

VILLAGE OF CLAYTON BOARD OF TRUSTEES
AGENDA PUBLIC HEARING & REGULAR
MEETING
April 08th, 2024 – 5:00 PM

PUBLIC HEARING 5:00PM

1. FYE 2024-2025 Tentative Budget
2. Local Law #1 2024 – Tax Cap Override

POLICE:

1. Activity Report

DPW:

1. Activity Report
2. Spring Pickup

CONSENT AGENDA:

1. DRAFT Meeting Minutes March 25th, 2024
 2. Payroll (P/R #22) 03/14/2024 to 03/27/2024 \$ 36,915.06
 3. Teamsters Health & Hospital February \$ 17,567.22
 4. Prepay Abstract National Grid- 03/27/2024 \$ 18,027.40
 5. Abstract -04/08/2024
- | | |
|--------------|--------------|
| General Fund | \$ 49,806.30 |
| Water Fund | \$ 10,502.92 |
| Sewer Fund | \$ 13,668.37 |
| Total | \$ 73,977.59 |

OLD BUSINESS:

1. Dock Fees 2024

NEW BUSINESS:

1. **MOTION** - approve short-form SEQR to declare Local Law #1 a negative declaration, an unlisted action under the SEQR law.
2. **MOTION** - Resolution 2024-04 Local Law #1 Override Tax Levy
3. **MOTION** - Resolution 2024-08 – Adopt FYE 2024-2025 Village of Clayton Budget
4. **MOTION** - Rental Lease Low Lift Apartments 2024-2025

MAYOR:

1. Historian
2. Board meeting 04/22/2024 cancelled
3. Address tables and chairs on right of way.

ADJOURNMENT:

LOCAL LAW FILING

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Village of Clayton

Local Law No. 1 of the year 2024

A local law to override the tax levy limit established in General Municipal Law §3-c

Be it enacted by the Board of Trustees of the Village of Clayton as follows:

Section 1. Legislative Intent

It is the intent of this local law to allow the Village of Clayton to adopt a budget for the fiscal year commencing June 1, 2024 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override

The Board of Trustees of the Village of Clayton, County of Jefferson, is hereby authorized to adopt a budget for the fiscal year commencing June 1, 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State.

POLICE DEPARTMENT ACTIVITY REPORT
03/21/24 TO 04/04/24
CRIMINAL INVESTIGATIONS

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
FRAUD	1	INVESTIGATED.
AGG. HARASSMENT	1	REFERRED TO F.C.

NON – CRIMINAL CASES

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
DOMESTIC DISPUTE	1	INVESTIGATED
SUSPICIOUS PERSON	4	INVESTIGATED
MENTAL HEALTH VIOL.	1	INVESTIGATED
DISTURBANCE/NUISANCE	3	INVESTIGATED

VEHICLE AND TRAFFIC CASES

<u>OFFENSE</u>	<u>#</u>	<u>STATUS</u>
M.V.A. (PROPERTY DMG.)	1	INVESTIGATE
CORRECTION SLIPS	2	INVESTIGATED
ASSIST MOTORIST	2	N/A

OTHER POLICE ACTIVITIES

<u>OFFENSE</u>	<u>#</u>
MISC CALLS FOR POLICE SERVICES	5
ASSIST OTHER AGENCY	1

DPW ACTIVITY REPORT FOR 4/8/24

STREETS:

1. Emptied and removed the sand barrels from the street corners.
2. Removed the delineators from the bump outs along the old state loop.
3. Picked up several brush piles around the Village.

PARKS:

1. Turned the water on to the bathrooms at Rotary Park then cleaned them. They are open for the season.
2. We are currently removing the deteriorated mortared joints on the granite wall at Rotary Park and pointing them up with new mortar.
3. Brought all of the benches and adirondack chairs to the shop and pressure washed them.
4. Applied epoxy on the solar lights in the bollards along the riverwalk, after a few of them came up missing.
5. We will have 3 employees staying until approximately 5 PM on Monday for the eclipse.

SEWERS:

1. Jetted the sewer lateral at 615 Alexandria St. after they had several stoppages to their line. We then ran the sewer camera down it to evaluate it. There is an issue on the homeowner's side of the lateral.
2. Jetted the sewer main in the vicinity of 617 John St. after the homeowner had a flooded basement. During the jetting process we determined that the main was plugged with a large amount of baby wipes.

EQUIPMENT:

1. We replaced 2 hydraulic lines on the sweeper. We are waiting for the vacuum assembly unit to be delivered and then we can install it and get the sweeper back in service.
2. Serviced and prepared the zero turn mower for the season.
3. Removed the plow equipment and sander from truck #26 and installed the dump box.

WATER:

1. Replaced the curbbox and rod to the water service at 615 Alexandria St.

Respectfully submitted,

Terry Jones, DPW Superintendent

SPRING PICKUP

FOR VILLAGE OF CLAYTON RESIDENTS

◆◆◆ ONE DAY ONLY!! MONDAY, MAY 6th, 2024 ◆◆◆

ITEMS SHOULD BE LEFT OUT NO EARLIER THAN May 5TH

FOR PICKUP ON MAY 6th

Between curb & sidewalk – NOT in streets.

Pickup will begin at 6:00 AM on MONDAY, MAY 6th

**EACH STREET WILL BE A ONE-TIME PICKUP ONLY
-- THERE WILL BE NO RETURN TRIPS --**

PICKUP INCLUDES:

- HOUSEHOLD ITEMS: *furniture, lamps, tables, clothing, MATTRESS'S OR BOX SPRINGS*

YARD & LAWN MATERIALS

**Limbs, branches (4-FOOT MAXIMUM LENGTH – NO EXCEPTIONS!)
Leaves, and sweepings (MUST USE CLEAR BAGS – NO DARK PLASTIC)
(KEEP SEPARATE FROM HOUSEHOLD & WHITE GOODS)**

WHITE GOODS: *washers, dryers, dishwashers, water heaters and refrigerators*

THE FOLLOWING ITEMS WILL NOT BE PICKED UP:

- NO HOUSEHOLD GARBAGE, RECYCLABLES, BATTERIES, TIRES, PAINT CANS, TV'S or COMPUTERS
- NO CONSTRUCTION OR DEMOLITION MATERIALS
- NO DOORS, WINDOWS OR LUMBER
- NO CLOSED CYLINDERS OR UNCLEARED CLOSED DRUMS
- NO ACETYLENE OXYGEN OR PROPANE CYLINDERS
- NO OTHER SEALED CONTAINERS

All items must be removed from the curbside by TUESDAY, May 7th, 2024

Please call 315-686-5552 if you require additional information.

