



GRAFTON TOWN BOARD MEETING

September 12, 2022 – 7:00PM

Grafton Town Hall – 2379 NY RT 2, Grafton NY 12082

Meeting called to Order by Supervisor Gundrum 7:00PM with the Pledge of Allegiance and a moment of Silence in Memory of September 11, 2001

ROLL CALL: COUNCILMAN STEVE BEAUDRY – Present

COUNCILMAN PIERCE HOYT – Present

COUNCILMAN FRANK LEWANDUSKY – Absent

COUNCILWOMAN JODI DESCHAINE – Present

SUPERVISOR INGRID GUNDRUM – Present

ALSO, IN ATTENDANCE WERE THE FOLLOWING: Ann Calabro, James Goyer Sr., Tom Withcuskey – Buildings/Code Enforcement, Randy Jones, LeAnna Sweet - Grafton Library, Jarod Bouchard – Highway Superintendent, George & Estelle Hovnanian, Becky Greene, Linda Laveway – Recreation Committee & Merry-makers

REVIEW/APPROVAL OF MINUTES FROM: August 8, 2022 TBM, August 22, 2022 Workshop/Special Meeting & August 24, 2022 Emergency Meeting –

Motion to Approve the above Minutes made by Supervisor Gundrum, seconded by Councilwoman Deschaine

Motion Carried 4 - 0

REPORTS AND REMITTANCES FROM TOWN COMMITTEES:

SUPERVISOR: Attached

TOWN CLERK: Town Clerk Fees - \$244.60, Trash/Recycle – \$3239.00, Building Permits - \$1350.00, Youth Dept. Bottle Returns/Donations – 190.40 Total Revenue for August \$6250.40 Payment to DEC - \$1141.40, Payment to Agri-Markets - \$40.00, Payment to NYS Dept of Health (Marriage License) - \$45.00 – Check to Supervisor \$5024.00

ASSESSOR: Processed sales and escrows from County, Reviewed properties in field, Meeting with taxpayers, Held Office Hours & Reviewing new construction permits

HIGHWAY: Hired Pt Employee, ditching, Buildings painted, Concrete pad @ Recycle Center just about complete, & getting snowplows ready to go, Taking down dead trees & continuing grading

BUILDINGS/CODE ENFORCEMENT: 35 permits YTD, New construction still strong, Letters for illegal dumping and junk cars sent out

RESCUE SQUAD: 20 calls, 394 miles & 74 volunteer hours

LIBRARY: 673 Books, 350 Ebooks, 341 patrons, wrapped up reading/craft program with Summer Program, Sept 19 starting Zumba Gold for Seniors, 10 participants signed up, October – Legos off the bus and Kids of the bus (homework help for 5th, 6th & 7th graders) will begin, Open House October 22nd, 2-4PM

STATE PARK: Upcoming activities include – Trails Day Sept 17th, Bark & Brew Sept 24th, yoga, after school outings bat talk and more

RECREATION COMMITTEE: Concert on Saturday went well, Working on details of for Fall Festival October 15th

MERREYMAKERS: Meeting Wednesday Sept 12th – Dinner at 5:00Pm, Meeting at 6:15, Trip to Queechey Gorge and other various stops throughout Vermont

COMMUNICATIONS RECEIVED:

- Friends of Dyken Pond – Use of Senior Center – Motion to approve the use of Everett Wagar Senior Center by the Friends of Dyken Pond on October 20, 2022 made by Supervisor Gundrum, seconded by Councilman Hoyt – Motion Carried 4 – 0
- Recreation Committee – Use of Senior Center October 15, 2022
- Grafton Baptist Church – Use of the Village Park

NEW BUSINESS:

- Ethics Board Resignation – Alex Bassey
- Yankee Doodle Band Contract – Board to Review
- Budget Meeting Dates – Will be discussed at a later date
- Estimate for Air Conditioner at Sr. Center – ESCO – Need at least one more quote – As per concerns the repairs for the Condenser Repairs at the Senior Center – Motion to have repairs done but not to exceed \$3890.00 made by Supervisor Gundrum, seconded by Councilman Beaudry – Motion Carried 4 – 0

Roll Call:

Councilman Beaudry – Yes

Councilwoman Deschaine – Yes

Councilman Hoyt – Yes

Councilman Lewendusky – Absent

Supervisor Gundrum - Yes

OLD BUSINESS: None

PUBLIC COMMENTS:

- Algae Bloom at Long Pond – Pets & People should stay out of water
- Thanks to Roxborough Holdings for use of building for Recreation Committee events
- Planning Board Minutes not being posted
- Agenda for Planning Board Meetings being posted
- Recreation Committee posting activities
- Why has there still been no discussion on Audit

MOTIONS AND RESOLUTIONS:

Resolution #44 of 2022 – Budget Transfer – Motion to Table made by Supervisor Gundrum, seconded by Councilman Hoyt – Motion Carried 4 – 0

Resolution #45 of 2022 – Credit Card Machine – Attached

Resolution #46 of 2022 – Special Counsel Services - Attached

MOTIONS TO PAY BILLS AS AUDITED: Vouchers #381 - 423 Total \$312,453.96 Motion made by Supervisor Gundrum, seconded by Councilman Hoyt – Motion Carried 4 – 0

