

**TOWN OF EATON SUPERVISOR'S REPORT - APRIL 2024**  
**GENERAL A FUND REVENUE**  
**(TOWNWIDE)**

ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
	<i>TAXES/FEES REVENUE</i>		
A1001	REAL PROPERTY TAX	174,620.00	174,620.00
A1090	INTEREST & PENALTIES	5,000.00	0.00
A1025	PILOT-WILCOX APARTMENTS	2,632.00	0.00
A1120	NON PROP TAX DISTRIBUTION	0.00	0.00
A1255	TOWN CLERK FEES	1,000.00	130.14
A1289	OTHER GENERAL GOV'T INCOME	0.00	282.75
A1550	DOG REDEMPTION	0.00	30.00
A1603	VITAL STATISTICS FEES	5,000.00	1,502.00
	<i>STATE REVENUE</i>		
A3001	PER CAPITA AID	38,771.00	0.00
A3005	MORTGAGE TAX AID	30,000.00	0.00
	<i>OTHER MISC. REVENUE</i>		
A2401	INTEREST & EARNINGS	100.00	10.49
A2412	RENTAL FEES/GOVERNMENT	6,400.00	0.00
A2544	DOG LICENSES	3,000.00	374.50
A2590	PERMITS, OTHER	0.00	0.00
A2610	FINES & FORFEITURE OF BAIL	20,000.00	6,501.50
A2701	REFUND PRIOR YR EXPENDITURE	0.00	0.00
A2770	UNCLASSIFIED REVENUE	200.00	10.25
A2680	INSURANCE RECOVERIES	0.00	0.00
A2725	VLT/TRIBAL COMPACT MONEYS	55,000.00	0.00
	TRANSFER FROM OTHER FUND	0.00	0.00
	FUND BALANCE	67,980.00	
	<b>TOTAL</b>	<b>409,703.00</b>	<b>183,461.63</b>

**GENERAL A FUND APPROPRIATIONS  
(TOWNWIDE)**

ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
<i>GOVERNMENT SUPPORT</i>			
A1010.1	TOWN BOARD PERSONAL SVC	9,340.00	0.00
A1110.1	JUSTICE PERSONAL SVC	14,497.00	3,887.07
A1110.102	COURT CLERK PERSONAL SVC	8,464.00	2,269.71
A1110.4	JUSTICE CONTRACTUAL	1,500.00	1,320.01
A1220.1	SUPERVISOR PERSONAL SVC	9,120.00	2,455.32
A1220.102	DEPUTY SUPERVISOR PERSONAL SVC	140.00	140.00
A1220.101	SUPERVISOR CLERK PERSONAL SVC	14,390.00	3,858.34
A1220.4	SUPERVISOR CONTRACTUAL EXP	5,500.00	2,685.00
A1330.4	TAX COLLECTOR CONTRACTUAL EXP	1,800.00	1,795.13
A1340.1	BUDGET OFFICER PERSONAL SVC	1,354.00	364.49
A1355.1	ASSESSOR PERSONAL SVC	27,851.00	7,482.44
A1355.4	ASSESSOR CONTRACTUAL EXP	2,000.00	73.26
A1410.1	TOWN CLERK PERSONAL SVC	39,848.00	10,684.75
A1410.101	DEPUTY CLERK PERSONAL SVC	9,143.00	2,456.21
A1410.2	TOWN CLERK EQUIPMENT	0.00	0.00
A1410.4	TOWN CLERK CONTRACTUAL EXP	2,200.00	1,394.24
A1420.4	ATTORNEY CONTRACTUAL EXP	6,000.00	582.75
A1620.1	BUILDINGS PERSONAL SVC	3,973.00	1,067.30
A1620.2	BUILDINGS EQUIPMENT	0.00	0.00
A1620.4	BUILDINGS CONTRACTUAL EXP	17,500.00	4,458.10
A1620.3	BUILDINGS CAPITAL IMPROVEMENT	0.00	0.00
A1910.4	UNALLOCATED INSURANCE CONT EXP	32,000.00	0.00
A1920.4	MUNICIPAL ASSOC DUES CONTRACTUAL	900.00	899.00
A1989.4	OTHER GENERAL GOV'T SUPPORT	9,500.00	1,250.00
A1990.4	CONTINGENCY	10,000.00	0.00
A3310.2	TRAFFIC CONTROL EQUIPMENT	2,000.00	228.92
<i>PUBLIC SAFETY</i>			
A3510.1	DOG CONTROL PERSONAL SVC	4,481.00	1,203.87
A3510.2	DOG CONTROL EQUIPMENT	0.00	0.00
A3510.4	DOG CONTROL CONTRACTUAL EXP	750.00	0.00
<i>TRANSPORTATION</i>			
A5010.1	SUPERINTENDENT PERSONAL SVC	71,037.00	19,047.93
A5010.4	SUPERINTENDENT CONTRACTUAL	1,200.00	511.22
A5132.2	GARAGE EQUIPMENT	5,000.00	0.00
A5132.4	GARAGE CONTRACTUAL EXP	20,000.00	7,155.55
<i>CULTURE/RECREATION</i>			
A6510.4	VETERAN SERVICES CONTRACTUAL	400.00	0.00
A7510.4	HISTORIAN CONTRACTUAL EXP	200.00	45.00
A7110.4	PARKS CONTRACTUAL	1,071.75	1,094.75
A8510.4	COMMUNITY BEAUTIFICATION	0.00	0.00
<i>SANITATION</i>			
A8160.4	REFUSE & GARBAGE	6,000.00	0.00
<i>CEMETERIES</i>			
A8810.4	CEMETERIES CONTRACTUAL EXP	800.00	0.00
<i>EMPLOYEE BENEFITS</i>			
A9010.8	NYS EMPLOYEES RETIREMENT	21,500.00	19,997.00
A9030.8	SOCIAL SECURITY/MEDICARE	16,750.00	4,201.19
A9040.8	WORKERS COMP INS	5,000.00	3,486.87
A9050.8	UNEMPLOYMENT INS	2,500.00	1,015.74
A9055.8	DISABILITY	900.00	579.50
A9060.8	HEALTH INSURANCE	14,305.00	4,075.32
<i>INTERFUND TRANSFERS/PROVISION FOR OTHER USE</i>			
A9901.9	BUILDING CAPITAL IMPROVEMENT	10,000.00	0.00
A9901.9	INTERFUND TRANSFER		
	<b>TOTAL</b>	<b>410,914.75</b>	<b>111,765.98</b>

