the dog was seized and will be paid separately by each community outside of the agreement.

8. Renewal

The Parties agree to meet in September of 2025 to discuss the possible renewal of this agreement and review performance under the agreement.

9. Entire Agreement

The Parties agree that this agreement constitutes the entire agreement of the Parties and may not be changed, modified and altered, except in writing duly signed and acknowledged by the Parties.

10. Governing Law

This agreement shall be interpreted by and in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Parties set their hands and seals this _____ day of _____, 20__.

APPLICATION FOR FIREWORKS DISPLAY PERMIT

Town of Clayton

Ref: NY State Penal Law, Article 405.00

FEE: \$200

Request for fee waiver (Not-for-Profit ONLY) YES

Application Date: August 28, 2025

(A) TO BE COMPLETED BY THE EVENT SPONSOR/ORGANIZATION:

Event Sponsor/Organization: The Antique and Classic Boat Society

Address: 422 James Street, Clayton, NY 13624

Phone: 315-686-2628 office/ 607-423-6328 cell Contact Person: Lora Nadolski Hanson, Executive Director

TO BE COMPLETED BY THE FIREWORKS SHOW CONTRACTOR:

Company Name: Majestic Fireworks Corporation

Address: 29 College Street, Clinton, NY 13323

Phone: 315 244 0235 Contact Person: Al LaValley

NYS Dept. of Labor Explosives Licence# 4-40426-5 Expires: 06/26

Operator - Name of the certified pyrotechnician who will be in charge of the display

Name	Certificate #	Expires
<u>Jimmy Card</u>	<u>PR-791</u>	<u>6/26</u>

Authorized Assistants: Names of the individuals who are authorized by the operator to work on the show, identified either by their certificate number and expiration date, if they are certified, or by their age and phone number, if they are not certified.

Name	Certificate# / Age	Expires / Phone
<u>Travis Church</u>	<u>37</u>	<u>315 261-3782</u>
_____	_____	_____
_____	_____	_____

(Continue on a separate sheet, if necessary).

(B) Display Date/Time: September 19, 2025 **Expected Duration:** 12-14 mins

(C) Display Location: From a barge on the St. Lawrence River, in front of the 1000 Islands Harbor Hotel, Riverside Dr, Clayton, NY 13624

Steve Dorr, Dorr Marine, to provide barge service and Safety Boat w/ caution light.

(D) If display location is water-based, do you have authorization from the US Coast Guard for the activity?
 Yes No If so, attached authorization to this application. Note, your application will not be approved for water-based discharge without USCG approval on file. - *Pending Application.*

(D) Display Content: 140 - 2.5", 100 - 3", 26 = 4", 5 - 5", 250 shot ground display

(E) How will fireworks be stored prior to display: _____

(F) Rain Date for display: N/A

(G) If rained out how will fireworks be stored: returned to NNYDF Magazine

(H) For outdoor displays not before a proximate audience, attach a diagram of the area where the display will take place, showing location where the fireworks will be discharged from, the location of, and distance to: all the buildings, highways, lines of communications, location of the audience, trees, overhead obstructions or other structures or devices that could be affected by the display or fallout from it.

(I) Proof of Insurance or Bond (Minimum One Million Dollars). The policy must provide coverage for damages to any people or property resulting from the fireworks display, as well cover the Town of Clayton, its officers, and employees from any liability related to this fireworks display. Please attach a copy of the policy certificate or other proof of insurance or Bond.

(J) I attest that the information contained in this permit application is accurate, true and complete to the best of my knowledge, and I understand that false statements made in this permit application are subject to the applicable versions of the NYS Penal Law.

[Signature]
Signature of Event Sponsor/Organization

August 29, 2025

Date

[Signature]
Signature of Fireworks Operator/Contractor

08/28/2025

Date

Required Documents Attached:

Event Sponsor/Organization: Proof of Insurance (\$1 MIL Liability Minimum) & Copy of Contract Between Sponsor and Contractor

Fireworks Contractor/Operator: Proof of Insurance (\$1 MIL Liability Minimum), Proof of NYS DOL Explosives License & Site Plan for display.

ALL FIREWORKS PERMITS MUST BE REVIEWED BY THE LOCAL FIRE DEPARTMENT WITH JURISDICTION AND THE TOWN OF CLAYTON CODE ENFORCEMENT OFFICER PRIOR TO APPROVAL BY THE TOWN BOARD.

FOR TOWN USE ONLY:

This application is approved with a favorable recommendation to the Town Board:

Code Enforcement Officer

Fire Department Chief

TOWN BOARD APPROVED ON: _____

APPLICANT NOTIFIED ON: _____

FIREWORKS DISPLAY HOLD HARMLESS AGREEMENT

Town of Clayton

Ref: NY State Penal Law, Article 405.00

Between the Town of Clayton and Allan LaValley - Majestic Fireworks/NNY Display Fireworks
(Print name of Fireworks Contractor)

Witnessed:

1. Allan LaValley (Contractor) agrees to release, indemnify, and hold harmless the Town of Clayton, its officers and employees, from and against any loss, damage of liability, including attorney's fees and expenses, incurred by the latter and their respective employees, agents, or other representatives arising out of or in any manner relating to the manufacture, installation, firing and disassembly of any pyrotechnic equipment or device and / or the supervision and presentation thereof:
2. The applicant (Contractor) has furnished the Certificate of Insurance with limits of liability described below:

- a. Workers Compensation / Employers Liability unlimited
- b. Automobile Liability: 1,000,000
- c. General Liability: 1,000,000
- d. Umbrella Liability: 4,000,000

A true copy of the Certificate of Insurance is attached indicating the Municipality and applicable associations, recreations, or committees formed by the Municipality to organize the "event" named as additional insured on all liability policies.

Event Name: The Antique and Classic Boat Society Date: 09/19/2025 Time: 8:00 PM

Rain Date if Applicable: N/A Time: _____

Name of Applicant (Fireworks Contractor / Operator) (print): Allan LaValley - Majestic Fireworks/NNY Display Fireworks

Signature of Applicant (Fireworks Contractor / Operator): [Signature] Dated: 08/28/2025

Signature of Witness: [Signature] Dated: 8/28/25

Name of Applicant (Event Sponsor/Organization) (print): Lora Nadolski Hanson, Executive Director, The Antique and Classic Boat Society

Signature of Applicant (Event Sponsor/Organization): [Signature] Dated: 8/29/25

Signature of Witness: [Signature] Dated: 8/29/25

Required Documents Attached:

Event Sponsor/Organization: Proof of Insurance (\$1 MIL Liability Minimum) & Copy of Contract Between Sponsor and Contractor

Fireworks Contractor/Operator: Proof of Insurance (\$1 MIL Liability Minimum), Proof of Alcohol, Tobacco & Firearms (ATF) License & Site Plan for display.

STATE OF NEW YORK DEPARTMENT OF LABOR
EXPLOSIVES LICENSE - OWN & POSSESS



ALLAN J. LAVALLEY
NORTHERN NEW YORK DISPLAY FIRE

THIS CARD MUST BE CARRIED TO
PURCHASE, OWN, POSSESS OR
TRANSPORT EXPLOSIVES

DEC 4 44000-0
EXPIRES 04/26

NOT VALID IN NEW YORK CITY

1001 11111111 11 11

STATE OF NEW YORK DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE



ALLAN LAVALLEY
CLASS B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROTECHNICS

EXPIRES: 1/1/27
0000 14-44100-0100
0000 0711111100

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

1001 11111111 11 11

Site Map: Showing rough location of Barge (in Red) 400 ft from shore, off the Harbor Hotel in Clayton, NY





Northern New York Display / MAJESTIC FIREWORKS, INC.

17 Sullivan Rd, Potsdam, NY 13676 / 29 College St, Clinton, NY 13323

Weddings, Graduations, Birthday Parties, Town Events,
Firemen Events, Company Events
Contact: AL LAVALLEY

Phone: 315-244-0235
Email: aalavalley@yahoo.com
www.majesticfireworksinc.com

This agreement is entered on the date of 08/22/2025 by and between Northern NY Display Fireworks /Majestic Fireworks INC. Therein after called the party of the first part, and Lora Nadolski Hanson, The Antique and Classic Boat Society Inc., 422 James St, Clayton, NY 13624 hereinafter known as the part of the second part.