Roll Call:

Councilman Beaudry: Yes

Councilwoman Deschaine: Yes

Councilman Lewendusky: Absent

Councilman Hoyt: Yes

Supervisor Gundrum: Yes

The next Workshop will be held 9/26/2022 @ 6:30PM

Next Regular Town Board Meeting – Wednesday, October 12, 2022 @ 7:00PM

LEGISLATIVE PRIVILEGE – None

Motion to Adjourn in Loving Memory of Col. Peter K. Goebel & Queen Elizabeth II made at 7:47PM by Supervisor Gundrum, seconded by Councilman Hoyt – Motion Carried 4 - 0

RESPECTFULLY SUMMITTED

Victoria E Burdick
VICTORIA BURDICK

GRAFTON TOWN CLERK

Approved:

Town Of Grafton

Balance Sheet as of 8/31/2022

Fund: GENERAL FUND A

Assets

CASH ACCOUNT

000200.01.000.00	200 - Cash GENERAL FUND A	\$10,000.00
000201.01.000.00	201 - Money Market / Cash in Time Deposits GENERAL FUND	\$1,011,033.33
000210.01.000.00	210 - Petty Cash GENERAL FUND A	\$850.00
000231.01.000.22	231 - Cash in Time Deposits, Special Reserves GENERAL FUND	\$7,500.00

Subtotal CASH ACCOUNT: \$1,029,383.33

Total Assets: \$1,029,383.33

Liabilities

TRUST & AGENCY ACCOUNT

000730.01.000.00	730 - Guaranty & Bid Deposits GENERAL FUND A	\$31,247.00
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Subtotal TRUST & AGENCY ACCOUNT: \$31,247.00

OTHER LIABILITY ACCOUNTS

000688.01.000.00	Other Liabilities GENERAL FUND A	\$221,127.54
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Subtotal OTHER LIABILITY ACCOUNTS: \$221,127.54

Total Liabilities: \$252,374.54

Equity

FUND BALANCE

000909.01.000.00	909 - Fund Balance GENERAL FUND A	\$767,965.77
000914.01.000.00	914 - Assigned Appropriated Fund Balance GENERAL FUND A	\$7,500.00

Subtotal FUND BALANCE: \$775,465.77

Total Equity: \$775,465.77

Month To Date Activity As	8/31/2022	
Revenues (980) :	\$15,290.33	
Expenditures (522) :	\$55,022.10	
Fund Balance (909/911) :	(\$39,731.77)	

YTD Activity As Of:	8/31/2022	
Revenues (980) :	\$400,857.36	
Expenditures (522) :	\$399,314.34	
Fund Balance (909/911) :	\$1,543.02	

Total Liabilities and Equity: \$1,029,383.33

Town Of Grafton

Balance Sheet as of 8/31/2022

Fund: HIGHWAY FUND DA

Assets

CASH ACCOUNT

000200.03.000.00	200 - Cash HIGHWAY FUND DA	\$2,869.60
000201.03.000.00	201 - Money Market / Cash in Time Deposits HIGHWAY FUND	\$540,522.89
000210.03.000.00	210 - Petty Cash HIGHWAY FUND DA	\$500.00
000231.03.000.20	231 - Cash in Time Deposits, Special Reserves HIGHWAY FUN	\$110,000.00
000231.03.000.21	231 - Cash in Time Deposits, Special Reserves HIGHWAY FUN	\$7,000.00

Subtotal CASH ACCOUNT: \$660,892.49

Total Assets: \$660,892.49

Equity

FUND BALANCE

000909.03.000.00	909 - Fund Balance HIGHWAY FUND DA	\$111,434.29
000914.03.000.00	914 - Assigned Appropriated Fund Balance HIGHWAY FUND D	\$117,000.00

Subtotal FUND BALANCE: \$228,434.29

Total Equity: \$228,434.29

Month To Date Activity As	8/31/2022
Revenues (980) :	\$0.00
Expenditures (522) :	\$46,673.42
Fund Balance (909/911) :	(\$46,673.42)

YTD Activity As Of:	8/31/2022
Revenues (980) :	\$977,231.36
Expenditures (522) :	\$544,773.16
Fund Balance (909/911) :	\$432,458.20

Total Liabilities and Equity: \$660,892.49

Town Of Grafton

Balance Sheet as of 8/31/2022

Fund: TRUST & AGENCY FUND TA

Assets

CASH ACCOUNT

000200.99.000.00	200 - Cash TRUST & AGENCY FUND TA	\$1,730.64
Subtotal CASH ACCOUNT:		\$1,730.64
Total Assets:		\$1,730.64

Liabilities

TRUST & AGENCY ACCOUNT

000018.99.000.00	18 - State Retirement TRUST & AGENCY FUND TA	\$5.57
000020.99.000.00	20 - Group Insurance TRUST & AGENCY FUND TA	\$1,725.07
Subtotal TRUST & AGENCY ACCOUNT:		\$1,730.64
Total Liabilities:		\$1,730.64

