

December 7, 2022

State Commission on Judicial Conduct
ATTN: Cathleen S. Cenci, Deputy Administrator
Corning Tower, Suite 2301
Albany, New York 12223

In Re: Respondent: Hon. E. Timothy Mercer
File No. 2021/A-0198

**RESPONSE TO THE COMMISSION ON JUDICIAL CONDUCT'S WRITTEN
COMPLAINT WITH ADDITIONAL EVIDENCE AND ARGUMENT IN SUPPORT
OF JUSTICE E. TIMOTHY MERCER**

A. PROCEDURAL HISTORY

These matters come before the Commission following years of investigation, including depositions and statements gathered from both the Town of Athens Justice Court and the Athens Town Government. I would like to take this opportunity to respond to the charges and provide some context for my actions. It has become abundantly clear to me that the people involved in this matter have provided statements that are not totally truthful, and willfully omit details that would be both probative and exculpatory in nature.

However, I would like to make it abundantly clear that I now realize and acknowledge that I failed to avoid the appearance of impropriety with my actions, despite my good intentions. My actions were meant to safeguard and protect my staff from elicited sexual harassment and innuendos directed at them by the Town of Athens Bookkeeper, Mr. Pierro. My hasty attempt to do so, by performing the work myself at a time when outside vendors were not allowed in the Town of Athens Court building, was, in hindsight, an exercise of poor judgment on my part.

Because of this, I provided the Town of Athens an invoice for \$0.00 and removed the cameras from the Court building at my own expense and instructed the Town to return the JCAP funds. To date, I have had no personal gain and have never been in possession of any remittance from the Town of Athens, or from JCAP funds.

B. HISTORY AND CONTEXT TO THE ALLEGATIONS MADE AGAINST ME

From the moment I stepped foot in the Town of Athens Justice Court, it was abundantly clear that there were a number of interpersonal struggles between the Court office and other members of the Town Government. I became aware of one individual, the Town of Athens Bookkeeper, Mr. Pierro, who had repeatedly made sexual comments and innuendos towards both female clerks in the office. After witnessing this behavior firsthand, and only two months into my term, I instructed Mr. Pierro to remain outside of the Court office and not to talk to the clerks, rather, if he had business with the Court, he was to only speak to the Judges.

This was all going on during the first year of the COVID-19 pandemic. With new health and safety mandates in place it became clear that our courtroom needed some modifications for the safety of both the staff and the public who entered the Court. Due to new state department of health rules, the public was lining up in the hallway, outside of the courtroom, and out of the sight of the court staff. Because of interpersonal issues in the building, and this new challenge of the public being out of our sight, a discussion was had between the court clerks, Judge Pazin, and myself about how we could protect ourselves and monitor the hallway when the Court was in session. We all agreed that a camera system would be a good idea. This discussion occurred prior to the August-September 2020 time frame.

I later became aware of the JCAP program and believed that it would be a good opportunity to cover the costs of the camera system so that the Court did not have to bear that expense. Due to COVID protocols, no outside contractors or vendors were allowed inside the building. I believed that with my background in general contracting, I would be able to provide this service quickly and at a lower cost than an outside contractor, rather than wait until the COVID protocols had been lifted. I wholeheartedly acknowledge that this was a mistake in reasoning, a failure to maintain the high standards of judicial conduct, and against the guidelines laid out by JCAP regarding the proper usage of the funds. I had good intentions, though I was misguided by my ignorance of the rules of the JCAP program and acted in haste to protect my staff.

From reading the written complaint against me, it is apparent that many of the people involved in this situation fail to remember when conversations were had, when documents were received or submitted, or failed to competently perform their duties. As a new Judge I relied heavily on the experienced court staff to perform their duties diligently and competently. Knowing what I know now, I would have supervised their activities more closely to ensure an accurate accounting and documentation of the grant application packet and associated documents. Of note, messages and phone calls from Court offices, and at the time in question, reveal that Judge Pazin, and both clerks were well aware of our conversations and the need for

a camera system. Why they would deny this is baffling to me. I can provide these voicemails to the commission to back up this claim.

