



**GRAFTON TOWN BOARD
WORKSHOP/SPECIAL MEETING**

June 28, 2021

Meeting Called to order by Supervisor Gundrum @ 6:32PM with the Pledge of Allegiance

ROLL CALL: COUNCILMAN STEVE BEAUDRY – Present

COUNCILMAN JEFF WAGAR – Present

COUNCILMAN FRANK LEWANDUSKY – Present

COUNCILWOMAN JODI DESCHAINED – Present

SUPERVISOR INGRID GUNDRUM – Present

ALSO, IN ATTENDANCE: Thomas Withcuskey - Buildings & Code Enforcement, Chuck Douglas – B.O.A.R, Erika Douglas – Supervisor’s Secretary, Linda Laveway – Planning Board, Rebecca Greene – Town Justice, Phil Danaher – Town Attorney, Jarod Bouchard – Highway Superintendent & Cathy Goyer

General Discussions:

- Records Destruction, Laptop for Town Clerk’s Office
- YTD spending has been down
- Use of Youth Bottle Money – Carnival/Basketball Court – General consensus Town should pay for Basketball Court Repairs – Summer Youth Program is ready to go
- Appropriation of Building Account Funds to appropriate lines
- SR Center Contract – Has it been signed – Yes, Clarification on use of Sr. Center – Merry Makers are approved to use it with the stipulation that they will not move tables
- Recreation Committee will submit a budget for 2022
- Parking on Town Roads, safety concerns Johnson Road, Martin Dunham Road and Long Pond Road – Posting no parking signs -Highway Superintendent will investigate cost – Should park be more involved in patrolling?
- RFP responses for Audit Services – Clarification on cost and procedures

Motion to close Workshop Meeting made 7:30PM made by Supervisor Gundrum, seconded by Councilman Lewandusky – Motion Carried 5 – 0

Special Meeting called to order @ 7:31 with Roll Call

ROLL CALL: COUNCILMAN STEVE BEAUDRY – Present

COUNCILMAN JEFF WAGAR – Present

COUNCILMAN FRANK LEWANDUSKY – Present

COUNCILWOMAN JODI DESCHAINED – Present

SUPERVISOR INGRID GUNDRUM – Present

Motions and Resolutions

Resolution #85 of 2021 – Rejecting RFP Bid – Attached

Resolution #86 of 2021 – Authorizing Town Supervisor to execute contract with Ferraro, Amodio & Zarecki – for Auditing Services – Attached

Resolution #87 of 2021 – Accepting bid for Building Repairs from Bonsteel Family Construction (Eric & Tina Bonsteel) – Attached

Resolution #88 of 2021 – Merry Makers use of Senior Center – Attached

Resolution #89 of 2021 – Records Destruction – Attached

Legislative Privilege – Letter of Resignation received from Bookkeeper – Response Letter from Supervisor

Next Town Board Meeting will be held on 7/12/2021 at 7:00pm

Motion to Adjourn was made at 7:50pm by Supervisor Gundrum, seconded by Councilman Wagar – Motion Carried 5 – 0

RESPECTFULLY SUBMITTED

Victoria E Burdick

VICTORIA BURDICK

GRAFTON TOWN CLERK

Draft: 07/03/2021



TOWN OF GRAFTON

Established in 1807

P.O. BOX G, Grafton, New York 12082

(518) 279-3565 (518) 279- 3685 (Fax)

Email: graftontownclerk@albany.twcbc.com

www.townofgraftonny.org

Resolution #85 of 2021

Whereas, the Town Board of the Town of Grafton having issued an RFP for Auditing Services, and only one response having been submitted in relation thereto, it is hereby

RESOLVED, that the Town Board of the Town of Grafton hereby rejects such submitted bid.

Motion Made by Supervisor Gundrum, seconded by Councilman Beaudry

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky - Yes
Councilman Wagar - Yes
Supervisor Gundrum - Yes

Yes 5 No 0 Absent Abstained
Carried Not Carried

Adopted: June 28, 2021



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Resolution #86 of 2021

Authorizing the Town Supervisor to execute the attached Contract/Proposal with Ferraro, Amodio & Zarecki CPA's for auditing services.

Motion Made by Supervisor Gundrum, seconded by Councilwoman Deschaine

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky - Yes
Councilman Wagar - Yes
Supervisor Gundrum - Yes

Yes 5 No 0 Absent Abstained
Carried Not Carried

Adopted: June 28, 2021



June 11, 2021

The Board of the
Town of Grafton
Attn: Frank Lewandusky, Councilman
Via email only: councilmanlewandusky@albany.twcbc.com

Re: Forensic Audit (Revised Estimate As of 6/11/2021)

Dear Mr. Lewandusky:

This document will outline the terms of the retention of Ferraro, Amodio & Zarecki, CPAs in the above captioned matter. The engagement will include forensic accounting services relating to the above-referenced matter.