**GENERAL B BUDGET  
(TOWN OUTSIDE VILLAGE)**

<b>GENERAL B REVENUE</b>			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
B1001	REAL PROPERTY TAX	0.00	0.00
B1081-1	PILOT- Cedar Street	1,317.00	1,317.47
B1170	FRANCHISE FEE (TIME WARNER)	15,000.00	4,811.57
B1081-2	PILOT - AIRTRICITY	65,000.00	0.00
B2110	ZONING FEES	500.00	875.00
B2115	PLANNING BOARD FEES	250.00	50.00
B2401	INTEREST	0.00	4.08
B2555	BLDG PERMITS	12,000.00	3,085.50
B2590	CODE INSPECTIONS	0.00	0.00
	FUND BALANCE	6,500.00	0.00
	<b>TOTAL</b>	<b>100,567.00</b>	<b>10,143.62</b>
<b>GENERAL B APPROPRIATIONS</b>			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
	<i>CONTINGENT ACCOUNT</i>		
B1990.4	CONTINGENT	4,645.00	0.00
B1989.4	OTHER GENERAL GOV'T SUPPORT	2,500.00	450.00
B1420.4	ATTORNEY CONT. EXP.	10,000.00	0.00
B1620.4	BUILDING CONTRACTUAL EXP	2,600.00	0.00
	<i>BUILDING INSPECTOR</i>		
B3620.1	PERSONAL SERVICE	24,761.00	6,652.51
B3620.12	BUILDING SAFETY INSPECTOR	6,500.00	250.00
B3620.101	SECRETARY PERSONAL SERVICE	3,701.00	992.27
B3620.2	EQUIPMENT	0.00	0.00
B3620.4	CONTRACTUAL EXPENSE	2,500.00	222.53
	<i>PLANNING BOARD</i>		
B8020.1	PERSONAL SERVICE	5,185.00	1,390.29
B8020.4	CONTRACTUAL EXPENSE	2,000.00	160.46
B8030.4	CODIFICATION T/LAW	5,000.00	1,195.00
	<i>EMPLOYEE BENEFITS</i>		
B9010.8	STATE RETIREMENT	1,250.00	797.00
B9030.8	SOCIAL SECURITY/MEDICARE	2,725.00	710.39
B9040.8	WORKERS COMP.	1,700.00	894.44
B9050.8	UNEMPLOYMENT INSURANCE	500.00	195.01
	<i>INTERFUND TRANSFERS/PROVISION FOR OTHER USE</i>		
B9901.9	TRANSFER TO OTHER FUND (DB)	25,000.00	0.00
	<b>TOTAL GEN B APPROPRIATIONS</b>	<b>100,567.00</b>	<b>13,909.90</b>