C. Response to the Formal Written Complaint

I. CHARGE I:

- A. Surreptitiously, and without notification to the pertinent Town officials or his co-judge, directed that a security camera system be added to the application
- a. I had multiple conversations with court staff and Judge Pazin for months regarding the need for a security camera system because of the numerous incidents with town personnel and COVID-19 issues with security in the halls of the Court building.
- B. Awarded the camera-installation contract to his own company, Mercer Associates, contrary to law, notwithstanding his conflict of interest and without notifying pertinent Town officials of his conflict.
- a. I concede that the installation contract was self-awarded, however, through the submission of an estimate for the JCAP grant which clearly identified myself and Mercer Associates as the potential contractor I felt it was very clear that I would be the contracted entity to perform this work. I never withheld that information. Ms. Puorro, our JCAP administrator was aware of this, and stated that vendor information was not required for the initial application. I relied upon this advice due her extensive experience from over two decades and being the first JCAP application process that I had ever been involved with. From many discussions between myself and members of the Town government, I believe it is disingenuous for them to claim they did not know. At no time did I attempt to obfuscate my ownership of the company or involvement in the installation.
- C. Charged the town, in his capacity as owner of Mercer Associates, \$3,329.99 for the purchase and installation of the security camera system, which included a \$1,000 installation fee and an otherwise undisclosed markup fee of \$760.
- a. I concede that I charged the Town the disclosed amount for the purchase and installation of the security camera system. The estimated cost and final invoice included a \$1000 installation fee. It is common business practice to include labor as a line item for any project, and was specifically required under the JCAP application process. The total time required to install the camera system far

exceeded the billed charges, which represents a reduced rate and not the fair market labor rate for our area and for the trades involved. To give some context to the \$760 “markup,” due to the COVID-19 pandemic and related supply chain issues, I got in contact with the supplier who offered a similar product that is normally the same price, for a reduced rate. This was because of the availability of the original camera system and the long delays and the only difference was in the shape of the cameras. I was unaware at the time of the JCAP rules requiring an amended application if the model was changed.

D. Signed a Town of Athens voucher in his capacity as town justice, authorizing payment of an invoice to his own company, Mercer Associates, to be paid from a combination of JCAP funds and court budget funds.

a. I concede that I did in fact sign a Town of Athens voucher authorizing payment. However, in the common business practice of our Court, Ms. Puorro presented me with the invoice for my signature, and as the JCAP administrator suggested that gap between the awarded JCAP funds and the estimate could be made up by the Court’s budgeted security funds.

E. Invoked his judicial office in an attempt to persuade the Town to pay the Mercer Associates invoice after being notified that payment was being withheld.

a. Upon notification that the Town was refusing payment of the voucher, I did in fact send an email from official court system email account. This was an honest mistake. I had just had a conversation in the Town building and had gone to my office to send an email and failed to change the account. There was no intention to intimidate or invoke my judicial office to persuade the town to pay the invoice. I do not believe that my signature line implies the intent to intimidate the Town officials into rendering payment. The email, Exhibit J shows that I discussed the process in which the work had been approved and offered to supply any more information needed and to sit down and discuss it with the Town supervisor.

F. Continued to insist that the Town pay the invoice, and charged an added interest fee for nonpayment, even after he acknowledged to his supervising judge that his conduct created at least an appearance of impropriety.

a. The August 18, 2021 invoice Exhibit M, was auto generated using my accounting software which, due to the passage of time, considered the account past due because no payment had been posted, and considered this account to be

overdue. The software added a finance charge based off of my normal business usage. This function on my accounting software has since been disabled. There was no intent to force the Town to render payment.

G. Failed to cooperate with Town officials by refusing to sign for and accept copies of the Town's handbook, procurement policy and ethics code.

- a. After being elected, I took part in the "Taking the Bench" program for newly elected judges. During that program we were instructed that we were "not to sign Town handbooks and sexual harassment policy" as "elected judges for the towns as we are not municipal employees." In an email from July 12-13, 2021 between Judge Pazin, Marcia Puorro, and myself, this exact issue came up and we discussed whether we fall under the Town's supervision and Judge Pazin bluntly stated that we are not part of the Town. I have a copy of this email and am providing it with this response.

D. SPECIFICATIONS TO CHARGE 1:

I would like to take this opportunity to respond to the specifications to Charge 1 in more detail than is found above where needed.

