

Mexico Town Board Agenda
Wednesday, October 11, 2023
Town Hall, 64 S Jefferson St. Mexico, 7:00pm

1. Approval of Minutes
2. Communications
 - Best of Mexico- Chamber of Commerce Event
 - Young Explosives Booking Incentive
3. Public Comment
4. Reports
 - Town Clerk, Water Clerk
 - Dog Control
 - Zoning Officer/ Building Inspector
 - Highway Superintendent
 - Community Park Manager
 - Mexico Point Park
 - Planning Board
 - Zoning Board of Appeals
 - Water Commissioner
 - Supervisor and Third Quarter Report
 - Water District Update
 - McAuslan Hall Update
 - Co Rt 64 Cemetery Update
5. Consider September Payroll
6. Consider Munger Hill Road Bridge Bids
7. Schedule Public Hearings for Budget, Fire & Ambulance
8. Dan's Chicken Shack Liquor License Renewal FYI
9. Consider LED Conversion
10. Operation Reindeer Proclamation
11. Consider Window Bid Specifications for McAuslan Hall
12. Other Business
13. Audit & Approve Abstracts
14. Adjourn

The Greater Mexico Chamber of Commerce



Greetings!

We'd like to introduce the first of many, Best of Mexico awards! This program is designed to identify and celebrate the outstanding citizens in the Greater New Mexico area.

You can help!

Nominate an outstanding business, community leader, educator, school supporter, community volunteer, service provider or employee, that you believe should be recognized! You may submit one business or person per category. As this is an annual event, you can submit a nominee, every year.

Another way to help is to support the winners and this program through advertising in our program and/or attending the dinner.

Nominations are due by November 15th

Ads are due by December 1st

Awards dinner, January 11th 2024, held at The Eis House Restaurant

All forms available online at www.mexiconychamber.com/resources#best-of-mexico as well as enclosed here.

Sincerely,

Victoria Gailinas

BOM committee

315-532-5056

Greater Mexico Chamber of Commerce

Questions? Call the number above or the chamber number at: 315-963-1042



2024 FIREWORKS

10% EARLY SIGNING BONUS

2024 Fireworks Contracts

Signed by November 17th, 2023 at 2:00

10% Additional Fireworks

TO QUALIFY...

- Contract must be signed and returned to the office before 11/17/2023 @ 2:00 PM.
- Date must not be Saturday, July 6th, July 4th, or New Year's Eve.
- Please fill out the form and email it back or mail the form to the address below.

RAFFLE PRIZES

- Your signed contract is your entry ticket.
- If you have multiple contracts, only one contract will be used for entry.
- Multiple drawings for prizes.
- Prizes include: \$500 in additional fireworks for one show, a \$200 Gift Card, and YEC Apparel.
- The winner will be notified via mail to the address on the back of the contract.

INFORMATION

We are excited to enter our 75th year of business with all of you. Your support over the years is appreciated and we look forward to continuing these professional relationships through the future.

Secure dates early as they are quick to fill up.

Make sure you read through your contract to avoid anything missing.

Please contact the office for more information regarding the contracts, dates, and instructions.

Contact Us

James Young

Address: PO Box 18653 Rochester NY 14618

Phone: 585-394-1783 Fax: 585-396-2663 Email: fireworks@youngexplosives.com

TOWN CLERK'S MONTHLY REPORT

TOWN OF MEXICO, NEW YORK

SEPTEMBER, 2023

TO THE SUPERVISOR:

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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:

A1255	<u>10</u>	DECALS	<u>68.80</u>	
TOTAL TOWN CLERK FEES				68.80
A2544	<u>37</u>	DOG LICENSES	<u>252.00</u>	
TOTAL A2544				252.00
A2555	<u>7</u>	BUILDING PERMITS	<u>823.00</u>	
TOTAL A2555				823.00
F1234	<u>81</u>	WATER PAYMENTS	<u>5,278.53</u>	
TOTAL F1234				5,278.53

TOWN CLERK'S MONTHLY REPORT

SEPTEMBER, 2023

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DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	<u>1,143.80</u>
PAID TO TOWN FOR WATER PAYMENTS	<u>5,278.53</u>
PAID TO NYS DEC FOR DECALS	<u>1,178.20</u>
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	<u>49.00</u>
TOTAL DISBURSEMENTS	7,649.53

Report by District

10/02/23

Payment History Write Off 's

Sub - Totals :

Grand- Totals :

Town of Mexico Dog Control Officers Report

October 9, 2023

Report for the month of September 2023

8 notices of unlicensed dogs were issued

No dogs were picked up

Respectfully,

Jack Spriggs, DCO

Highway Superintendent Report Sept 2023

General maintenance on equipment

Install road culverts

Install driveway culverts

Mowing roadsides throughout the town

Ditch work throughout the town

Mow cemeteries, caseys cottage, town office

Town board approval for 2024

Order new pickup with utility box and plow to replace 2014 ford f350

Order Auto flagger


Raise part time pay to \$19.00

Highway Superintendent

SUPERVISOR

To the Mexico Town Board, pursuant to section 119 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me, as Supervisor, during the month of September 2023

