

Sodus Town Board Agenda
Regular Month End Town Board Meeting
January 30, 2025

4:00 PM

Pledge of Allegiance

Roll Call: *(Lori Diver)*

Supervisor Johnson, Councilperson Ross-Zoom, Councilperson Tertinek, Councilperson Pickering,
Councilperson Willmott

1. Resolution approving Abstract #2-2025
First _____ Seconded _____
2. Resolution to adopt the Standard Workday & Reporting Resolution for Elected and Appointed Officials (emailed).
First _____ Seconded _____
3. Resolution to authorize Supervisor Scott Johnson to sign Knauf Shaw LLP Agreement for 2025 (emailed).
First _____ Seconded _____
4. Discussion regarding N. Centenary Cemetery (New England Cemetery) (Lori & Amy).
5. Motion to enter into Executive Session regarding medical, financial, credit or employment history of a particular person or corporation or relating to appointment promotion demotion discipline or removal.
First _____ Seconded _____
Time _____
6. Motion to exit out of Executive Session and enter back into regular session.
First _____ Seconded _____
Time _____
7. Motion to adjourn.
First _____ Seconded _____
Time _____

MINUTES

Minutes of the Month End Town Board Meeting commencing at 4:00 PM in the upstairs meeting room January 30, 2025 located at 14-16 Mill St. Sodus, NY 14551.

All meetings are open to the public.

Present: Scott Johnson, Supervisor
Chris Tertinek, Councilperson
Dale Pickering, Councilperson
Cathy Willmott, Councilperson

Recording Secretary: Lori Diver, Sodus Town Clerk

Absent: Don Ross, absent

Others Present: Joshua Conklin, Village of Sodus Trustee
Amy Kendall, Town Attorney
Sal Vittozzi, Beechwood Caretaker
Bree Crandell, Supervisor Clerk
Susie Jacobs, Administrator

Meeting was called to order by Supervisor Scott Johnson. All were present with the exception of Councilperson Don Ross that was absent.

ABSTRACT**RESOLUTION TO PAY ABSTRACT No. 02-2025**

(6 01-2025)

WHEREAS, the following bills were presented for payment on Abstract 02-2025:

General	032-068	\$ 63,761.78
Highway	018-042	\$ 69,228.02
CM1-Parks	003-003	\$ 947.04
V/Sodus FD	001-001	\$ 35,000.00
Sodus Center FD	002-002	\$ 86,062.00
Wallington FD	003-004	\$ 115,200.00
Alton FD	005-005	\$ 58,455.00
V/Sodus Point FD	006-006	\$ 39,000.00
Special Dist. Regional	001-001	\$ 79,756.00
Trust & Agency	001-003	\$ 26,577.80

GRAND TOTAL: \$ 573,987.64

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to authorize payment for Abstract # 02-2025 as listed and adopt this resolution which was seconded by Councilperson Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, aye; Chris Tertinek, aye; Don Ross, absent; Dale Pickering, aye and Cathy Willmott, aye. Resolution Adopted.

RESOLUTION
STANDARD WORKDAY & REPORTING RESOLUTION FOR ELECTED AND
APPOINTED OFFICIALS

(7 01-2025)

(See page 3-4)

Office of the New York State Comptroller

 New York State and Local Retirement Systems
 110 State Street, Albany, New York 12244-0001
 Please type or print clearly
 in blue or black ink

Employer Location Code

30434

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

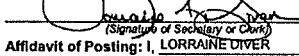
BE IT RESOLVED, that the TOWN OF SODUS / 30434 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYS LRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
SCOTT JOHNSON			TOWN SUPERVISOR	1/1/24-12/31/27	6	3.34	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
LORRAINE DIVER		R12146175	TOWN CLERK	1/1/24-12/31/27	7	22.91	<input type="checkbox"/>	BIWEEKLY	<input type="checkbox"/>
JARED LAIRD		R11438238	HWY SUPERINTENDENT	1/1/24-12/31/27	8	28.18	<input type="checkbox"/>	BIWEEKLY	<input type="checkbox"/>
Appointed Officials:									
JAY DEWISPELEARE			TOWN JUSTICE	1/1/24-12/31/24	6	14.8	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, LORRAINE DIVER, secretary/clerk of the governing board of the TOWN OF SODUS, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 30th day of January, 2025 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the TOWN OF SODUS on this 30th day of January, 2025.


(Signature of Secretary or Clerk)

Affidavit of Posting: I, LORRAINE DIVER, being duly sworn, deposes and says that the posting of the Resolution began on January 30, 2025 and continued for at least 30 days. That the Resolution was available to the public on the:
(Date)

☒ Employer's website at: www.sodusny.gov

☒ Official sign board at: Town of Sodus 14-16 Will St. Sodus, NY 14551

☒ Main entrance Secretary or Clerk's office at: 14-16 Will St. Sodus, NY 14551 Page 1 of 2 (for additional rows, attach a RS 2417-B form.)

