

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
Fax: (315) 686-2651
www.townofclayton.com

Town Clerk
Megan Badour

TOWN BOARD WORKSHOP MEETING AGENDA

Wednesday, September 24, 2025 • 5:30pm • Cerow Recreation Park Arena

1. Pledge of Allegiance

2. Town Board Workshop Meeting

A. Guests: N/A

B. Town Clerk

- i. Correspondence that needs recording
- ii. Minutes from 9/10/2025 Regular Meeting
- iii. Presentation of 2026 Tentative Budget

C. Public: Comment on Agenda Items

D. Workshop Discussion Items

- i. Floor Mat Bid Award
- ii. Resignation: Lori Arnot ZBA
- iii. Appointment: Mike McMahon ZBA
- iv. Resolution No. 47 of 2025: Assessment Services
- v. Resolution No. 48 of 2025: Appoint Assessor
- vi. Resolution No. 49 of 2025: BIG-P Grant Application
- vii. Budget Workshop Reminder- October 1, 2025 @ 5PM at Cerow Rec Park Arena

E. Public: *Comment on Non-Agenda Items*

3. Adjournment

Next Board Meeting: *Wednesday, October 8, 2025 @ 5:00pm at Cerow Recreation Park Arena*



22072 County Route 190
Watertown, NY 13601
315-782-5540
ncls.org

September 15, 2025

Depauville Free Library
32333 County Route 179
Depauville, NY 13632-0239

Dear Library Director,

Thank you for your recent NYS Public Library Construction Program application. The North Country Library System received numerous requests during this grant cycle. The decision-making process was a difficult one, with many worthwhile libraries vying for a limited amount of grant dollars.

After careful review of all applications, your library is being recommended to receive a State Aid for Library Construction award of \$409,194 (approximately 90%).

Please contact the System Services Coordinator (dvincent@ncls.org) by end of business, Friday, September 19th, to confirm that the library is willing to move forward at the recommended award level.

Sincerely,

A handwritten signature in cursive script that reads "Paulette Roes".

Paulette Roes
Executive Director

Town of Clayton Regular Meeting Minutes

Wednesday, September 10, 2025

The Town Board of the Town of Clayton held their regular meeting at 5:00 PM, located at Cerow Recreation Park, 600 East Line Rd, Clayton, NY 13624.

The following persons attended:

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

1. Pledge of Allegiance: Supervisor Doney led the pledge of allegiance.
2. Guests: N/A
3. Town Clerk
 - A. Correspondence that Needs Recording
 - 1000 Islands International Tourism Council Invitation (see attached)
 - NYS Parks, Recreation and Historic Preservation Grant Program denial (see attached)
 - Charter Communications updates (see attached)
 - B. Minutes from 8/27/2025
 - Motion was made by Kenneth Knapp, seconded Donna Patchen to approve Workshop Meeting Minutes 8/27/25. **Motion carried.**
4. Public: Comment on Agenda Items-N/A
5. General Discussion Items:
 - A. Bills & Transfers
 - i. Abstract #9 of 2025 in the amount of \$307,003.60
Motion to approve Abstract #9 of 2025 in the amount of \$307,003.60 made by Kathleen LaClair, seconded by Kenneth Knapp. **Motion carried.**
 - ii. Transfers: \$19,209.27 from General Checking to Depauville Sewer Project Acct
Motion to approved the transfer of \$19,209.27 from General Checking to Depauville Sewer Project Acct made by Kenneth Knapp, seconded by James Kenney. **Motion carried.**
 - iii. Budget Amendment: N/A
 - iv. New Accounts/Special Entries: EV Charger Accounts
Motion to approve creating new EV Charger Accounts made by James Kenney, seconded by Kathleen LaClair. **Motion carried.**
 - B. Supervisor's Report & Bank Reconciliations: August 2025
Motion to approve August 2025 Supervisor Report and Bank Reconciliations made by Kenneth Knapp, seconded by Donna Patchen, Abstain: James Kenney. **Motion carried.**
 - C. Balance Sheets: August 2025
 - D. Resignations & Appointments
 - i. Resignations: N/A
 - ii. Positions/Appointments: N/A
 - iii. Rate Changes: N/A
 - E. Training: N/A
 - F. Town Clerk's Office Hours of Operation
Motion to set Town Clerk Office Hours as Monday thru Friday 7:00am-3:30pm except during Tax Season (January 1st to March 31st) when they will be extended to Monday thru Friday 8:00am-5:00pm, evening and weekend hours to remain as previously approved, by Kenneth Knapp, seconded by Donna Patchen. **Motion carried.**
 - G. Dog Control IMA
Motion to authorize Supervisor Doney to sign the IMA for Dog Control services, 2 yr agreement, with the Town of Cape Vincent, made by James Kenney, seconded by Kenneth Knapp, Opposed Donna Patchen. **Motion carried.**
 - H. Antique Boat Museum Fireworks Application
Motion to approve the Antique Boat Museum Fireworks application made by Kenneth Knapp, seconded by James Kenney. **Motion carried.**

