VILLAGE OF CLAYTON BOARD
OF TRUSTEES AGENDA
November 09th, 2026 – 5:00 PM

DPW:

1. Activity Report

POLICE:

1. Activity Report

CONSENT AGENDA:

1. DRAFT Meeting Minutes October 26th, 2026		
2. Payroll (P/R #11) 10/08/2026 to 10/21/2026	$	48,355.76
3. Teamsters Health & Hospital October 2026	$	20,965.72
4. Abstract -11/09/2026		
General Fund	$	30,990.22
Water Fund	$	2,437.19
Sewer Fund	$	22,989.39
Total	**$**	**56,416.80**
5. **CAPITAL PROJECTS 11/09/2026**	**$**	**31,293.24**

NEW BUSINESS:

1. **MOTION** – DANC Agreement for Cybersecurity Assessment

MAYOR:

BOARD REPORTS:

PUBLIC COMMENTS:

ADJOURNMENT:

DPW ACTIVITY REPORT FOR 11/9/26

STREETS:

1. Leaf pick up continues.
2. Removed the remaining meter posts from James St. and Riverside Dr., with the exception of where the scarecrows are.
3. We received our signs and sign posts for the one-way streets. We have attached the signs to the posts and will be installing them as soon as Manfred's contractor has completed all of the sidewalks and finished restoration. Hopefully within the next week or two.
4. Re-installed the STOP sign that was knocked over by a concrete truck at the intersection of High and James St.

WATER:

1. Manfred Construction has completed all the main line installation of water mains. They are currently tying in service laterals. Their sub-contractor, A&K Slip Forms are currently installing sidewalks where the water mains were replaced.

BUILDINGS:

1. Repaired the door latch of the exterior door at the Library.
2. I have spoken with Mike Hoover to order the conversion kit for the Municipal Building. I am waiting to hear back from him on an estimated time of installation.

EQUIPMENT:

1. Installed and retro-fitted the sander on the new plow-truck.
2. Installed the sander on truck #16 (2012 Ford f-350). We also replaced the wiring harness for the sander.
3. Installed the sander on the toolcat.
4. Replaced the water pump and the fan belt on the backhoe.
5. Caskinette Ford replaced the body control module on truck #20 and completed the New York State inspection. (2015 Ford F-350).

PARKS:

1. We brought the train to the Municipal Building to rebuild and paint.
2. Decorated the tree trunks at Wood Park and the anchor and flower box at Frink Park to get a head start on Christmas while the weather is good.
3. Installed a new remote door lock on the men's room at Rotary Park.

DOCKS:

1. Seaway Marine Group have removed the gangways from the big floating docks and set them at Frink Park for the winter.

Respectfully submitted,
Terry Jones, DPW Superintendent

CLAYTON POLICE DEPARTMENT

Village of Clayton, New York

BIWEEKLY ACTIVITY REPORT

Submitted to the Village Board of Trustees

REPORT NO.	PERIOD FROM	PERIOD TO	DATE SUBMITTED	BOARD MEETING DATE
2026-21	10/23/2026	11/04/2026	11/05/2026	11/09/2026

PREPARED BY (NAME)	TITLE
Dustin Shawcross	Acting Chief

ACTIVITY SUMMARY

ACTIVITY / CATEGORY	THIS PERIOD	ACTIVITY / CATEGORY	THIS PERIOD
Total calls for service	21	Welfare checks	1
Traffic stops	1	Alarm responses	0
Parking violations	1	Suspicious person / vehicle	3
Traffic crashes investigated	1	Property, vacation & business checks	4
Criminal reports taken	2	Animal complaints	0
Domestic incidents	1	Assists - EMS / Fire / Sheriff / State Police / other agency	2
Mental health / crisis calls	0	Other / Misc	5

The Board of Trustees of the Village of Clayton held a regular meeting on Monday, October 26th, 2026, at 5:00 p.m.