There was a Regular meeting of the Board of Trustees of the Village of Clayton on Monday March 25th, 2024, at 5:00 p.m.

PRESENT:

Nancy L. Hyde, Mayor
Robert McDowell, Deputy Mayor
Robert Riddoch, Trustee
Joanne Lenhard-Boye, Village Clerk

ABSENT:

Robert Wierzba, Trustee
Terry Jones, DPW Superintendent

Pledge of Allegiance/Call to Order:

Mayor Hyde led the Pledge of Allegiance and opened the regular board meeting at 5:00 p.m.

REQUEST TO BE ON AGENDA:

Cecilia Wirth – Climate Smart Communities – Materials were provided to provide some insight into what the CSC program is. Cecilia also had copies of NYSACHOs Climate and Health Adaptation: Moving the Needle at the Local Level that gives some examples of actions that other counties are taking. This is a completely voluntary program, but she wanted to give Village leaders some ideas of how communities are taking action to protect people's health.

The goal with this funding is to implement the planning phase and provide some support to the Village as we are very pleased you've registered as a CSC. Ideally, we will have the Village on the CSC online portal, identify a task force, and have a more general understanding of the CSC program. Cecilia elaborated on the \$3,000 grant opportunity.

Budgeted:

\$920 for incentives to gather attendance to meeting - We can work together to figure out how to utilize this. Cecilia's thoughts were to ask Hunner's Market to cater as they are a great asset to the community and have healthy food options.

\$100 for advertisements in the TI Sun (there are various ways this can be utilized, there are "actions" in the CSC program regarding campaigns and we can discuss this further at some point). - If we'd like to promote the meeting via advertisement, we could use some of this funding to do so.

\$100 for supplies - any materials required for the meeting/workshop like paper, pens, folders. The remaining funding were used for the purchase of the Sunscreen Community Kits.

There are two sunscreen dispensers and 24 SPF 30 inserts. There are around 2,000 applications per insert so that would be about 48,000 uses and would hopefully last a while. We also purchased two portable stands so that the Village has the ability to make these movable around the community, or install to a specific location. There are concerns about teens or other people messing with these, and this has been something that they have considered as well. These sunscreen kits have been used by other counties with success which is one of the reasons why we had selected this and hopefully we will see minimal issues with vandalism of these kits New York State is beginning a pilot program at some State Parks to offer free sunscreen so this does seem to be something that is becoming more common in communities.

Cecilia thanked the board for their time and is excited to work with the community in which she lives.

Kevin Patenaude, Chief of Police

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

DPW:

Terry Jones, DPW Supervisor

1. **Activity Report** – was submitted to the Board. This report is filed at the Village Clerk's Office.

WATER/WASTEWATER:

Jeffrey Mosher, WWTP Supervisor, DANC

1. **Monthly Report** – Jeff reviewed his monthly report with the Board. This report is filed at the Village Clerks office.

2. **Water Works 2024 Spring Conference SUNY Potsdam** - Jeff asked the Board to send Dustin Orvis and Marshall Green to this conference to receive 5.5 credit hrs. for the NYSDOH and NYSDEC. The cost is \$60.00 per person on April 17th, 2024. The Board approved.

CONSENT AGENDA:

1. DRAFT Meeting Minutes March 11th, 2024
2. Payroll (P/R #21) 02/29/2024 to 03/13/2024 \$ 36,114.11
3. Quarterly Payroll Officials & Historian \$ 5,235.58
4. Prepay Abstract -- 03/18/2024 \$ 1,032.77
5. Abstract -03/25/2024

General Fund \$11,609.66

Water Fund \$ 6,956.21

Sewer Fund \$ 15,795.91

Total \$34,361.78

MOTION was made by Deputy Mayor McDowell to approve consent agenda items #1-5; Trustee Riddoch seconded all in favor motion carried.

6. **Capital Projects** \$ 16,995.00

MOTION was made by Deputy Mayor McDowell to approve consent agenda item #6; Trustee Riddoch seconded all in favor motion carried.

CLERK:

1. **Clerk filed tentative budget FYE 2024-2025**- March 20th, 2024
2. **Joint Town/Village Zoning Board meeting minutes 01/22/2024** – Were presented to Board
3. **Joint Town/Village Planning Board meeting minutes 02/01/2024**- Were presented to Board
4. **Clerk presented tentative budget FYE 2024-2025** to the Board
5. **Clerk purposed Local Law No. 1 of 2024** - Tax Cap Levy 2024

NEW BUSINESS:

1. **Resolution 2024-06 – Correct Tier Status Retirement for Josh David** –

VILLAGE OF CLAYTON
A RESOLUTION TO RETROACTIVELY CORRECT TIER STATUS AND MEMBERSHIP IN PLAN 384-d FOR
VILLAGE EMPLOYEE JOSHUA DAVID

DATED: MARCH 25, 2024

A resolution to retroactively correct tier status and membership in Plan 384-d for Village employee Joshua David so that it accurately reflects his service employment record by including his employment with the Village of Clayton which commenced in 2009.