Motion to waive the fee for the fireworks application made by Kenneth Knapp, Kathleen LaClair.
Motion carried.

I. Depauville Sewer Wastewater Treatment Facility-FONSI & NOIRROF

The Notice of No Significant Impact and Notice of Intent to Request the Release of Funds is scheduled to be published today, September 10. The comment period will be until Monday, October 6, 2025.

J. Cerow Arena Floor Mat Bid

Motion to authorize bid solicitation for floor mats for the Cerow Recreation Park Arena with a return of September 22, 2025 @ 2:00 pm made by Kenneth Knapp, seconded by Donna Patchen.

Motion carried.

K. Authorize Miscellaneous RFPs 2026

Motion to authorize Miscellaneous RFPs for 2026 with a return of November 10, 2025 @ 2:00 pm made by Donna Patchen, seconded by James Kenney. **Motion carried.**

L. Fuel Bid Award

Motion to award the fuel bids for the 2025-2026 Winter Season to Mirabito for fuel oil @ fixed \$2.764 and Superior for propane @ a fixed rate of \$1.299 by Donna Patchen, seconded by Kenneth Knapp. **Motion carried.**

VENDOR					
#2 FUEL OIL					
	OPTION 1: FIXED		OPTION 2: VARIABLE		
			Car Price	Rack Diff	Price to Town
Christmans	No Bid		2.3900	+ .25	\$2.64
Superior	No Bid		No Bid		
Philly Fuels	3.0000		2.4000	+ .35	\$2.75
LaFlamme	2.8400		1.5400	+1.27	\$2.81
Hellers	2.8400		1.5400	+1.27	\$2.81
Ferrell Gas	No Bid		No Bid		
Mirabito	2.7640		2.2010	+ .35	
				-	
PROPANE					
	OPTION1: FIXED		OPTION 2: VARIABLE		
			Car Price	Rack Diff	Price to Town
Christmans	No Bid		0.94310	+ .25	\$1.193
Superior	1.2990		0.9530	0.25	\$1.203
Philly Fuels	1.3200		0.9698	+ .15	\$1.119
LaFlamme	1.5700		1.0900	+ .44	\$1.53
Hellers	1.5700		1.0900	+ .44	\$1.53
Ferrell Gas	No Bid		0.9806	+ .50	\$1.4806
Mirabito	1.5200		No Bid		

6. Supervisor’s Report: Highway, Consolidated Health District, Youth Commission & Antique Boat Museum- Supervisor Doney reported that this time, there will be a meeting next Tuesday on the Shoreline Improvement Expansion. Additionally, it was reported that the Pickleball Court is complete and the Youth Commission has poured the pad for their new building.
7. Department Head Reports:

- A. Highway Superintendent: Steve Dorr- Superintendent Dorr reported that they are ready to start paving next week.
- B. Buildings & Grounds: James Jones- Boards and glass are in with an expected ice date of 9/26/25.
- C. Assessor: Interim Alexander Marchenkoff- N/A
- D. Codes/Zoning: Richard Ingerson- N/A

8. Council Reports:

- A. Councilman Knapp: Libraries & Chamber of Commerce: Councilman Knapp reported that the Depauville and Clayton libraries have begun their reading programs.
- B. Councilwoman Patchen: Buildings & Grounds, Cemeteries, and Purchasing & Personnel: See James Jones' report.
- C. Councilman Kenney: No report at this time.
- D. Councilwoman LaClair: No report at this time.