Now, therefore, the parties hereto, intending to be legally bound, agree to do as follows:

The party of the first part is to furnish a display of fireworks, to the party of the second part on the date of Friday, September 19, 2025 @ 9:00pm in the city/village/ or town of Clayton state of NY in a location to be designated by the party of the second part, and approved by the party of the first

SHOOT SITE: on barge off shore of the Harbor Inn Clayton, NY 13624

The party of the first part agrees to all freight and express charges for transportation of fireworks.

The party of the second agrees to supply sand if requested by NNYDF /Majestic Fireworks, Inc.

The party of the first part agrees to help apply for all permits needed, the party of second is responsible for any acknowledgement, inquiries, and cost of said permit, if so applies.

The party of the second part is responsible for clean up of debris fall out if requested by the property owners.
NNYDF /MAJESTIC FIREWORKS, INC IS NOT RESPONSIBLE FOR CLEAN UP

The party of the second agrees that SITE OF SHOOT is a drive to site, if needed –MUST BE MOWED OR PLOWED

The party of the first and second part agree in the event of a postponement of the celebration because of inclement weather the Fireworks display will be held on a rain date set by the party of the second part. If a Rain date is used a fee of 10% of the event will be charged to the second party. RAIN DATE TBD

The part of the first part will provide NYS a certificate of insurance evidencing General Liability and Workers Compensation for the fireworks displays. All individuals/entities listed on the certificate of insurance will be deemed and additional insured per this contract.

All personnel for NNYDF /MAJESTIC FIREWORKS, INC. are ATF CLEARED and NYS CERTIFIED PYROTECHNICIANS

The party of second part will keep public back 400 feet in all directions from fireworks display to protect spectators and motor vehicles. Failure to secure specified area by party of second part shall release the party of the first part of any claims.

The party of second part agrees to pay the party of the first part in case of complete cancellation the amount of 50% of said contract amount; or 75% within 48 hours cancellation of display. Once NNYDF /MAJESTIC FIREWORKS, INC. is on site, the party of the second part agrees to pay the party of the first part 100% of the amount of show.

Please make checks payable to: Allan LaValley/NNYDF.

In witness whereof, the parties have hereunto set their signature on the day and year written above

AMOUNT DUE FOR DISPLAY: \$4,000

BY: Joan A. Nadolski
CUSTOMER SIGNATURE

Joan E. Bielby
MAJESTIC FIREWORKS, INC/
NORTHERN NY DISPLAY FIREWORKS

**DEPARTMENT OF HOMELAND SECURITY
APPLICATION FOR MARINE EVENT**

OMB Number: 1625-0008
Expires: 04/30/2014

Date Submitted: 09/03/2025

FORM INSTRUCTIONS

1. Please, complete on a computer, a typewriter, or print in black ink to permit reproduction.
2. This application must reach the appropriate USCG Sector at least 135 days prior to the event. You may also submit online at: <http://homeport.uscg.mil>.
3. Attach a section of a chart or a scale drawing showing boundaries and/or courses and markers contemplated. A list of sectors may be found here: <http://www.uscg.mil/top/units/>.
4. Submit a copy of your entry requirements and any special rules pertaining to equipment, rigs, or procedures.

1. Name of Event	ACBS 50th Anniversary Fireworks Display		2. Date of Event	09/19/2025
3. Location of Event	St. Lawrence River in front of 1000 Islands Harbor Hotel, Riverside Drive, Clayton, New York			
5. Name and Address of Sponsoring Organization (Include Zip Code)	The Antique and Classic Boat Society, Inc. 422 James Street, Clayton, NY 13624			
8. Types of Boats	Dorr Marine Barge #2	4. Time: From 8:15 To 9:00	6. No. of Participants	7. Sizes of Boats
			1	1
9. No. of Spectator Craft	n/a			

10. Description of Events

Fireworks display for dinner attendees onshore on the grounds of the 1000 Islands Harbor Hotel, Riverside Dr, Clayton, NY 13624. Fireworks will be provided and handled by Majestic Fireworks Corporation, Al LaValley and Jimmy Card. Barge service and caution boat to be provided by Dorr Marine, Steve Dorr.

Al LaValley Phone: 315-244-0235

11. Will This Event Interfere or Impede the Natural Flow of Traffic? NO YES

11a. If YES, briefly explain:

12. What Extra or Unusual Hazard (to participants or non-participants) Will Be Introduced Into the Regatta Area?

Fireworks display content includes: 140-2.5", 100-3", 26-4", 5-5", 250 shot ground display.

13. Have any Objections Been Received from Other Interested Parties? NO YES

13a. If YES, briefly explain:

14. Vessels Provided by Sponsoring Organization for Safety Purposes (number and description)
 1 Safety Boat with Caution Light provided by Dorr Marine.

15. Does the Sponsoring Organization Deem their Patrol Adequate for Safety Purposes? NO YES

15a. If NO, briefly explain:

16. Is a Coast Guard or Coast Guard Auxiliary Patrol Requested for Control of Spectator and/or Commercial Traffic? NO YES

16a. If YES, how many vessels do you recommend and why?

17. Person In Charge	Steve Dorr/Lora Nadolski	18. Where Will 'Person In Charge' be During the Event?	On the Barge/On Shore
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19. How Can 'Person In Charge' be Contacted During the Event?
 315-778-4769/607-423-6328

20. Person to be Contacted for Further Details (Name, Address, Zip Code)
 Lora Nadolski Hanson, ACBS, 422 James Street, Clayton, NY 13624
 20a. Area Code and Phone No.: (607) 423-6328
 20b. Email Address: lora@acbs.org

The undersigned has full authority to represent the sponsoring organization.

21. Name: Lora Nadolski Hanson
 22. Title: Executive Director

23. Address (Include Zip Code) ACBS, 422 James St., Clayton, NY 13624
 23a. Area Code and Phone No.: (315) 686-2628

23b. Email Address: lora@acbs.org

24. Signature: 
 Digitally signed by Lora Nadolski Hanson
 Date: 2025.09.03 11:14:34 -04'00'

PRIVACY ACT STATEMENT

Privacy Act Notice

Authority: 33 U.S.C. §1233 authorizes the collection of this information.

Purpose: The Coast Guard will use this information to determine whether an event poses an extra or unusual hazard to the safety of life and whether or not, and under which conditions, to permit the event on the navigable waters of the United States.

Routine Uses: The information will be used by and disclosed to Coast Guard personnel to evaluate the request. Additionally, the Coast Guard may share the information with facility operators, law enforcement or other government agencies as necessary to promote public safety during the requested marine event.

Disclosure: Furnishing this information is voluntary; however, failure to furnish the requested information may delay or prevent the approval of the requested marine event.

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The Coast Guard estimates that the average burden for this report is 60 minutes. You may submit any comments concerning the accuracy of this burden estimate or any suggestions for reducing the burden to: Commandant (CG-5521), U.S. Coast Guard, 2100 St., SW, Washington D.C. 20593-0001 or Office of Management and Budget, Paperwork Reduction Project (1625-0008), Washington, DC 20503.