At a regular meeting of the Village Board of the Village of Clayton, Jefferson County, New York, held at 425 Mary Street, Clayton, New York, on the 25th day of March 2024, at 5:00 p.m. prevailing time:

The meeting was called to order by Mayor Hyde and upon roll being called the following were:

Present: Nancy Hyde, Mayor
Robert McDowell, Trustee
Robert Wierzba, Trustee
Robert Riddoch, Trustee

The following resolution was offered by Trustee Riddoch, who moved its adoption, seconded by Deputy Mayor McDowell to wit:

WHEREAS, Joshua David commenced employment with the Village of Clayton in 2009, and

WHEREAS, the Village Board of the Village of Clayton agreed to enroll all eligible employees in Plan 384-d, and

WHEREAS, Joshua David was not properly enrolled in Plan 384-d, and

WHEREAS, the Village of Clayton has received a Fiscal Note from the New York State Retirement System indicating that said retroactive correction will require an immediate past service cost of \$164,000, and

WHEREAS, said Fiscal Note also indicated that there will be an anticipated increase of approximately \$14,000 in the annual contributions of the Village of Clayton for the fiscal year ending March 31, 2025, with the future years varying as the billing rate and salary of Officer David change,

NOW THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Clayton, Jefferson County, New York, hereby agrees to move forward with the Honorable Assemblyman Scott Gray sponsoring a bill that will retroactively correct the tier status and membership in Plan 384-d for Village employee Joshua David, so that it accurately reflects his service employment record by including his employment with the Village of Clayton which commenced in 2009. The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

	<u>Aye</u>	<u>Nay</u>
Nancy Hyde, Mayor	<u> x </u>	<u> </u>
Robert McDowell, Deputy Mayor	<u> x </u>	<u> </u>
Robert Wierzba, Trustee	Absent	
Robert Riddoch, Trustee	<u> x </u>	<u> </u>

The foregoing resolution was thereupon declared duly adopted March 25th, 2024

2. Set Public Hearing – VOC Tentative Budget 2022-2023 –

MOTION made by Trustee Riddoch; Deputy Mayor McDowell seconded; all were in favor motion carried.

3. Set Public Hearing - Local Law No. 1 of 2024 Tax Cap Levy

MOTION made by Trustee Riddoch; Deputy Mayor McDowell seconded; all were in favor motion carried.

4. Board received 2024 February Financial Reports – Cash Summary, Statement of Activity, Period to Date Actuals

MOTION made by Trustee Riddoch; Deputy Mayor McDowell seconded; all were in favor motion carried.

5. Forgiveness for first time penalty fees on water/sewer accounts 1233-0, 1037-0, 1187-0, 466-0, 469-0 – total \$692.86

MOTION made by Trustee Riddoch; Deputy Mayor McDowell seconded; all were in favor motion carried.

MAYOR:

1. Allen Heberling – Mayor Hyde read Allen's resignation letter out loud to public and board.

2. Video streaming meetings - After three quotes were given to the VOC Mayor Hyde asked the Board to approve moving forward with Heinz Wahl who was the lowest quote out of them all. The approximate total amount that this will cost is \$1,812.30 plus shipping and labor. MOTION made by Deputy Mayor McDowell to accept proposal from Heinz Wahl; Trustee Riddoch seconded; all were in favor motion carried.

3. Mary Street Dock and Mooring fees - The board has begun to discuss the fees for Mary Street Dock and possibly Rotary Dock. This was tabled for a later time.

4. Old Business updates - Mayor Hyde has put a phone call into the village attorney to ask about the Camera Policy and Abstract being done. The abstract is for the Lions Club to see that the Village has ownership over the building at the Lions Field.

The Rotary Rook contractor has looked at this project and is moving forward.

MOTION made by Trustee Riddoch to enter Executive Session at 5:55pm; Deputy Mayor McDowell seconded; all were in favor motion carried.

EXECUTIVE SESSION:

1. Personnel

MOTION made by Trustee Riddoch to enter back into regular meeting at 6:17pm; Deputy Mayor McDowell seconded; all were in favor motion carried.

ADJOURNMENT:

Trustee Riddoch presented a MOTION to adjourn the regular meeting at 6:17p.m. Deputy Mayor McDowell seconded; all in favor motion was carried.

Respectfully,

Joanne Lenhard-Boye, Village Clerk

pre pay
Village of Clayton
Abstract of Audited Vouchers from 3/27/2024 to 3/27/2024

ClaimantVoucher #Invoice DateInvoiceDescriptionDistribution AcctA/P OwedChk #Chk Date**Voucher Type: Regular****NATIONAL GRID****16817**

3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	AA.5110.400.000.	32.62
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	AA.5182.400.000.	4,768.64
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	AA.6410.400.000.	65.68
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	AA.7140.400.000.	486.22
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	AA.7180.400.000.	251.03
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	FX.8320.400.000.	3,311.21
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	FX.8340.400.000.	128.58
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	GG.8120.400.000.	2,381.47
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	GG.8121.400.000.	1,570.11
3/25/2024	03.2024	BILLING PERIOD 02/22/23-03/22/2024	GG.8130.400.000.	5,031.84

NATIONAL GRID Total**18,027.40****Total for Voucher Type: Regular****18,027.40****Total:****Regular
Total****18,027.40
18,027.40**

To the Treasurer:

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

Department:**Total****18,027.40
18,027.40**_____
Date_____
Mayor/Deputy Mayor Signature