9. Public: Submitted Requests to Address the Board: N/A

10. Adjournment:

Motion was made by Kathleen LaClair, seconded by Donna Patchen to adjourn regular meeting at 5:41 PM. **Motion carried.**

Next Board Meeting: Wednesday, September 24, 2025 @ 5:00pm, located at Cerow Rec Park Arena, 600 East line Rd, Clayton, NY 13624.

Megan Badour, Town Clerk

QUOTE

Becker Arena Products Inc.
720 Innovation Dr.
Shakopee MN 55379

Phone: 952-890-2690
Page: 1 of 3
Quote Date: Sep 4, 2025

Sourcewell ID: 35748

6005919

Quote To:

208349

Cerow Recreation Park
600 East Line Rd
c/o Town of Clayton
Clayton NY 13624 United States of America

Email:

Phone: 315-686-4310

Fax:

Expires:

Oct 10, 2025

Reference:

Quoted By:

Damon Evans
damon.evans@beckerarena.com
952-567-7720

Sales Person:

Damon Evans
952-567-7720
damon.evans@beckerarena.com

Terms:

Net 30 Days

Line	Part	Description				
1	38.15054	REACTION 10 MM PUTTY # 675				
		2,300 square feet				
			Qty	Unit Price	Discount %	Net Price
			214.00 SH	110.00	0.00	23,540.00 USD
2	TARIFF 42	Tariff - Rubber Flooring				
			Qty	Unit Price	Discount %	Net Price
			1.00 EA	7,758.78	0.00	7,758.78 USD
3	301856	Adhesive, Sport Floor 1-Part 4GAL Pail				
			Qty	Unit Price	Discount %	Net Price
			7.00 EA	225.00	0.00	1,575.00 USD

Line (3) - Miscellaneous Charge -

Description	Ext. Price
1.) ASO Shipping and Handling	3,925.00

Lines Total 32,873.78



QUOTE

Becker Arena Products Inc.
720 Innovation Dr.
Shakopee MN 55379

Phone: 952-890-2690
Page: 2 of 3
Quote Date: Sep 4, 2025

6005919

Sourcewell ID: 35748

Please note: Any applicable taxes, duties and customs charges are not included in your quote and will be added at the time of invoice.

Line Miscellaneous Charges	3,925.00
Quote Miscellaneous Charges	0.00

Customer acceptance signature and Date:

Quote Total 36,798.78 \$

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

- 1. Definitions.** In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.
- 2. Payment.** Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.
- 3. Prices, Duties and Taxes.** Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.
- 4. Delivery.** Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.
- 5. Retention of Title.** Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.
- 6. Warranty.**
- a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations.
- b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPLIED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.
- 7. Claims and Liability.**
- a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.
- b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods.
- c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.
- d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's
- personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.
- e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.
- 8. Default.** Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.
- 9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.
- 10. Cancellation.** Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.
- 11. No-Assignment.** No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.
- 12. Force Majeure.** Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.
- 13. Advice.** Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.
- 14. Entire Agreement.** This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.
- 15. Law and Arbitration.** This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation); and absent such local committee in that specific country – the ICC UK Committee (www.icuk.net) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and Judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.



Mariah LaClair <mclair@townofclayton.com>

Resign

1 message

Lori Wilson Arnot <loriarnotlmt@gmail.com>

Wed, Sep 10, 2025 at 7:58 PM

To: Mariah LaClair <mclair@townofclayton.com>, Stephen Mack <macs2014@yahoo.com>

Dear friends,

I regret to inform you that I am stepping down for my position on the zoning board of appeals while I have enjoyed myself on this board for several years. My time has now come to a close. Should you need help in the future? I'm not going far And if a position on the planning board opens, I would love to be considered for that.