DOCUMENT AND INFORMATION NEEDS

A preliminary request for information that will enable us to undertake our forensic review will follow under separate cover, once retained. This engagement may include meeting(s) with the parties, an on-site visit of the Town's offices and a possible inspection of the original financial records in order to accumulate all the information needed to arrive at our conclusion.

At times, based on the particular facts and circumstances of a case, the expertise of other professionals, such as real estate/equipment appraisers, industry experts, or compensation or vocational specialists may be warranted. To the extent the need presents itself in this particular case, we will inform you accordingly. Many cases do not require additional experts. The responsibility for retention of any additional professionals, however, shall not be borne by Ferraro, Amodio & Zarecki, CPAs. The responsibility to retain said professionals lies with you as the client. If Ferraro, Amodio & Zarecki, CPAs is requested to recommend an individual or firm to fulfill the assignment, Ferraro, Amodio & Zarecki, CPAs shall not assume any responsibility for the work product of any other professionals retained in conjunction with this or any other assignment but may rely on their opinion in formulating our opinion without the performance of any additional due diligence.

By signing this retainer agreement, upon request by our office, you agree to provide us promptly, all information and documentation of which you have knowledge or which is in your possession that we deem necessary in connection with our engagement. You additionally represent and warrant that all information and documentation provided or to be provided by you is true, correct and complete to the best of your knowledge and belief.

LIMITING CONDITIONS

It must be understood that our findings may only be used for this particular matter and the communication or publishing of our findings for any other purpose without our written consent is expressly prohibited. If due to circumstances beyond our control it is our belief that we were not provided with information and documentation sufficient to form an opinion within a reasonable degree of professional certainty, we will not render an opinion in conjunction with this engagement.

We will not perform an attest engagement (audit or review) as defined by the American Institute of Certified Public Accountants. Any use of such terms as “examine” or “review” etc., should not be construed within that context. Rather, we will perform only those procedures that we feel are necessary in our professional judgment to issue an opinion. That opinion does not constitute a statement of fairness or provide any other assurance as to the accuracy or veracity of the financial information relied upon.

Our fees and your unconditional obligation for payment are not in any way contingent on our findings or the results of the ultimate settlement or decision of the Court.

Our opinion may be based in part on representations and information obtained from others. We take no responsibility for the accuracy or veracity of such information beyond any customary due diligence that may be performed for purposes of our findings. Additionally, we do not take responsibility to update our report for those events or circumstances unknown to us or occurring after the date of our report.

All workpapers created by us will remain the property of Ferraro, Amodio & Zarecki, CPAs. We will be liable only to produce or return those materials and documents supplied to us by you during the engagement upon your written request. We reserve the right to retain copies of documents that, in our opinion, are necessary to complete our file and support our conclusions. Any workpapers or other proprietary information developed by Ferraro, Amodio & Zarecki, CPAs during the conduct of the engagement will only be produced in response to court order, subpoena or when requested at trial to support our expert opinion(s).

In signing this letter, you further agree to the following records retention policy. We maintain all records including, but not limited to, correspondence, financial records and other documents for a period of five (5) years from the last date of our involvement in the matter as determined by reference to our billing records. Such maintenance may involve the conversion of hard copy



documents to scanned files. Should circumstances require or you desire to maintain your other records longer than five (5) years, we suggest that you retain copies of all documents produced.

APPROACH TO SERVICE

Our offices will employ a client service team in providing all services under this agreement. In accordance with this approach, professionals at varying billing levels will be utilized during the course of the engagement. Each will be assigned specific tasks and/or aspects of the engagement based upon nature and complexity.

BILLING TERMS

Billings will be based on the actual time expended, plus actual disbursements. When using an automobile for travel, reimbursement will be sought at the current Federal mileage rate in effect at the time of billing. Our hourly current rates are as follows:

Partners	\$275.00-\$325.00
Senior Managers	\$225.00-\$250.00
Managers	\$175.00-\$225.00
Analysts/Senior Analysts	\$145.00-\$175.00
Other Department Staff	\$100.00-\$150.00

Obviously, the number of hours spent on an engagement is often subject to variables over which our office has no control, e.g., the cooperation of the parties and the completeness and condition of the information provided. Our fees will be based on actual time expended on the engagement with the total amount not to exceed \$13,000. We estimate that our fee will be in the following range and will not exceed:

- 1) Phase 1 – Discussions with Board and staff, interviews if necessary, forensic audit of prior year, identify, review, and investigate issues: Range of Fees: \$9,000 to \$11,000
- 2) Phase 2 – Report and Recommendations: Range of Fees: \$1,000 to \$2,000



If our audit of the prior year uncovers significant concerns or issues that need to be addressed beyond this scope, we will contact you and obtain your approval to go forward.