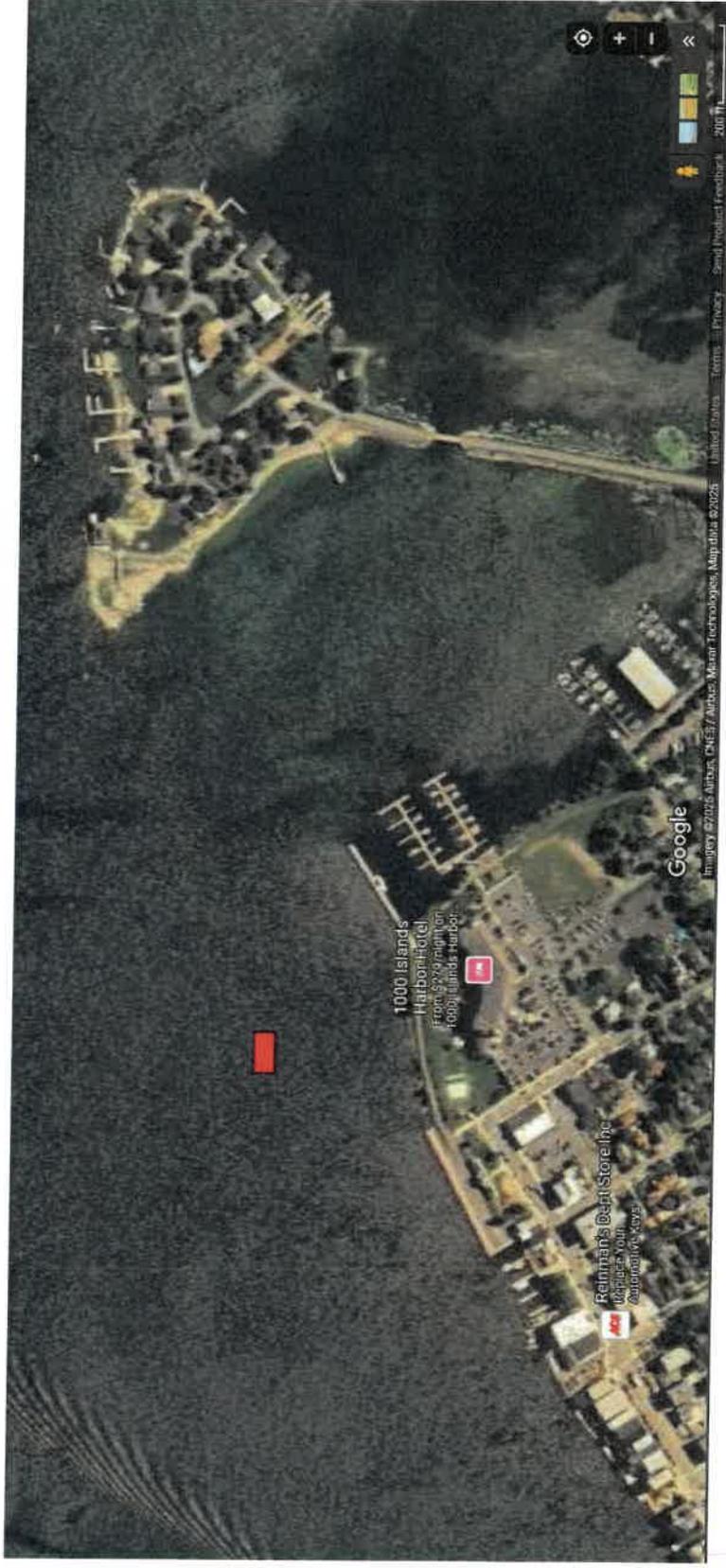
Additional Items for USCG Application for Marine Event

Event Name: ACBS 50th Anniversary Fireworks Display

Date: September 19, 2025, 8:15-9:00PM

1. Attach a section of a chart or image of a chart/map showing the display site. Attached below.
2. Rain Date(s), if any: N/A
3. Name of involved vessels for transferring and/or launching fireworks (including barge): Dorr Marine Barge #2
4. The exact location of vessel when loading fireworks: Fireworks will be loaded onto the barge at the Boat House Marine, 9718 Pier 65, Clayton, NY 13624
5. Date and Time of fireworks loading: September 19, 2025 around 4:30PM.
6. Time Vessel(s) will transit to launch site: Around 7:00PM
7. Hazard Class of fireworks: 1.3G
8. Sizes of shells to be launched during the display: 140 – 2.5”, 100 – 3”, 26 – 4”, 5 – 5”, 250 shot ground display.
9. Fire Department or Fire Marshall Point of Contact (include phone number and email address):
Town of Clayton Fire Department, (315) 686-573
District Chief, Josh Reome, jreome@townofclaytonfd.com, (315) 686-6081
Deputy District Chief, Corey Dorchester, cdorchester@townofclaytonfd.com, (315) 686-6082
Clayton Station Chief, Chris Garceau, cgarceau@townofclaytonfd.com
10. Describe in detail provisions made with Local Fire dept. to supply firefighting protection during the event: In process with Clayton Fire Department.
11. List all permits required and received from local, state, and federal agencies: Fireworks Display Permit submitted to Town of Clayton, NY.
12. Licensed fireworks contractor (Name, Address, and Phone): Majestic Fireworks Corporation, Al LaValley, 29 College Street, Clinton, NY 13323, 315-244-0235
13. Latitude and Longitude of launch site: Roughly 44.245311-76.085233

Site Map: Showing rough location of Barge (in Red) 400 ft from shore, off the Harbor Hotel in Clayton, NY



NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

*September 10, 2025
Town of Clayton
PO Box 379
405 Riverside Drive
Clayton, NY 13624
(315) 686-3512*

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the Town of Clayton.

REQUEST FOR RELEASE OF FUNDS

On or about October 8, 2025 the Town of Clayton will submit a request to the Office of Community Renewal for the release of CDBG funds under Title 1 of the Housing and Community Development Act of 1974, as amended, to undertake a project known as Depauville Wastewater Treatment Facility Disinfection for the purpose of implementation of a disinfection system at its wastewater treatment plant (WWTP) serving the Hamlet of Depauville for an estimated funding of \$1,738,296.

FINDING OF NO SIGNIFICANT IMPACT

The Town of Clayton has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at Town of Clayton Town Clerk's Office and may be examined or copied weekday's 8A.M to 4:00P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Town Supervisor in person at 405 Riverside Drive, Clayton, NY 13624, by mail to PO Box 379, Clayton, NY 13624, by email to townsupervisor@townofclayton.com or by fax to (315) 686-2651. All comments received by October 6, 2025 will be considered by the Town of Clayton prior to authorizing submission of a request for release of funds. Comments should specify which notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The Town of Clayton certifies to the Office of Community Renewal that Timothy Doney in his capacity as Town Supervisor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce

responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Office of Community Renewal's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Town of Clayton to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Office of Community Renewal will accept objections to its release of fund and the Town of Clayton's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Town of Clayton; (b) Town of Clayton has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Office of Community Renewal; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Crystal Loffler, President, at Office of Community Renewal, Hampton Plaza, 38-40 State Street, 4th Floor, Albany, NY 12207. Potential objectors should contact the Office of Community Renewal to verify the actual last day of the objection period.

Timothy Doney
Town Supervisor
Town of Clayton

Notice to Bidders

The Town of Clayton is soliciting bids for rubber floor ReAction tiles for the Cerow Recreational Park Arena entryways and hallways with total coverage area being 2300 sq. ft. and must meet the following specifications:

- Minimum 10 mml thick per tile
- Minimum 10 sq. ft. per tile
- Dark Brown or Grey

Sealed bids must be returned in no later than Wednesday, September 24, 2025 at 2:00PM. Sealed bids may be hand delivered or mailed to the Town Clerk, 405 Riverside Drive, PO Box 379, Clayton, New York 13624.

BY ORDER OF THE TOWN BOARD
Megan Badour, Town Clerk

Dated: September 17, 2025

REQUEST FOR PROPOSALS

SERVICE WORK & MATERIAL SUPPLYING

2026 FISCAL YEAR



**Town of Clayton
405 Riverside Drive
Clayton NY 13624
Phone: 315-686-3512
Fax: 315-686-2651**

**Timothy Doney,
Supervisor**

September 2025

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Appendix A: New York State Prevailing Wage Rate Worksheet

Appendix B: Semi-Annual Checklist for Depauville & Heritage Heights Sewer Lift Stations

Appendix C: Sample of Standard Form of Agreement between Owner and Contractor

Appendix D: Sample of Standard Form of Agreement between Owner and Service Provider

NOTICE TO PROPOSERS

In accordance with the Town of Clayton procurement policy, the Town is seeking proposals from qualified construction contractors, service providers and suppliers for miscellaneous construction work, service work and material supplying for the 2026 fiscal year under the following categories:

A. Miscellaneous Hourly Construction Work at Town Facilities:

- Carpenter
- Electrician
- Plumber
- Mason
- Painter

B. Service Provider Work:

- Pest Control
- Lift Station & STP Maintenance & Inspection
- Septic Tank Pump Out and Hauling
- Marine Transportation to & from Grindstone Island
- Marine Dredging & other related work
- Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island Schoolhouse
- Welding Work at Welder's Shop
- Cleaner at Town Hall & JT Village/Town Highway Barn
- HVAC Preventative Maintenance and Service at listed Town-owned facilities

C. Material Supplying:

- Roadway Traction Material
- ¾" Minus Processed Gravel
- 2" Minus Processed Gravel
- Unprocessed Bank Run Gravel (Nominal 4" Gravel)

Utilization of these services will be for work and materials that is needed beyond the scope or availability of municipal employees or Town owned pit. Work completed will generally be on an hourly basis and for projects not requiring competitive bidding under General Municipal Law. Not to exceed budgets may be requested by the Town on a project-by-project basis. NYS prevailing wage rates shall apply as required by law. Construction Contractors wishing to be considered for miscellaneous construction work shall submit an hourly and daily rate for applicable categories and be all-inclusive, including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead, and profit. Service Providers wishing to be considered for service work shall submit an hourly and daily rate for applicable categories and be all-inclusive, including supplemental benefits, applicable taxes, worker's compensation, transportation, insurance, overhead, and profit. Material suppliers shall quote on materials stored on their premises that they would load out onto Town trucks. Construction

Contractors and Service Providers shall be fully insured for the category submitted and be able to produce a Certificate of Insurance to the Town of Clayton both at the time of award and at any later date during agreement upon the Town's request. A contract will be required for each successful bidder. Payment for work completed or supplied will be paid within 45 days of approval of the invoice. Detailed proposal requirements are available from the Town Engineer via email at rjc@fourthcoast.com, or at the Town Office at 405 Riverside Drive, Clayton, NY, or by contacting the Town Clerk at 315- 686-3512, option 1 or townclerk@townofclayton.com. Please submit proposals to the attention of Timothy Doney, Supervisor, Town of Clayton, 405 Riverside Drive, Clayton, NY, by 2:00 p.m. on November 10, 2025.