**DA HIGHWAY BUDGET  
(TOWNWIDE)**

DA HIGHWAY REVENUE			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
	<i>TAXES</i>		
DA1001	REAL PROPERTY TAX	464,202.00	464,202.00
	<i>OTHER MISC.</i>		
DA2302	SNOW REMOVAL	25,000.00	0.00
DA2401	INTEREST & EARNINGS	125.00	8.41
DA2650	SALE OF SCRAP & EXCESS MATERIAL	0.00	0.00
DA2665	SALES OF EQUIPMENT	180,000.00	0.00
DA2680	INSURANCE RECOVERIES	0.00	0.00
DA2701	REFUND OF PRIOR YEAR EXPENDITURE	0.00	0.00
	UNEXPENDED FUND BALANCE	33,852.00	0.00
	<b>TOTAL</b>	<b>703,179.00</b>	<b>464,210.41</b>
DA HIGHWAY APPROPRIATIONS			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
DA5010.4	ADMINISTRATION CONTRACTUAL	0.00	0.00
DA1989.4	OTHER GENERAL GOV'T SUPPORT	1,725.00	400.00
	<i>MACHINERY</i>		
DA5130.2	EQUIPMENT	180,000.00	22,600.00
DA5130.4	CONTRACTUAL EXPENSE	50,000.00	9,103.73
DA1420.4	ATTORNEY CONTRACTUAL	2,500.00	0.00
	<i>LEASE-KEY BANK</i>		
DA9785.6	2021 WESTERN STAR - PRINCIPAL	23,450.00	23,449.44
DA9785.7	2021 WESTERN STAR - INTEREST	922.00	921.57
	2023 WESTERN STAR - PRINCIPAL	24,629.00	0.00
	2023 WESTERN STAR - INTEREST	4,119.00	0.00
	2024 WESTERN STAR - PRINCIPAL	30,000.00	0.00
	2024 WESTERN STAR - INTEREST	0.00	0.00
	<i>SNOW REMOVAL</i>		
DA5142.1	PERSONAL SERVICES	148,390.00	74,784.60
DA5142.4	CONTRACTUAL EXPENSE	100,000.00	0.00
DA5142.44	FUEL	32,500.00	7,082.57
	<i>CAPITAL EQUIPMENT FUND</i>		
DA9950.01	EQUIPMENT RESERVE	0.00	0.00
	<i>EMPLOYEE BENEFITS</i>		
DA9010.8	STATE RETIREMENT	16,000.00	15,435.00
DA9030.8	SOCIAL SECURITY/MEDICARE	12,000.00	5,721.03
DA9040.8	WORKERS COMPENSATION	18,000.00	12,813.00
DA9050.8	UNEMPLOYMENT INSURANCE	1,500.00	1,050.00
DA9060.8	MEDICAL INSURANCE	55,000.00	17,845.67
	<i>CONTINGENCY</i>		
DA1990.4	CONTINGENCY	2,444.00	0.00
	<b>TOTAL HIGHWAY DA APPROPRIATIONS</b>	<b>703,179.00</b>	<b>191,206.61</b>

**DB HIGHWAY BUDGET  
(TOWN OUTSIDE VILLAGE)**

<b>DB HIGHWAY REVENUE</b>			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
	<i>TAXES</i>		
DB1001	REAL PROPERTY TAX	54,975.00	54,975.00
DB1120	SALES TAX CREDIT	625,309.00	625,309.59
	<i>OTHER MISC.</i>		
DB2401	INTEREST AND EARNINGS	100.00	15.52
DB2665	SALES OF EQUIPMENT	0.00	0.00
DB3501	CHIPS STATE	303,200.00	0.00
DB2801	INTERFUND REVENUE	25,000.00	0.00
DB2690	OTHER COMPENSATION FOR LOSS	0.00	0.00
BD2701	REFUND OF PRIOR YEAR EXPENDITURE	0.00	0.00
	FUND BALANCE	28,722.00	0.00
	<b>TOTAL</b>	<b>1,037,306.00</b>	<b>680,300.11</b>
<b>DB HIGHWAY APPROPRIATIONS</b>			
ACCOUNT	DESCRIPTION	2024 ADOPTED BUDGET	YTD AS OF 4/9/24
<b>GENERAL REPAIRS</b>			
DB1420.4	ATTORNEY CONTRACTUAL	2,000.00	0.00
DB1989.4	OTHER GENERAL GOV'T SUPPORT	3,500.00	0.00
DB1990	CONTINGENCY	10,000.00	0.00
DB5110.1	PERSONAL SERVICE	178,300.00	0.00
DB5110.4	CONTRACTUAL EXPENSE	275,000.00	2,853.67
DB5110.44	FUEL	35,000.00	0.00
DB5130.2	EQUIPMENT	35,000.00	24,399.00
DB9785.6	2019 WESTERN STAR - PRINCIPAL	27,154.00	27,153.62
DB9785.7	2019 WESTERN STAR - INTEREST	2,476.00	2,475.06
DB9785.6	2020 WESTERN STAR - PRINCIPAL	26,592.00	0.00
DB9785.7	2020 WESTERN STAR - INTEREST	1,054.00	0.00
<b>IMPROVEMENTS</b>			
DB5112.2	CHIPS OUTLAY-Reimbursed	303,200.00	0.00
<b>EMPLOYEE BENEFITS</b>			
DB9010.8	STATE RETIREMENT	24,200.00	21,314.00
DB9030.8	SOCIAL SECURITY/MEDICARE	16,385.00	0.00
DB9040.8	WORKERS COMPENSATION	24,600.00	17,693.00
DB9050.8	UNEMPLOYMENT INSURANCE	245.00	0.00
DB9060.8	MEDICAL INSURANCE	72,600.00	5,803.57
<b>INTERFUND TRANSFERS/PROVISION FOR OTHER USE</b>			
DB9901.9	TRANSFER TO OTHER FUND (H)	0.00	0.00
	<b>TOTAL</b>	<b>1,037,306.00</b>	<b>101,691.92</b>