Month To Date Activity As	8/31/2022	YTD Activity As Of:	8/31/2022
Revenues (980) :	\$0.00	Revenues (980) :	\$0.00
Expenditures (522) :	\$0.00	Expenditures (522) :	\$0.00
Fund Balance (909/911) :	\$0.00	Fund Balance (909/911) :	\$0.00
		Total Liabilities and Equity:	\$1,730.64

Town Of Grafton
 PO Box G
 GRAFTON, NY 12082
 (518) 279-3565 Fax: (518) 279-3685

Operating Statement for the Period Ending 8/31/2022

Fund: GENERAL FUND A

Expenses

APPROPRIATION ACCOUNT	Current		Year - To - Date			
	Monthly Amount	Amount	Budget	Variance % Var		
10101.1	1010.1 - Town Board PS	\$980.76	\$7,961.46	\$12,000.00	4,038.54	33.7%
10104.1	1010.4 - Town Board CE	\$0.00	\$52.44	\$1,000.00	947.56	94.8%
11101.1	1110.1 - Justices PS	\$1,916.67	\$15,333.36	\$23,000.00	7,666.64	33.3%
11104.1	1110.4 - Justices CE	\$0.00	\$1,093.95	\$2,720.00	1,626.05	59.8%
12201.1	1220.1 - Supervisor PS	\$750.00	\$6,000.00	\$9,000.00	3,000.00	33.3%
12202.1	1220.2 - Supervisor EQ	\$0.00	\$0.00	\$1,200.00	1,200.00	100.0%
12204.1	1220.4 - Supervisor CE	\$60.00	\$263.94	\$1,500.00	1,236.06	82.4%
13201.1	1320.1 - Bookkeeping Services	\$1,266.25	\$10,630.00	\$15,695.00	5,065.00	32.3%
13204.1	1320.4 - Independent Auditing & Accounting	\$0.00	\$3,500.62	\$0.00	(3,500.62)	0.0%
13301.1	1330.1 - Tax Collector PS	\$350.00	\$2,800.00	\$4,200.00	1,400.00	33.3%
13304.1	1330.4 - Tax Collector CE	\$0.00	\$414.62	\$1,200.00	785.38	65.4%
13551.1	1355.1 - Assessor PS	\$2,369.87	\$19,689.73	\$29,900.00	10,210.27	34.1%
13554.1	1355.4 - Assessor CE	\$11.40	\$179.44	\$1,630.00	1,450.56	89.0%
14101.1	1410.1 - Town Clerk PS	\$1,265.38	\$10,630.73	\$16,200.00	5,569.27	34.4%
14102.1	1410.2 - Town Clerk EQ	\$0.00	\$0.00	\$200.00	200.00	100.0%
14104.1	1410.4 - Town Clerk CE	\$647.00	\$1,714.12	\$1,500.00	(214.12)	(14.3)%
14204.1	1420.4 - Attorney CE	\$1,000.00	\$7,000.00	\$12,000.00	5,000.00	41.7%
14301.1	1430.1 - Personnel PS	\$585.75	\$5,572.75	\$8,580.00	3,007.25	35.0%
16201.1	1620.1 - Buildings PS	\$142.50	\$1,072.50	\$3,000.00	1,927.50	64.3%
16204.1	1620.4 - Buildings CE	\$1,053.90	\$25,000.60	\$58,920.14	33,919.54	57.6%
16604.1	1660.4 - Central Storeroom	\$0.00	\$104.00	\$0.00	(104.00)	0.0%
19104.1	1910.4 - Unallocated Insurance	\$0.00	\$36,737.98	\$35,570.00	(1,167.98)	(3.3)%
19204.1	1920.4 - Municipal Association Dues	\$0.00	\$0.00	\$800.00	800.00	100.0%
35101.1	3510.1 - Dog Control PS	\$250.00	\$2,000.00	\$3,000.00	1,000.00	33.3%
35102.1	3510.2 - Dog Control EQ	\$0.00	\$0.00	\$175.00	175.00	100.0%
35104.1	3510.4 - Dog Control CE	\$0.00	\$1,950.00	\$800.00	(1,150.00)	(143.8)%