Run: 4/05/2024 at 7:44 AM

Village of Clayton

Abstract of Audited Vouchers from 4/08/2024 to 4/08/2024

ClaimantVoucher #

<u>Invoice Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
CYNCON EQUIPMENT INC		16872				
4/02/2024	94814	(1) FANGCASE COVER W/ ASSY	AA.5110.400.000.	3,910.92		
<u>CYNCON EQUIPMENT INC Total</u>				3,910.92		
F W WEBB COMPANY		16831				
3/13/2024	84696369-2	(2) TBNG K COP SFT COIL 3/4X60' GRN	FX.8340.401.000.	790.00		
<u>F W WEBB COMPANY Total</u>				790.00		
GILLBUILT TRANSPORTATION INC		16824				
3/19/2024	149322	9,200 GALLONS SLUDGE	GG.8189.400.000.	575.00		
3/20/2024	149337	27,600 GALLONS SLUDGE	GG.8189.400.000.	1,725.00		
3/21/2024	149371	27,600 GALLONS SLUDGE	GG.8189.400.000.	1,725.00		
3/22/2024	149388	27,600 GALLONS SLUDGE	GG.8189.400.000.	1,725.00		
3/23/2024	149389	9,200 GALLONS SLUDGE	GG.8189.400.000.	575.00		
<u>GILLBUILT TRANSPORTATION INC Total</u>				6,325.00		
GILLEES AUTO TRUCK & MARINE		16844				
3/21/2024	678423	(4) QUALITY HTR HOSE	AA.5110.400.000.	9.08		
3/21/2024	678424	(1) SERPENTINE BELT TOOL	AA.5110.400.000.	14.75		
<u>GILLEES AUTO TRUCK & MARINE Total</u>				23.83		
GRAINGER		16868				
3/25/2024	9064780787	(3) SEALED LED ACID BATTERY, 12VDC	GG.8120.401.000.	86.67		
<u>GRAINGER Total</u>				86.67		
GRAYS WHOLESALE INC		16819				
3/21/2024	446489	(2) CAN LINER 60 GAL	GG.8130.401.000.	116.64		
3/21/2024	446489	(2) CAN LINER 60 GAL	FX.8320.401.000.	116.64		
3/26/2024	446739	(3) PINE SOL LAVENDAR 144OZ	AA.7180.400.000.	36.00		
<u>GRAYS WHOLESALE INC Total</u>				269.28		
GUARDIAN - SMD		16848				
4/01/2024	Q1 2024	Q1 2024 DISABILITY INS.	AA.9055.800.000.	60.90		
<u>GUARDIAN - SMD Total</u>				60.90		
HAYS MARK		16861				
4/04/2024	FYE 2024- FINAL	\$599 BENEFIT REIMBURSEMENT	AA.9089.800.000.	599.00		
<u>HAYS MARK Total</u>				599.00		
JOHNSON NEWSPAPER CORP		16855				
1/25/2024	06A291DF-0001	LEGAL AD- SLUDGE BID 09.2022	GG.8189.400.000.	295.16		
<u>JOHNSON NEWSPAPER CORP Total</u>				295.16		
JUNIPER		16847				
3/21/2024	SO-022877	(1) EDGE HEIGHT ADJUSTABLE DESK L-	AA.1620.200.000.	5,227.30		
<u>JUNIPER Total</u>				5,227.30		
KENDALL, WALTON & BURROWS		16859				
4/01/2024	6877	GENERAL MATTERS 03.2024	AA.1420.400.000.	723.00		
<u>KENDALL, WALTON & BURROWS Total</u>				723.00		

Abstract of Audited Vouchers from 4/08/2024 to 4/08/2024

Claimant

Voucher

Invoice Date	Invoice	Description	Distribution Acct	A/P Owed	Chk #	Chk Date
KOESTER ASSOCIATES INC						
3/20/2024	019713	16823 REBUILD CHLORINATION SYSTEM	FX.8320.401.000.	3,222.64		
<u>KOESTER ASSOCIATES INC Total</u>				3,222.64		
LOCAL GOVERNMENT SUPPORT						
3/01/2024	1171	16849 BOOKKEEPING SERVICES MARCH 2024	FX.1710.400.000.	1,604.17		
3/01/2024	1171	BOOKKEEPING SERVICES MARCH 2024	AA.1325.400.000.	1,604.16		
3/01/2024	1171	BOOKKEEPING SERVICES MARCH 2024	GG.1710.400.000.	1,604.17		
4/01/2024	1196	BOOKKEEPING SERVICES APRIL 2024	GG.1710.400.000.	1,604.16		
4/01/2024	1196	BOOKKEEPING SERVICES APRIL 2024	AA.1325.400.000.	1,604.17		
4/01/2024	1196	BOOKKEEPING SERVICES APRIL 2024	FX.1710.400.000.	1,604.17		
<u>LOCAL GOVERNMENT SUPPORT SERVICES LLC Total</u>				9,625.00		
MICHAEL BADOUR						
4/04/2024	FYE 2024- FINAL	16862 \$599 BENEFIT REIMBURSEMENT	AA.9089.800.000.	599.00		
<u>MICHAEL BADOUR Total</u>				599.00		
NORTHERN NY WATER WORKS						
4/04/2024	04.2024	16867 WATER/WASTEWATER TREATMENT	FX.8320.405.000.	120.00		
<u>NORTHERN NY WATER WORKS CONFERENCE Total</u>				120.00		
NYSPSP						
4/01/2024	2273057	16869 (2) CASES LATEX EXAM GLOVES, 4 MIL	GG.8130.403.000.	125.20		
<u>NYSPSP Total</u>				125.20		
SLACK CHEMICAL CO INC						
3/19/2024	467922	16822 329 G BLEACH SUPERCHLOR	GG.8121.402.000.	1,562.08		
<u>SLACK CHEMICAL CO INC Total</u>				1,562.08		
STAPLES CONTRACT &						
3/14/2024	3562044184	16890 (1) DAWN PROFESSIONAL DISH	AA.1620.400.000.	47.79		
3/14/2024	3562197319	C2G USB EXTENSION	AA.1620.400.000.	4.19		
3/22/2024	6000604450	(1) COASTWIDE 55-60 GALLON	AA.1620.400.000.	30.90		
<u>STAPLES CONTRACT & COMMERCIAL Total</u>				82.88		
SUNY MORRISVILLE ETC						
4/02/2024	04.2024	16830 DUSTIN ORVIS- GRADE D WATER	GG.8130.405.000.	325.00		
4/02/2024	04.2024- RIEDER	GRADE D WATER TRAINING- G RIEDER	AA.5110.400.000.	325.00		
<u>SUNY MORRISVILLE ETC Total</u>				650.00		
T I PRINTING CO INC						
3/13/2024	197219	16888 LEGAL NOTICE BUDGET WORKSHOP	AA.1325.400.000.	27.11		
3/13/2024	197305	LEGAL NOTICE - ZBA VERIZON	AA.8010.400.000.	35.41		
3/13/2024	197608	CLASSIFIED AD- PARKING ATTENDANT	AA.3120.400.000.	27.30		
3/27/2024	197563	LEGAL NOTICE- LOCAL LAW #1 PUBLIC	AA.1325.400.000.	32.25		
3/27/2024	197564	LEGAL NOTICE TENTATIVE BUDGET	AA.1325.400.000.	35.41		
<u>T I PRINTING CO INC Total</u>				157.48		
THOUSAND ISLANDS ELECTRIC						
4/02/2024	6970	16880 (2) PHOTO CONTROL TURN-LOCK LED	AA.5110.400.000.	44.20		
<u>THOUSAND ISLANDS ELECTRIC SUPPLY LLC Total</u>				44.20		