(seal)

Office of the New York State Comptroller
 **NYSLRS**
 New York State and Local Retirement System
 110 State Street, Albany, New York 12244-0001

Please type or print clearly
 in blue or black ink

Employer Location Code

3	0	4	3	4
---	---	---	---	---

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev. 04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
ROBERT FRATANGELO	[REDACTED]	R11546036	TOWN JUSTICE	1/1/23-12/31/26	6	10.42	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
CHRISTIAN TERTINEK	[REDACTED]	R11059778	COUNCILMAN	1/1/24-12/31/27	6	2.43	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DAVID LEROY	[REDACTED]	R10682767	COUNCILMAN	1/1/23-12/31/26	6	0.71	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DALE PICKERING	[REDACTED]	R11760606	COUNCILMAN	1/1/24-12/31-27	6	2.67	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DON ROSS	[REDACTED]	R10052212	COUNCILMAN	1/1/23-12/31/26	6	1.48	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

Employer: TOWN OF SODUS

Location Code: 30434

Page 2 of 2 (use with form RS 2417-A)

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to adopt this resolution (07 01-2025) was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; Don Ross, absent; Chris Tertinek, aye; and Dale Pickering; aye and Cathy Willmott, aye. Resolution Adopted.

RESOLUTION
KNAUF SHAW LLP-TOWN ATTORNEY 2025 AGREEMENT
(8 01-2025)
(See page 5-6)

AGREEMENT

This Agreement is made effective the 1st day of January 2025, between the Town of Sodus (the "Town"), 14-16 Mill St., Sodus, NY 14551, and Knauf Shaw LLP, 100 South Clinton Avenue, Suite 2600, Rochester, New York 14604. The parties agree as follows:

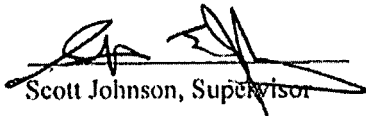
1. Knauf Shaw LLP shall be attorneys for the Town from January 1, 2025 to December 31, 2025.
2. The Town shall pay Knauf Shaw LLC \$1,327 per month for general legal representation, including matters such as advice on municipal and zoning matters, drafting and filing of laws and ordinances, attendance at Town Board meetings, negotiation of claims, assistance in SEQRA proceedings, and occasional attendance at Zoning Board of Appeals, Planning Board, and other meetings when necessary under the circumstances.
3. Representation of the Town in civil and criminal litigation (other than review of cases handled by other attorneys), zoning and planning matters (including cell towers and wind projects) for which the Town charges back services or obtains funding, major code revisions and major projects such as new water or sewer facilities, large developments, Local Waterfront Revitalization Plans or grants will be provided by Knauf Shaw LLP at the request of the Town at the rate of \$300 per hour for senior partners, \$280 per hour for junior partners, \$220 per hour for associates, and \$125 per hour for paralegals/law clerks. If a separate agreement is made for those services (such as an agreement for legal services for a Water District), it will supersede the terms of this Agreement.
4. The Town shall reimburse Knauf Shaw LLP for all of their out-of-pocket expenses and disbursements directly related to services they provide to the Town, including travel expenses, photocopying, and filing fees.

5. The parties will submit any dispute between them over fees to arbitration, pursuant to Part 137 of the Rules of the Chief Administrator of the New York Unified Court System. The Town acknowledges that it is familiar with and consent to the official written instruction and procedures for Part 137, which are available from Knauf Shaw LLP or on the Internet at the New York State Courts web site at: <http://www.courts.state.ny.us/rules/chiefadmin/137.shtml>.

6. A statement of the rights and responsibilities of the Town as a client is attached and is incorporated by reference.

TOWN OF SODUS

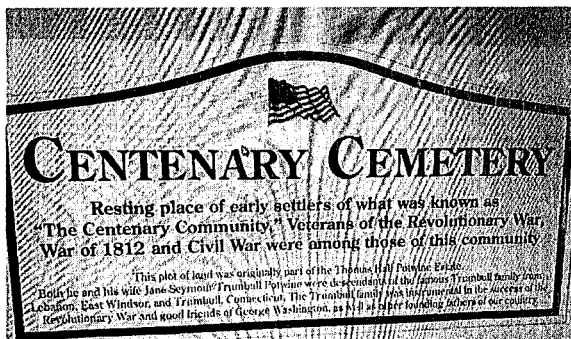
KNAUF SHAW LLP


Scott Johnson, Supervisor


Amy K. Kendall, Partner

NOW BE IT RESOLVED, Councilperson Cathy Willmott motioned to authorize Supervisor Scott Johnson to sign this agreement and to adopt this resolution (08 01-2025) was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Scott Johnson, aye; Don Ross, absent; Chris Tertinek, aye; and Dale Pickering, aye and Cathy Willmott, aye. Resolution Adopted.