	Prev Balance		\$ 2,184,731.22
23-Sep	Water Deposit	\$34,032.58	
	Clerk Fees/Vital Records	\$380.72	
	Dog Licenses	\$284.00	
	Fines and Bail	\$4,808.00	
	Building Permits	\$3,260.00	
	September Interest	\$1,289.30	
	TNH Fuel Reimbursement	\$96.29	
	NYMIR - July Flood Damage Reimbursement	\$18,811.38	
	State of NY AIM Per Capita	\$36,536.00	
	Sub Total	\$99,498.27	
	September Capital Interest	\$364.95	
	Sub Total	\$364.95	
			\$ 2,284,594.44
	Prev Balance		\$1,694,392.20
23-Sep	September Interest	\$555.38	
	County Sales Tax 3rd Qtr. 2023	\$60,373.00	
	Sub Total	\$60,928.38	\$1,755,320.58
GENERAL EXPENSES			
	EEHC	(\$167.42)	
	Vouchers	\$199,372.20	
	Payrolls	\$33,335.27	
	NH H.I. Reimbursement	(\$851.76)	
	Sub Total	\$231,688.29	
HIGHWAY EXPENSES			
	EE CURRENT HC CONTRIBUTION	(\$509.26)	
	Paid Vouchers	\$261,401.84	
	Payrolls	\$31,841.74	
	Retiree Supplemental H.I. Reimbursement	(\$102.62)	
	Sub Total	\$292,631.70	
	GENERAL Balance		\$2,052,906.15
	HWY Balance		\$1,462,688.88
	Total		\$3,515,595.03


Eric Behling, Supervisor

10-4-23
Date

CASH REPORT

FUND	23-Sep	22-Sep	21-Sep	20-Sep	19-Sep
A	\$906,931.81	\$887,902.11	\$793,745.78	\$748,051.72	\$799,111.39
Capt Res	\$626,407.40	\$623,727.55	\$533,191.17	\$451,323.63	\$360,856.34
B	(\$306,375.08)	(\$25,918.41)	\$113,917.48	\$128,238.47	\$142,165.93
DA	\$933,437.53	\$874,196.80	\$676,340.23	\$488,453.02	\$511,744.92
DB	\$581,897.56	\$468,361.83	\$424,761.63	\$743,658.27	\$575,454.52
SF	\$5,531.29	\$5,758.29	\$14,985.29	\$22,131.29	\$18,652.29
SM	\$4,027.84	\$3,523.03	\$2,934.18	\$2,168.25	\$1,518.82
SS	\$3,814.15	\$2,878.15	\$2,878.15	\$2,614.15	\$3,566.30
ST	\$2,352.18	\$2,853.83	\$3,224.52	\$3,297.28	\$3,339.23
F0	\$392,534.84	\$380,645.54	\$373,664.99	\$348,760.29	\$360,807.67
F2	\$260,323.40	\$243,854.82	\$235,881.46	\$213,067.01	\$195,113.13
F3	\$32,223.71	\$31,938.61	\$34,451.17	\$39,241.37	\$42,802.33
F5	\$83,764.31	\$83,403.18	\$10,272.63	\$2,273.10	\$1,083,844.60
TO	\$27,798.08	\$26,334.79	\$20,956.14	\$14,701.62	\$6,893.56
	\$3,554,669.02	\$3,609,460.12	\$3,241,204.82	\$3,207,979.47	\$4,105,871.03

SALES TAX HISTORY

	2023	2022	2021	2020
Q1	\$93,933.00	\$93,110.00	\$94,797.00	\$72,372.00
Q2	\$56,196.00	\$61,338.00	\$37,668.00	\$33,914.00
Q3	\$60,373.00	\$55,684.00	\$62,948.00	\$58,239.00
Q4		\$53,126.00	\$45,197.00	\$30,675.85
TOTAL	\$210,502.00	\$263,258.00	\$240,610.00	\$195,200.85

TOWN OF MEXICO

3rd QUARTER REPORT

2023

Eric Behling, Supervisor

Date: 10/03/2023

Time: 3:03:47PM

Statement of Revenues & Expenditures

User: MEXAC

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TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
A0.0205.001 MM - INTEREST		299.06	500.00	2,224.74	500.00	436.54
A0.1001.000 REAL PROPERTY TAXES			796,835.00	798,408.15	760,649.00	761,076.97
A0.1090.000 INTEREST & PENALTIES				8,658.79		12,767.19
A0.1255.000 CLERK FEES		67.97	400.00	116.21	400.00	94.05
A0.2001.000 PARK & REC CHARGES			500.00		500.00	
A0.2401.000 INTEREST & EARNINGS		562.09	800.00	3,840.81	800.00	558.95
A0.2544.000 DOG LICENSES		284.00	4,800.00	2,395.00	4,500.00	2,495.00
A0.2610.000 FINES & BAIL		4,808.00	80,000.00	32,407.00	80,000.00	31,148.00
A0.2611.000 DOGS - FINES & PENAL			500.00	40.00	500.00	95.00
A0.2770.000 UNCLASSIFIED REVENUE		18,816.63		20,300.37		1,269.76
A0.3001.000 PER CAPITA		36,536.00		36,536.00		36,536.00
A0.3005.000 MORTGAGE TAX			48,000.00	30,337.21	48,000.00	40,437.10
A0.3089.000 REGISTRAR OF VITAL S		307.50	1,400.00	1,332.75	900.00	1,725.75
A0.3820.000 YOUTH PROGRAMS			900.00		900.00	
A0.4089.000 ASSESSMENT REVIEW REIMBURSEME						181,537.91
A0.7110.000 Mexico Point Park Unclassified Revenue				1,675.00		1,675.00
Totals for Fund: A0 (Fund - A0)		61,681.25	934,635.00	938,272.03	897,649.00	1,071,853.22