Abstract of Audited Vouchers from 4/08/2024 to 4/08/2024

ClaimantVoucher #Invoice DateInvoiceDescriptionDistribution AcctA/P OwedChk #Chk Date**TOKIO MARINE HCC****16860**

3/28/2024

194500

D CORNELL VS. VILLAGE OF CLAYTON -

AA.1910.400.000.

2,500.00

TOKIO MARINE HCC Total

2,500.00

ULINE**16851**

3/27/2024

176191638

(1) ERGO MESH CHAIR - GRAY

AA.1620.200.000.

329.69

ULINE Total

329.69

UNIFIRST CORPORATION**16834**

3/22/2024

1100054981

UNIFORM CLEANING 03/22/2024

AA.9189.800.000.

75.77

3/22/2024

1100054981

UNIFORM CLEANING 03/22/2024

FX.9089.801.000.

12.62

3/22/2024

1100054981

UNIFORM CLEANING 03/22/2024

GG.9089.801.000.

12.63

3/29/2024

1100057732

UNIFORM CLEANING 03/29/24

GG.9089.801.000.

10.75

3/29/2024

1100057732

UNIFORM CLEANING 03/29/24

FX.9089.801.000.

10.75

3/29/2024

1100057732

UNIFORM CLEANING 03/29/24

AA.9189.800.000.

64.52

UNIFIRST CORPORATION Total

187.04

WASTE MANAGEMENT OF NEW**16879**

3/25/2024

3417697-0448-5

8 YARD DUMPSTER- 615 E LINE ROAD

AA.5110.400.000.

133.74

3/25/2024

3417760-0448-1

4 YARD DUMPSTER 1 GARDNER STREET

GG.8130.401.000.

102.28

WASTE MANAGEMENT OF NEW YORK LLC Total

236.02

WELLS FARGO VENDOR FIN SERV**16866**

3/23/2024

5029161742

KYOCERA PRINTER AGREEMENT

GG.8130.400.000.

121.97

WELLS FARGO VENDOR FIN SERV Total

121.97

WHITES LUMBER INC**16856**

2/08/2024

263621- CREDIT

CREDIT 263621- PAID AS INVOICE

AA.1620.400.000.

-16.14

3/01/2024

3389528

(2) FERNCO 4IN QWIK CAP

AA.1620.400.000.

13.28

3/08/2024

3393055

(1) 1X6X12 D GRADE PRESSURE TREATED

AA.1620.400.000.

17.49

3/12/2024

3394876

(1) 23/32X4X8 EXT SANDED PLYWOOD

AA.5110.400.000.

61.88

3/13/2024

3395330

(10) DAP AMP CONCRETE MORTAR SELF-

AA.7140.400.000.

212.78

3/16/2024

264699

(10) RETURN - DAP LATEX CONCRETE

AA.7140.400.000.

89.90

3/20/2024

3399165

(1) ALUMINUM HAWK 13X13

AA.7140.400.000.

28.49

3/20/2024

3399214

(1) STD BARREL BOLT 2-1/2IN BLK

AA.7140.400.000.

6.29

3/20/2024

3399295

(2) SUNNYSIDE ACETONE GAL

AA.7140.400.000.

45.98

3/20/2024

3399302

(2) KLEAN STRIP PAINT THINNER, GAL

AA.7140.400.000.

41.37

3/22/2024

264916

(2) RETURN - SUNNYSIDE ACETONE GAL

AA.7140.400.000.

-45.98

3/22/2024

3400191

(1) SAFETY HASPS 3-1/4 BLK

AA.7140.400.000.

8.99

3/26/2024

3402133

(1) 3M 1/2X75" MOUNTING TAPE

AA.5110.400.000.

5.39

3/28/2024

3403081

(2) 80# BAGS QUIKRETE

AA.7140.400.000.

39.08

3/29/2024

3403806

(6) 2X4X8 PRESSURE TREATED

AA.1620.200.000.

1,259.99

Village of Clayton

Abstract of Audited Vouchers from 4/08/2024 to 4/08/2024

ClaimantVoucher #Invoice DateInvoiceDescriptionDistribution AcctA/P OwedChk #Chk Date

4/02/2024

3405909

(2) 80# BAG QUIKRETE

AA.7140.400.000.

18.58

WHITES LUMBER INC Total

1,787.37

Total for Voucher Type: Regular

73,977.59

Total:

Regular

73,977.59

Total

73,977.59

To the Treasurer:

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

Department:

Total

73,977.59

73,977.59

 Date

 Mayor/Deputy Mayor Signature

u D 14

VILLAGE OF CLAYTON
PO Box 250, Clayton, NY 13624
(315) 686-5552
Office Hours: 9:00 a.m. – 3:00 p.m., Monday through Friday

MARY STREET DOCK – (315) 686-3451

Credit Cards Accepted (US funds only) - Refund and Processing Fees Non-refundable