**RESOLUTION NO. 48-24**  
**OF THE TOWN OF EATON COUNCIL**

BE IT RESOLVED, that the Town of Eaton, Location code 30083, hereby establishes the following as standard work days for these titles and will report the officials to the New York State and Local Employees' Retirement System based on their record of activities:

Name	Social Security Number	NYSILRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier
<i>Elected Officials</i>									
STEPHEN DICKERSON	XXX	RXXXXXX	COUNCILPERSON	1/1/2024 – 12/31/2027	6	0.16		SEMIANNUALLY	1

Dated: April 9, 2024

# Record of Activities

Name: Stephen Dickerson Title: Councilperson

Employer: Town of Eaton, NY

Date	Activity	Start Time	End Time	Hours
12/12/2023	December Board Meeting	6:00pm	6:47pm	0.78

With my signature, I attest to the accuracy of the record provided above.

Stephen Dickerson







# The Maury Company

Clinton, NY 13323 Phone (315)-982-1568

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## Customer Information:

Date: 4/02/24

Name: Town of Eaton

Attn: Joe Wicks

Phone: 315-601-4057

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## Quote:

### Description of Job:

Remove and Reside Town Hall Building

### Material List:

Qty	Description of Material	Sub-Total	Total
	Provided by Erie Materials	5162.00	
	Tyvek & Fastners	600.00	
	Soffit with F and J Channel	2185.00	
	Housewrap	425.00	
	Tape	105.00	
	Total Materials	8,477.00	

Removal Fee \$600

Delivery Fee \$250.00

Labor \$8,873.00

Grand Total \$ 18,200.00 ✓

Timeframe: 5 Days

Payment Schedule: Materials of \$8,477.00, Removal / Delivery Fees of \$850.00 and Half Labor of \$4,436.50 down at beginning of job. Half labor of \$4,436.50 due upon completion.

Customers signature

Date:

# PROPOSAL/CONTRACT

## Smith Home Improvement

3202 Gorton Lake Road  
West Edmeston, NY 13485  
315-922-8393

CUSTOMER:  
TOWN OF EATON

DATE: 03/17/2024

STREET:  
35 CEDAR STREET

PHONE:

CITY, STATE AND ZIP:  
MORRISVILLE, NT 13408

### WORK TO BE PERFORMED

INSTALL NEW VINYL SIDING ON TOWN HALL:

REMOVE EXISTING VINYL SIDING, SOFFIT, FASCIA, AND RAKE

INSTALL NEW TYPAR PAPER SECURED WITH STAPLES AND PLASTIC WASHERS

INSTALL F CHANNEL

INSTALL SOLID WHITE ALUMINUM SOFFIT IN THE FRONT OF BUILDING TO MATCH EXISTING DESIGN

THE BACK OF THE BUILDING WILL HAVE WHIT VINYL VENTED SOFFIT PANELS

FASCIA FOR THE FRONT WILL BE VENTED WHITE VINYL PANELS SIMILAR IN THE EXISTING DESIGN

FASCIA FOR THE BACK OF THE BUILDING WILL BE WHITE ALUMINUM

RAKE TRIM ON THE GABLE ENDS WILL BE WHITE ALUMINUM

NEW CORNERS WILL BE WHITE OR THE COLOR OF THE VINYL  
THIS DECISION IS MADE BY CUSTOMER

NEW VINYL SIDING WILL BE D4 VINYL CLAPBOARD STYLE  
FINAL COLOR TO BE CHOSEN BY CUSTOMER

ALL CONSTRUCTION DEBRIS WILL BE REMOVED BY CONTRACTOR

ALL BUILDING MATERIALS WILL PURCHASED BY CONTRACTOR

INSURANCE CERTIFICTE WILL BE PROVIDED UPON ACCEPTANCE OF CONTRACT

### TERMS AND CONDITIONS

- CONTRACTOR RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS
- ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED
- ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES
- ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CONFIRMATION BY CUSTOMER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSED TOTAL
- ALL CONTRACTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND CONTRACTOR'S CONTROL
- CONTRACTOR TO CARRY FIRE, TORNADO AND OTHER NECESSARY LIABILITY INSURANCE COVERAGE

Smith Home Improvement proposes hereby to furnish material and labor-complete in accordance with above specifications, for the total sum of: \$18,800.00 FOR SIDING BUILDING

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 7 DAYS.

### PROPOSED PAYMENT SCHEDULE

DEPOSIT OF \$9,000.00 WILL BE REQUIRED TO ORDER MATERIALS AND START THE PROJECT

UPON COMPLETION THE REMAINING BALANCE OF \$9,800.00 WILL BE DUE

### ACCEPTANCE OF PROPOSAL-TRANSITION TO CONTRACT

The above prices, specifications and conditions are satisfactory and are hereby accepted. Smith Home Improvement is authorized to do the work as specified. This document will act as a legal contract from this point forward.