- Line 8: This discussion did occur, however, at this time and in discussions prior to September 2020, all of those present were aware of the need for cameras in the Court and that we would include this as an item to include in the JCAP application.
- Lines 9-11: Between the meeting discussed in Line 8, and Ms. Puorro's letter to the Athens Town Board to adopt the resolution, I provided an estimate dated September 2nd, 2020 for the work to be performed, including the security camera system. Why this was not included in the initial packet to the Board is not known to me. Ms. Puorro was the JCAP administrator for our Court and I relied on her experience in filing for JCAP funds. It is my belief that Ms. Puorro did not give the complete packet to the Board as discussed in prior conversations, realized this, and submitted the completed packet to the Office of Justice Court Support without the proper authorization from the Town Board for all of the listed items in the JCAP application. I did not go out of my way to direct Ms. Puorro to include the camera system into the application between the Town Boards adopted resolution on the night of October 5th 2020, and the submitted JCAP application on October 7th, 2020 which included my estimate. This is a simple matter of a court clerk making an error by not including the information in our submission to the Board

- Line 12: The completed application clearly states our reasoning for requesting the camera system being due to COVID and clients waiting in the hallway and no security in the courtroom itself.
- Line 13: It is my belief that Judge Pazin was well aware of the camera discussions prior to submission to the Board, and JCAP. I was of the belief that all parties were already aware of the cameras and did not know that the camera system was “added” to the application at a later date.
- Line 16: The estimate dated September 2nd, 2020, was signed by my wife. She acts as the bookkeeper for my company and frequently signs documents, including estimates that I generate.
- Line 18: Notwithstanding the Judicial ethics implications and JCAP rules, it is my belief that the goods and services purchased with the JCAP funds were obtained in accordance with acceptable procurement practices established by the Town of Athens as they were written and in effect at the time that the work was performed and my initial invoice was submitted. The version of the Town manual which was in effect at that time was from 2017. Section 222 of that manual required only those contracts for goods and services which exceeded \$25,000 to be put out for bid. Under this guidance, my estimate, work performed, and invoice would all be well under the Towns applicable and available guidance at the time that the work was performed. Therefore, the acceptable procurement practices established by the governing municipality at the time would have allowed this contract to proceed.

Furthermore, the Town’s Handbook in effect at that time contained no such guidance and was only revised to contain guidance on this issue after my invoice was submitted. This revision was approved by the Town Board on August 2, 2021

- Line 19: I have been consistently told that I am not an employee of the Town. I am elected by the people. While I am paid by the Town of Athens, there is a separation of powers within the three branches of governments. Town Justices, while funded and operated by the locality for which it is established, are a separate and coequal branch of government in the Town. It is my understanding that the Town of Athens Code of ethics would not apply in this case, only the applicable judicial ethics, which I have acknowledged above and accept full responsibility for the violation thereof.
- Lines 20-24: Due to supply chain constraints and delays, I was able to get in touch with the supplier who offered a discount on a comparable system that was available to ship immediately. I misunderstood the provisions from the JCAP Reconciliation report regarding actions to take if the cost for purchase was less than the amount awarded. It was only after the JCAP funds had been approved that the supply constraints became apparent and I did

not realize that there was a process for this. I believed that leftover funds were not to be used to offset the costs of other grant items, but since this was the same item, I did not believe I was using the funds to offset any other item. I'd like to also take this time to mention again that I have provided the Town of Athens with an invoice with a \$0 balance, and have at not time been in possession of Town, or JCAP funds for this work. As this situation evolved over time, I felt that it was best to do so.

I concede that the voucher did contain the model number CSP-4POEMICX8-S, the original model number, and \$2,329.99, the original model cost. I had bid the job like so many others in my career, where the installation is considered a package deal, and not a materials and labor bid. This has been common practice for decades and I approached this bid in the same way. Because the JCAP administrator requested an itemized estimate, I provided one. However, the award letter stated that the Athens Town Court had been awarded a JCAP grant for the purchase of "video surveillance, alarm systems, etc." which I did not interpret to limit the funds for use on a specific model of camera system. At the time, I was unaware that the Judiciary Law prohibited the use of JCAP funds in this way, but when I did become aware of this, it weighed heavily in my decision to provide a \$0 invoice.

- Line 25: I contend that Mr. Pierro was aware of my involvement with the installation of the camera system well before this time. When Mr. Pierro reviewed the voucher, he called up to the Court office and spoke with Ms. Puorro and asked for my Federal EIN or my Social Security Number so that he could set me up as a vendor in the system. Ms. Puorro stated at that time that she was recording the call (due to the issues between Court staff and Mr. Pierro). She continued to advise Mr. Pierro that she had never provided this information before as the JCAP Court Administrator and that it was her belief that it was required that she do so and did not send down the packet of information to Mr. Pierro's office. This phone call occurred on July 8th, 2021 and can be made available to the Commission for review.
- Line 26: As stated above, I had just had a conversation in the Town building and went back in to my office to write an email. I didn't switch to my private account. The only information identifying myself as a Town Justice was my signature line. I did not use this email address to influence members of the Town government, I just sat down at my computer in my office and it was the default email account on that computer. I realize that I should have been more careful with my email reply to the Town Supervisor and waited to respond until I was back at my home office and on my home computer.
- Line 29: As you enter the Town building, you walk past Mr. Pierro's office. As I walked into the building and saw that his door was open. Because of the recent email from the Town