PRESENT:

Nancy L. Hyde, Mayor
Ron Duford, Deputy Mayor
Robert McDowell, Trustee
Robert Riddoch, Trustee
Meredith Bonisteel Nims, Trustee
Jeff Mosher, (DANC) Water/Sewer Supervisor
Joanne Lenhard-Boye, Clerk

Pledge of Allegiance/Call to Order:
Mayor Hyde led the Pledge of Allegiance and opened the meeting at 5:00 p.m.

VISITOR'S
Deanna Henry, Rotary Club

1. Deanna informed the board that the 1000 Islands River Santa event will take place at the Frink Park Pavilion and Clayton Opera House on December 5th, 2026, with Santa arriving at 1 p.m. The event will offer gifts for children under 12, activities, food, drinks, and more. All board members agreed it was a wonderful event and expressed their full support.

***WATER/WASTEWATER*:**
Jeffrey Mosher, WWTP Supervisor, DANC

1. **Monthly Report** - was discussed with the board. Report is filed at the Village Clerk's office.
2. **Transfer of monies-** Jeff asked the board to approve a transfer of $20,184.93 from water reserves to FX.8340.200 for gaseous chlorination system.

MOTION made by Trustee McDowell to approve the transfer of money as written above, Trustee Riddoch seconded, all in favor motion carried.

DPW REPORT:
Terry Jones, DPW Supervisor

1. **Activity Report** – was submitted to the board. This report has been filed at the Village Clerk's Office.

ZONING/CODES ENFORCEMENT REPORT:
Mike Ascough, Zoning/Codes Enforcement Officer

1. **Activity Report –** was submitted to the board. This report has been filed at the Village Clerk's Office.

POLICE REPORT:
Kevin Patenaude, Chief of Police

1. **Activity Report –** was submitted to the board. This report has been filed at the Village Clerk's Office. Dustin Shawcross will become Chief of Police when Kevin Patenaude retires on November 18th, 2026. Dustin discussed several planned departmental changes with the board.

CONSENT AGENDA:

1.	DRAFT Meeting Minutes October 13th, 2026		
2.	Payroll (P/R #10) 09/24/2026 to 10/07/2026	$	48,458.04
3.	Abstract -10/26/2026		
	General Fund	$	45,714.80
	Water Fund	$	27,633.62
	Sewer Fund	$	12,410.15
	Abstract Total	**$**	**85,758.57**

MOTION was made by Trustee Bonisteel Nims to approve consent agenda items **#1-3**, Trustee Duford seconded; all in favor motion carried.

4.	**Capital Projects Abstract 10/26/2026**	**$**	**17,479.20**

MOTION was made by Trustee McDowell to approve Capital Projects consent agenda item **#4**, Trustee Riddoch seconded, all in favor motion carried.

TREASURER:

Amanda Cantwell, Treasurer

1. **August 2026 Financial Reports-**

MOTION made by Trustee Bonisteel Nims to accept the September 2026 Financial Report; Trustee Riddoch seconded, all in favor motion carried.

MAYOR:

Mayor announced there will be a workshop meeting on November 9th, 2026 at the Municpal Building at 4pm.

ADJOURNMENT:

MOTION made by Trustee Riddoch to adjourn meeting at 5:25 pm; Trustee McDowell seconded all in favor motion carried.