Customer Signature:

Date:

Smith Home Improvement  
Authorized Signature: David Smith

Date: 03/22/24

# YOUSEY CONSTRUCTION

4329 ROUTE 20 WEST  
MORRISVILLE, NY 13408  
PHONE: (315) 416-9682

# PROPOSAL

DATE: February 8, 2024

BILL TO: Village of Morrisville

DESCRIPTION OF WORK	AMOUNT
REMOVE EXISTING SIDING AND ALUMINUM TRIM AND REPLACE WITH NEW WHITE VINYL SIDING AND ALUMINUM. REPLACE BEADBOARD FASCIA WITH NEW. INSTALL NEW TYVEK HOUSE WRAP.	
REMOVE EXISTING AND PREP BUILDING FOR NEW TYVEK HOUSE WRAP 96 HRS @ \$80/HR	\$7,680.00
DUMPSTER/RUBBLE REMOVAL	\$600.00
INSTALL NEW TYVEK	\$1,000.00
INSTALL NEW SIDING/BEADBOARD FASCIA	\$18,400.00
MATERIALS	\$7,318.00
<i>**ROTTED WOOD AND REBUILD WILL BE BILLED HOURLY AT \$80 AND COST OF MATERIALS. BEADBOARD SOFFIT AREA MIGHT BE IN NEED OF TOTAL REPLACEMENT UPON DEMO INSPECTION.</i>	
<b>TOTAL DUE:</b>	<b>\$34,998.00</b>

DRAW SCHEDULE: 1/3 OF TOTAL DUE UPON START OF JOB, \$11,666.00  
1/3 OF TOTAL DUE AT 1/2 COMPLETION OF JOB, \$11,666.00  
1/3 OF TOTAL DUE UPON COMPLETION OF JOB, \$11,666.00

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

## Budget Transfers for April 2024

### To allocate American Rescue Plan Act funds

Account	Subsidiary Account	Debit	Credit
A522 Expenditures		\$23.00	
A7110.4 Parks Contractual	\$23.00		
A200 Cash			\$23.00
Account	Subsidiary Account	Debit	Credit
A688 Other Liabilities		\$23.00	
A980 Revenues			\$23.00
A4089 Federal Aid, Other	\$23.00		

February 13, 2024

Mr. Joe Wicks  
Supervisor, Town of Eaton

RE: Town of Eaton Park

Dear Mr. Wicks:

Gavitt Associates is pleased to provide you with this proposal for full site design services from refinement of the preliminary Master Plan through Construction Services for the proposed Town of Eaton Park in Morrisville, New York. This proposal has been developed based upon our meeting held on January 30, 2024 in conjunction with Matt Vredenburg of MDVLA. Gavitt Associates will act as the primary consultant with MDVLA providing collaborative sub-consulting services.

To facilitate your review, this proposal is organized as follows:

- Project understanding
- Scope of services
- Notes, Excluded Services, and Assumptions
- Schedule
- Fee proposal and terms

**PROJECT UNDERSTANDING:**

1. The project, as we understand it, consists of refining the preliminary master plan developed by Gavitt Associates through the development of a final site concept plan, followed by design development and construction documentation.
2. The project will be designed and documented in collaboration with MDVLA.
3. It is anticipated that there will be community involvement and input throughout the process of refining the concept.
4. The tasks being requested are as follows:
  - a. Topographic Survey
  - b. Concept Development
  - c. Design Development
  - d. Construction Documentation
  - e. Permitting
  - f. Construction Services
5. This proposal includes all site design services, sewer, water, and gas service design, architectural design, and geotechnical and structural engineering (if required).

8. Develop, with the Client, the most suitable approach to organizing the construction efforts.
9. Develop strategy for ADA compliance.
10. Coordinate subconsultants as needed for Sewer, Water, Gas, Architectural, Structural, and Mechanical/Electrical plans
11. Develop preliminary construction specifications (part 1 and part 2).
12. Attend 2 meetings/site visits with design team and/or Client during this task.
13. Deliverables: One check set of design development documents in PDF format.

#### 4. CONSTRUCTION DOCUMENTATION

Purpose: To further refine the approved Site Design Development Documents into stamped construction documents (construction drawings and technical specifications) to communicate the design intent in sufficient detail for Construction.

Services included:

1. Using the approved Design Development Documents, Gavitt Associates and MDVLA will develop construction drawings and technical specifications for the project.
2. It is anticipated that there will be the following sheets in the contract drawing set:
  - Title Sheet
  - Existing Conditions Plan
  - Demolition Plan (if needed)
  - Site Plan and Details
  - Layout Plan
  - Grading Plan
  - Utility Plan and Details (by others)
  - Erosion and Sediment Control Plan and Details
  - Stormwater Management Plan and Details
  - Planting Plan and Details
  - Lighting Plan and Details

We reserve the right to consolidate the plan set where necessary for sheet management and efficiency.
3. Construction Documents will be organized as a lump sum bid package.
4. Provide the Client with one (1) set of 90% complete construction drawings for review and comment. Comments will be incorporated into the bid set.
5. Attend a maximum of two (2) meetings/site visits with the Client and design team during the Construction Documentation Phase.
6. Deliverables: One paper set of stamped construction documents and a digital version, in PDF format, of the construction documents at 90% completion and at 100% completion (bid set).