Operating Statement for the Period Ending

8/31/2022

Year - To - Date

	Current	Monthly Amount	Amount	Budget	Variance	% Var
36201.1	3620.1 - Safety Inspection PS	\$1,373.33	\$10,986.64	\$16,480.00	5,493.36	33.3%
36204.1	3620.4 - Safety Inspection CE	\$406.28	\$869.88	\$800.00	(\$69.88)	(8.7)%
40201.1	4020.1 - Regis. of Vital Stats PS	\$38.46	\$326.91	\$500.00	173.09	34.6%
45404.1	4540.4 - Ambulance CE	\$272.84	\$19,376.13	\$22,778.50	3,402.37	14.9%
50101.1	5010.1 - Supt. of Highway PS	\$4,615.38	\$39,230.73	\$60,000.00	20,769.27	34.6%
50104.1	5010.4 - Supt. of Highway CE	\$31.28	\$657.24	\$0.00	(657.24)	0.0%
51324.1	5132.4 - Garage CE	\$165.89	\$18,352.95	\$0.00	(18,352.95)	0.0%
51824.1	5182.4 - Street Lighting CE	\$464.68	\$3,904.73	\$6,500.00	2,595.27	39.9%
65104.1	6510.4 - Veterans Services CE	\$0.00	\$700.00	\$700.00	0.00	0.0%
67724.1	6772.4 - Programs for Aging CE	\$791.73	\$5,137.37	\$3,485.00	(1,652.37)	(47.4)%
71104.1	7110.4 - Parks CE	\$21,124.77	\$21,606.94	\$22,000.00	393.06	1.8%
73101.1	7310.1 - Youth Programs PS	\$5,595.20	\$9,095.20	\$12,830.00	3,734.80	29.1%
73104.1	7310.4 - Youth Programs CE	\$0.00	\$1,233.31	\$3,500.00	2,266.69	64.8%
74104.1	7410.4 - Library CE	\$0.00	\$22,500.00	\$45,000.00	22,500.00	50.0%
75101.1	7510.1 - Historian PS	\$0.00	\$0.00	\$500.00	500.00	100.0%
75504.1	7550.4 - Celebrations CE	\$0.00	\$400.00	\$4,400.00	4,000.00	90.9%
80201.1	8020.1 - Planning PS	\$200.00	\$3,162.50	\$5,525.00	2,362.50	42.8%
80204.1	8020.4 - Planning CE	\$1,634.42	\$4,657.36	\$300.00	(4,357.36)	(1452.5)%
81601.1	8160.1 - Refuse/Garbage PS	\$510.00	\$4,702.50	\$8,000.00	3,297.50	41.2%
81604.1	8160.4 - Refuse/Garbage CE	\$2,949.28	\$17,368.62	\$26,500.00	9,131.38	34.5%
90108.1	9010.8 - State Retirement	\$0.00	\$30,520.00	\$30,520.00	0.00	0.0%
90308.1	9030.8 - Social Security (Town Share)	\$1,622.33	\$11,337.03	\$17,506.00	6,168.97	35.2%
90408.1	9040.8 - Workers Comp	\$0.00	\$4,204.00	\$4,204.00	0.00	0.0%
90508.1	9050.8 - Unemployment Insurance	\$0.00	\$0.00	\$1,000.00	1,000.00	100.0%
90558.1	9055.8 - Disability Insurance	\$0.00	\$40.00	\$1,500.00	1,460.00	97.3%
90608.1	9060.8 - Medical Insurance (Town Share)	\$576.75	\$9,242.06	\$15,000.00	5,757.94	38.4%
99509.1	9950.9 - Transfers to Cap/Reserve Projects	\$0.00	\$0.00	\$4,000.00	4,000.00	100.0%
	Subtotal for APPROPRIATION ACCOUNT:	\$55,022.10	\$399,314.34	\$557,318.64	158,004.30	28.4%
	Subtotal for Expenses	\$55,022.10	\$399,314.34	\$557,318.64	158,004.30	28.4%

Other Income

REVENUE ACCOUNT

1001.1	1001 - Real Property Tax	\$0.00	\$92,581.00	\$92,581.00	0.00	0.0%
1080.1	1080 - Federal Payments in Lieu of Taxes	\$0.00	\$0.00	\$700.00	700.00	100.0%

Operating Statement for the Period Ending

8/31/2022

Year - To - Date

Current	Monthly Amount	Amount	Budget	Year - To - Date		
				Variance	% Var	
1090.1	1090 - Real Property Tax Interest & Penalty	\$0.00	\$3,060.70	\$3,000.00	(60.70)	(2.0)%
1120.1	1120 - Non-Property Tax Distribution by County	\$0.00	\$176,268.88	\$275,000.00	98,731.12	35.9%
1170.1	1170 - Franchise Fees	\$7,417.24	\$20,839.63	\$20,000.00	(839.63)	(4.2)%
1255.1	1255 - Town Clerk Fees	\$162.94	\$1,315.20	\$1,200.00	(115.20)	(9.6)%
2115.1	2115 - Planning Board Fees	\$300.00	\$2,725.00	\$1,600.00	(1,125.00)	(70.3)%
2130.1	2130 - Refuse and Garbage Charges	\$2,968.00	\$20,682.38	\$36,000.00	15,317.62	42.5%
2401.1	2401 - Interest & Earnings	\$30.49	\$232.85	\$200.00	(32.85)	(16.4)%
2410.1	2410 - Rental of Real Property	\$3,758.26	\$23,860.14	\$34,414.00	10,553.86	30.7%
2544.1	2544 - Licenses	\$102.00	\$462.00	\$400.00	(62.00)	(15.5)%
2545.1	2545 - Licenses (Other)	\$0.00	\$0.00	\$125.00	125.00	100.0%
2555.1	2555 - Licenses & Permits	\$1,237.50	\$8,550.00	\$10,000.00	1,450.00	14.5%
2590.1	2590 - Permits - Septic	\$0.00	\$0.00	\$150.00	150.00	100.0%
2610.1	2610 - Fines, Forfeits of Bail	(\$807.00)	(\$4,715.00)	\$3,500.00	8,215.00	234.7%
3001.1	3001 - State per Capita Aid	\$0.00	\$0.00	\$8,250.00	8,250.00	100.0%
3005.1	3005 - State Aid Mtg Tax	\$0.00	\$51,961.77	\$55,000.00	3,038.23	5.5%
3820.1	3820 - State Aid Youth Program	\$120.90	\$3,032.81	\$2,500.00	(532.81)	(21.3)%
4089.1	4089 - Federal Aid	\$0.00	\$0.00	\$12,698.64	12,698.64	100.0%
Subtotal for REVENUE ACCOUNT:		\$15,290.33	\$400,857.36	\$557,318.64	156,461.28	28.1%
Subtotal for Other Income		\$15,290.33	\$400,857.36	\$557,318.64	156,461.28	28.1%
Net Amounts		(\$39,731.77)	\$1,543.02	\$0.00	(\$1,543.02)	0.0%