Date: 10/03/2023

Time: 3:03:47PM

Statement of Revenues & Expenditures

TOWN OF MEXICO

For Period Ending 09/30/2023

User: MEXAC

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ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
Total Revenues		160,426.65	3,537,191.00	3,353,684.54	3,520,504.00	3,418,704.07
A0.1010.100						
TOWN BOARD PERSONAL SERVICES		1,100.00	13,200.00	9,625.00	12,960.00	9,720.00
A0.1010.400						
TOWN BOARD CONTRACTUAL EXPEN		50.66	5,000.00	136.49	5,000.00	297.35
A0.1110.100						
JUSTICES PERSONAL SERVICES		4,970.00	53,820.00	44,730.00	52,830.00	39,622.50
A0.1110.200						
JUSTICES EQUIPMENT			1,200.00		1,200.00	1,272.40
A0.1110.400						
JUSTICES CONTRACTUAL EXPENSES		260.18	11,000.00	9,241.69	11,000.00	11,262.84
A0.1220.100						
SUPERVISOR PERSONAL SERVICES		3,095.00	35,110.00	28,494.88	37,500.00	26,290.20
A0.1220.200						
SUPERVISOR EQUIPMENT		52.00	2,000.00	52.00	2,000.00	
A0.1220.400						
SUPERVISOR CONTRACTUAL EXPENS		1,075.87	8,500.00	9,471.52	8,500.00	9,936.03
A0.1320.400						
INDEPENDENT AUDIT CONTRACTUAL E			20,700.00	20,400.00	20,100.00	20,100.00
A0.1330.100						
TAX COLLECTOR PERSONAL SERVICE		1,050.00	12,600.00	9,450.00	12,360.00	9,270.00
A0.1330.400						
TAX COLLECTOR CONTRACTUAL EXPE			3,000.00	4,354.99	3,000.00	2,247.19
A0.1340.100						
BUDGET OFFICER PERSONAL SERVI		135.00	1,620.00	1,215.00	1,620.00	1,215.00
A0.1355.100						
ASSESSORS PERSONAL SERVICES		2,725.00	38,200.00	25,815.00	36,130.00	21,045.00
A0.1355.200						
ASSESSORS EQUIPMENT			2,000.00	1,382.26	2,000.00	
A0.1355.400						
ASSESSORS CONTRACTUAL EXPENS		177.30	6,000.00	2,976.21	6,000.00	2,783.95
A0.1410.100						
TOWN CLERK PERSONAL SERVICES		3,396.00	49,460.00	37,904.00	48,360.00	40,598.67
A0.1410.200						
TOWN CLERK EQUIPMENT			3,000.00	287.11	3,000.00	151.19
A0.1410.400						
TOWN CLERK CONTRACTUAL EXPENS		55.50	2,800.00	3,890.39	2,800.00	2,962.37
A0.1420.400						
ATTORNEY CONTRACTUAL EXPENSES		388.50	9,600.00	5,189.75	6,000.00	4,662.00
A0.1620.100						
BUILDINGS PERSONAL SERVICES		447.25	6,690.00	4,025.25	6,441.00	3,962.64

Date: 10/03/2023

Time: 3:03:47PM

Statement of Revenues & Expenditures

User: MEXAC

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TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT	BUDGET	CURRENT PERIOD	CURRENT YEAR	PRIOR YEAR	YEAR-TO-DATE
DESCRIPTION		ACTUAL	BUDGET	BUDGET	ACTUAL
A0.1620.400					
BUILDINGS CONTRACTUAL EXPENSES		57,574.67	12,000.00	12,000.00	21,503.99
A0.1910.100					
UNALLOCATED INSURANCE			60,000.00	60,000.00	55,782.34
A0.1920.200					
MUNICIPAL ASSN. DUES			2,500.00	2,500.00	2,075.00
A0.1989.400					
OTHER GENERAL GOVT SUPPORT		1,253.00	50,000.00	50,000.00	15,550.00
A0.3510.100					
DOG CONTROL PERSONAL SERVICES		860.00	10,320.00	10,140.00	7,605.00
A0.3510.200					
DOG CONTROL EQUIPMENT			400.00	400.00	
A0.3510.400					
DOG CONTROL CONTRACTUAL EXPEN		38.85	3,000.00	3,000.00	538.43
A0.3989.400					
PUBLIC SAFETY CONTRACTUAL EXPEN			500.00	500.00	
A0.4020.400					
REGISTRAR VITAL STATISTICS CONT			500.00	500.00	
A0.4540.400					
AMBULANCE CONTRACTUAL EXPENSE			137,814.00	112,757.00	112,757.00
A0.4540.401					
MERCY FLIGHT CONTRACTUAL EXPE			1,000.00	1,000.00	
A0.5010.100					
SUPT. OF HIGHWAYS PERSONAL SER		4,860.00	63,180.00	62,048.00	45,342.74
A0.5010.200					
SUPT. OF HIGHWAYS EQUIPMENT			800.00	800.00	3,161.46
A0.5010.400					
SUPT. OF HIGHWAYS CONTRACTUAL E		117.24	1,000.00	1,000.00	666.04
A0.5132.400					
HIGHWAY GARAGE CONTRACTUAL EX		1,008.02	32,000.00	32,000.00	14,838.88
A0.6410.400					
PUBLICITY CONTRACTUAL EXPENSE			1,000.00	1,000.00	
A0.6510.400					
VETERANS SERVICES CONTRACTUAL I			1,000.00	1,000.00	1,000.00
A0.7110.100					
MEXICO POINT PARK PERSONAL SERV		3,447.88	28,152.00	27,600.00	23,974.49
A0.7110.200					
MEXICO POINT PARK EQUIPMENT			2,000.00	2,000.00	
A0.7110.400					
MEXICO POINT PARK CONTRACTUAL E		684.91	30,000.00	30,000.00	12,676.21
A0.7140.100					