THE TOWN OF CLAYTON RESERVES THE RIGHT TO EXTEND THE CONTRACTS FOR THE CALENDAR YEAR OF 2027 IF THE CONTRACT HOLDER AGREES TO THIS EXTENSION.

INFORMATION FOR PROPOSERS

PROPOSAL REQUIREMENTS

PROPOSERS are requested to verify compliance with the following requested items AND INCLUDE WITH THE PROPOSAL THOSE ITEMS AS REQUESTED [Marked with an “x” below]. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.

1. [x] Return Proposal with signed Statement of Non-Collusion.
2. [] Certified check or bid bond as specified under "Bid Bond or Certified Check". The check must be included in the bid package at the time of the bid opening.
3. [x] No certified check or bid bond.
4. [x] Certificate of Insurance naming the Town of Clayton, etc. as additional insured upon notification of award.
5. [] Performance Bond upon notification of award.
6. [] Brochures, catalogs, model numbers, or pertinent literature where applicable.
7. [x] References upon notification of award.
8. [x] Signature of the authorized proposer.
9. [x] Authorization to Bid (Corporations)

PROPOSER'S RESPONSIBILITY

Proposers who respond to the Town of Clayton’s request hereby acknowledge and accept responsibility for the following, and as a condition of the proposal process, agree as follows:

- (a) To submit a complete and legibly prepared proposal;
- (b) Submit proposal form and any enclosed documents in duplicate;
- (c) To submit proposal pricing based upon requirements promulgated by the Town of Clayton;
- (d) To submit the proposal on the Official Proposal Form;
- (e) To be responsible for the mathematical accuracy of their proposal;

The Town of Clayton reserves the right to reject any proposal which, through proposer error or omission, is found to be mathematically incorrect, otherwise incomplete, or not in compliance with the Town of Clayton’s requirements. This right to reject proposals that are incomplete, inaccurate, or not in compliance shall be exercised in the best interest of the Town of Clayton.

SUBMISSION

The envelope shall be marked on its face with the name of the person, firm, or corporation plus section being bid on, such as Miscellaneous Hourly Construction Work at Town Facilities, Service Provider Work, or Material Supplying.

Proposals are due at the Town of Clayton offices at 405 Riverside Drive by 2 p.m. on November 10, 2025.

All proposals shall be addressed to:

Town of Clayton
Timothy Doney, Town Supervisor
405 Riverside Drive
Clayton NY 13624

Any proposal submitted on forms other than the official forms provided by the Town of Clayton may be disqualified. TELEPHONE, FAX AND/OR EMAIL PROPOSALS CANNOT BE ACCEPTED. All proposals submitted must be typed or written in ink and signed by the contractor's designated representative. ALL PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON PAGE ONE (1) OF "INFORMATION FOR PROPOSERS" OR FACE DISQUALIFICATION.

WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn without prejudice prior to the official proposal opening time or any publicized postponement thereof. No withdrawal or change may be made by the proposer after the PROPOSAL has been opened.

REJECTION OF PROPOSAL

The Town of Clayton reserves the right to reject any and all proposals in connection with this project and to waive formalities in a proposal.

NOTIFICATION OF AWARD

The successful proposer(s) will be notified within FORTY-FIVE (45) working days after receipt of proposals. The Town of Clayton reserves the right to reject any and all proposals and to waive any formalities in proposal.

DEPOSIT REQUIREMENTS

- a. A deposit requirement of a certified check or bid bond in the amount equal to a percentage of the total bid figure made payable to the Town of Clayton and clearly marked with the number of the bid to which it pertains to must accompany the bid.
- B. No deposit requirement or certified check is required with this proposal.

DEFAULT/FORFEITURE PROVISIONS

In case of default by the contractor or service provider, the Town of Clayton may procure the article or services from other sources and hold the contractor or service provider responsible for excess costs occasioned thereby.

AWARD OF CONTRACT

The Town of Clayton reserves the right to award work on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different contractors or service providers.)

PIGGYBACKING CLAUSE METHOD OF AWARD

The contract, if awarded, will be let to the lowest responsible bidder in part or in whole who meet(s) all the terms of the specifications in a manner consistent with GM: 103. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Clayton reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104, specifically GML 103 (16). The terms and conditions of any awarded contract which are permitted to be made available to other governmental entities pursuant to GML 103 (16) are extended to other governmental entities who wish to piggyback on an awarded contract. However, it is understood that the extension of such contracts

are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Clayton and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

TRANSFER OR SUBCONTRACTING OF CONTRACT

No contractor or service provider to whom any contract for this proposal shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent in writing of the Town of Clayton.

ACCEPTANCE OF AGREEMENT or PURCHASE ORDER

Failure to accept our agreement for construction work, agreement for service provider, or our purchase order issued pursuant to the specifications or failure to meet stated times of completion for any reason whatsoever shall be sufficient grounds for cancellation of the contract.

PROPOSER'S QUALIFICATIONS

The Town of Clayton reserves the right to examine the responsibility of proposers for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a proposal and/or of a proposed subcontractor; and to investigate and consider the background of such proposers and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

CHANGE ORDER

Every agreement or purchase order is prepared with care; however, it is occasionally necessary to make changes to the original agreement or purchase order. Such changes involve quantity, specifications, price, substitute products, deletion of items, complete cancellation of order, and so forth. Since an agreement or a purchase order is a contract, all changes must be processed through the Purchasing Department with the exception of construction or alteration projects which must be reviewed and have prior approval of the Town of Clayton.

CONTRACTOR'S or SERVICE PROVIDER GUARANTEE

By submitting on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgement. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated within the submitted proposal and may, after reviewing of all consequences of the variance, disqualify the proposal. Accessories supplied shall be compatible with the rest of the equipment.

Contractor or service provider guarantees that the equipment (if any) is standard new equipment, the latest model of regular stock product with all parts regularly used with the type of equipment offered. Each unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year after acceptance of delivery by the Town of Clayton unless otherwise specified. If during this period any such faults develop, the unit or part affected is to be replaced without any cost to the Town of Clayton.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code. Where electronic components are part of the equipment, the Manufacturer's standard guarantee shall apply.

PERMITS AND ORDINANCES

In all operations connected with the work herein specified, all Village and Town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor or service provider must obtain all permits and fees paid if and as required.

HAZARDOUS MATERIALS

Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. All MSDS sheets are to be directed to the attention of the Town of Clayton.

SAFETY AND HEALTH DEVICES

All equipment and services shall meet the requirements of the Federal Government, the State of New York, and the County of Jefferson Safety and Health Regulations as well as the local safety and health regulations of the Town of Clayton.

Equipment shall conform to applicable standards of all National regulations.

DELIVERY COMPLETION REQUIREMENTS

Guaranteed delivery of services may be considered in making the award. Any contractor or service provider who submits a proposal on these specifications agrees to accept our agreement (Copy in Appendix) or purchase order and agrees to provide the services requested. If the contractor or service provider feels he cannot meet the requested delivery/completion date, the Town reserves the right to award work to another contractor or service provider.

CANCELLATION

The Town reserves the right to refuse any services and to cancel all or any part of the contract if the contractor or service provider fails to meet delivery or performance dates.