Town Of Grafton
 PO Box G
 GRAFTON, NY 12082
 (518) 279-3565 Fax: (518) 279-3685

Operating Statement for the Period Ending 8/31/2022

Fund: HIGHWAY FUND DA

Expenses	Current	Monthly Amount	Amount	Year - To - Date	
				Budget	Variance % Var
APPROPRIATION ACCOUNT					
19891.3	1989.1 - Other General Gov't SupportPS	\$132.00	\$1,085.00	\$1,716.00	631.00 36.8%
51101.3	5110.1 - General Repairs PS	\$14,902.50	\$78,157.50	\$119,700.00	41,542.50 34.7%
51104.3	5110.4 - General Repairs CE	\$16,233.42	\$55,671.81	\$60,500.00	4,828.19 8.0%
51122.3	5112.2 - Permanent Improvement EQ	\$7,946.02	\$123,110.63	\$145,000.00	21,889.37 15.1%
51302.3	5130.2 - Machinery EQ	\$0.00	\$83,266.28	\$99,000.00	15,733.72 15.9%
51304.3	5130.4 - Machinery CE	\$2,531.39	\$31,504.36	\$60,500.00	28,995.64 47.9%
51404.3	5140.4 - Brush & Weeds (Misc.) CE	\$0.00	\$155.14	\$2,100.00	1,944.86 92.6%
51421.3	5142.1 - Snow Removal PS	\$3,045.00	\$73,743.00	\$146,475.00	72,732.00 49.7%
51424.3	5142.4 - Snow Removal CE	\$0.00	\$39,890.59	\$68,750.00	28,859.41 42.0%
90108.3	9010.8 - State Retirement	\$0.00	\$9,813.00	\$10,681.00	868.00 8.1%
90308.3	9030.8 - Social Security (Town Share)	\$1,383.09	\$11,703.46	\$20,494.00	8,790.54 42.9%
90408.3	9040.8 - Workers Comp	\$0.00	\$11,099.31	\$12,800.00	1,700.69 13.3%
90508.3	9050.8 - Unemployment Insurance	\$0.00	\$0.00	\$400.00	400.00 100.0%
90558.3	9055.8 - Disability Insurance	\$0.00	\$0.00	\$1,000.00	1,000.00 100.0%
90608.3	9060.8 - Medical Insurance (Town Share)	\$500.00	\$25,573.08	\$52,250.00	26,676.92 51.1%
	Subtotal for APPROPRIATION ACCOUNT:	\$46,673.42	\$544,773.16	\$801,366.00	256,592.84 32.0%
	Subtotal for Expenses	\$46,673.42	\$544,773.16	\$801,366.00	256,592.84 32.0%

Other Income

REVENUE ACCOUNT

1001.3	1001 - Real Property Tax	\$0.00	\$665,689.00	\$665,689.00	0.00 0.0%
1120.3	1120 - Non-Property Tax Distribution by County	\$0.00	\$25,000.00	\$25,000.00	0.00 0.0%
2300.3	2300 - Transportation Svcs - Fuel Reimb	\$0.00	\$862.19	\$677.00	(185.19) (27.4)%
2701.3	2701 - Refunds from Prior Years	\$0.00	\$109.81	\$0.00	(109.81) 0.0%
3501.3	3501 - State Aid/CHIPS	\$0.00	\$285,570.36	\$110,000.00	(175,570.36) (159.6)%

Operating Statement for the Period Ending

8/31/2022

Year - To - Date

Current	Monthly Amount	Amount	Budget	Variance	% Var
Subtotal for REVENUE ACCOUNT:	\$0.00	\$977,231.36	\$801,366.00	(175,865.36)	(21.9)%
Subtotal for Other Income	\$0.00	\$977,231.36	\$801,366.00	(175,865.36)	(21.9)%
Net Amounts	(\$46,673.42)	\$432,458.20	\$0.00	(\$432,458.20)	0.0%



TOWN OF GRAFTON

Established in 1807

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

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

Email: graftontownclerk@albany.twcbe.com

www.townofgraftonny.org

Resolution #45 of 2022

WHEREAS, the Town of Grafton desires to utilize the services of GILA LLC, dba MSB relative to charge card transactions between the Public and the Town of Grafton Offices and Departments, so as to achieve Town purposes, all as set forth in the attached proposed agreement, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the Agreement,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the Town of Grafton, the Agreement is hereby approved, and the Supervisor is authorized to execute such Agreement on behalf of the Town of Grafton.