Date: 10/03/2023

Time: 3:03:47PM

Statement of Revenues & Expenditures

User: MEXAC

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TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	BUDGET	CURRENT PERIOD		CURRENT YEAR-TO-DATE		PRIOR YEAR		YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	
COMMUNITY PARK PERSONAL SERV		1,915.75	13,975.00	15,644.90	10,136.00		14,236.80	
A0.7140.200								
COMMUNITY PARK EQUIPMENT			20,000.00		20,000.00		57,353.16	
A0.7140.400								
COMMUNITY PARK CONTRACTUAL EX		1,546.53	15,000.00	31,260.18	15,000.00		122,799.83	
A0.7320.400								
JOINT YOUTH PROJECT CONTRACTUA			4,000.00		4,000.00			
A0.7410.400								
PUBLIC LIBRARY CONTRACTUAL EXPE			20,500.00	20,500.00	20,500.00		20,500.00	
A0.7450.400								
MUSEUM CONTRACTUAL EXPENSES		242.46	6,000.00	3,670.22	6,000.00		13,957.71	
A0.7510.100								
HISTORIAN PERSONAL SERVICES		255.00	3,060.00	2,295.00	3,020.00		2,264.94	
A0.7510.200								
HISTORIAN EQUIPMENT			3,500.00		3,500.00			
A0.7510.400								
HISTORIAN CONTRACTUAL EXPENSE			1,000.00		1,000.00			
A0.7620.400								
ADULT RECREATION CONTRACTUAL E		65.68	2,300.00	1,060.68	2,300.00		524.08	
A0.8510.400								
BEAUTIFICATION CONTRACTUAL EXP			400.00		400.00			
A0.8810.400								
CEMETERY CONTRACTUAL EXPENSE			2,000.00	750.00	2,000.00		750.00	
A0.9010.800								
NYS RETIREMENT			28,324.00	28,324.00	28,872.00		29,074.50	
A0.9030.800								
SOCIAL SECURITY		2,154.90	24,110.00	20,113.79	24,075.00		18,845.65	
A0.9045.800								
LIFE INSURANCE		37.35	1,000.00	336.15	1,000.00		380.81	
A0.9050.800								
UNEMPLOYMENT INSURANCE			1,000.00		1,000.00			
A0.9055.800								
DISABILITY INS.			800.00	412.71	800.00		500.91	
A0.9060.800								
HEALTH INSURANCE		1,835.59	65,000.00	16,804.44	65,000.00		20,445.82	
Totals for Fund:		96,876.09	934,635.00	861,387.59	897,649.00		826,505.12	
A0 (Fund - A0)								

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR-TO-DATE		PRIOR YEAR		YEAR-TO-DATE ACTUAL
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET		
B0.1001.000 TAXES			19,269.00	19,269.00	16,827.00		16,827.00
B0.1120.000							
SALES & NONPROPERTY			10,000.00	5,000.00	10,000.00		5,000.00
B0.1560.000							
SAFETY INSPECTION FE		3,260.00	9,000.00	16,716.00	9,000.00		10,396.50
B0.2110.000							
ZONING FEES			100.00		100.00		
B0.2401.000							
INTEREST & EARNINGS			50.00		50.00		
B0.2770.000							
UNCLASSIFIED REVENUE		96.29	35,000.00	36,547.56	35,000.00		35,943.33
Totals for Fund:		3,356.29	73,419.00	77,532.56	70,977.00		68,166.83
B0 (GENERAL OUTSIDE)							

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
B0.3620.100 SAFETY INSPECTION PERSONAL SER		1,030.00	13,390.00	10,455.00	13,120.00	10,092.20
B0.3620.200 SAFETY INSPECTION EQUIPMENT			500.00		500.00	
B0.3620.400 SAFETY INSPECTION CONTRACTUAL E		453.10	6,000.00	6,091.13	6,000.00	4,360.60
B0.6989.400 WATER RESOURCE EXPENDATURES		82,467.45		251,148.46		141,061.13
B0.8010.100 ZONING PERSONAL SERVICES		80.00	18,030.00	785.00	17,760.00	1,159.30
B0.8010.200 ZONING EQUIPMENT			1,000.00		1,000.00	1,000.00
B0.8010.400 ZONING CONTRACTUAL EXPENSES		1,424.50	2,800.00	3,984.93	2,600.00	5,909.49
B0.8020.100 PLANNING PERSONAL SERVICES		1,203.33	4,640.00	12,134.97	4,640.00	11,652.17
B0.8020.400 PLANNING CONTRACTUAL EXPENSES		446.21	2,000.00	1,177.00	1,000.00	2,562.36
B0.9010.800 NYS RETIREMENT			3,250.00	3,250.00	2,590.00	2,792.50
B0.9030.800 SOCIAL SECURITY		170.96	2,759.00	1,728.04	2,717.00	1,694.55
B0.9045.800 LIFE INSURANCE		20.17	250.00	181.53	250.00	161.37
B0.9055.800 DISABILITY INSURANCE			100.00	54.93	100.00	69.90
B0.9060.800 HEALTH INSURANCE		773.14	18,700.00	3,279.64	18,700.00	2,987.14
Totals for Fund: B0 (GENERAL OUTSIDE)		88,068.86	73,419.00	294,270.63	70,977.00	185,502.71

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
DA.0205.001						
MM - INTEREST		299.06	300.00	2,224.74	300.00	436.54
DA.1001.000						
TAXES			713,964.00	713,964.00	687,176.00	687,176.00
Totals for Fund:		299.06	714,264.00	716,188.74	687,476.00	687,612.54
DA (HIGHWAY TOWNWIDE)						