Supervisor on August 6th, 2021, saying that the payment was being held and was under review, I inquired with Mr. Pierro as to the status of the review and if he knew whether they were going to release the payment or not. He angrily responded “no.” I handed him a copy of the invoice for his records and walked away. This was just one instance of an ongoing issue between this Court, and Mr. Pierro. At one point he made to apologize to me by the Town Supervisor and Town’s attorney for making rude statements and calling me a “fucking asshole” in the hallway of the Town building. Informing the commission of this is not meant to excuse the mishandling of JCAP funds, but it is meant to shed some light on the environment that we are operating in and that Mr. Pierro’s past actions lead me to believe that he is being less than honest in his recounting of events.

Around this time, I spoke with the Town’s attorney and he told me that he had recommended against any proceedings and that this could all be handled internally given the issues between the Court and Mr. Pierro.

- Line 30: I did in fact provide a new statement on August 18, 2021. This invoice was automatically generated by my accounting software, which included an interest statement. This was an auto function which I have since disabled and occurred because payment had not been received within a set time period.
- Line 31: As indicated in my testimony and earlier in this response, I did not initially sign the Town’s handbook because we had been explicitly informed that we should not sign a Town handbook during the “Taking the Bench” because we were not employees of the municipality. I had never been given or issued a copy of the handbook to sign since I was elected. The handbook has gone through a revision process and the most recent update is from November 2021, at which time I did not sign it due to the discussion during “Taking the Bar.”

As stated above, revisions had been made to the handbook during the course of 2021 to add provisions related to procurement policy and procedures, and the ethics code, which until this most recent revision would not have encompassed the work/contract for the installation of the camera system. The person in charge of these updates was Mr. Pierro. During my testimony before the Commission on February 7, 2022, Commission’s Counsel asked about my reasoning for not signing the handbook and suggested that I do so and I did.

- Line 32: In an effort to rectify the situation, I submitted an invoice to the Town of Athens showing \$0 balance due and removed the cameras from the Court. However, the infrastructure that I installed to handle the camera system is still in place and cameras would just have to be plugged in and connected to a server. I installed over 800 feet of Category 6 cable through the walls, ceiling, and attic which is still there and ready to be utilized at a later date.

E. CONCLUSION

Once again, I would like to express my heartfelt regret that I failed to uphold the highest standards of judicial ethics and failing to avoid the appearance of impropriety and failing to act in a manner that promotes public confidence in the judiciary. At all times, my interest was to protect the Court and its personnel from what I perceived as threats, be it Town employees, or altered procedures during the COVID-19 pandemic. I was confronted with a situation which I felt uniquely qualified to take care of on the Court's behalf. I know now that my overzealous actions were wrong.

As a newly elected Judge, I failed to maintain the professional competence and conduct expected of me and failed to adequately supervise the Court's staff. With my own lack of experience, I over relied upon my staff's knowledge and experience of the JCAP process without doing my due diligence and fully reading the JCAP rules and Reconciliation Report. I also feel that it is important to point out again that I have had absolutely no personal gain, provided a \$0 invoice to the Town of Athens, and have provided my full cooperation throughout the pendency of this investigation

Accordingly, and with the full context of my response above, I respectfully request that the Commission show leniency in whatever further action it deems appropriate.

Respectfully submitted this the 7th day of December, 2022.

Very Respectfully,

A handwritten signature in black ink that reads "E. Timothy Mercer". The signature is written in a cursive, flowing style.

Hon. E. Timothy Mercer
Justice of the Athens Town Court

Attachments:

A. Exhibit I, Mercer

EXHIBIT 1

RE: File No. 2021/A-0198

MERCER

RE: Code of Ethics

EXHIBIT 1 MERCER

Marcia Puorro <[REDACTED]@nycourts.gov>

Wed 7/14/2021 2:58 PM

To: Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>

Don just called to ask about our fax machine. They're looking for another line that they're paying \$10 a month for and can't find. ANYWAY he also asked for a copy of the Grant App and Award Letter from the State. ALL I SAID was I'll let the Judges know.