Respectfully,

Joanne Lenhard-Boye, Clerk

Abstract

Run: 11/06/2026 at 10:12 AM

Village of Clayton
Abstract of Audited Vouchers from 11/09/2026 to 11/09/2026

Claimant / Invoice Date	Invoice	Voucher # / Description	Distribution Acct	A/P Owed	Chk #	Chk Date
Voucher Type: <none>						
GILLBUILT TRANSPORTATION INC		**30662**				
10/21/2026	161009	9,200 GALLONS SLUDGE	GG.8189.400.000.	675.28		
GILLBUILT TRANSPORTATION INC Total				675.28		
Total for Voucher Type: <none>				**675.28**		
Voucher Type: Regular						
AMAZON CAPITAL SERVICES		**30668**				
11/05/2026	1PFX-XKTL-1YDP	(1) PVC CHAIR LEG TIPS	AA.1620.400.000.	49.29		
AMAZON CAPITAL SERVICES Total				49.29		
BACH & CO INC		**30653**				
10/28/2026	125603	(1) 3/4" TH PVC BAL	GG.8121.401.000.	4.94		
10/28/2026	125613	(1) LIBERTY 1/3HP	GG.8121.401.000.	274.09		
10/28/2026	125615	(1) 11/4 11/2 PVC CON	GG.8121.401.000.	31.56		
BACH & CO INC Total				310.59		
BADGER METER		**30659**				
10/28/2026	80256162	ENDPOINT SERVICES 10.2026	FX.8340.402.000.	1,011.88		
BADGER METER Total				1,011.88		
BEAM MACK SALES & SERVICE		**30706**				
10/06/2026	275811W	(6) RAINX WW-SOLVENT	AA.5110.400.000.	31.80		
BEAM MACK SALES & SERVICE Total				31.80		
CCNNY, LLC.		**30705**				
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	AA.1325.400.000.	325.00		
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	AA.3120.402.000.	300.00		
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	AA.5110.400.000.	150.00		
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	AA.8010.400.000.	75.00		
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	AA.8010.400.000.	75.00		
11/03/2026	19485	MONTHLY I/T SERVICE 10.2026	GG.8130.401.000.	75.00		
CCNNY, LLC. Total				1,000.00		
CHARTER COMMUNICATIONS		**30666**				
10/14/2026	146060401101426	SERVICE FROM 10/19/2026-11/18/2026	GG.8130.400.000.	60.00		
10/14/2026	146060401101426	SERVICE FROM 10/19/2026-11/18/2026	FX.8320.400.000.	60.00		
CHARTER COMMUNICATIONS Total				120.00		
CLAYTON SHURFINE		**30669**				
11/03/2026	03-834482	(4) CASES SPRING WATER	AA.5110.400.000.	28.76		
CLAYTON SHURFINE SUPERMARKET Total				28.76		
CONVERSE LABORATORIES INC		**30649**				
11/03/2026	79118	DRINKING WATER SAMPLES 10.2026	FX.8340.403.000.	109.00		
11/03/2026	79119	WASTE WATER SAMPLES 10.2026	GG.8130.407.000.	1,478.00		
CONVERSE LABORATORIES INC Total				1,587.00		