REFUSAL OF GOODS OR SERVICES

Time is of the essence in delivery of services. The Town reserves the right to refuse any goods or services and to cancel any and all parts of this proposal if the contractor or service provider fails to deliver all or any part of the goods or services in accordance with the terms of the proposal.

INSPECTIONS

The Town of Clayton reserves the right to inspect all work for conformity with the project requirements.

TAXES

The Town is a tax-exempt organization and therefore lacks the authority to pay taxes.

PAYMENT

It is the desire of the Town to pay promptly. It is the vendor's responsibility to submit invoices directly to:

TOWN OF CLAYTON
405 RIVERSIDE DRIVE
PO BOX 379
CLAYTON, NEW YORK 13624

Invoices shall include project information and date, Town of Clayton item number, description work and hours worked. Invoices not on printed billheads shall be signed by vendor.

Invoices exceeding the limits established by the project or for materials or services not qualifying under its specifications are not subject to payment.

CLEANUP

When the job has been completed, the contractor or service provider shall leave the site in a clean and orderly condition, acceptable to the Town of Clayton.

INSURANCE COVERAGE

- A. The successful bidder shall provide the Town of Clayton with a Certificate of Insurance and an "Additional Insured – Owner, Lessees or Contractors - (Form B)" endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming the Town of Clayton, Fourth Coast Inc, and St. Lawrence Engineering, DPC, as additionally insured on the contractor's general liability insurance policies. The policy or policies naming: the Town of Clayton, Fourth Coast, Inc, and St. Lawrence Engineering, DPC, as additional insureds shall:
 - (i) be an insurance policy from an A.M. Best rated "secured", "A" minus or better, New York State Admitted insurer;
 - (ii) provide for 30 days' notice of cancellation;
 - (iii) state that the organization's coverage shall be primary coverage for the Town of Clayton and their Boards, administration, officials, employees, and volunteers.

- B. The successful bidder shall provide the Town of Clayton with a Certificate or Proof of Insurance Coverage for a minimum of:

Bodily Injury and Property Damage and Liability -	\$1,000,000 per occurrence
	And \$2,000,000 aggregate

- C. Contractor or service provider acknowledges that failure to obtain such insurance on behalf of the Town of Clayton constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The contractor is to provide the Town with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

INDEMNIFICATION

The contractor or service provider shall indemnify, defend and hold harmless the Town of Clayton, their officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death,

property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor's negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor's performance of the contract. The contractor shall also indemnify, defend and hold harmless Fourth Coast Inc, and St. Lawrence Engineering, DPC. The fact that the contractor has obtained insurance coverage as required by this RFP/Bid Invitation shall not relieve the contractor's obligation to defend and indemnify as provided under this Section.

PROTECTION

Contractor or service provider shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor or service provider shall take all safety measures required or affirmed during execution of his work.

CONTRACTOR'S or SERVICE PROVIDER'S LIABILITY INSURANCE

The contractor or service provider shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of or result from, the contractor's operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name the Town of Clayton as additional insured, along with Fourth Coast Inc, and St. Lawrence Engineering, DPC. Certificates of such insurance shall be filed with the Town of Clayton.

WAGES AND SALARIES/PRC SCHEDULE

Respondents must agree to conform to Section 103-a,b,c, and d of the General Municipal Law of the State of New York.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing building (Article 8 Public Work Contracts and Article 9 Building Service Contracts) for a contractor or service provider under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work. It is the bidder's responsibility to determine the wage rate applicable to their type of work or service.

Wage rate schedules may be accessed by entering the assigned PRC # (see appendix A) at <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> . New Wage Rates may be redetermined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the redetermined Wage Rates when applicable and shall compensate for this increase in their bid proposal. The contract will not be changed, nor will the Owner pay for any Wage Rate increase after the bid proposals have been submitted.

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are Incorporated

herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and to the hiring of individuals with physical or mental disabilities are incorporated herein by this specific reference.

SEXUAL HARASSMENT POLICY

The Town of Clayton recognizes that the State Human Rights Law imposes liability on the employer for their actions and as such we proactively choose to make our policy available to anyone providing services in the workplace. The Town of Clayton's Sexual Harassment Policy can be found on the Town's website at: <https://townofclayton.com/hr>

PAYROLL RECORDS

Contractor or service provider is responsible for providing the Town with payroll records for employees assigned to the Town's project work throughout the duration of the contract/project.

FAIR LABOR STANDARDS ACT

Contractor or service provider warrants and represents that the goods (if any) covered by this Contract have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules, and regulations.

MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS OWNED ENTERPRISE (WBE)

It is the policy of the Town of Clayton to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the Town with goods and services at competitive prices.

GENERAL INFORMATION

The Town of Clayton includes a prohibition against any employee accepting any gift, gratuity, stipend or other thing of value from entities having a direct or indirect business interest with the Town. The Contractor or service provider agrees that its directors, officers, and employees will not offer or give any gift, gratuity, stipend, or other thing of value to any employee of the Town. The Contractor or service provider shall further report any attempt by a Town employee to solicit any gift, gratuity, stipend, or thing of value. Any violation of this provision shall justify termination of this contract and may result in the rejection of the Contractor's or Service Provider's bids for future contracts.

PROVISIONS REQUIRED BY LAW INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

NO THIRD-PARTY RIGHTS

Nothing in the contract shall create or shall give to third parties any claim or right of action against the Town, the contractor or service provider, or any institution at which work is being carried out beyond such as may legally exist irrespective of the contract.

PROTECTION OF LIVES AND HEALTH

Each contractor and subcontractor or service provider shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United

States of America. The contractor or service provider alone shall be responsible for the safety, efficiency and adequacy of the contractor's or service provider's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

STATE AND FEDERAL LABOR LAW PROVISIONS

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

CONTRACTOR or SERVICE PROVIDER RELATIONSHIP

The relationship created by the contract between the Town and the contractor or service provider is one of an independent contractor or service provider and it is no way to be construed as creating an agency relationship between the Town and the contractor or service provider nor is it to be construed as, in any way or under any *circumstances*, creating or appointing the contractor or service provider as an agent of the Town for any purpose whatsoever.

WORKERS' COMPENSATION BENEFITS

This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor or Service Provider will not discriminate against any employee or applicant for employment for any prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

GOVERNING LAW

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Contractor or Service Provider hereby *consents* to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's or Service Provider's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor or Service Provider must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient.

AMENDMENTS

This contract may not be amended, modified or supplemented except by written agreement of the parties hereto.

SEVERABILITY

Any term or provision of this contract which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering

invalid or unenforceable the remaining terms and provisions of this contract or affecting the validity or enforceability of any of the terms or provisions of this contract in any other jurisdiction. If any provision of this contract is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

MODIFICATION

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

JURISDICTION AND VENUE

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Jefferson, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non convenes.

NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by fax, email, or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provided in the Certification of Compliance.

FREEDOM OF INFORMATION COMPLIANCE

The Town of Clayton is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request.

Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which the Town of Clayton would be justified in denying access. There can be no guarantee that the Town of Clayton can or will maintain the secrecy or the confidentiality of any part of the record.

REQUESTS FOR INFORMATION

All requests for information should be addressed to the Town Supervisor's Office.

DESCRIPTION OF MISCELLANEOUS HOURLY CONSTRUCTION WORK AT TOWN FACILITIES

Carpenter – **PRC#2025011095** Services include any work traditionally considered carpentry. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Electrician – **PRC#2025011100** Services include any work traditionally considered electrical. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Plumber – **PRC#2025011096** Services include any work traditionally considered plumbing. Individuals shall provide hand and power tools necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials will be purchased by the Town in accordance with the procurement policy.

Mason – **PRC#2025011101** Services include any work traditionally considered masonry. Individuals shall provide hand and power tools including power mixers necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All masonry materials will be purchased by the Town in accordance with the procurement policy.

Painter- **PRC#2025011098** Services include any work traditionally considered painting. Individuals shall provide hand, power tools and drop cloths necessary to execute the work and include costs of such tools in the hourly rate. The hourly rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All materials, including paint, brushes/rollers, masking, sandpaper, etc. will be purchased by the Town in accordance with the procurement policy.