Not doing anything until I'm told to by the both of you.

Marcia

*EMC
why DIDN'T the town
HAVE A copy*

From: Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>

Sent: Tuesday, July 13, 2021 10:48 AM

To: Constance Pazin <[REDACTED]@nycourts.gov>; Marcia Puorro <[REDACTED]@nycourts.gov>

Subject: RE: Code of Ethics

Thanks, I'll reach out if needed with this matter

Regards,
Judge Mercer

From: Constance Pazin

Sent: Tuesday, July 13, 2021 10:44 AM

To: Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>; Marcia Puorro <[REDACTED]@nycourts.gov>

Subject: Re: Code of Ethics

I have not made any outside comments, except my feelings in the office. This upset me as to his comments, should be directed to the judges and not using Marcia as a go between. If you need anything I am here

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From: Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>

Sent: Tuesday, July 13, 2021 10:29:51 AM

To: Constance Pazin <[REDACTED]@nycourts.gov>; Marcia Puorro <[REDACTED]@nycourts.gov>

Subject: RE: Code of Ethics

Judge Pazin, at this time Dons comments and actions going forward only pertain to me as an Athens Town Judge! Please refrain from any outside comments with anyone. I am trying to isolate this from the Athens Court. If he proceeds to go further with the OCA and action is taken by them it's on me, not the Court. I don't feel he is acting fair or right about the matter. I have retained counsel and will protect my interest.

Thanks for understanding
Regards,

Judge Mercer

From: Constance Pazin

Sent: Monday, July 12, 2021 4:22 PM

To: Marcia Puorro <[REDACTED]@nycourts.gov>; Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>
Subject: Re: Code of Ethics

This is the ethics for the Town of Athens, Tim and I do not work for the Town of Athens so does not include us.

[Get Outlook for iOS](#)

From: Constance Pazin <[REDACTED]@nycourts.gov>
Sent: Monday, July 12, 2021 1:22:15 PM
To: Marcia Puorro <[REDACTED]@nycourts.gov>; Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>
Subject: Re: Code of Ethics

The grant money was given to the court, for what we applied for, not for the board, Attorney, Accounting Firm nor Don to hold it.

[Get Outlook for iOS](#)

From: Constance Pazin <[REDACTED]@nycourts.gov>
Sent: Monday, July 12, 2021 1:18:46 PM
To: Marcia Puorro <[REDACTED]@nycourts.gov>; Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>
Subject: Re: Code of Ethics

Well I think Don is WRONG, we do not belong to the town. Three branches of government, we are the Judicial.

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From: Marcia Puorro <[REDACTED]@nycourts.gov>
Sent: Monday, July 12, 2021 12:57:11 PM
To: Hon E. Timothy Mercer <[REDACTED]@nycourts.gov>; Constance Pazin <[REDACTED]@nycourts.gov>
Subject: Code of Ethics

This is the packet Don just gave me. He also said he was going to contact OCA to discuss this matter. All I said was it's the Courts Grant Money and he needs to give it to us. He said and the Court belongs to the Town. I then said anything more needs to be discussed with the Judges.

Marcia

Please be CAREFUL when clicking links or opening attachments.

19-5 Distribution of Code

no copy furnished to Judge Mercer as required by the Town
Supervisor Robert Butler

ETM 9/2021

Town of Athens, NY
Thursday, July 8, 2021

Chapter 19. Ethics, Code of

[HISTORY: Adopted by the Town Board of the Town of Athens 12-7-1970.
Amendments noted where applicable.]

GENERAL REFERENCES

Officers and employees — See Ch. 43.

§ 19-1. Purpose.

It is the purpose of this chapter to promulgate these rules of ethical conduct for the officers and employees of the Town of Athens, and these rules as hereby adopted shall serve as a guide for official conduct of the officers and employees of the Town of Athens. The rules of ethical conduct of this chapter, as adopted, shall not conflict with but shall be in addition to any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

§ 19-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

INTEREST

A direct or indirect pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

MUNICIPAL OFFICER OR EMPLOYEE

An officer or employee of the Town of Athens, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fire fighter or civil defense volunteer, except a fire chief or assistant fire chief.

- [1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 19-3. Standards of conduct.