Date: 10/03/2023

Time: 3:03:47PM

Statement of Revenues & Expenditures

User: MEXAC

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TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
DA.5130.200 MACHINERY EQUIPMENT			20,000.00	6,349.00	10,000.00	57,761.00
DA.5130.201 PRINCIPAL PAYMENT MACHINERY			92,308.00	60,730.00	92,306.00	60,728.00
DA.5130.400 MACHINERY CONTRACTUAL EXPENSE			95,000.00	73,685.90	75,000.00	40,807.23
DA.5142.100 SNOW REMOVAL PERSONAL SERVIC			266,480.00	177,253.37	261,255.00	181,432.82
DA.5142.400 SNOW REMOVAL CONTRACTUAL EXP			90,000.00	74,439.33	90,000.00	39,635.00
DA.9010.800 NYS RETIREMENT			23,990.00	23,990.00	32,229.00	32,431.50
DA.9030.800 SOCIAL SECURITY			20,386.00	13,423.51	19,986.00	13,741.10
DA.9045.800 LIFE INSURANCE			1,500.00	560.25	1,700.00	428.78
DA.9050.800 UNEMPLOYMENT INS.			600.00		1,000.00	
DA.9055.800 DISABILITY INSURANCE			200.00	97.35	200.00	121.54
DA.9060.800 HEALTH INSURANCE			95,000.00	21,059.16	95,000.00	32,463.25
DA.9089.800 BOOTS			2,300.00	1,816.34	2,300.00	1,809.94
DA.9789.400 INTEREST PAID CONTRACTUAL			6,500.00	2,451.69	6,500.00	1,282.06
Totals for Fund: DA (HIGHWAY TOWNWIDE)			714,264.00	455,855.90	687,476.00	462,642.22

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
DB.0205.001 MM - INTEREST		256.32	300.00	1,907.02	300.00	374.31
DB.1001.000 TAXES			300,505.00	300,505.00	308,190.00	308,190.00
DB.1120.000 SALES & NONPROPERTY		60,373.00	220,000.00	205,502.00	200,000.00	205,132.00
DB.2770.000 UNCLASSIFIED REVENUE			30,000.00		120,000.00	17,437.50
DB.3501.000 CONSOLIDATED HIGHWAY			160,000.00		160,000.00	
Totals for Fund: DB (HIGHWAY OUTSIDE)		60,629.32	710,805.00	507,914.02	788,490.00	531,133.81

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TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
DB.5110.100 GENERAL REPAIRS PERSONAL SERV		29,615.17	242,621.00	194,679.73	237,864.00	179,696.71
DB.5110.400 GENERAL REPAIRS CONTRACTUAL E		11,603.08	75,000.00	54,993.61	75,000.00	49,312.67
DB.5112.200 CAPITAL OUTLAY IMPROVEMENTS		238,320.46	255,000.00	336,744.39	327,000.00	342,793.87
DB.9010.800 NYS RETIREMENT			21,823.00	21,823.00	32,229.00	32,431.50
DB.9030.800 SOCIAL SECURITY		2,226.57	18,561.00	14,646.42	18,197.00	13,536.57
DB.9045.800 LIFE INSURANCE		186.75	2,000.00	1,120.50	2,000.00	1,103.34
DB.9050.800 UNEMPLOYMENT INSURANCE			600.00		1,000.00	
DB.9055.800 DISABILITY INSURANCE			200.00	56.10	200.00	61.03
DB.9060.800 HEALTH INSURANCE		10,679.67	95,000.00	75,200.14	95,000.00	53,771.45
Totals for Fund: DB (HIGHWAY OUTSIDE)		292,631.70	710,805.00	699,263.89	788,490.00	672,707.14

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ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F0.1030.000						
FIXED CHG EDU			287,235.00	287,235.00	279,843.00	279,843.00
F0.2140.000						
WATER REVENUE		17,200.01	80,000.00	79,994.70	80,000.00	68,447.42
F0.2148.000						
WATER - INT & PENALTIES		35.80	1,600.00	1,162.03	1,600.00	1,353.19
F0.2401.000						
INTEREST & EARNINGS		191.47	500.00	1,433.82	500.00	283.16
Totals for Fund:		17,427.28	369,335.00	369,825.55	361,943.00	349,926.77
F0 (Fund - F0)						

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TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F0.1110.100 Water Personal Services			9,200.00	1,224.00	9,200.00	1,200.00
F0.8130.400 WATER - INSURANCE			800.00		800.00	
F0.8320.000 WATER - CONTRACTUAL		350.00	55,000.00	78,283.71	55,000.00	78,024.48
F0.8330.000 EXCESS FUNDING			24,275.00		19,873.00	
F0.8340.000 WATER - PURCHASES		23,331.60	70,000.00	56,790.07	70,000.00	58,933.67
F0.9030.800 Social Security			704.00	93.64	704.00	91.80
F0.9720.000 WATER - PRIN PYMT			209,356.00	209,356.00	206,366.00	206,366.00
Totals for Fund: F0 (Fund - F0)		23,681.60	369,335.00	345,747.42	361,943.00	344,615.95

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ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F2.1030.000 FIXED CHG EDU			198,581.00	198,581.00	194,032.00	196,505.40
F2.2140.000 WATER REVENUE		13,471.39	38,000.00	49,532.92	38,000.00	34,393.58
F2.2148.000 WATER - INT & PENALTIES		18.24	400.00	572.91	400.00	649.09
F2.2401.000 INTEREST & EARNINGS		191.46	500.00	1,433.79	500.00	283.15
F2.2770.000 MISC REVENUES			2,640.00	2,640.00	2,590.00	
Totals for Fund: F2 (Fund - F2)		13,681.09	240,121.00	252,760.62	235,522.00	231,831.22