The fee for this engagement is payable as follows: \$5,000 advance retainer deposit, that will be credited against the value of time and expense as it accumulates. Please be advised that the ultimate fee will probably exceed the retainer deposit. The initial retainer is replenishable when the balance of the unspent retainer falls below \$1,000. All charges will be billed periodically, normally not less than monthly, and payment of our invoices in excess of the balance of any retainer deposit is expected upon their receipt. All outstanding fees are payable before trial and/or the communication of our findings. Our hourly rates are re-determined annually. A minimum fee of \$1,000 will apply to this matter regardless of time charges incurred. Once charges are billed and paid, they are deemed final and are not subject to further modification or future disgorgement. If this matter proceeds to trial, we reserve the right to require an additional trial retainer to be applied against time and expense incurred in preparation and trial attendance. The extent of trial preparation will be based solely on our judgment.

Any court order issued or agreement between the parties as to the payment of our fees will be honored.

Please carefully review all invoices. If you believe any invoices to be in error or have any objections, you shall notify our office in writing of each contested time or expense charge and the reason underlying each objection. If we do not receive such written notice of error or objection within fifteen (15) days of the date of the invoice, the invoice will be deemed final, fair and accurate in all respects and will not be subject to future dispute or modification. Our billings, and your unconditional requirement to pay them, are not in any way contingent on the ultimate resolution of your matter. All outstanding balances are immediately due and payable upon the settlement of the case or the completion of any required court testimony. It is agreed that counsel will take all necessary steps to procure and set aside funds out of settlement proceeds or court awarded equitable distribution sufficient to pay balances, if any, which may be finally owed to Ferraro, Amodio & Zarecki, CPAs.

You have the unconditional right to terminate our services. In addition, we have the unconditional right to withdraw our representation immediately upon written notice. In that event, any unexpired retainer will be refunded as soon as practicable. Similarly, any unbilled time and expense will be billed and, together with any unpaid invoices, will become immediately due and payable.

We reserve the right to discontinue services if billings are not paid within 30 days of being rendered or when otherwise due sooner under this agreement. If any outstanding bills regarding this matter



are turned over to a third party for collection, it is agreed that all costs related to that action will be your responsibility, including attorney's fees of the greater of \$7,500 or 15% of the outstanding balance, which is hereby agreed to be just and reasonable. Interest at the rate of 9% per annum will be added to any balance outstanding for more than 30 days. The total liability of Ferraro, Amodio & Zarecki, CPAs including our partners and employees, for any and all claims or counterclaims related to this engagement, is limited to the total fees paid to us for work performed on this engagement.

Ferraro, Amodio & Zarecki, CPAs will not have any obligation to issue a report or other document, or communicate its research, analysis, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until your account is paid in full and retainer requirements met unless alternative payment arrangements have been mutually agreed to in writing between Ferraro, Amodio & Zarecki, CPAs and you. Ferraro, Amodio & Zarecki, CPAs will have no liability to you, or any other person, by reason of suspension of services or withdrawal, due to your failure to pay all amounts due Ferraro, Amodio & Zarecki, CPAs.

In the event we are compelled by subpoena, court order or government regulatory agency to appear at any proceeding as a result of our involvement in this case or to provide documents received or generated in this case, even if subsequent to the resolution of the case by settlement or adjudication, you agree to reimburse us for all expenses incurred in compliance thereof, as well as compensate us at the hourly rates in effect at the time and upon the same terms and conditions provided in this retainer agreement.

ENFORCEMENT, JURISDICTION AND SEVERABILITY

This agreement is governed by the laws of New York State and any enforcement action(s) that may be necessary due to the breach of the terms of this agreement or any and all other claims which may arise regarding the services covered by this agreement, are subject to venue in Saratoga County, New York.

This agreement constitutes the entire agreement and cannot be modified or amended in any way unless in writing executed by all parties. Any claim of oral amendment to this agreement shall be deemed unenforceable, null and void. This agreement will remain in full force and effect between you and any successor to Ferraro, Amodio & Zarecki, CPAs unless objected to in writing by you, the client, within 30 days' written notice by Ferraro, Amodio & Zarecki, CPAs.



If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall have no effect upon and shall not impair the enforceability of any other provision of this agreement, which shall continue to be and remain in full force and effect.