Thank you kindly for all of the hours we have spent in the boardroom. I am grateful for the experience.

Sincerely,

Lori Arnot

RESOLUTION NO. 47 OF 2025

TOWN OF CLAYTON

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF
JEFFERSON FOR APPRAISAL, EXEMPTION, ASSESSMENT SERVICES AND
DATA COLLECTION ON AN INTERIM BASIS**

Dated: September 24, 2025

At a regular meeting of the Town Board of Clayton, Jefferson County, New York held at the Cerow Recreation Park Arena, 600 East Line Road, Clayton, New York, on the 24th day of September, 2025 at 5:00 pm, prevailing time.

The meeting was called to order by Supervisor Doney and upon roll being called, the following were:

PRESENT: Timothy Doney, Supervisor
James Kenney, Councilman
Donna Patchen, Councilwoman
Kenneth Knapp, Councilman
Kathleen LaClair, Councilwoman

ABSENT: None

WHEREAS, the Town of Clayton Town Board feels it is in the Town of Clayton's best interest to enter into an agreement with the County of Jefferson for appraisal, exemption, assessment services and data collection on an interim basis, and

WHEREAS, the cost of said services beginning October 1, 2025 will be \$20 per parcel for appraisal, exemption and assessment services and \$8 per parcel for data collection, and

WHEREAS, data collection services will be done in increment amounts to be determined between the Town Supervisor and the Jefferson County Director of Real Property Tax Services, and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Clayton moves to allow interim appraisal, exemption, assessment services and data collection to be provided by Jefferson County.

WHEREFORE, this resolution is temporary and shall expire automatically on December 31, 2029

The forgoing Resolution was offered by Board Member, _____, and seconded by Board Member, _____, and upon roll call vote of the Board was duly adopted as follows:

Timothy Doney, Supervisor	Yes ____	No ____	Absent ____
James Kenney, Councilman	Yes ____	No ____	Absent ____
Donna Patchen, Councilwoman	Yes ____	No ____	Absent ____
Kenneth Knapp, Councilman	Yes ____	No ____	Absent ____
Kathleen LaClair, Councilwoman	Yes ____	No ____	Absent ____

Yes ____ No ____ Abstain ____ Absent ____ Dated: September 24, 2025

The Resolution was thereupon declared duly adopted.

Certification:

I, Megan Badour, Town Clerk of the Town of Clayton, do hereby certify that the above resolution was adopted at a regular meeting of the Town Board of the Town of Clayton held on September 24, 2025 and it is on file and of record, and that said resolution has not been altered, amended or revoked and it's in full force and effect.

[SEAL]

Megan Badour, Town Clerk

RESOLUTION NO. 48 OF 2025

TOWN OF CLAYTON

A RESOLUTION TO APPOINT TOWN OF CLAYTON SOLE ASSESSOR

Dated: September 24, 2025

At a regular meeting of the Town Board of Clayton, Jefferson County, New York held at the Cerow Recreation Park Arena, 600 East Line Road, Clayton, New York, on the 24th day of September, 2025 at 5:00 pm, prevailing time.

The meeting was called to order by Supervisor Doney and upon roll being called, the following were:

PRESENT: Timothy Doney, Supervisor
James Kenney, Councilman
Donna Patchen, Councilwoman
Kenneth Knapp, Councilman
Kathleen LaClair, Councilwoman

ABSENT: None

WHEREAS, all appointments to the position of Sole Assessor in New York State expire on September 30, 2025; and

WHEREAS, the successive term for the position of Sole Assessor is October 1, 2025 to September 30, 2031; and

WHEREAS, the Town of Clayton shall enter into agreement with the County of Jefferson for appraisal, exemption, assessment services and data collection beginning October 1, 2025; and

WHEREAS, it is recommended by the County of Jefferson to appoint Christina M. Johnson to the position of Sole Assessor.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Clayton on this 24th day of September, 2025 that Christina M. Johnson is appointed to the position of Sole Assessor for a term of October 1, 2025 to September 30, 2031.