DESCRIPTION OF SERVICE WORK AT TOWN FACILITIES

Pest Control – **PRC#2025901006** Services include any work traditionally considered pest control. Individuals shall be licensed or certified to handle and dispense pest control products and chemicals as required under NYS and EPA requirements. Service provider shall provide necessary transportation to site, all protection materials, personnel protective clothing & gear, and proper dispensing sprayers/equipment necessary to execute the work and include those costs in the hourly rate. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. All pesticides and chemicals will be purchased by the service provider. An itemized cost breakdown of pesticides and chemicals used with the original cost basis shown and the bid percentage for supplier's overhead and profit allowed per their bid.

Lift Station & Sewage Treatment Plant Maintenance & Inspection – **PRC#2025011135** Services include semi-annual preventative maintenance of three existing lift stations located at Depauville (2) and Heritage Heights (1) Sewer District with an inspection report. The quote is for the semi-annual preventative maintenance & inspection of all three lift stations and reporting involved as a lump sum number. The semi-annual preventative maintenance scope of work is presented in Appendix B. The service provider is also required to be available for **emergency calls** [24 hours per day, 7 days per week] to inspect, service, repair, and/or replace lift station or treatment plant components to return units to operational status. The service provider shall be within a twenty (20) mile radius of the service area involved. All repair materials or replacement items are to be obtained by this supplier and itemized separately on their invoice with cost documentation presented. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. Allowable markup for overhead and profit will be as stated on the bid form.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Steve Dorr, Highway Superintendent, at 315-778-4169 or townbarn@townofclayton.com

Septic Tank Pump Out & Hauling – **PRC#2025011133** The work is for the existing Town-owned septic tanks in the Depauville Sewer District that involve approximately 100 residential septic tanks (1,000 gallons) and approximately 3 commercial septic tanks (1250 to 1500 gallons). Each year the Town pumps out all the commercial tanks and approximately 1/5th of the residential septic tanks. The plant operator will provide the list of tanks each year to be done. Services include the uncovering of access cover to each septic tank, the removal of access cover, the pumping out of the septic tank sewage, the visual inspection of the tank for defects from the surface, the reinstallation of septic tank access cover, the repositioning of the soil over the septic tank cover, the hauling of the septic tank sewage waste to a licensed facility and the disposal at the facility. The service provider is also required to be available for **emergency calls** (24 hours per day, 7 days per week) to handle unplanned situations, as a separate line item on the bid form. The Town of Clayton has a current annual sewage disposal agreement with the City of Watertown. The price will be based on the cost per residential tank and per commercial tank, as shown on the bid form. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law.

Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with Steve Dorr, Highway Superintendent at 315-778-4169 or townbarn@townofclayton.com

Marine Transportation to & from Grindstone Island – Services include the transportation of equipment and personnel from Clayton to Grindstone Island and from Grindstone Island to Clayton. The trip can originate at Clayton or at Grindstone Island. The Operator MUST hold a valid USCG license that is rated for the vessel being utilized. The barge must be capable of hauling a minimum of 35 tons. The Town uses the service provider to haul highway and buildings/grounds equipment and materials back and forth between these two locations. The service provider MUST have the ability to load equipment from an easily accessible mainland location proximately to the Village of Clayton. The bid rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. **Copies of Insurance, and the Primary captain’s License MUST be included with the bid.** General liability, workers’ compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. It should be noted that the lowest responsible bidder will be awarded the contract. In the event that the low bidder is not able to meet the transportation needs of the Town for any reason, the next bidder will be utilized on a trip-by-trip basis.

Marine Dredging & Related Work - PRC#2025011138 Services include any work traditionally considered marine construction utilizing a barge, crane and excavator. Barge and equipment shall be capable of transporting and setting in place or moving existing concrete anchors or other materials up to 10,000 pounds in water depths up to 20 feet. Dredging work for existing or new floating docks and/or the setting, transporting, and securing or re-securing new or existing floating docks maybe included. Barge owner shall provide crew necessary to operate the barge, crane, and excavator to conduct the work for each project. Individuals shall possess required certifications to operate barge and associated equipment. General liability, workers’ compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. Mobilization and fuel for barge and equipment shall be included in the rate. All materials and supplies will be purchased by the Town in accordance with the procurement policy.

Welding Work at Service Provider’s Shop - The Town requires the ability to obtain welding repair services on various types of material when existing components break down at a welding shop. The Town also has the need for the fabrication of minor items, from time to time, to replace existing deteriorated items or support new items. The materials will vary from mild steel, stainless steel,

aluminum, etc. The service provider shall provide an hourly rate to repair or fabricate minor items as directed by the Town. The hourly rate includes labor costs, equipment, hand tools, electricity, welding gases, welding rod/wire, general liability, workers' compensation, shop facility, all overhead expenses, and profit. The Town plans to have the provider furnish the needed materials on a cost-plus basis. The cost of overhead and profit, in a percentage, to be added to the cost of the materials is to be placed on the bid form along with the hourly rate. **All work is assumed to be accomplished in the provider's shop, therefore the NYS prevailing wages are not applicable for this service.**

Cleaner at Town Hall and Joint Town/Village Highway Barn— PRC# 2025901009 Cleaning services are to be provided twice per week, dates to be agreed upon after bid award, for the Town Hall beginning January 1, 2026 thru December 31, 2026 and additionally, cleaning services are to be provided twice per week, dates to be agreed upon after bid award, for the Joint Town/Village Highway Barn beginning March 8, 2026 thru December 31, 2026. Cleaning equipment and supplies will be provided by the Town unless otherwise agreed upon in writing. Cleaner MUST notify Town when supplies need to be replenished. Town staff will remove collected trash from premises. Cleaner will be required to sign a confidentiality agreement. Cleaner will be provided with one (1) key to the building. The building is not to be accessed by anyone not accompanied by the cleaner. Cleaner may not subcontract work to another individual. Invoices must be itemized to show work done at the Town Hall and work done at the Joint Highway Barn.

Typical scope of work to be done by the cleaner at Town Hall includes:

- Mop the foyer and hallway by offices.
- Vacuum board room.
- Wipe down the board room table.
- Vacuum/sweep offices.
- Mop off pads under desks.
- Wipe desks off (NOTE: if cleared by office holder)
- Dump all trash and recyclables, where directed by Town.
- Wipe windows (inside exterior windows, both sides of doors, and Clerk's front window) when needed.
- Take care of spider webs/dust when needed in all areas.
- Clean basement bathrooms.

Typical scope of work to be done by the cleaner at the Joint V/T Highway Barn:

- Remove trash and recyclables to designated area;
- Clean floors including vacuuming carpets and rugs and cleaning/mopping hard surfaces;
- Clean and service two restrooms, kitchenette/break room and locker room;
- Clean entry doors and windows

The Town Hall and Joint V/T Highway Barn may be inspected before submitting proposals upon request by calling 315-686-6007 for arrangements.

Mowing Maintenance at Two Cemeteries and Schoolhouse on Grindstone Island – Services to include the lawn mowing, trimming, and the general pick up of branches, twigs, etc. At the Thurso Cemetery and the Lower (Civil War) Cemetery, which is located on Grindstone Island, under the direct supervision of the Buildings & Grounds Department, the typical mowing schedule. The typical mowing schedule is as follows (additional mowing should be done as needed): 1-2 times in April; 3-4 times in May; 3-4 times in June; 3-4 times in July; 2-3 times in August; and 2-3 times in September. The service providers are reminded to use their judgment on when to mow, BUT cemeteries MUST be mowed early in the season and need to be in excellent shape for Memorial Day and Labor Day weekends. The typical mowing schedule for the Schoolhouse is approximately once per week (unless weather causes delays). The service providers are reminded to use their judgment on when to mow, BUT the Schoolhouse MUST be mowed early in the season and needs to be in excellent shape for Memorial Day and Labor Day weekends. Service providers must review the Cemeteries and Schoolhouse before submitting their bids. Contact the Town office at 315-686-6007 to make arrangements. Service providers are required to supply their own equipment, fuel, and insurance. Certificate of Insurance must be submitted within forty-five (45) days of award. A lump sum bid for both cemeteries for the season is requested. The Town will pay in four (4) monthly installments from June through September. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law.