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Claimant / Invoice Date	Invoice	Voucher # / Description	Distribution Acct	A/P Owed	Chk #	Chk Date
FARGO'S SEPTIC SERVICE		**30648**				
10/27/2026	1511	PUMP OUT LIFT STATION BARTLETT	GG.8189.400.000.	600.00		
FARGO'S SEPTIC SERVICE Total				600.00		
GILLBUILT TRANSPORTATION INC		**30663**				
10/21/2026	161008	18,400 GALLONS SLUDGE	GG.8189.400.000.	1,050.64		
10/22/2026	161019	27,600 GALLONS SLUDGE	GG.8189.400.000.	1,575.96		
GILLBUILT TRANSPORTATION INC Total				2,626.60		
GILLEES AUTO TRUCK & MARINE		**30695**				
11/02/2026	737647	(2) GRO CONNECT	AA.5110.400.000.	24.04		
GILLEES AUTO TRUCK & MARINE Total				24.04		
HEIDELBERG MATERIALS		**30701**				
9/23/2026	6700141628	(34.10) TON #1B	AA.5112.200.000.	624.03		
HEIDELBERG MATERIALS NORTHEAST-NY LLC Total				624.03		
JACOB M ANGUS		**30674**				
11/05/2026	FY2027-3	$599 BENEFIT - CLOTHING	AA.9089.800.000.	72.50		
JACOB M ANGUS Total				72.50		
MIRABITO ENERGY PRODUCTS		**30660**				
10/27/2026	86632	47 GALS HEATING OIL -113 BARTLETT	FX.8320.400.000.	225.11		
MIRABITO ENERGY PRODUCTS Total				225.11		
NATIONAL GRID		**30704**				
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	FX.8320.400.000.	2,048.84		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	FX.8340.400.000.	181.47		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.7180.400.000.	237.90		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.7140.400.000.	669.86		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.5182.400.000.	6,648.99		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.6410.400.000.	78.57		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.5110.400.000.	44.36		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	AA.1620.400.000.	5,970.98		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	GG.8130.400.000.	5,330.87		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	GG.8120.400.000.	1,736.54		
10/26/2026	10.2026	BILLING PERIOD 09/23/26-10/22/2026	GG.8121.400.000.	1,728.80		
NATIONAL GRID Total				24,677.18		
NORTHERN COPY PRODUCTS INC		**30665**				
10/09/2026	8833	Q2 &Q3 PRINTING - SEWER PLANT	GG.8130.401.000.	264.84		
NORTHERN COPY PRODUCTS INC Total				264.84		
PHINNEY'S AUTOMOTIVE CENTER		**30710**				
10/28/2026	114456	2021 CHEV TAHOE - VEHICLE	AA.3120.400.000.	544.14		
10/29/2026	114471	2015 FORD F-350 SUPERDUTY VEHICLE	AA.5110.400.000.	75.60		
PHINNEY'S AUTOMOTIVE CENTER Total				619.74		
REINMAN'S DEPT STORE		**30672**				
10/01/2026	448402	(56) NUTS & BOLTS	AA.7140.400.000.	8.28		
10/02/2026	448435	(1) SHOP TOWELS	AA.5110.400.000.	3.23		