Motion made by Supervisor Gundrum, seconded by Councilwoman Deschaine

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky – Absent
Councilman Hoyt - Yes
Supervisor Gundrum - Yes

Adopted: September 12, 2022

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the “Contract”) is entered into as of September 12, 2022 (“Effective Date”) by and between The Town of Grafton NY (“Client”) and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau (“MSB”). The Client and MSB are sometimes individually referred to as the Party, or collectively referred to as the Parties.

RECITALS

WHEREAS, the Client desires for MSB to serve as their vendor to provide an online payment acceptance solution, including credit/debit card and E- Check; and,

WHEREAS, MSB is in the business of providing payment processing services and desires to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties hereby mutually agree as follows:

AGREEMENT

I. SCOPE OF SERVICES: Client hereby appoints MSB to perform the services described in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB’s compensation, shall be mutually agreed upon in writing between the Parties.

II. TERM: The initial term of this Contract shall be for one (1) year and shall commence on the Effective Date. At the end of the initial term the Contract shall automatically renew for additional two additional (1) year terms until terminated by either Party in accordance with Section IV of this Contract.

III. COMPENSATION: In consideration of the Services contemplated by this Contract, MSB will receive a fee, as described in Exhibit B, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB’s compensation and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client. The compensation described in Exhibit B constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract.

IV. TERMINATION:

a. Either Party shall have the right to terminate this Contract, with or without cause and without liability or penalty (except as described below), by giving written

notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In the event that Client does not promptly refund / repay MSB for a chargeback or third-party assessment (after being notified in writing by MSB), or in the event that MSB reasonably believes that Client is experiencing material financial hardship, then MSB may immediately suspend all services.

V. RECORDS AND CONFIDENTIALITY:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or one (1) year thereafter, upon request of the Client, MSB will make full disclosure to the Client and make available for inspection all of its available records associated with work performed under this Contract.
- b. Confidential Business Information: Both Parties and their authorized representative will maintain the confidentiality of, and take all commercially reasonable efforts, to protect proprietary documents, records, trade secrets, and other records or information provided to them by the other Party, or which they otherwise obtain or gain access to. Both Parties will comply with all applicable privacy and data security laws.

VI. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Personnel performing services under this Agreement shall at all times be under MSB's exclusive direction and control and shall be employees of the Contractor. Contractor shall pay all wages and salaries and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, benefits, unemployment compensation, worker's compensation, and similar matters.
- B. Governing Law: The substantive laws of the State of New York (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. Cooperation and Compliance: MSB requires cooperation and support from the Client and from the Client's vendor(s) (including its software providers) to provide the Services and to ensure proper functionality; this includes ensuring appropriate data interfaces are established since the Parties acknowledge that MSB cannot perform the Services without the necessary payment related data. The Parties and their vendors will work together in a cooperative, responsive, and supportive manner to help ensure the success of the program.

It is also acknowledged that the Client and any Client vendors in connection with the Services provided may be required to comply with certain laws, rules, or

standards, including those applicable to or imposed by the payment card industry or card networks (e.g. card network rules, PCI-DSS, NACHA and EFTA, and bank card merchant rules and regulations). The Client agrees to fully cooperate with MSB and take reasonable and appropriate steps to help ensure applicable compliance with above referenced rules and requirements. Additionally, the Client agrees to fully assist and cooperate with MSB as needed to ensure that MSB may comply with its obligations under any contracts with its processor or merchant bank or under any other industry laws, rules or standards.

In the event of any changes to laws, regulations, rules, standards, or other material changes impacting compliance, pricing, or operations (including changes imposed upon MSB by its contracted processor, merchant bank or gateways, as well as those required or imposed by the credit card industry, card networks, etc.) that impact this Agreement, the Services or the cost thereof, the Parties will work together in good faith to address, resolve and/or comply with those changes. If the parties cannot agree on any such resolution and continuation of the Services by MSB becomes impossible or impracticable, then MSB may promptly suspend services or terminate this Agreement.

MSB does not review or validate the accuracy or integrity of any of the account information (including the personal information or the amounts due or related account or payment data) that is interfaced or otherwise made available or provided to MSB from either the Client or its software providers. MSB shall not be liable for any incomplete, incorrect or inaccurate account information (or for delays or interruptions in the transmissions or access to said account information).