HVAC Preventative Maintenance and Service at listed Town-owned facilities – **PRC#2025011137**

1) The Contractor will be responsible for ensuring that the Town's HVAC equipment is properly serviced and maintained in accordance with the manufacturer's recommended maintenance and service schedule. 2) Contractor will furnish all materials, labor, equipment, supplies, and insurance to perform annual preventative maintenance and seasonal start-up. All filters will be provided by the Town. The Contractor is to report needed repairs to the Town and provide a time and material quote for the estimated repair. 3) Contractors are to use adequate numbers of skilled workmen who are thoroughly trained and experienced for the proper performance of the work. 4) The successful contractor may not subcontract work without Town approval. 5) The preventative maintenance for the cooling system should be performed in the spring before the units are started up for the season, and the preventative maintenance for the heating systems should be performed in the fall before the units are started for the winter. 6) The Contractor must supply a contract rate for non-routine "emergency" service calls. The bid rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. General liability, workers' compensation, and automobile insurance must be provided to limits acceptable by the Town or as required by law. The bid rate must include any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc. Contractors may request a site inspection of the facilities prior to submission of a bid. Inspections can be coordinated with James Jones, Recreation Supervisor, at 315-399-7729 or jejones@townofclayton.com

Town-owned facilities covered by this work:

- Town Hall, 405 Riverside Drive, Clayton
- Joint Town/Village of Clayton Highway Garage, 615 East Line Rd, Clayton
- Cerow Recreation Park Arena (NOTE: Includes the Chiller unit), 600 East Line Rd, Clayton
- Depauville Free Library, 32333 County Route 179, Depauville

DESCRIPTION OF MATERIAL SUPPLYING

Roadway Traction Material – The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be granite stone dust and meet ASTM C 33 for the fine aggregate classification except amount passing the #100 sieve size. The particle size distribution for the material shall fall within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
3/8"	100
#4	95 to 100
#8	80 to 100
#16	50 to 85
#30	25 to 60
#50	10 to 30
#100	2 to 15

3/4" Minus Processed Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 3/4" minus bank run gravel with similar particle size distribution within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
3/4"	100
1/2"	85 to 95
3/8"	70 to 80
1/4"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

2" Minus Processed Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 2" processed gravel with similar particle size distribution within the ranges shown below:

<u>Sieve Size</u>	<u>Specified Percent Range</u>
2"	100
1 ½"	93 to 98
1"	75 to 85
¾"	65 to 70
½"	55 to 63
⅜"	50 to 58
¼"	45 to 55
#4	40 to 50
#10	30 to 40
#20	20 to 25
#40	10 to 20
#60	10 to 15
#100	5 to 10
#200	2 to 8

Unprocessed Bank Run Gravel - The Town will purchase material by the ton and will pick up with their own equipment. **The material supplier MUST quote on a ton basis** to supply and load out the Town trucks. *Bids provided in any measurement other than tons will not be accepted.* The Town will purchase the minimum quantity listed on the bid form. They may purchase additional materials at this unit price during the term of the contract. The material shall be 4" unprocessed gravel direct from the bank. The Town is looking for 4" bank run gravel, with the largest piece being around 4" in diameter. The Town will accept minor amounts of 6" to 8" pieces, if necessary.

The Town reserves the right to select materials that may be slightly outside the ranges stated above to fit their application.

NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(Signed) _____

Title _____

RESOLUTION-FOR CORPORATE PROPOSERS ONLY

RESOLVED that _____ (individual) be authorized to sign and submit the proposal of this corporation for the following project (describe project)

And to include in such proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____ 2024.

(SEAL OF CORPORATION)

Secretary

AUTHORIZATION TO BID

RESOLVED, that _____
(Name of Individual)

be authorized to sign and submit the bid or proposal of

(Name of Corporation)

for the supply of fuel and to include in such bid or proposal the certificate of non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by
_____ at a meeting of this board of directors
held on (Name of Corporation)

the _____ day of _____, _____ .

Secretary

(CORPORATE SEAL)

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FORM OF PROPOSAL

Miscellaneous Hourly Construction Work at Town Facilities

The Undersigned _____
 (Contractor)

Address _____ Zip Code _____

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for miscellaneous labor for the fiscal year 2025. To furnish all labor, materials, supplies, plant and equipment, and other facilities to properly perform the work for the total identified below, inclusive of any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc.:

	<u>Hourly Rates</u>	<u>Daily Rates</u>
Carpenter	\$ _____/hr	\$ _____/day
Electrician	\$ _____/hr	\$ _____/day
Plumber	\$ _____/hr	\$ _____/day
Mason	\$ _____/hr	\$ _____/day
Painter	\$ _____/hr	\$ _____/day

If the Proposer does not choose to provide rates for all categories, insert "No Bid".

 Name of Proposer

 Signature

 Federal Employer ID #

 Printed Name of Signer

Title _____

Street _____

Phone _____

City/State _____

Fax _____

email _____

NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.

FORM OF PROPOSAL

Service Provider Work at Town Facilities

The Undersigned _____
(Contractor)

Address _____

Zip Code _____

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Service Work at Town Facilities for the fiscal year 2025. To furnish all labor, materials, supplies, plant, and equipment, and other facilities to properly perform the work for the total identified below, inclusive of any additional rates such as truck rate, equipment rate, travel rate, fuel surcharges, etc.:

Pest Control Work:

Regular Hourly Rate: \$ _____/hr

Overtime & Saturday Rate: \$ _____/hr

Sunday & Holiday Rate: \$ _____/hr

Overhead & Profit Markup Percentage on Supplies _____%

Lift Station & Sewage Treatment Plant Work:

Lump Sum for Semi-Annual Preventative Maintenance & Inspection \$ _____/Inspection

Regularly Hourly Rate: \$ _____/hr

Overtime & Saturday Rate: \$ _____/hr

Sunday & Holiday Rate: \$ _____/hr

Emergency Call Rate: \$ _____/hr

Overhead & Profit Markup Percentage on Materials & New Equipment _____%

Septic Tank Pump Out & Hauling:

20 Residential Septic Tanks @ \$ _____/Tank \$ _____

3 Commercial Septic Tanks @ \$ _____/Tank \$ _____

TOTAL BID \$ _____

Emergency Call-out Rates:

Normal weekday business hours 7:00 AM to 3:30 PM for Residential Tanks \$ _____/Tank
Normal weekday business hours 7:00 AM to 3:30 PM for Commercial Tanks \$ _____/Tank

Overtime hours on Weekday and for Saturdays for Residential Tanks \$ _____/Tank
Overtime hours on Weekday and for Saturdays for Commercial Tanks \$ _____/Tank

Overtime hours on Sundays and Holidays for Residential Tanks \$ _____/Tank
Overtime hours on Sundays and Holidays for Commercial Tanks \$ _____/Tank

Marine Transportation to & from Grindstone Island:

Option #1

Cost per hour: \$ _____/Hr

Option #2 Bulk transportation up to 140 tons

Bulk Marine Transportation per hour: \$ _____/Hr

Marine Work:

Operating Engineer	\$ _____/hr	\$ _____/day
Chief Mate	\$ _____/hr	\$ _____/day
Licensed Boat Operator	\$ _____/hr	\$ _____/day
Shoreman	\$ _____/hr	\$ _____/day
Deckhand	\$ _____/hr	\$ _____/day
Barge	\$ _____/hr	\$ _____/day
Crane	\$ _____/hr	\$ _____/day
Excavator	\$ _____/hr	\$ _____/day

Mowing Maintenance at Two Cemeteries on Grindstone Island and Grindstone Island Schoolhouse:

Mowing Maintenance for one season: \$ _____/Lump Sum

Welding Work at Service Provider’s Shop:

Hourly Rate: \$ _____/hr

Overhead & Profit Percentage Markup on Materials: _____%

Cleaner at Town Hall and JT Highway Barn:

Monthly Rate (inclusive of cleaning twice per week x two facilities): \$ _____/hr

HVAC Preventative Maintenance at Town-owned facilities:

Hourly Rate: \$ _____/hr

Contract Rate for non-routine Service Call-out:

Normal weekday business hours 7:00 AM to 3:30 PM \$ _____/hr

Overtime hours on Weekday and for Saturdays \$ _____/hr

Overtime hours on Sundays and Holidays \$ _____/hr

If the Proposer does not choose to provide rates for all categories, insert “No Bid”.

Name of Proposer

Signature

Federal Employer ID #

Printed Name of Signer

Title_____

Street_____

Phone_____

City/State_____

Fax_____

email_____

NOTE: Be sure to include a completed Non-Collusive Proposal Certificate with your Bid.