CONFIDENTIALITY

Our services are confidential. All steps deemed reasonable by Ferraro, Amodio & Zarecki, CPAs will be taken to control access or availability of any documents and records related to this matter.

In the interest of facilitating the engagement, we routinely communicate by facsimile transmission or electronic mail (e-mail) over the Internet. Such communications may include information that is deemed confidential. If you consent to the use of facsimile and/or e-mail communications for this matter, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent. Accordingly, we take no responsibility for any unauthorized or unintended interception of these communications or access to them. Your execution of this retainer agreement will be deemed to constitute your consent to our use of these communication media.

SCHEDULING

It is agreed that our offices will be consulted by counsel prior to the setting of any conference and/or trial dates to avoid scheduling conflicts. Should such scheduling conflicts result, all reasonable efforts will be expended by all parties to resolve them. In the event that scheduling orders are issued and/or trial dates are set by the Court, our offices must be notified immediately by counsel. In any event, we will require a minimum of 30 days after receipt of all information and documentation deemed necessary by us before we can issue our report in this matter.

CONFLICTS

We have determined that we have no known conflicts in accepting this engagement. We have, however, regular occasion to work with many lawyers. Due to our extensive forensics/litigation practice in this area, it is probable that we have been involved with lawyers and their firms on other matters. We do not, however, deem such involvement or interaction a professional or ethical obstacle to accepting this engagement, and assure you that in no way would it impede our professional objectivity in this matter.



ACCEPTANCE AND CLOSING

This is a legally binding contract. By signing, you represent that you read the entire agreement, understand its terms and, if found advisable, sought the advice of counsel in executing this agreement. We recommend you do so. The written representations and terms contained herein constitute the entire agreement. Any amendments must be in writing and executed by both parties.

We would like to thank you for this opportunity to be of service. Should the terms of the arrangement be satisfactory, please indicate your understanding and agreement of the terms contained herein by **signing the original of this agreement in the space provided** and returning it, together with the retainer amount, as soon as possible so that we may commence planning and scheduling the engagement. No work will commence on this engagement until the signed agreement and retainer amount has been received.

Per our agreement and pursuant to New York State's Electronic Signatures and Records Act, you agree that a signed digital (electronic) copy of this agreement will have the same legal validity and effect as an original signed version.

Very truly yours,



Paul C. Zarecki, Partner

I have read each page and provision of this Agreement and understand and agree to its terms.

Frank Lewandusky, Councilman
Town of Grafton

Date





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Resolution #87 of 2021

Whereas, the Town Board of the Town of Grafton having issued a Request for Bids for various repairs to multiple buildings in the Town, and only one response having been submitted in relation thereto, it is hereby

RESOLVED, that the Town Board of the Town of Grafton hereby awards the bid to Bonesteel Family Construction – Eric and Tina Bonesteel

Motion Made by Supervisor Gundrum, seconded by Councilman Beaudry

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky – Yes
Councilman Wagar - Yes
Supervisor Gundrum - Yes

Yes 5 No 0 Absent Abstained
Carried **X** Not Carried

Adopted: June 28, 2021



Eric & Tina Bonesteel

83 Dyken Pond Rd, Cropseyville, NY 12052

(518)860-5236

bonesteelfamilyconstruction@gmail.com

f@BFCgny1

ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Highway Dept.

RECEIVED
 JUN 14 2021
 Town of Grafton

Description		Cost
Paint exterior walls of main garage		\$14,600.00
Replace a 36" x 36" slider window		\$ 650.00
Trim out windows		\$ 350.00
Paint exterior foundation of main garage		\$4,000.00
Paint exterior wood walls of sand shed		\$4,360.00
**** Material prices could fluctuate due to the volatile construction market****		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$23,960.00
Deposit	Total	\$11,980.00
Amount Due	Total	\$

If writing a check please make it payable to Bonesteel Family Construction, Thank you!

Eric & Tina Bonesteel



Eric & Tina Bonesteel

83 Dyken Pond Rd, Cropseyville, NY 12052

(518)860-5236

bonesteelfamilyconstruction@gmail.com

f@BFCgny1

ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Town hall misch. repairs and up keep

Description		Cost
Replace broken siding around building		\$ 780.00
Repair fuel oil door (build new door slab)		\$ 600.00
Repair tape seams and drywall throughout town hall and court room and paint areas that were repaired		\$1,350.00
Insulate attic space in town hall and courtroom		\$8,800.00
Install missing piece of Fascia		\$ 130.00
Repair drop ceiling in court room		\$ 150.00
Deck repairs and paint Court room entrance		\$ 800.00
*** Material prices could fluctuate due to the volatile construction market**		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$12,610.00
Deposit	Total	\$6,305.00
Amount Due	Total	\$

If writing a check please make it payable to Bonesteel Family Construction,
Thank you!