#### 5. PERMITTING

Purpose: To assist the client in achieving necessary permits for construction.

Services included:

1. Submission of required plans and documents, including, but not limited to, pavilion and restroom plans, storm drainage plans, utility plans, etc. to acquire the necessary permissions from municipal and regulatory agencies.
2. Attendance at and preparation for public meetings or hearings necessary for permitting.
3. Meetings, correspondence, and coordination with permitting agencies as needed.



## 6. CONSTRUCTION SERVICES

Purpose: To assist the Client before and during construction with meetings, bidding assistance, site visits, field reports, presentation graphics, completion of construction punch list, and any other tasks that may arise during the design and construction process.

Services included:

1. Assist in the evaluation of bids.
2. Respond to RFI's (requests for information) from bidding contractors.
3. Perform maximum of 8 site visits prior to or during construction to provide guidance, answer questions, attend pre-bid meeting(s), attend pre-construction meeting, and observe construction activities.
4. Review Contractor material submittals and verify that the submitted materials meet or exceed the specification requirements.
5. Provide field reports, following site visits, to Client identifying concerns and detailing progress of construction.
6. Close out punch list.

### NOTES, EXCLUDED SERVICES, AND ASSUMPTIONS

1. Gavitt Associates will act as primary consultant and will bill client for all phases of design.
2. Gavitt Associates will coordinate and design project with MDVLA as a subconsultant.
3. Gavitt Associates will coordinate structural, architectural, mechanical, utility, and electrical design as needed as subconsultants under this contract.
4. It is assumed that Gavitt Associates and MDVLA will design conceptual lighting and the selected lighting manufacturer will provide photometric plans, for inclusion in the bid set.
5. It is assumed that a traffic impact study will not be required. If such a study is required, and a traffic engineer is needed, then we can recommend one that will satisfy the requirements.
6. Large format plots will be billed, as reimbursable expenses, to the Client and plots will not be ordered until first approved by Client.
7. We can provide additional services and can attend additional meetings, beyond those specified above, at an hourly rate of \$125/hour. Additional meetings include meeting preparation, travel, and the meeting. Any and all additional services will require written permission from the Client prior to performance of said services. We would be pleased to provide fee estimates for additional services upon request. Will there be additional money to pay for additional services, if required?
8. No task, listed above, will commence without authorization from the Client.
9. Job Drawings and revisions to Construction Documents, beyond completion of 100% Construction Documents, will be considered additional services and will be invoiced hourly at \$125/hr., upon approval by Client.
10. Areas outside the site boundary and Street Right of Way between Eaton Street and the site are not included. Crosswalks and other off-site improvements will be treated as additional services.

### SCHEDULE

We will initiate the following schedule upon receiving the Notice to Proceed, and executed contract. The schedule below is approximate and shall be adjusted based on Client's wishes and the permitting processes.

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. Topographic Survey         | Complete – can update as needed |
| 2. Concept Development        | March 2024-May 2024             |
| 3. Design Development         | May 2024-July 2024              |
| 4. Construction Documentation | July 2024-August 2024           |
| 5. Permitting                 | July 2024 – August 2024         |
| 6. Construction Services      | September 2024 – May 2025       |

**FEE PROPOSAL AND TERMS:**

The following fee proposal is based off the original cost estimate prepared by Gavitt Associates for the project grant application. At the end of the Concept Development phase, either party has the option to renegotiate the remaining phases based off of the final Concept drawing using similar percentages/structure.

We will perform the services identified above in accordance with this proposal agreement for:

1. Topographic Survey	as needed
2. Concept Development	\$14,250
3. Design Development	\$14,250
4. Construction Documentation	\$28,500
5. Permitting	\$10,000
6. Construction Services	\$16,000

**Terms of Services:**

If during the execution of this work additional labor or expenses are identified as required to meet the objectives, we will inform you of these efforts and their estimated costs before initiating such efforts. We will identify the cost of new or changing assignments when requested. Written approval from the Client is required before any additional services will be performed. Additional services or meetings will be billed as such at the standard hourly rate of \$125/hr. and are not included in the above identified fee proposal and terms.

Billings for services rendered will be on a monthly basis. Payment is due as noted on the invoice. Client agrees that we may, at our option, stop work on the project if payment is not received within forty-five (45) days of the invoice date and that we shall not be liable for any damages arising from any resulting delay to the project. Interest charges on overdue payments will be at the rate of 1.5% of the unpaid balance, compounded monthly. The laws of the State of New York shall govern and apply to interpretation of this contract. Client agrees to pay all related costs, court costs and attorneys' fees incurred by us in order to collect overdue invoices and/or in the defense of claims brought against us.