- **Daytime (7:00 a.m. – 8:00 p.m.)**
 - Docking \$ 7.00 for up to 4 hours
 - Electric Service \$ 8.00 per day (30 amp power)
 - \$ 12.00 per day (50 amp power)
 - **Overnight (8:00 p.m. – 7:00 a.m.)**
 - Docking: \$ 2.50 per foot
 - Electricity: \$ 10.00 per night (30 amp power)
 - \$ 15.00 per night (50 amp power)
 - **Ramp Fees**
 - Daily (per use) \$ 10.00 (**PER USE – “IN” and “OUT”**)
 - Weekly \$ 50.00
 - Seasonal (Individual) \$ 100.00
 - Seasonal (Commercial) \$ 200.00
 - **Reserved Dock Space (for Private Groups)**
 - \$ 1,000.00 per day (1 side)
 - \$ 1,750.00 per day (both sides)
- Payment must be received fifteen (15) days in advance of the event to guarantee reservation.**
- Cancellations:**
- Full refund with notice at least 10 working business days, prior to the scheduled event.
 - \$100 cancellation fee if less than 10 working business days. Notice/Balance will be refunded.
- **Other Costs:**
 - Trash \$ 4.00 per bag
 - Ice (Block) \$ 5.00
 - Ice (Bag) \$ 4.00
- **** OPEN ACCESS FOR FIRE BOAT MUST BE MAINTAINED AT ALL TIMES ****

ROTARY PARK DOCK (RIVERSIDE DRIVE) – (315) 686-3656

No Fees (Utilize Donation Boxes)
3-hour limit
NO OVERNIGHT DOCKING

SEASONAL MOORINGS - \$300.00
CONTACT VILLAGE CLERK'S OFFICE (315) 686-5552

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Village of Clayton	2. PROJECT NAME Local Law #1 of 2024 - Override Tax Levy Limit
3. PROJECT LOCATION: Municipality <u>Village of Clayton</u> County <u>Jefferson</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>N/A</u>	
5. PROPOSED ACTION IS: ☒ New ☐ Expansion ☐ Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Local law authorizing the Village to override the tax levy limit for fiscal year 2023-2024.	
7. AMOUNT OF LAND AFFECTED: Initially <u>N/A</u> acres Ultimately <u>N/A</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? ☒ Yes ☐ No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? ☐ Residential ☐ Industrial ☐ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☒ Other Describe: <u>N/A</u>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? ☐ Yes ☒ No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? ☐ Yes ☒ No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? ☐ Yes ☒ No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Nancy Hyde, Mayor</u> Date: <u>April 8th, 2024</u> Signature: _____	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? ☐ Yes ☒ No	If yes, coordinate the review process and use the FULL EAF.
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency. ☐ Yes ☐ No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: N/A C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: N/A C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: N/A C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: N/A C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: N/A C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: N/A C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: N/A	
D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? ☐ Yes ☒ No If Yes, explain briefly:	
E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? ☐ Yes ☒ No If Yes, explain briefly:	

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☒ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Village of Clayton

April 8th, 2024

Name of Lead Agency

Date

Nancy Hyde

Mayor

Print or Type Name of Responsible Officer in Lead Agency

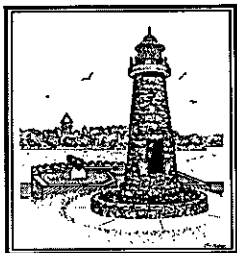
Title of Responsible Officer

Joanne Lenhard-Boye, Village Clerk

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)

Reset



Incorporated 1872

VILLAGE OF CLAYTON

425 Mary St. ♦ PO Box 250 ♦ Clayton ♦ 1000 Islands ♦ New York
13624

Phone: (315) 686-5552 Fax: (315) 686-2132
TTD: 1-800-662-1220

RESOLUTION #2024-07

Local Law No. 1 Override Tax levy limit for Fiscal Year 2024-2025

The foregoing Resolution no. 2024-07 was offered by Trustee _____, and seconded by Trustee _____

WHEREAS, Local Law No. 1 of the year 2024, a local law to override the tax levy limit established in General Municipal Law §3-c; and

WHEREAS, notice of the Public Hearing was duly published in the official newspaper for the Village of Clayton as required by law, and

WHEREAS, on April 8th, 2024, at 5:00 p.m., a Public Hearing was duly held at the Municipal Building at 425 Mary Street, Clayton, New York, and all persons interested in the subject of Local Law No. 1 of the year 2024 were provided an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Clayton that Local Law No.1 of the year 2024, a local law to override the tax levy limit established in General Municipal Law §3-c, is hereby deemed adopted and approved, effective upon filing with the Department of State as required by the provisions of the Municipal Home Rule Law.

The Clerk is hereby directed to file a certified copy of Local Law No. 1 of the year 2024 with the Office of the Secretary of State as required by Section 27 of the Municipal Home Rule Law.

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

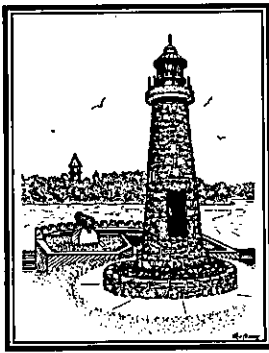
	<u>Aye</u>	<u>Nay</u>
Nancy Hyde, Mayor	___	___
Robert McDowell, Deputy Mayor	___	___
Robert Riddoch, Trustee	___	___
Robert Wierzba, Trustee	___	___

I, Joanne Lenhard-Boye, do hereby certify that resolution 2024-03 was passed at a meeting of the Village of Clayton Board of Trustees held on April 08th, 2023, and is incorporated in the original minutes of said meeting OR on file and of record, and that said resolution has not been altered, amended, or revoked and is in full force and effect.