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Claimant / Invoice Date	Invoice	Voucher # / Description	Distribution Acct	A/P Owed	Chk #	Chk Date
10/02/2026	448444	(1) SPRYPNT BAN RED 12OZ	AA.5110.400.000.	5.93		
10/02/2026	448461	(1) DISCHARGE HOSE KIT	AA.1620.400.000.	24.28		
10/02/2026	448462	(1) DISCHARGE HOSE KIT 1-1/4	AA.1620.400.000.	-3.60		
10/08/2026	448584	(60) RV/MARINE ANTIFREEZE	AA.7180.400.000.	240.00		
10/09/2026	448629	(1) CAULK WHT 10.1OZ	AA.1620.400.000.	3.59		
10/14/2026	448748	(1) BLADE HACK 10"	AA.1620.400.000.	6.46		
10/16/2026	448801	(2) BRILLO SNO BOWL	AA.7140.400.000.	10.06		
10/16/2026	448806	(2) HANGER STORAGE 10" JUMBO	AA.7140.400.000.	10.78		
10/16/2026	448809	(1) PIZZA PAN BLK	AA.1620.400.000.	13.49		
10/16/2026	448810	(1) CABLE TIE 14"	AA.1620.400.000.	3.23		
10/16/2026	448814	(1) INCAND BULB 7W	AA.1620.400.000.	9.52		
10/16/2026	448815	(1) OFFSET SCREWDRIVR	AA.1620.400.000.	6.29		
10/19/2026	448871	(5) SUPPLY HOSE 3/8X5/8X150	AA.5110.400.000.	8.96		
10/21/2026	448925	(1) RAKE POLY LEAF	AA.1620.400.000.	21.57		
10/27/2026	449065	(60) RV/MARINE ANTIFREEZE	AA.7140.400.000.	240.00		
10/27/2026	449066	(5) SINGLE CUT KEY	AA.7140.400.000.	19.95		
10/27/2026	449069	(1) MLW RECIP 9" 5PK	AA.5110.400.000.	17.99		
10/29/2026	449118	(1) PTR TAP GRN	AA.1620.400.000.	16.18		
10/29/2026	449119	(2) HOSE 3/8X50	AA.1620.400.000.	6.81		
10/30/2026	449133	(2) MTL CUT WHL	AA.1620.400.000.	18.87		
REINMAN'S DEPT STORE Total				691.87		
SLACK CHEMICAL CO INC		**30656**				
10/20/2026	228796	(2) CYLINDER RETURN	FX.8320.404.000.	-2,000.00		
10/20/2026	509721	(2) 1E BIN STERNPAC	GG.8130.404.000.	5,038.48		
SLACK CHEMICAL CO INC Total				3,038.48		
STAPLES CONTRACT &		**30707**				
10/23/2026	6077776053	(2) X3 NITRILE GLOVES	AA.1325.400.000.	26.06		
10/27/2026	6078278803	(2) RECYCLED FILE FOLDERS	AA.1325.400.000.	68.98		
10/27/2026	6078278803	(2) RECYCLED FILE FOLDERS	AA.3120.200.000.	14.81		
10/29/2026	6078357338	(1) COASTWIDE PROFESSIONAL TOILET	GG.8130.401.000.	60.76		
10/30/2026	6078540281	RETURN (1) METAL MESH FILE	AA.3120.200.000.	-14.81		
STAPLES CONTRACT & COMMERCIAL Total				155.80		
SYDENSTRICKER NOBBE		**30698**				
10/30/2026	12459757	(1) WTR PMP GASKET	AA.5110.400.000.	368.99		
SYDENSTRICKER NOBBE PARTNERS, INC. Total				368.99		
T I CENTRAL SCHOOL DISTRICT		**30644**				
10/21/2026	07.2026	FUEL USE 07.2026	FX.8320.400.000.	110.47		
10/21/2026	07.2026	FUEL USE 07.2026	AA.7620.400.000.	170.76		
10/21/2026	07.2026	FUEL USE 07.2026	AA.5110.400.000.	2,452.77		
10/21/2026	07.2026	FUEL USE 07.2026	AA.3120.401.000.	547.96		
10/21/2026	07.2026	FUEL USE 07.2026	GG.8130.400.000.	433.30		
10/21/2026	08.2026	FUEL USE 08.2026	GG.8130.400.000.	238.20		
10/21/2026	08.2026	FUEL USE 08.2026	AA.3120.401.000.	392.05		
10/21/2026	08.2026	FUEL USE 08.2026	AA.7620.400.000.	182.95		
10/21/2026	08.2026	FUEL USE 08.2026	FX.8320.400.000.	89.82		
10/21/2026	08.2026	FUEL USE 08.2026	AA.5110.400.000.	1,695.77		
10/21/2026	09.2026	FUEL USE 09.2026	AA.7620.400.000.	92.66		
10/21/2026	09.2026	FUEL USE 09.2026	FX.8320.400.000.	74.35		