Statute of Limitations: The Client and consultant agree that all claims against consultant shall be deemed to have accrued and all applicable statutes of limitation shall commence to run no later than the date when services defined by this Agreement are substantially completed, irrespective of the date of final payment by the Client. The progress of scope of services identified herein is sufficiently complete in accordance with this agreement for the Client to occupy and/or utilize the portion of the work to which it relates for its intended use.

Limit Of Liability: In the event of a claim by the Client against the consultant for negligence, negligent performance or breach of this Agreement, and/or contribution or indemnity, the Client agrees that total liability to the Client shall be limited to and shall not exceed the amount paid to Consultant by the Client for services rendered pursuant to this Agreement up to the date that written notice of the claim is received.

## SCOPE OF SERVICES:

### 1. SURVEY

A survey including boundary and topographical data of the proposed project area is has been executed. Existing site features, structures, grades, boundary information, and relevant vegetation, within the project area, were obtained and mapped. This information is necessary in order to possess accurate site data, which is critical for the design. There may be need for updates to the survey as the site boundary has been altered. Additional data can be added as needed and we will obtain a quote and approval separately for that service if needed. The surveyor will invoice his work separately.

### 2. CONCEPT DEVELOPMENT

Purpose: To verify the program, identify the individual components included in the site design, identify the general locations of all site elements, and produce a final concept plan that allows the project to advance to the technical design phases.

Services included:

1. Perform one site visit to become familiar with the site opportunities and constraints. This visit will provide the opportunity to review the preliminary site plan developed by Gavitt Associates and gain a better understanding of how the site can accommodate the proposed project elements.
2. Produce a refined Conceptual Site plan that includes the locations of all proposed buildings and structures, parking, stormwater management and site drainage, roads, sidewalks and trails, plantings, and all other required site design components.
3. Attend meeting with Client and stakeholders to review and discuss the preliminary Concept Plan.
4. Revise and refine the concept plan, producing a final concept plan that reflects the Client's comments and the input received from the community.
5. We anticipate two preliminary meetings directly with the Town Supervisor followed by one public meeting for this phase.

The Concept Development Phase will conclude when the Final Concept Plan is presented to Client. At the conclusion of this task, the Client will have a color rendered plan that will accurately depict the site improvements that are being proposed to be used as a basis for the following phases of design.

### 3. DESIGN DEVELOPMENT

Purpose: To refine the approved Final Concept Plan with additional detail, to determine/select the appropriate systems (i.e. drainage, pavements, site furniture, materials, etc..) to achieve the desired functional and aesthetic results, to determine desired design dimensions/sizes for all proposed elements, and to provide a basis for a preliminary estimate of probable construction cost.

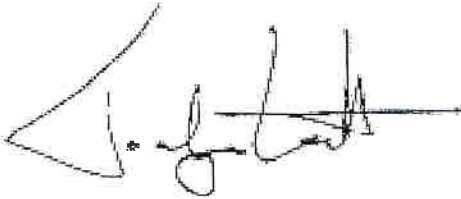
Services Included:

1. Advance design of the approved final concept plan for the project area and begin development of all site design details.
2. Develop and refine preliminary grading.
3. Develop preliminary drainage design.
4. Coordinate design with utility design, by others.
5. Develop design of vehicular and pedestrian circulation systems including sidewalks, trails, parking, service areas, and all other paved areas.
6. Develop landscape design to suit the proposed site design and address screening, buffering, aesthetic, and functional needs.
7. Develop, with Client, the planned construction sequencing and phasing strategy.

Should you find this proposal acceptable, your countersignature below and return of one original copy of this proposal agreement will constitute acceptance of the proposal and financial terms, and allow us to proceed on your behalf.

Please contact us if you have comments or questions about the information in this proposal. Thank you very much for giving us this opportunity to provide you with this proposal.

Sincerely,



Jocelyn Gavitt, RLA  
Principal | Gavitt Associates  
Primary Consulting Agent



Matthew D Vredenburgh, RLA  
Owner  
Matthew D Vredenburgh Landscape Architecture  
Sub-contracting Agent

Mr. Joe Wicks, Town of Eaton Supervisor

Approved and Authorized to Proceed

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Signature \_\_\_\_\_ Date \_\_\_\_\_

# TOWN CLERK'S MONTHLY REPORT

TOWN OF EATON, NEW YORK

MARCH, 2024

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

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**A1255**

<u>6</u>	DECALS	<u>8.56</u>
<u>5</u>	LANDFILL TICKETS	<u>3.75</u>

**TOTAL TOWN CLERK FEES** **12.31**

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**A1603**

<u>40</u>	DEATH CERTIFIED COPIES	<u>400.00</u>
<u>1</u>	VITAL COPIES/GENEALOGY	<u>22.00</u>

**TOTAL A1603** **422.00**

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**A2544**

<u>13</u>	DOG LICENSES	<u>123.50</u>
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**TOTAL A2544** **123.50**

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**A2770**

<u>41</u>	COPIES	<u>10.25</u>
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**TOTAL A2770** **10.25**

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**B2110**

<u>2</u>	VARIANCE	<u>350.00</u>
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**TOTAL B2110** **350.00**