- D. Agent of the Payee: Client acknowledges that MSB is acting as its agent, processing payments for and on behalf of the Client in the Client's name. MSB shall hold all funds from processed payments in a trust or custodial account in the Client's name, for the exclusive benefit of the Client and to be promptly transmitted and settled to the Client in accordance with Exhibit A; such funds shall not be commingled with MSB's general assets. Payments are considered received by the Client when they are received by MSB, to the full benefit of the consumer / payor (subject to reasonable timelines for updating account balance information). For the avoidance of doubt, nothing in this paragraph shall be construed to prevent MSB from receiving or accessing its compensation pursuant to Exhibit B.
- E. Chargebacks & Third-Party Assessments: Client acknowledges that they are solely liable and responsible for any chargebacks, or any other payments that are in any way reversed or recalled for any reason, along with any other charges or fees associated therewith. Client will also be solely liable and responsible for all amounts imposed or assessed to MSB in connection with this Agreement by third-parties such as, but not limited to, MSB's processor, member/merchant bank, and card network associations to the extent that such amounts are a direct result of Client's non-compliance with Section VI(C) of this Agreement. In the event MSB pays or otherwise covers the cost of the chargeback, fees, fines, or assessments, then Client agrees to promptly repay MSB in full without delay or dispute (this is

true even if Client disagrees with or otherwise disputes the chargeback, since MSB has no discretion or control over chargebacks). Client agrees that MSB may set off any amounts due under this section to MSB from amounts owed to Client.

- F. Indemnification: Each Party shall defend, indemnify and hold the other Party harmless and its officers, directors, employees, and agents from any and all claims, liability, losses, or damages (including reasonable attorneys' fees) arising from or in connection with the indemnifying Party's violation of any applicable federal, state, or local law, statute, ordinance, rule, or regulation.

MSB performs payment processing services as explained herein and assumes no responsibility or liability for the Client's business activities, conduct, operations, or for the accuracy or validity of the account and payment information and data MSB receives from the Client or its software providers. Accordingly, to the extent any claims, liability, losses, or damages are made or incurred by or against MSB that are not related to MSB's role as a payment processor, and instead relate directly or indirectly to the business activities, conduct, account and payment data accuracy or validity, or operations of the Client or its software providers, then Client shall fully defend, indemnify, and hold MSB harmless.

- G. Limitation of Liability and Disclaimer: Unless otherwise expressly stated in this Agreement, and whether or not the Parties have been advised of the possibility of such loss, neither Party shall be liable to the other Party in Contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for indirect, special, incidental, or consequential loss or damages, loss of revenue, lost profits, business or goodwill.

MSB's liability related to or arising out of this Agreement shall not exceed an amount equal to the lesser of (i) actual monetary damages incurred by Client or (ii) amounts paid to MSB for services under this Agreement during the **12-month** period immediately preceding the date of incident giving rise to the claim or cause of action.

- H. Attorney Fees: The prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.
- I. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving Party at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

To Client: Town of Grafton
2379, Route 2
Grafton NY 12082
Attention: Town Supervisor
P: 518-279-3565
F: 518-279-3685

To MSB: Gila LLC d/b/a Municipal Services Bureau
325 Daniel Zenker Drive, Suite 3
Horseheads, NY 14845
Attention: Elye Sackmary, President
P: 512-371-9995
F: 888-909-4727

- J. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies by either Party shall be binding as if they were original signatures.
- K. No Third-Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- L. Modification or Amendment: Neither this Contract nor any of its Exhibits may be amended or modified except by a written instrument signed by both Parties.
- M. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable state and federal laws, rules, and regulations.
- N. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- O. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract.

TOWN OF GRAFTON NY

By: _____
Ingrid Gundrum, Town Supervisor

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: _____
Elye Sackmary, President

Exhibit A

SCOPE OF SERVICES

1. Definitions

1.1. *Client Account*: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.

1.2. *Payment* or *Payments*: The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

2.1. *Payments*: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.

2.2. *Payment Processing Methods*: MSB will process Payments made for Obligations through the third-party technologies defined herein.

2.3. *Payments Reported*: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.

2.4. *Payments Deposited*: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule reasonably agreed to by the Parties. MSB is not required or expected to deposit Payments into the Client Account until after MSB has received the funds / Payments (i.e. MSB is not required to front any funds or Payments).

3. Payment Processing Technology

3.1. Website

3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.

3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.

3.2. Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the Client's software. If

material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, referred herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.
6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B - Compensation to MSB – Fees to be paid by paying customer to MSB. The fees below are all-inclusive.

No.	Transaction Type	Cost	Comments
1.	Visa Credit Visa Debit	2.50% 2.50%	Per item fee charged on all settled transactions (\$1.00 minimum)
2.	MasterCard Credit MasterCard Debit	2.50% 2.50%	Per item fee charged on all settled transactions (\$1.00 minimum)
3.	American Express	2.50%	Per item fee charged on all settled transactions (\$1.00 minimum)
4.	Discover	2.50%	Per item fee charged on all settled transactions (\$1.00 minimum)
5.	E-check*	\$0.75	Per item fee charged on all settled transactions
6.	Chargebacks (Credit Cards)	\$10.00	Each
7.	NSF Returns (ACH)	\$15.00	Each



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 #46 of 2022

WHEREAS, the Town of Grafton desires to utilize the services of David L. Gruenberg, Esq. and the Luibrand Law firm, PLLC, per the attached retainer letters, so as to achieve Town purposes, all as set forth in the attached proposed agreements, and

WHEREAS, such legal services of Special Counsel are necessary to address pending legal matters arising out of a pending personnel matter,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the Town of Grafton, the Retainer Agreements attached hereto are hereby approved and the Supervisor and Senior Board Member are each authorized to execute the applicable Retainer Agreement on behalf of the Town of Grafton.