Village of Clayton
Abstract of Audited Vouchers from 11/09/2026 to 11/09/2026

Claimant / Voucher #	Invoice Date	Invoice	Description	Distribution Acct	A/P Owed	Chk #	Chk Date
	10/21/2026	09.2026	FUEL USE 09.2026	AA.5110.400.000.	3,125.28		
	10/21/2026	09.2026	FUEL USE 09.2026	AA.3120.401.000.	376.52		
	10/21/2026	09.2026	FUEL USE 09.2026	GG.8130.400.000.	231.66		
T I CENTRAL SCHOOL DISTRICT Total					10,214.52		
T I PRINTING CO INC		30647					
	10/07/2026	214613	LEGAL NOTICE - JOINT MEETING	AA.1325.400.000.	27.90		
T I PRINTING CO INC Total					27.90		
TEMP-PRESS INC		30661					
	10/26/2026	74554	SERVICE CALL- RIVERSIDE DR PUMP	GG.8120.401.000.	885.00		
TEMP-PRESS INC Total					885.00		
UNIFIRST CORPORATION		30703					
	10/23/2026	1100402073	UNIFORM CLEANING 10/23/2026	GG.9089.801.000.	20.58		
	10/23/2026	1100402073	UNIFORM CLEANING 10/23/2026	FX.9089.801.000.	20.59		
	10/23/2026	1100402073	UNIFORM CLEANING 10/23/2026	AA.9189.800.000.	123.51		
UNIFIRST CORPORATION Total					164.68		
UNITED CONSTRUCTION &		30694					
	10/30/2026	11883821	(1) V-BELT	AA.5110.400.000.	87.33		
UNITED CONSTRUCTION & FORESTRY Total					87.33		
USABLUEBOOK		30657					
	10/30/2026	INV01204772	(1) SLIDE HANDLE ROD KEY 6' W/ 2 HOLD	GG.8121.401.000.	362.34		
USABLUEBOOK Total					362.34		
VILLAGE OF CLAYTON		30711					
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	GG.8120.400.000.	279.33		
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	GG.8130.400.000.	462.59		
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	AA.1620.400.000.	866.17		
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	AA.7180.400.000.	1,488.03		
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	AA.7140.400.000.	276.96		
	11/01/2026	11.2026	WATER/SEWER BILLING PERIOD 06/15/26	FX.8320.400.000.	415.03		
VILLAGE OF CLAYTON Total					3,788.11		
WASTE MANAGEMENT OF NEW		30697					
	10/26/2026	3485414-0448-2	8 YARD DUMPSTER - 615 E LINE ROAD	AA.5110.400.000.	276.00		
	10/26/2026	3485468-0448-8	4 YARD DUMPSTER - 1 GARDNER ST	FX.8320.400.000.	90.63		
	10/26/2026	3485468-0448-8	4 YARD DUMPSTER - 1 GARDNER ST	GG.8130.400.000.	90.63		
WASTE MANAGEMENT OF NEW YORK LLC Total					457.26		
WHITE CAPS CONSTRUCTION LLC		30702					
	10/22/2026	571	ALUMINUM PIECES - REPAIR BLEACHERS	AA.7140.400.000.	1,192.86		
WHITE CAPS CONSTRUCTION LLC Total					1,192.86		
WHITES LUMBER INC		30696					
	11/02/2026	4000860	(1) QT INTERIOR FLAT BASE (N5471XQ)	AA.1620.400.000.	55.26		
	11/03/2026	4001797	(4) 15/32X4X8 CD TREATED PLYWOOD	AA.7140.400.000.	230.26		
WHITES LUMBER INC Total					285.52		

Village of Clayton
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Claimant / Invoice Date	Invoice	Voucher # / Description	Distribution Acct	A/P Owed	Chk #	Chk Date
WHITESBORO PLOW SHOP INC		**30699**				
10/29/2026	WP406	(1) HARNESS ASSEMBLY	AA.5110.400.000.	147.50		
WHITESBORO PLOW SHOP INC Total				147.50		
Total for Voucher Type: Regular				**55,741.52**		

Total:

<none>	**675.28**
Regular	**55,741.52**
Total	**56,416.80**

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	**56,416.80**
	56,416.80

Date

Mayor/Deputy Mayor Signature

Capital Projects

Run: 11/06/2026 at 9:10 AM

Village of Clayton
Abstract of Audited Vouchers from 11/09/2026 to 11/09/2026

Claimant / Invoice Date	Invoice	Voucher # / Description	Distribution Acct	A/P Owed	Chk #	Chk Date
Voucher Type: <none>						
BARTON & LOGUIDICE DPC		**30667**				
11/03/2026	166796	SERVICES THRU OCTOBER 17, 2026	HH.1440.200.035.	31,293.24		
BARTON & LOGUIDICE DPC Total				31,293.24		
Total for Voucher Type: <none>				**31,293.24**		