Every officer or employee of the Town of Athens shall be subject to and abide by the following standards of conduct:

- A. Gifts. The officer or employee shall not directly or indirectly solicit any gift having a value of \$75 or more, whether in the form of money, services, loan,

travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.^[1]

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

- B. Confidential information. The officer or employee shall not disclose confidential information acquired by the officer or employee in the course of his or her official duties or use such information to further his or her personal interest.
- * C. Representation before one's own agency. The officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he or she is an officer, member or employee or of any municipal agency over which he or she has jurisdiction or to which he or she has the power to appoint any member, officer or employee.
- D. Representation before any agency for a contingent fee. The officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his or her municipality whereby his or her compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- E. Disclosure of interest in legislation. To the extent that he or she knows thereof, a member of the Town Board and any officer or employee of the Town of Athens, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such legislation.
- F. Investments in conflict with official duties. The officer or employee shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction which creates a conflict with his or her official duties.
- G. Private employment. The officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
- H. Future employment. The officer or employee shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of Athens in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service or employment or which was under his or her active consideration.

JCAP
GRANT !!
NOT TOWN
OF ATHENS
TAX DOLLARS
OR
FUNDING

§ 19-4. Filing of claims.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of Athens or any agency thereof on behalf of himself or herself or any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

§ 19-5. Distribution of code.



The Town Supervisor of the Town of Athens shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the Town of Athens within 10 days after the effective date of this chapter. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. Failure to distribute any such copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement of provisions thereof.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 19-6. Penalties for offenses.

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

VOUCHER

TOWN OF ATHENS
Athens Town Clerk
2 First Street
Athens, NY 12015-1393

WRITE IN THIS COLUMN

NUMBER 288

DATE VOUCHER RECEIVED _____

DEPARTMENT Justice 1104 JCAP

CLAIMANT'S NAME AND ADDRESS

Mercer Associates
[Redacted Address]
Athens, NY 12015

FUND - APPROPRIATION	AMOUNT
<u>A 1104 JCAP</u>	<u>3029.99</u>
<u>110.406 security</u>	<u>240.00</u>
TOTAL	<u>3329.99</u>

ENTERED ON ABSTRACT NO. _____

DETAILED INVOICES MAY BE ATTACHED, AND TOTAL ENTERED ON THIS VOUCHER. CERTIFICATION BELOW MUST BE SIGNED.

TERMS _____ PURCHASE ORDER NO. _____

DATE	VENDOR'S INVOICE NO.	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
<u>7-6-21</u>	<u>11283</u>	<u>4</u>	<u>Court Office & Hallway Security Cameras (See Attached)</u>		<u>2,329.99</u>
			<u>Installation of Security Cameras</u>		<u>1,000.00</u>
TOTAL					<u>3,329.99</u>

(SEE INSTRUCTIONS ON REVERSE SIDE)

CLAIMANT'S CERTIFICATION

Marcia R. Puorro certify that the above account in the amount of \$ 3,329.99 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

7-6-21
DATE

Marcia R. Puorro
SIGNATURE

Senior Court Clerk
TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

7-6-2021
DATE [Signature]
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

[Signature] [Signature]
DATE _____ AUDITING BOARD

Mercer Associates

Athens, NY 12015

Invoice

Date	Invoice #
7/6/2021	11283

Bill To

Town of Athens
 2 First Street
 Athens, New York 12015

P.O. No.	Terms	Due Date	Account #	Project
JCAP Grant	Upon Completion	7/6/2021		
Description	Qty	Rate	Amount	
CSP -4POEMICX8-S 4 Camera Remote viewing with two hard drive bays (1) 4 Channel "PRO SERIES" 4K Ultra High Definition Network Video Recorder with Built-in POE (Power over Ethernet) (1) 1 Terabyte Surveillance Grade Hard Drive (installed) (4) IP 8MP Indoor/Outdoor Infrared Bullet Security Cameras with Motorized Zoom Lens and up to 200ft Night Vision (4) 100 Foot Premade CAT5 Cables or 1000 Foot Spool (Optional) High Definition LCD Monitor is OPTIONAL DVD Instruction Manual and Quick Start Guide Free Remote Viewing Software and Apps Video Surveillance Warning Stickers and Aluminum Sign	1	2,329.99	2,329.99	
Installation of 4 camera, Clerks transaction window, Courtroom east and west wall corners and 2 nd floor hallway waiting area main Data bank installed in Clerks Office area on West wall Sales Tax exempt	1	1,000.00	1,000.00	
		0.00%	0.00	
Total			USD 3,329.99	
Payments/Credits			USD 0.00	
Balance Due			USD 3,329.99	