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT	BUDGET	CURRENT PERIOD ACTUAL	CURRENT YEAR BUDGET	CURRENT YEAR ACTUAL	PRIOR YEAR BUDGET	YEAR-TO-DATE ACTUAL
DESCRIPTION						
F2.1110.100						
Water Personal Services			1,200.00	3,686.68	1,200.00	6,032.80
F2.8310.000						
WATER - INSURANCE			800.00		800.00	
F2.8320.000						
WATER - CONTRACTUAL		4,240.00	26,000.00	45,933.88	25,000.00	38,724.39
F2.8330.000						
EXCESS FUNDING			25,229.00		24,030.00	
F2.8340.000						
WATER - PURCHASES		10,347.60	30,000.00	25,828.38	30,000.00	23,512.31
F2.9030.800						
Social Security			92.00	282.04	92.00	461.51
F2.9720.000						
WATER - PRIN PYMT			156,800.00	156,800.00	154,400.00	154,400.00
Totals for Fund:		14,587.60	240,121.00	232,530.98	235,522.00	223,131.01
F2 (Fund - F2)						

Statement of Revenues & Expenditures

TOWN OF MEXICO
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ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F3.1030.000						
FIXED CHG EDU			75,155.00	74,557.93	74,905.00	74,304.00
F3.2140.000						
WATER REVENUE		1,668.91	9,000.00	9,963.65	8,000.00	7,347.75
F3.2148.000						
WATER - INT & PENALTIES			120.00	205.12	120.00	72.46
F3.2401.000						
INTEREST & EARNINGS		12.84	50.00	124.03	50.00	30.29
Totals for Fund:			84,325.00	84,850.73	83,075.00	81,754.50
F3 (Fund - F3)		1,681.75				

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ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F3.1110.100 Water Personal Services		408.00	1,200.00	2,455.34	1,200.00	3,755.20
F3.1320.400 INDEPENDENT AUDIT CONTR			3,500.00		3,500.00	
F3.8310.000 WATER - INSURANCE			400.00		400.00	
F3.8320.000 WATER - CONTRACTUAL			6,000.00	10,982.03	5,850.00	8,496.86
F3.8330.000 EXCESS FUNDING			4,064.00		3,089.00	
F3.8340.000 WATER - PURCHASES		2,851.96	7,000.00	7,450.78	6,200.00	6,827.60
F3.9030.800 Social Security		31.20	92.00	187.81	92.00	287.28
F3.9720.000 WATER - PRIN PYMT			25,000.00	25,000.00	25,000.00	25,000.00
F3.9789.400 INTEREST PAID CONTRACTUAL			37,069.00	37,056.25	37,744.00	37,743.75
Totals for Fund: F3 (Fund - F3)		3,291.16	84,325.00	83,132.21	83,075.00	82,110.69

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
F5.1030.000						
FIXED CHG EDU			62,784.00	62,784.00	60,864.00	60,864.00
F5.2140.000						
WATER REVENUE		1,638.23	10,000.00	5,847.35	5,000.00	6,103.57
F5.2148.000						
WATER INTEREST & PENALTIES			100.00	91.62	100.00	74.48
F5.2401.000						
INTEREST & EARNINGS		32.38	50.00	264.32	50.00	25.13
Totals for Fund:		1,670.61	72,934.00	68,987.29	66,014.00	67,067.18
F5 (Fund - F5)						

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For Period Ending 09/30/2023

ACCOUNT	BUDGET	CURRENT PERIOD ACTUAL	CURRENT YEAR YEAR-TO-DATE BUDGET	CURRENT YEAR YEAR-TO-DATE ACTUAL	PRIOR YEAR YEAR-TO-DATE BUDGET	PRIOR YEAR YEAR-TO-DATE ACTUAL
DESCRIPTION						
F5.8130.400						
WTR DIST #5 EXTRA PARTS				6,649.38		
F5.8310.000						
WATER - INSURANCE			400.00		400.00	
F5.8320.000						
WATER - CONTRACTUAL			5,850.00	6,826.35	5,850.00	4,958.46
F5.8330.000						
EXCESS FUNDING			10,733.00		7,077.00	
F5.8340.000						
WATER - PURCHASES		2,117.60	7,950.00	4,548.89	4,200.00	5,055.07
F5.9720.000						
WATER - PRIN PYMT			25,000.00	25,000.00	25,000.00	25,000.00
F5.9789.400						
INTEREST PAID CONTRACTUAL			23,001.00	23,015.62	23,487.00	23,484.37
Totals for Fund:			72,934.00	66,040.24	66,014.00	58,497.90
F5 (Fund - F5)		2,117.60				

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION SF.1001.000 TAXES	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
Totals for Fund:						
SF (FIRE DISTRICT)						
			321,053.00	321,053.00	314,758.00	314,758.00
			321,053.00	321,053.00	314,758.00	314,758.00

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
SF.3410.400						
FIRE PROTECTION CONTRACTUAL EXF						
SF.3410.401			270,053.00	270,053.00	272,758.00	272,758.00
Pension Annuity			51,000.00	51,227.00	42,000.00	51,227.00
Totals for Fund:			321,053.00	321,280.00	314,758.00	323,985.00
SF (FIRE DISTRICT)						

Statement of Revenues & Expenditures

TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION SM. 1002.000 TAXES FOR MAPLEVIEW Totals for Fund: SM (LIGHTNG DST/MAPLEVW)	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
			3,600.00	3,600.00	3,300.00	3,300.00
			3,600.00	3,600.00	3,300.00	3,300.00