Total:

<none>	**31,293.24**
Total	**31,293.24**

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	**31,293.24**
	31,293.24

Date

Mayor/Deputy Mayor Signature

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
ENGINEERING TECHNICAL SERVICES AGREEMENT FOR
WASTEWATER TREATMENT PLANT CYBERSECURITY ASSESSMENT

WITH THE

VILLAGE OF CLAYTON

This Agreement entered into this 9th day of November 2026 by and between:

VILLAGE OF CLAYTON, a New York municipal corporation with offices at 425 Mary Street, P.O. Box 250, Clayton, NY 13624, herein after referred to as "Village",

And

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

Recitals

1. The Authority has provided Water Quality Management Services for the operation of the Village's Water and Wastewater Treatment Plant since 2010. The Authority is currently providing Project Management and Grant Administration for the Village's Water Intake and Distribution Improvement Project.

2. In response to New York State newly adopting baseline cybersecurity regulations for wastewater and water systems, the Village is undertaking a cybersecurity assessment of their water and wastewater systems.

3. The Village has requested technical services from the Authority to assist the Village with this project. At its Board meeting held on April 27th the Board approved the Authority to assist the Village with this task.

4. The parties acknowledge that cybersecurity risks cannot be completely eliminated and that no cybersecurity assessment, review, recommendation, or remediation plan can guarantee the prevention, detection, or mitigation of all cybersecurity incidents, unauthorized access events, malware attacks, ransomware attacks, system failures, or other security breaches.

5. The Authority's services are based upon information made available by the Village and conditions existing at the time of the assessment. The Authority make no warranty, express or implied, regarding the future security, operability, compliance, or performance of the Village's systems or networks.

6. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

Scope of Services

1. The scope of services that will be performed by the Authority in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of each of these tasks follows.

    a. Research and Data Acquisition

        The Authority will review existing equipment inventories and visit the Village's facilities to prepare a single comprehensive inventory of all water and wastewater equipment including Operation Technology (OT), equipment utilized to operate the POTW, and Information Technology (IT), equipment utilized for day-to-day administration. The assessment will evaluate all items connected to the network, score their risk probability, and outcomes if compromised.

        This phase will also document all users who have access to the systems, including third party vendors, and review passwords and multi-factor authentication for security. The Authority will review the existing emergency response plan (ERP) for the facilities for compliance with new regulations.

        During this phase, the Authority will coordinate the procurement of and oversight of a third party cybersecurity vendor to be directly contracted to the Village to perform penetration testing on the existing system to help identify vulnerabilities. The results of this penetration test will be added to the overall facility inventory.

    b. Plan Development

        The information gathered will be utilized to develop a written OT and IT equipment inventory, their risk level, and outcome of being compromised. The inventory will identify the current network structure and older equipment not compatible with newer control schemes and provide recommendations for compensating security and controls. The final deliverable will be a written cybersecurity risk report that outlines all found vulnerabilities, list of remediations, and plan of action to implement.

        The Authority will use the information gathered to update the Village's ERP to comply with cybersecurity regulations. This update will include list of responses to various cybersecurity attacks, list of contacts, and responsibilities of all staff in an cybersecurity emergency.

        The Authority will provide a written executive summary that can be provided publicly for general cybersecurity needs and recommended remediation without revealing specific vulnerabilities discovered during the previous phase.

All assessments and final reports will comply with NIST CSF 2.0 guidelines.

c. Presentation/Review

The gathered data will be incorporated into a comprehensive risk assessment report for the Village's review. The plan report will be finalized based on review comments. Copies of the bound report will be provided to the Village, as well as digital format containing the asset inventory in Excel Format, the risk assessment report in Word format, and copies of any maps developed as part of the documents. The Authority will make a form PowerPoint presentation to the Village Board.