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FORM OF PROPOSAL
Material Supplying

The Undersigned _____
(Contractor)

Address _____

Zip Code _____

hereby certifies that he/she has examined and fully comprehends the requirements prepared by the Town of Clayton for Material Supplying for the fiscal year 2026. To furnish all materials, as listed below:

Road Traction Material:

200 Truck Loads @ 18 tons/tl = 3600tons @ \$ _____/ton = \$ _____ Total

¾" Minus Processed Gravel:

4 Truck Loads @ 18 tons/tl = 72tons @ \$ _____/ton = \$ _____ Total

2" Minus Processed Gravel:

4 Truck Loads @ 18 tons/tl = 72 tons @ \$ _____/ton = \$ _____ Total

Unprocessed Bank Run Gravel:

4 Truck Loads @ 18tons/tl = 72 tons @ \$ _____/ton = \$ _____ Total

Typical minimum quantities utilized to determine low bidder for material supplying.

If the Proposer does not choose to provide rates for all categories, insert "No Bid".

Name of Proposer

Signature

Federal Employer ID #

Printed Name of Signer

Title _____

Street _____

Phone _____

City/State _____

Fax _____

email _____

APPENDIX A

Town of Clayton – Miscellaneous Hourly Construction Work, Service Provider Work and Material Supplying RFP 2026 Fiscal Year

NEW YORK STATE PREVAILING WAGE RATES

In order to find the NYS Prevailing Wage Rate for any given contract, please visit the link below and enter the PRC# provided next to the contract name when prompted.

NYS DOL Prevailing Wage Rate Link:

<https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>

Contract Listing:

Carpenter: PRC#2025011095

Electrician: PRC#2025011100

Plumber: PRC#2025011096

Mason: PRC#2025011101

Painter: PRC#2025011098

Pest Control: PRC#2025901006

Lift Station and STP Maintenance and Inspection: PRC#2025011135

Septic Tank Pumping and Hauling: PRC#2025011133

Marine Transportation to and from Grindstone: No Prevailing Wage

Marine Dredging & other related work: PRC#2025011138

Mowing Maintenance at two island cemeteries and Grindstone Schoolhouse: No Prevailing Wage

Welding Work at Welder's Shop: No Prevailing Wage

Cleaner at Town Hall: PRC#2025901009

HVAC Preventative Maintenance and Service: PRC#2025011137

APPENDIX B

Semi-Annual Checklist for Depauville & Heritage Heights Sewer Lift Stations

Reference: Lift Station & Sewer Treatment Plant Maintenance & Inspection for Depauville & Heritage Heights Sewer Districts.

Subject: Semi-Annual Checklist

Note: Service Contractor to inspect the three existing Lift Stations and provide a separate report for each station involved

1. Check pump hours, and compare to previous readings to determine unbalanced run times.
2. Conduct a drawdown test for each pump. Record drawdown for each pump.
3. Verify check valve operation
4. Check for scum accumulation/clean
5. Check for grit accumulation/clean
6. Check/clean floats
7. Inspect
 - a. Pump power cables
 - b. Float cables
 - c. Rails/lifting mechanism
8. Electrical
 - a. Tighten all connections
 - b. Check for signs of internal corrosion/gas seal
 - c. Inspect wires and cables for signs of overheating
 - d. Test insulation resistance
 - e. Check running amps for pumps
 - f. Check voltage
 - g. Verify float operation
 - h. Inspect and clean starter contacts
 - i. Test circuit breaker mechanisms
 - j. Exercise breaker mechanisms
 - k. Check alarm operation; audio and visual
9. Contractor to provide a written report summarizing the information gathered above, plus any other items identified at the time of the inspection. The report shall be provided to the Town within 7 days of the inspection.

APPENDIX C

[Sample] Standard Form of Agreement Between Owner and Service Provider

AGREEMENT made as of the ____ day of _____ in the year of _____.

BETWEEN the Owner: **Town of Clayton**

and the Service Provider: _____

The Project is: ***Town of Clayton - Service Work at Town Facilities***

The Owner and Service Provider agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Agreement, Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work and Material Supplying RFP, dated October 2025 issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

- A. The Service Provider shall fully execute the Work described in the Request for Proposal (RFP) to provide Service Work for _____, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT OF WORK AND END OF CONTRACT PERIOD

- A. The date of commencement of the Work shall be January 1, 2026.
- B. The end of the Contract Period shall be December 31, 2026, unless extended by agreement of both parties in writing.

ARTICLE 4 CONTRACT SUM

- A. The Owner shall pay the Service Provider according to the unit prices, materials supplied (if any), and the stated markups for materials furnished (if any) for the performance of miscellaneous work stated in Article 2 above, on a monthly basis.

ARTICLE 5 PARTIAL PAYMENTS

- A. The Service Provider shall bill the Town as stated in RFP; if not stated, the Service Provider shall invoice on a monthly basis whenever work may be performed.
- B. The period covered by each Invoice for Payment shall be one calendar month ending on the last day of the month unless stated otherwise in the RFP.

- C. Service Provider shall provide daily time sheets and material sheets to cover each day’s work. These shall be approved by Town’s representative on a weekly basis and submitted with the monthly invoice or as stipulated in the RFP. This requirement may be waived on lump sum bid items.
- D. The Invoice must be submitted to the Town of Clayton in accordance with their normal accounting review and payment process.
- E. Payment by the Town will be within 30 days, if proper procedures are followed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- A. Where reference is made in this Agreement to Contract Document, the reference refers to the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated October 2025.
- B. The Owner’s representative for this work will be the Town Supervisor. Note: The Town Supervisor may appoint different Town project representatives over the term of this contract, as this contract may involve numerous small short-term projects at different facilities.
- C. The Service Provider’s representative is: _____

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

- A. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- B. The Agreement is this executed Standard Form of Agreement Between Owner and Service Provider.
- C. The Contract Documents are the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated October 2025.

This Agreement is effective on January 1, 2026. It is executed in at least two original copies, of which one is to be delivered to the Service Provider, and one to the Owner.

OWNER (Signature)
 Timothy Doney, Supervisor

SERVICE PROVIDER (Signature)

 (Date Signed)

 (Date Signed)

APPENDIX D

[Sample] Standard Form of Agreement Between Owner and Contractor

AGREEMENT made as of the ____ day of _____ in the year of _____.

BETWEEN the Owner: **Town of Clayton**

and the Contractor: _____

The Project is: ***Town of Clayton - Miscellaneous Hourly Construction Work at Town Facilities***

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Agreement, Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work and Material Supplying RFP, dated October 2025 issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications appears in Article 7.

ARTICLE 2 THE WORK OF THIS CONTRACT

- A. The Contractor shall fully execute the Work described in the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work for _____, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT OF WORK AND END OF CONTRACT PERIOD

- A. The date of commencement of the Work shall be January 1, 2026
- B. The end of the Contract Period shall be December 31, 2026, unless extended by agreement of both parties in writing.

ARTICLE 4 CONTRACT SUM

- A. The Owner shall pay the Contractor according to the unit prices, materials supplied (if any), and the stated markups for materials furnished (if any) for the performance of miscellaneous work stated in Article 2 above, on a monthly basis.

ARTICLE 5 MONTHLY PAYMENTS

- A. The Contractor shall bill the Town on a monthly basis whenever work may be performed.
- B. The period covered by each Invoice for Payment shall be one calendar month ending on the last day of the month.
- C. Contractor shall provide daily time sheets and material sheets to cover each day's work. These shall be approved by Town's representative on a weekly basis and submitted with the monthly invoice.

- D. The Invoice must be submitted to the Town of Clayton in accordance with their normal accounting review and payment process.
- E. Payment by the Town will be within 30 days, if proper procedures are followed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- A. Where reference is made in this Agreement to Contract Document, the reference refers to the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated October 2025.
- B. The Owner’s representative for this work will be the Deputy or Town Supervisor. Note: The Town Supervisor may appoint different Town project representatives over the term of this contract, as this contract may involve numerous small short-term projects at different facilities.
- C. The Contractor’s representative is: _____

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

- A. The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- B. The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.
- C. The Contract Documents are the Request for Proposal (RFP) to provide Miscellaneous Hourly Construction Work, Service Work, and Material Supplying RFP, dated October 2025.

This Agreement is effective on January 1, 2026, and is executed in at least two original copies, of which one is to be delivered to the Contractor, and one to the Owner.

OWNER (Signature)
 Timothy Doney, Supervisor

CONTRACTOR (Signature)

 (Date Signed)

 (Date Signed)