Motion made by Supervisor Gundrum, seconded by Councilman Beaudry

Roll Call:

Councilman Beaudry - Yes
Councilwoman Deschaine - Yes
Councilman Lewandusky – Absent
Councilman Hoyt - Yes
Supervisor Gundrum - Yes

Adopted: Sept 12, 2022

LUIBRAND LAW FIRM, PLLC
950 NEW LOUDON ROAD, SUITE 270
LATHAM, NEW YORK 12110

Kevin A. Luibrand, Esq.
Ashlynn R. Savarese, Esq.
Benjamin Mehic, Esq.

Phone: (518) 783-1100
Fax: (518) 783-1901
Service by Fax is not accepted

Paralegals:
Janet L. Murray
Jennifer Setford

Professional Staff:
Mary Grace Luibrand
Cameron Murray

August 29, 2022

_____ Initial

Town of Grafton
Grafton Town Hall
2379 NY-2
Grafton, New York 12082

Re: Matters pertaining to Ethics Board Report

Dear Town of Grafton:

This letter confirms that our office will represent the Town of Grafton in connection with consideration of the findings and recommendations of the Town of Grafton Ethics Board, and a plan and execution of actions based there upon.

In consideration of our representation, you agree to pay us for the time devoted to the matters at the hourly rates in effect at the time the services are rendered. The current rates are \$450.00 per hour for partners, \$275.00 per hour for associates, and \$140.00 per hour for paralegals. We will use the person with the lowest rate depending upon the level of expertise required for the work performed. Time is recorded contemporaneously and billed in tenths of an hour, with .1 equal to 6 minutes. We will bill you for all services monthly, and payment will be expected upon receipt of the bill.

An initial retainer will not be required at this time.

In signing this letter, you further agree to our records retention policy. We maintain all records including, but not limited to, correspondence, financial records and other documents for a period of seven (7) years. Should circumstances require or you desire to maintain your other records longer than seven (7) years, we suggest that you retain your copies. You may request your file from our office at any time.

LUIBRAND LAW FIRM, PLLC
950 NEW LOUDON ROAD, SUITE 270
LATHAM, NEW YORK 12110

Kevin A. Luibrand, Esq.
Ashlynn R. Savarese, Esq.
Benjamin Mehic, Esq.

Phone: (518) 783-1100
Fax: (518) 783-1901
Service by Fax is not accepted

Paralegals:
Janet L. Murray
Jennifer Setford

Professional Staff:
Mary Grace Luibrand
Cameron Murray

August 29, 2022

_____ Initial

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Grafton Town Hall
2379 NY-2
Grafton, New York 12082

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In signing this letter, you further agree that any and all communications with the courts, administrative law agencies and/or adversary(sies) will be made by me and my office *only* and that you will not attempt to contact them for any reason without express permission from me, as your attorney.

If you have any questions concerning this letter, please do not hesitate to contact me. A telefax, photocopy, portable document format (.pdf) or other digital version of this document shall be as effective as an original.

Very truly yours,

Luibrand Law Firm, PLLC



By Kevin A. Luibrand, Esq.

KAL/jes

ACKNOWLEDGED AND AGREED:

By: _____

O/B/O THE TOWN OF GRAFTON


_____ Dated

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Very truly yours,

Luibrand Law Firm, PLLC



By Kevin A. Luibrand, Esq.

KAL/jes

ACKNOWLEDGED AND AGREED:

By: _____

O/B/O THE TOWN OF GRAFTON

_____ Dated

DAVID L. GRUENBERG
ATTORNEY · COUNSELLOR-AT-LAW

54 SECOND STREET
TROY, NEW YORK 12180
PHONE (518) 274-7252
FACSIMILE (518) 274-0348

September 6, 2022

Town of Grafton
Grafton Town Hall
2379 NY 2
Grafton, New York 12082

Re: Board of Ethics Committee Report dated August 15, 2022/Ingrid Gundrum

Dear Town Board:

I have been consulted by Ingrid Gundrum, the Grafton Town Supervisor, who has asked me to represent her in relation to the above report, and any proceedings resulting from that report. I write to set forth the terms and conditions of my proposed representation of Ms. Gundrum.

I charge at the hourly rate of \$250.00. Time is charged in increments of 1/10th of an hour. The Town would be billed for my services on a monthly basis. In addition, the Town would reimburse me for any disbursements I make in connection with any future proceeding. My representation would include appearing before the Town Board at any meeting or proceeding to consider the Committee Report, and in any litigation that might arise out of any Town Board action in this matter.

If this agreement is acceptable to the Town, I would request an appropriate resolution of the Town Board approving this agreement, to be provided at your earliest convenience.

Very truly yours,



David L. Gruenberg

DLG/lp

Accepted by:

Town of Grafton