Terms and Conditions

1. The Authority will conduct work under the sole direction of a single, primary point of contact of the Village.

2. The Village shall pay the Authority for such services at the fully burdened hourly rate for the specific job classification performing the services as indicated in Table 1 below. The Authority reserves the right to update the hourly rates annually effective April 1, i.e. the beginning of the Authority's fiscal year. The Authority will provide an updated rate table at that time; noting however, the total cost of these services shall not exceed $44,000, except as hereinafter noted. In the event that actual costs incurred are expected to exceed $44,000 due to justifiable causes outside the Authority's control, the Authority in its reasonable discretion will require an amendment to this Agreement for such additional costs and the Village shall act in good faith with the Authority to resolve any such matters. In the event the parties, acting in good faith, are unable to reach an agreement with respect to such amendment, the Authority shall not be obligated to continue to provide the services after exhaustion of the initial budget. The Village will accept such partial services as complete satisfaction by the Authority of its obligations pursuant to this agreement. The Authority shall submit monthly invoices properly itemized and supported by appropriate documentation. The Village shall make payment thereof within 30 days of receipt of each invoice.

TABLE 1 – FYE2027 HOURLY RATES

Employee Wage Rate	Standard	Overtime
Director of Engineering	$140	NA
Assistant Director of Engineering	$110	NA
EHS Engineer	$100	NA
Controls Engineer	$97	NA
OSP Supervisor	$93	NA
Project Engineer	$90	NA
GIS Supervisor	$90	NA
OSP Engineer	$89	NA
GIS Analyst	$80	NA
Engineering Specialist	$80	NA

Employee Wage Rate	Standard	Overtime
Director of Water Quality	$130	NA
Assistant Director of Water Quality	$125	NA
Water Quality Supervisor II	$105	NA
Water Quality Supervisor I	$100	NA
Water Quality Coordinator	$89	NA
Water Quality Senior Operator	$91	$111
Administrative Specialist	$73	$93
Water Quality Operator	$83	$101
Water Quality Technician	$75	$91
Maintenance Technician Assistant	$54	$71

3. The Authority will complete the work specified within six months after authorization to proceed, with an estimated completion date of March 31st, 2027; in the event the Authority in its reasonable discretion requires an extension of the completion date / the need for additional services due to justifiable causes outside its control, Village shall act in good faith with the Authority to resolve any such matters.

4. The Village shall provide the reasonable support services of its attorney, clerk and other staff as appropriate to assist in implementing the project.

5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.

6. LIMITATION OF LIABILITY: Notwithstanding any provision of this Agreement to the contrary, the total cumulative liability of the Authority, its officers, directors, employees, agents, and consultants to the Village for any and all claims, losses, damages, costs, expenses, or causes of action arising out of or relating to this Agreement, whether in contract, tort (including negligence), strict liability, indemnification, or otherwise, shall not exceed the total compensation actually paid to the Authority under this Agreement, which amount shall in no event exceed Forty-Four Thousand Dollars ($44,000).

   In no event shall the Authority be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages, including but not limited to loss of revenue, loss of profits, loss of data, business interruption, increased operating costs, regulatory penalties, cyber incident response costs, or claims of third parties, even if advised of the possibility of such damages.

   The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, intentional or negligent acts or omissions, of the Village, its officers, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will

at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, or negligent acts or omissions, of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement, provided, however, that the Authority's total liability and indemnification obligations under this Agreement shall be subject to the Limitation of Liability provision contained herein.

7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or any renewable or extension of this Agreement.

9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

10. The Authority is an independent contractor of the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid to the addresses indicated above.

15. The Village and/or Authority may terminate this Agreement with or without cause upon thirty (30) days' prior written notice provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr.
Executive Director

Date: _____

VLLAGE OF CLAYTON

By: _____
Nancy Hyde
Village Mayor

Date: _____