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION SM.3410.402 MAPLEVIEW LIGHTING DISTRICT CONT	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
Totals for Fund:						
SM (LIGHTNG DST/MAPLEVW)		232.29	3,600.00	2,307.04	3,300.00	2,048.04
		232.29	3,600.00	2,307.04	3,300.00	2,048.04

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION SS.1001.000 SEWER DISTRICT Totals for Fund: SS (SEWER)	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
			10,200.00	10,200.00	9,000.00	9,000.00
			10,200.00	10,200.00	9,000.00	9,000.00

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TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION SS.8130.400 SEWER DISTRICT CONTRACTUAL EX Totals for Fund: SS (SEWER)	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
		2,316.00	10,200.00	6,948.00	9,000.00	6,816.00
		2,316.00	10,200.00	6,948.00	9,000.00	6,816.00

Statement of Revenues & Expenditures

TOWN OF MEXICO
For Period Ending 09/30/2023

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR TO-DATE		PRIOR YEAR TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
ST.1001.000						
TAXES FOR TEXAS			2,500.00	2,500.00	2,300.00	2,300.00
Totals for Fund:			2,500.00	2,500.00	2,300.00	2,300.00
ST (LIGHTNG DST/TEXAS)						

Statement of Revenues & Expenditures

TOWN OF MEXICO

For Period Ending 09/30/2023

ACCOUNT DESCRIPTION ST.3410.401 TEXAS LIGHTING DISTRICT CONTRACT Totals for Fund: ST (LIGHTNG DST/TEXAS)	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
		229.42	2,500.00	2,234.65	2,300.00	2,017.17
		229.42	2,500.00	2,234.65	2,300.00	2,017.17
Total Expenditures		524,032.32	3,537,191.00	3,370,998.55	3,520,504.00	3,190,578.95
Excess of Revenues over Expenditures for Report		363,605.67-		17,314.01-		228,125.12

LED Streetlight Conversion

Good morning Nicole,

With this information from National Grid, I've put together the analysis below, assuming all 100W lamps are converted to the LED-B option (25W), all 250W lamps are converted to the LED-D option (96W), and all 400W lamps are converted to the LED-F option (210W). These conversions are somewhat typical assuming you are happy with light levels now, though sometimes if the 100W lamps are located on busy streets (vs residential areas) you may consider switching to the LED-C option (48W), in which case the annual savings overall would be slightly lower.

You'll note the cost to convert is \$1,346.76 up front, but once the project is complete the Town would receive a NG incentive worth \$1,075 so that the project will actually only cost the Town \$271.76. Annual cost savings are estimated at \$997.68 for the conversion scenario described. Estimated payback is therefore only a few months.

Please let me know if you have questions. If the Town decides to move forward, I'm happy to help with next steps in requesting the conversion.

Total cobra head lights	19
Conversion cost total	\$1,346.76
LED EE incentives	\$1,075.00
Conversion cost total minus incentives	\$271.76
Annual cost savings (\$)	\$997.68
Annual cost savings (%)	29.9%
Simple payback with incentives (years)	0.3
Lifetime cost savings (25 years)	\$24,942.00
Annual energy savings (kWh)	9,496
Annual energy savings (%)	72.3%
Lifetime energy savings (kWh over 25 years)	237,400

Thanks,
Amanda

Amanda Mazzoni (she/her)
Principal Planner
Central New York Regional Planning & Development Board
126 North Salina Street, Suite 200
Syracuse, NY 13202
315-422-8276 x1215

AGREEMENT OF MUNICIPAL COOPERATION

THIS AGREEMENT of municipal cooperation, made this ____ day of October 2023, by and between the TOWN BOARD OF THE TOWN OF MEXICO, Oswego County, New York, hereinafter referred to as " MEXICO ", and the TOWN BOARD OF THE TOWN OF RICHLAND, Oswego County, New York, hereinafter referred to as "Richland", all of the parties hereto sometimes collectively or individually referred to hereinafter as "Town", "Towns", "Municipality" or "Municipalities".

WITNESSETH:

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, all municipalities, including the Town of Richland and the Town of MEXICO, have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities, and;

WHEREAS, all municipalities, including the Town of Richland and the Town of MEXICO, have the power and authority to borrow or lend materials and supplies to other municipalities, and;

WHEREAS, it is hereby determined that the Town of Richland and the Town of MEXICO and other municipalities have machinery and equipment which is not used during certain periods, and;

WHEREAS, it is determined that the Town of Richland and the Town of MEXICO and other municipalities often have materials and supplies on hand which are not immediately needed, and;

WHEREAS, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Richland, the Town of MEXICO and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing of a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval from the Town Board of each municipality which may be parties to such agreements, since such agreements must often be made on short notice and at times when Town Boards are not in session, and;

WHEREAS, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process, and; MEXICO to give the highway Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangements, and;

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Richland and Town of MEXICO to be a party to such shared services arrangements;

NOW THEREFORE, it is hereby agreed as follows:

1. For purposes of this Agreement, the following terms shall be defined as follows:

- a. "Municipality" shall mean any city, county, town or village that has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of this contract to that effect with the designated filing agent as defined herein.
- b. "Contract" shall mean the text of this Agreement that is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
- c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this Agreement and shall include but shall not be limited to:
 - i. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators.
 - ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies.
 - iii. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
 - iv. The maintenance of machinery or equipment by a municipality for other municipalities.