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**B2555**

<u>2</u>	BUILDING PERMIT	<u>495.15</u>
<u>1</u>	BUILDING PERMIT RENEWAL	<u>50.00</u>
<u>1</u>	DEMOLITION PERMIT	<u>110.00</u>
<u>1</u>	SOLAR PANEL	<u>125.00</u>

**TOTAL B2555** **780.15**

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# TOWN CLERK'S MONTHLY REPORT

MARCH, 2024

page 2

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## DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	<u>568.06</u>
PAID TO SUPERVISOR FOR PART TOWN FUND	<u>1,130.15</u>
PAID TO NYS DEC FOR DECALS	<u>146.44</u>
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	<u>25.00</u>
PAID TO DEPT OF SOLID WASTE & SANITATION FOR LANDFILL	<u>96.25</u>
<b>TOTAL DISBURSEMENTS</b>	<b><u>1,965.90</u></b>

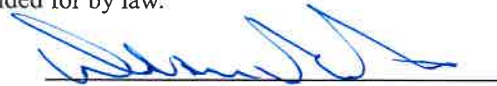
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APRIL 8, 2024

\_\_\_\_\_, SUPERVISOR  
JOSEPH WICKS

### STATE OF NEW YORK, COUNTY OF MADISON, TOWN OF EATON

I, DEAN CURTIS, being duly sworn, says that I am the Clerk of the TOWN OF EATON that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.



Town Clerk

**TOWN OF EATON****B2110 - B2590 Transaction Report**

For the period 03/01/2024 through 03/31/2024

Type	Date	Comment	Name	Quantity	Fee
<b>B2110</b>					
1.VARI	03/07/2024	DANA & DANIEL FALLON (HMOWNER)	TOWN & COUNTRY STOVE & FP STR	1	175.00
2.VARI	03/07/2024	STAIRS ON DECK	RUNYON, CINDY & RICK	1	175.00
				<b>2</b>	<b>350.00</b>
<b>B2555</b>					
3.BP	03/21/2024	#07-24 3018 CAMP RD #3 REMODEL	ABRIOLA, FRANK	1	376.75
4.BP	03/29/2024	#22-23 8'5 X 7 DECK ADDITION	JOSEPH WICKS	1	118.40
				<b>2</b>	<b>495.15</b>
5.BPR	03/18/2024	#70-22 WHOLE HOUSE RENOVATION	NATE FULLER CONSTRUCTION	1	50.00
6.DEMO	03/05/2024	#04-24 CABINS	CHRISTIAN FAMILY MINISTRIES	1	110.00
				<b>1</b>	<b>110.00</b>
7.SOLR	03/11/2024	# 05 -24 2750 ST RT 26	MASKER, KEN	1	125.00
				<b>1</b>	<b>125.00</b>
			<b>Total for B Fund:</b>	<b>7</b>	<b>1,130.15</b>
			<b>Total Sales</b>	<b>7</b>	<b>1,130.15</b>

Town of Eaton – Order of Remedy 2024

#	Date	Name	Address	Tax Map #	Description	Violation	Date of Mailing	Follow up Date
04-24	3/20/2024	Leworthy, Stephen	5761 Route 20	112.-1-36	Property Maintenance	Rubbish & Garbage	3/27/2024	4/22/2024
05-24	3/20/2024	Sawyer, Brandon	3486 Eaton Rd	123.-2-41	Property Maintenance	Rubbish & Garbage	3/27/2024	4/22/2024
06-24	3/20/2024	Town of Eaton	35 Cedar Street	111.15-1-30	Building Safety Inspection	Boiler Room, Combustibles, Fire Extinguisher in court room, 911 address	3/20/2024	4/22/2024
07-24	3/27/2024	Milmoe, Patrick & Adair	2714 Route 26	150.16-1-10	Land Use	Special Permit AirBnB	3/27/2024	4/22/2024
08-24	3/27/2024	Kelly, Kyle	5164 Westcott Rd	151.18-1-56	Land Use	Special Permit AirBnB	3/27/2024	4/22/2024
09-24	3/27/2024	Michell, David & Heidi	3002 Camp Rd #3	151.17-1-20	Land Use	Special Permit AirBnB	3/27/2024	4/22/2024
10-24	3/27/2024	Herboldt, Bob & Karen	5107 Route 20	111.14-2-2	Land Use	Special Permit Commercial Business	3/27/2024	4/22/2024
11-24	3/27/2024	Beers, Mary	5148 Route 20	111.18-2-1	Land Use	Special Permit Commercial Business	3/27/2024	4/22/2024
12-24	3/27/2024	Blair, Joseph & Mary	5417 Paddleford Rd	151.-1-16.124	Land Use	Special Permit AirBnB	3/27/2024	4/22/2024
13-24	3/27/2024	Perotti, Stephanie	2391 Nichols Camp Rd	150.16-1-25	Land Use	Special Permit AirBnB	3/27/2024	4/22/2024
14-24	3/28/2024	Goodwin, Tammy	3340 Route 26	135.18-1-65	Property Maintenance	Unsafe Structure, Rubbish & Ga	3/28/2024	4/30/2024