Dated: April 8th, 2024

(SEAL)

Joanne Lenhard-Boye
Village Clerk



Incorporated 1872

VILLAGE OF CLAYTON

425 Mary St. ♦ PO Box 250 ♦ Clayton ♦ 1000 Islands ♦ New York 13624
Phone: (315) 686-5552 Fax: (315) 686-2132
TTD: 1-800-662-1220

RESOLUTION 2024-08 To Adopt the FYE 2024-2025 Village of Clayton Budget

At a regular meeting of the Board of Trustees of the Village of Clayton, held at the Village Municipal Building, 425 Mary Street, Clayton, New York, on the 08th day of April, 2024, at 5:00p.m., there were:

PRESENT: Nancy Hyde, Mayor
Robert McDowell, Deputy Mayor
Robert Wierzba, Trustee
Robert Riddoch, Trustee

ABSENT:

WHEREAS, a public hearing on the Village of Clayton Tentative Budget was held on April, 08th, 2024 at 5:00 pm., and all parties in attendance were permitted an opportunity to speak on the proposed 2024 - 2025 Village of Clayton Fiscal Tentative Budget; and

Pursuant to Section 5-508 of the Village Law, State of New York, the salaries for the following Village Board members are specified in said Tentative Budget of maximum compensation for the Mayor of \$6,000 per annum, for Deputy Mayor of \$575 per annum and a total for all Trustees of \$13,000 per annum

NOW, THEREFORE, BE IT RESOLVED, that in pursuant to Section 5-508 of the Village Law, the Village Board of the Village of Clayton hereby:

ADOPTS THE 2024-2025 FISCAL BUDGET, as the Budget for the Village of Clayton Fiscal year 2024-2025; and

BE IT FURTHER RESOLVED, that the Village Clerk is hereby directed to file the Annual Budget for the Fiscal year 2024-2025 with approved adjustments posted and prepare and certify duplicate copies of said annual budget hereby adopted.

BE IT FURTHER RESOLVED, that the Village Treasurer is directed to present the certified copies of the FISCAL Year 2024-2025 Budget to Jefferson County, as required by law.

The foregoing Resolution was offered by Trustee _____, and seconded by Trustee _____, and upon a roll call vote of the Board the following votes were:

Mayor, Nancy Hyde	_____
Deputy Mayor, McDowell	_____
Trustee, Wierzba	_____
Trustee, Riddoch	_____

CERTIFICATION:

I, Joanne Lenhard-Boye, Clerk of the Village of Clayton, do hereby certify that Resolution 2024-08 was adopted at a regular meeting of the Village of Clayton held on April 08th, 2024 and it is on file and of record and that said resolution has **not** been altered, amended or revoked it is in full force and effect.

Dated: April 08th, 2023

Joanne Lenhard-Boye, Village Clerk

SEAL

REAL ESTATE RENTAL AGREEMENT

This lease is made effective **June 1, 2024**, by and between the Village of Clayton ("Landlord/Lessor") and Joanne Kahler ("Lessee"). The parties agree as follows:

1. PREMISES: Landlord, in consideration of the lease payments provided in this Agreement, lease to Lessee and Lessee hereby takes from Landlord those premises located at 113 Bartlett Point Road, Clayton, NY 13624, as more specifically defined herein.

2. FURNISHINGS: The lease of the above premises includes an electric stove and refrigerator.

3. TERM: This lease shall commence on **June 1, 2024**, and shall terminate on **May 31, 2025**.

4. RENEWAL TERMS: This lease shall not automatically renew. If Lessee desires to extend the lease, a new lease agreement will be negotiated and executed. Should the Lessee(s) vacate the premises before the lease option expires, the Lessee(s) forfeits the security deposit.

5. LEASE PAYMENTS: Lessee(s) shall pay the Landlord annual lease payments in the following amounts:

Beginning in June 2024 and continuing through May 2025, the annual rent shall be in the sum of Fifteen Thousand Six Hundred Dollars (\$15,600.00), due and payable upon the commencement of the lease Term.

Solely for the convenience of the Lessee(s), Landlord will accept the annual rent in twelve (12) equal installments of One Thousand Three Hundred Dollars (\$1,300.00) each, due and payable on or before the 15th day of each month, with the first such payment due and payable on or before June 15th, 2024.

All rental payments will be made to the Landlord at 425 Mary Street, PO Box 250, Clayton, NY 13624.

6. LATE PAYMENTS: Lessee(s) shall also pay a late charge equal to 2% of the required monthly payment for each monthly payment that is not paid within FIVE (10) days after the due date for such late payment.

7. SECURITY DEPOSIT: The parties acknowledge that Landlord currently holds the sum of one thousand dollars (\$1,000.00) of Lessee's money as a security deposit. The total security deposit (\$1,000.00) shall be held by the Landlord and utilized to pay any damages caused to the premises by the Lessee(s) during Lessee's occupancy, for cleaning of the premises upon the Lessee's departure, and to reimburse the Landlord for any sums due for unpaid rent and/or late payments.

In the event the Lessee(s) terminates the tenancy prior to the expiration of the Term, the Landlord shall be entitled to retain the security deposit and apply the same towards damages, unpaid rents for the balance of the Term, and cleaning the premises

to ready for re-rental. Nothing contained in this section shall limit Landlord's rights to receive rental payments for the balance of the Term to seek recovery of rent or other damages through any appropriate legal means.

8. USE OF PREMISES/ABSENCES: Lessee(s) shall occupy and use the premises as a dwelling unit for no more than 2 persons. Lessee(s) shall have use of the first floor, otherwise known as the garage area, for laundry hook-up and for storage. No indoor parking of any motor vehicle will be permitted. Lessee(s) shall also have use of the second floor, otherwise known as the living quarters. Lessee(s) shall notify Landlord of any extended absences from the premises of more than seven (7) days, no later than the first day of the extended absence.

9. USE OF PREMISES: The premises shall be used by Lessee(s) exclusively as a private, single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by the Lessee(s) for the purpose of carrying on any business, profession, trade of any kind, or for any other purpose than as a private, single family residence. By specification, but not by way of limitation, no portion of the premises shall be used by tenant for the repair or maintenance of boats or vehicles. Lessee(s) shall comply with all sanitary laws, state and municipal ordinances and rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, including the sidewalks connected thereto, during the term of this Lease.

10. CONDITION OF THE PREMISES: Lessee(s) stipulates that he/she has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of the signing of this Lease Agreement, in excellent condition, repair, and present a safe, clean residence. Tenant shall make no alterations to the building or to the grounds west and south of the building without first obtaining the consent of landlord in writing.