Eric & Tina Bonesteel

83 Dyken Pond Rd, Cropseyville, NY 12052

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bonesteelfamilyconstruction@gmail.com

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ESTIMATE:

Attention: Town Of Grafton

Date: 6/8/2021

Project: Ambulance garage

Description		Cost
Garage door gasket		\$ 150.00
Replace damaged ceiling tiles		\$ 700.00
Interior masonry repairs- repoint deteriorating knee wall and level heave concrete floor		\$1,050.00
Replace rotted section of garage door moulding		\$ 75.00
Install window on west side of building (36" W x 48"H)		\$1,300.00
** Material prices could fluctuate due to the volatile construction market ***		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$3,275.00
Deposit	Total	\$1,637.50
Amount Due	Total	\$

If writing a check please make it payable to Bonesteel Family Construction,
Thank you!

Eric & Tina Bonesteel



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ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Recycle center

Description		Cost
Install plywood soffits		\$1,200.00
Ridge vent fillers		\$ 200.00
Replace broken corner trim pieces		\$ 280.00
Replace broken door trim pieces		\$ 750.00
Replace broken steel panels		\$ 350.00
Install metal fascia		\$1,300.00
Paint exterior walls of building		\$2,900.00
**** Material prices could fluctuate due to the volatile construction market****		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$6,980.00
Deposit	Total	\$3,490.00
Amount Due	Total	\$

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ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Gazebo / Veterans Memorial park

Description			Cost
Install new deck board along entrance to gazebo			\$ 150.00
Paint Gazebo deck, railings and post (green to match the post office)			\$1,300.00
Install 4 x 6 rim joust (for aesthetics)			\$ 100.00
Paint benches at Veterans Memorial			\$ 0.00
**** Material prices could fluctuate due to the volatile construction market****			
Terms: 1/2 down for deposit to secure date and order materials for project.		Subtotal	\$1,550.00
Deposit		Total	\$ 775.00
Amount Due		Total	\$

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ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Post office

Description		Cost
Exterior trim paint throughout entire building to include windows and doors		\$5,500.00
Replace broken lattice on front entry deck		\$ 100.00
Front steps and deck- Remove carpeting, paint deck and install slip resistant treads		\$1,800.00
Vestibular- replace ceiling tiles, paint wall and ceiling and replace light		\$ 650.00
**** Material prices could fluctuate due to the volatile construction market****		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$8,050.00
Deposit	Total	\$4,025.00
Amount Due	Total	\$

If writing a check please make it payable to Bonesteel Family Construction,
Thank you!

Eric & Tina Bonesteel



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ESTIMATE:

Attention: Town of Grafton

Date: 6/8/2021

Project: Senior center

Description		Cost
Siding repair (starter strip)		\$ 50.00
Replace ceiling tiles		\$ 50.00
East steel door repair		\$ 500.00
Misch. Sheet rock repairs		\$1,500.00
Install a 2ft x 2ft bulletin board		\$ 150.00
Replace curtain rod with bifold door		\$ 500.00
Porch railings (replace 4 top rails)		\$ 400.00
Replace deck fascia boards with pvc		\$ 500.00
**** Material prices could fluctuate due to the volatile construction market****		
Terms: 1/2 down for deposit to secure date and order materials for project.	Subtotal	\$3,650.00
Deposit	Total	\$1,825.00
Amount Due	Total	\$

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Thank you!

Eric & Tina Bonesteel



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Resolution #88 of 2021

The Town Board of the Town of Grafton hereby authorizes the Merry Makers to use the Everett Wagar Senior Center for their monthly meetings pursuant to agreement by Rensselaer County with the stipulation that tables/furniture will not be moved

Motion Made by Supervisor Gundrum, seconded by Councilman Lewandusky

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky – Yes
Councilman Wagar - Yes
Supervisor Gundrum - Yes

Yes 5 No 0 Absent Abstained
Carried Not Carried

Adopted: June 28, 2021



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Resolution #89 of 2021

The Town Board of the Town of Grafton hereby authorizes the Town Clerk to destroy documents according to LGS – 1 specifications in the most prudent and fiscally responsible method.

Motion Made by Councilman Lewandusky, seconded by Councilwoman Deshaine

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky – Yes
Councilman Wagar - Yes
Supervisor Gundrum - Yes

Yes 5 No 0 Absent Abstained
Carried Not Carried

Adopted: June 28, 2021