The forgoing Resolution was offered by Board Member, _____, and seconded by Board Member, _____, and upon roll call vote of the Board was duly adopted as follows:

Timothy Doney, Supervisor	Yes ____	No ____	Absent ____
James Kenney, Councilman	Yes ____	No ____	Absent ____
Donna Patchen, Councilwoman	Yes ____	No ____	Absent ____
Kenneth Knapp, Councilman	Yes ____	No ____	Absent ____
Kathleen LaClair, Councilwoman	Yes ____	No ____	Absent ____

Yes ____ No ____ Abstain ____ Absent ____ Dated: September 24, 2025

The Resolution was thereupon declared duly adopted and shall take effect immediately.

Certification:

I, Megan Badour, Town Clerk of the Town of Clayton, do hereby certify that the above resolution was adopted at a regular meeting of the Town Board of the Town of Clayton held on September 24, 2025 and it is on file and of record, and that said resolution has not been altered, amended or revoked and it's in full force and effect.

[SEAL]

Megan Badour, Town Clerk

RESOLUTION NO. 49 OF 2025

TOWN OF CLAYTON

**A RESOLUTION AUTHORIZING DESIGNATED REPRESENTATIVE TO APPLY FOR
AND ADMINISTER BIG-P GRANT FUNDING, AND COMMITTING TO A MINIMUM
20-YEAR AGREEMENT FOR MAINTENANCE AND OPERATION OF THE PROJECT**

Dated: September 24, 2025

At a regular meeting of the Town Board of the Town of Clayton, Jefferson County, New York, held at the Cerow Recreation Park Arena, 600 East Line Road, Cayton, NY 13624 on the 24th day of September 2025 at 5:00 p.m., prevailing time.

The meeting was called to order by Supervisor Doney and upon roll being called, the following were:

PRESENT: Timothy Doney, Town Supervisor
Kenneth Knapp, Town Councilman
Donna Patchen, Town Councilwoman
James Kenney, Town Councilman
Kathleen LaClair, Town Councilwoman

ABSENT: None

WHEREAS, the Town of Clayton intends to apply for grant funding through the Boating Infrastructure Grant Program (BIG-P) to support the development and implementation of the Clayton Harbor Municipal Marina, including the installation of utilities to the new floating docks and construction of a new boater services building; and

WHEREAS, the Town Board recognizes that a designated representative must be authorized to act on behalf of the Town of Clayton in applying for, accepting, and administering the grant; and

WHEREAS, the Town Board further recognizes and commits to the requirement that the Town of Clayton enter into a minimum twenty (20) year agreement to maintain and operate the project for its intended purpose;

NOW, THEREFORE, BE IT RESOLVED, that Supervisor Tim Doney is hereby designated as the Authorized Representative of the Town of Clayton with the authority to apply for, execute documents pertaining to, and administer the Boating Infrastructure Grant Program (BIG-P) grant on behalf of the Town; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Clayton commits to enter into a minimum twenty (20) year agreement to maintain and operate the Clayton Harbor Municipal Marina project for its intended purpose

The foregoing Resolution was offered by Board Member, _____, and seconded by Board Member, _____, and upon roll call vote of the Board was duly adopted as follows:

Timothy Doney, Supervisor	Yes ____	No ____	Absent ____
James Kenney, Councilman	Yes ____	No ____	Absent ____
Donna Patchen, Councilwoman	Yes ____	No ____	Absent ____
Kenneth Knapp, Councilman	Yes ____	No ____	Absent ____
Kathleen LaClair, Councilwoman	Yes ____	No ____	Absent ____

Yes ____ No ____ Abstain ____ Absent ____ Dated: September 24, 2025

The Resolution was thereupon declared duly adopted and shall take effect immediately.
Certification:

I, Megan Badour, Town Clerk of the Town of Clayton, do hereby certify that the above resolution was adopted at a regular meeting of the Town Board of the Town of Clayton held on September 24, 2025 and it is on file and of record, and that said resolution has not been altered, amended or revoked and it's in full force and effect.

[SEAL]

Megan Badour, Town Clerk