- d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county Superintendent of highways, or the person having the power and authority to perform the duties generally performed by county Superintendents of highways; in the case of a town, the town Superintendent of highways; in the case of a village, the Superintendent of public works.
2. The undersigned municipalities have caused this Agreement to be executed and to bind themselves to the terms of this contract and will consider this contract to be applicable to any municipality, which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.
3. The undersigned municipalities by this Agreement grants unto their Superintendents; the authority to enter into any shared service arrangements with each other subject to the following terms and conditions:
 - a. The Town of Richland and Town of MEXICO agree to rent, exchange or borrow from each other any and all materials, machinery and equipment, with or without operators, which they may need for the purposes of their Town. The determination as to whether such machinery, with or without operators, is needed by either Town, shall be made by their Superintendent. The value of the materials or supplies borrowed from the other municipality under this Agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Superintendents.
 - i. The equipment shall at all times be owned by the lending Town and shall be the sole and exclusive property of the lending Municipality. The borrowing municipality shall have no rights or property interest in the equipment, except for the right to use the equipment pursuant to this Agreement in the normal operation of the Highway Department activities of the borrowers. The equipment is to be used by borrowing municipality only within the borrowing municipality.
 - ii. The borrowing municipality shall keep the equipment at all times free and clear from all claims, levies, liens, encumbrances, and process. The borrowers shall give the lenders immediate written notice of any such attachment or other judicial process affecting any article of equipment subject to this Agreement.
 - iii. The borrowing municipality shall not pledge, lend, create a security interest in, sublet or part possession with the equipment or any part thereof or attempt in any other manner to dispose of the equipment, or remove the equipment or any part thereof from the borrowing

municipality, without prior written permission of the lending municipality.

- iv. The borrowing municipality shall cause the equipment to be operated and maintained in accordance with the applicable vendor's or manufacturer's manual of instructions, by competent and qualified personnel employed by the borrowing municipality. The borrowing municipality shall, at their own cost and expense, provide fuel, lubrication, oil, minor repairs and materials as needed for the safe and efficient operation of the equipment.
 - v. The borrowing municipality shall maintain accurate written records of the (1) days and hours that the equipment is used hereunder, (2) the names of the operators, (3) the locations where the equipment is used, and (4) any accidents arising during such operation or damage to the equipment. The borrowing municipality shall promptly furnish a copy of said records to the lending municipality upon request, therefore.
 - vi. The borrowing municipality shall at all times comply with any applicable statutes, local laws, codes, rules and regulations in connection with the use and repair of the equipment and shall take reasonable steps to assure similar compliance by the officers and employees of the borrowing municipality who use or repair the equipment.
- b. An operator of equipment rented or loaned to the other municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
 - c. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
 - d. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality. The borrowers assume liability for, and shall defend, indemnify, protect, save and keep harmless the Municipality and Highway Superintendent, and their officers, employees, and agents from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against the Municipality and/or Highway Superintendent in any way relating to or arising out of this Agreement or the use

of the equipment. The indemnities contained in this section shall continue in full force and effect, notwithstanding the termination of this Agreement or the return of the equipment.

- e. Each municipality shall remain fully responsible for its own employees, including salary, benefits, and Workers Compensation.
4. The renting, borrowing, or leasing, repairing, or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.
5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.
6. In the event a municipality wishes to rent machinery or equipment from the other municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
7. All machinery and the operator, for purposes of Workers Compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this Agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.
8. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs. The borrowers shall be responsible for any damage to the equipment while in the borrower's possession and shall pay to the Town the value of so much of the equipment, or any part thereof, as may be damaged or destroyed. Such payment shall be made within 30 days after the Town Board of the borrowing municipality audits and approves for payment the lending Municipality's voucher with respect thereto.

9. The lenders or their officers, employees, and agents may, at any time, inspect the equipment, and, upon prior arrangements may, at any time, inspect the equipment, and, upon prior notification to the borrowers, enter the borrowing municipality's highway garage or storage area for the purpose of inspecting the equipment and the manner in which it is being used.
10. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality,
11. Upon default in the payment of any payment required hereunder, or upon a breach of any other condition of this Agreement to be performed or observed by the borrowers, the lenders shall have the right without notice or demand to terminate this Agreement. If upon any termination of this Agreement the borrowers fail or refuse to forthwith deliver the equipment to the lenders, the lenders shall have the right to enter the highway garage or storage area of the borrowing municipality, or any other premises where the equipment may be found, upon prior notice to the borrowers, and to take possession of and remove the equipment without legal process. The borrowers release any claim or right of action from trespass or damages caused by reason of such entry and removal.
12. In the event a dispute arises relating to any repair, maintenance, or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.
13. Any party to this Agreement may revoke such contract by filing a notice of such revocation.
14. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation, unless the parties with whom an obligation is due agree in writing to extend such date of settlement.
15. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such officials and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.
16. The record of all transactions that have taken place as a result of the Town of Richland and Town of MEXICO participating in the services afforded by this contract shall be kept by the Superintendent of each municipality and a statement thereof, in a manner satisfactory to the Town governing board, shall be submitted to the Town Board on or before the first day of November of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.
17. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full

force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

18. This agreement shall run for five (5) years from the signing date and upon the 5th year anniversary of the signing shall automatically renew itself for another five (5) years unless either party gives written notice at least thirty (30) days prior to the 5th year renewal date that they wish to terminate the agreement.
19. Copies of this Agreement shall be sent to the Clerk and the Superintendent of each municipality that is a party to this Agreement and with which the Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Superintendent.

IN WITNESS THEREOF, the said Town of Richland and Town of MEXICO have, by order of each of their Town Boards, caused these presents to be subscribed by the Town Supervisor and the seal of the Town to be affixed and attested by the Clerk thereof, this _____ day of October 2023.

Town of Richland

Town of MEXICO

Kern Yerdon, Town Supervisor

Eric Behling, Town Supervisor

ATTESTATION

Millie Newcomb, Town Clerk

Nichole Wild, Town Clerk