11. ALTERATIONS AND IMPROVEMENTS: Lessee(s) shall make no alterations to the buildings on the premises, construct any building or make any other improvements on the premises without the prior written consent of the Lessor. All alterations, changes, and improvements built, constructed, or placed on the premises by the Lessee(s) shall unless otherwise provided by written agreement between Lessor and Lessee(s), be the property of Lessor and remain on the premises at the expiration of the lease term, if not sooner.

12. UTILITIES: Lessee(s) shall be responsible for arranging, and paying for Cable Television and Telephone utility services required for the premises. Lessor will be responsible to provide heat, electricity, hot water, water and sewer service.

13. MAINTENANCE AND REPAIRS: Lessee(s) will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease, and renewal term if applicable. In particular, Lessee(s) shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the fire detectors in proper working order; keep the walks free from dirt and debris; and, at his/her sole expense, shall make all required repairs to the plumbing, range, electric fixtures, and any other apparatuses whenever damage thereto results from the Lessee's misuse, waste, or neglect, or the misuse, waste or neglect of his/her family member, employee, agent, or visitor.

Major maintenance and repair of the leased premises, not arising from the Lessee's misuse, waste, or neglect, or that of his/her family member, employee, agent, or visitor, shall be the responsibility of the Lessor or his assigns. Lessee(s) is responsible for lawns; which must be kept and maintained in immaculate condition on a constant basis, greens and perimeters manicured and void of any foreign material such as toys, unlicensed vehicles, boxes, garbage, etc. Parking on the lawns, or in the eastern most drive is not permitted. Lessee(s) has been made aware of the limited use of the first floor garage area.

14. ANIMALS: A \$375.00 pet charge will remain in escrow with the Landlord while the Lessee(s) harbors a pet at any time while living on the premises. Animal deposit may be refundable to Lessee(s) after satisfactory inspection by Lessor at lease end.

15. RIGHT OF INSPECTION: Lessor shall have the right at all reasonable times during the term of this lease and any renewal term therein to enter the premises for the purpose of inspecting those premises, as well as all buildings and improvements made thereupon.

16. LESSEE'S DEFAULT AND LANDLORD'S REMEDIES:

A) Landlord may give three days written notice to Lessee to correct any of the following defaults:

1. Failure to pay rent on time.
2. Improper assignment of the lease, improper subletting of all or part of the premises, or allowing another to use the premises, or a use of the premises not authorized by this Agreement.
3. Improper conduct by Lessee or other occupant of the premises.
4. Failure to perform any other term of this Lease.

B) If the Lessee fails to correct the default in Section "A" within the three days, Landlord may cancel the Lease by giving Lessee a written three-day notice stating the date the term will end. On that date, the term and Lessee's rights in this Lease automatically end and Lessee must leave the premises and give Landlord the keys. Lessee continues to be responsible for rent, expenses, damages and losses.

C) If the Lease is canceled or rent is not paid on time or Lessee vacates the premises, Landlord may, in addition to other remedies, take any of the following steps:

1. Enter the premises and remove Lessee and any person or property.
2. Use dispossesses eviction or other lawful method to take back the premises.

D) If the Lease is ended or Landlord takes back the premises, rent for the un-expired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowances to the new lessee. Lessee shall be responsible for Landlord's cost of re-renting. Landlord's costs shall include the cost of repairs, decorations, brokers' fees, advertising and preparation for renting. Lessee shall continue to be responsible for rent, expenses, damages and losses. Any rent received from re-renting shall be applied to the reduction of money Lessee owes. Lessee waives all rights to return to the premises after possession is given to the Landlord by a Court. In the event that the Landlord

pursues legal proceedings, Lessee shall be responsible for all reasonable attorneys' fees and expenses associated with such proceedings.

17. ASSIGNMENT AND SUBLETTING: Landlord prohibits Lessee from assigning or subletting the premises without written request from Lessee and Landlord's written consent.

18. MAINTENANCE BY LESSEE: Lessee(s) shall:

A) Comply with all obligations primarily imposed upon Lessee(s) by applicable provisions of State and municipal building and residence codes that materially affect one's health and safety.

B) Dispose of all rubbish, ashes, garbage, or any other form of waste in a clean and safe manner.

C) Keep all plumbing fixtures and porcelain pieces in the premises clean and sanitary.

D) Keep the premises as clean as the condition of the premises permits and keep lawns maintained.

E) Use all electrical, plumbing, sanitary, heating, and ventilating appliances, as well as any other facilities in a reasonable manner.

F) Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit any person on the premises to do so. All painting, nail holes or other similar acts of defacing will be charged against the security deposit.

G) Act in a manner that will not disturb any neighbor's peaceful enjoyment of their premises.

H) Have all carpets in the residence professionally cleaned and scotch-guarded upon vacating the premises by either natural expiration of the Lease term or upon eviction; and must be done so by a commercial carpet cleaning service. A receipt of that service must be provided to the Lessor. If the Lessee(s), individually or jointly, fail to comply with this provision, or do so in any other non-authorized manner, then the cost of such service will be subtracted from their security deposit.

19. INSURANCE: Lessee agrees to and hereby does indemnify, defend, and hold Lessor harmless in connection with any injury or damage to person or property of Lessee, or Lessee's family members, employees, agents, visitors, invitees, or guests, whether on the premises with Lessee's knowledge and consent or otherwise, and Lessee further agrees to be responsible for any expense of Lessor in connection with any claim for any such injury or damage including reasonable attorneys' fees, administrative fees and court costs. Prior to entry onto the Premises under this Lease and in no event later than June 1, 2024, Lessee shall provide to Lessor a certificate of liability insurance in connection with the premises of coverage not less than \$500,000 per occurrence with a New York State licensed carrier rated not lower than A- by AM Best Co., with the Lessor named as an additional insured under such policy.

20. NO SMOKING PROVISION: Pursuant to New York State Law, smoking on municipal property is prohibited.

21. DRONES: Lessee and any visitors to or on the premises are prohibited from flying drones from or over the leased premises.

IN WITNESS WHEREOF, the parties have executed this lease on , _____2024.

LESSEE

VILLGE OF CLAYTON, LESSOR

Norma J. Zimmer, Mayor