Town Clerk Lori Diver discussed with the Sodus Town Board the request from Sandy Hopkins Town Historian and Cheryl Monroe Sodus resident for a new sign to be placed at the New England Cemetery (North Centenary Cemetery) in the Town of Sodus which currently is listed as a private cemetery. The sign and quote submitted are listed as follows:



From: "The Lettering Lounge" <letteringlounge@yahoo.com>
Date: Wednesday, December 04, 2024 11:54 AM
To: <cmonroe2@rochester.rr.com>
Subject: Fw: Cemetery Sign and Prices

Please see below.

The Lettering Lounge
Monday | Wednesday | Thursday 9 am - 5 pm
Tuesday & Friday 8 am - 3 pm
Closed for lunch 12 - 1 daily
3100 State Route 21
PO Box 97
Williamson, NY 14589
315-589-4145

Like us on Facebook!
The Lettering Lounge

----- Forwarded Message -----

From: The Lettering Lounge <letteringlounge@yahoo.com>
To: cmonroe2@rochester.rr.com <cmonroe2@rochester.rr.com>
Sent: Monday, November 18, 2024 at 11:30:47 AM EST
Subject: Cemetery Sign and Prices

Cheryl,

Good morning. The link below will show you a proposed design. As far as prices below are some for the proposed design sign at the size of 3' by 6'. Both board materials below are for outdoor use. I have samples here that we can show you and discuss which you prefer.

1/4" thick BBond sign; single sided.....\$450
1/2" thick lusterboard; single sided.....\$586

For installation, labor and costs of materials (posts, sleeves, concrete etc)
\$500-\$600

Amy Kendall Town Attorney did a legal search for owners of the New England/N. Centenary Cemetery. Unfortunately, nothing came up for this cemetery. Lori Diver Sodus Town Clerk discussed that a Mark Dorman reached out to Sandy Hopkins Town Historian with possible information about the cemetery. Under the advisement of Town Attorney Amy Kendall, the Board should not decide to purchase any sign for this cemetery, more research needs to be done, and a legal resolution will need to be completed claiming the cemetery has been abandoned. It was suggested by Amy Kendall that in the future (after the legalities are set in place) if a sign would like to be placed for this cemetery, grant monies should be able to help with the signage costs for the cemetery.

Councilperson Cathy Willmott motioned to table the sign request and the purchase of the sign for North Centenary Cemetery (New England Cemetery) was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Scott Johnson, aye; Chris Tertinek, aye; Don Ross, absent; Dale Pickering; aye and Cathy Willmott, aye. Motion carried.

RESOLUTION

SNOW & ICE CONTROL COUNTY ROADS AGREEMENT

(9 01-2025)

(See Page 9-14)

AGREEMENT**SNOW AND ICE CONTROL ON COUNTY ROADS**

THIS AGREEMENT made as of the 30 day of January, 2025 by and between the COUNTY OF WAYNE (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at the Wayne County Court House, 26 Church Street, Lyons, New York 14489, and TOWN OF SODUS (hereinafter referred to as the "Town"), a municipal corporation of the State of New York, with offices at 14-16 Mill Street, Sodus, New York 14551.

WITNESSETH:

WHEREAS, pursuant to Section 135-a of the Highway Law of the State of New York, the Town is willing to provide equipment and crew for snow and ice control on County Highways;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. TERM

The term of this Agreement shall commence on January 1, 2025, and end on December 31, 2025.

2. SCOPE OF SERVICES

A. The Town shall furnish all personnel, equipment and materials and shall do all work necessary for the removal of snow from all County roads within the boundaries of the Town and for sanding or otherwise treating such roads for the purpose of removing the danger of ice and snow to the extent necessary to provide reasonable passage and movement of vehicles over such roads. The Town also shall furnish, erect, maintain, and dismantle snow fences on such places on said roads as the Town Superintendent of Highways deems advisable. Compensation for all services performed pursuant to the provisions of this subparagraph shall be paid in accordance with Paragraph 4(A) below.

B. All work shall be performed in accordance with methods and procedures approved by the Wayne County Superintendent of Highways.

C. The Wayne County Superintendent of Highways may, upon written order, stop the work under any part of this agreement if, in his opinion, the work of control of snow and ice by the Town is inadequate or unsatisfactory and not being performed in the best interest of the public.

3. DESIGNATION OF TOWN REPRESENTATIVE

The Town shall designate and hereby does designate the Town Superintendent of Highways as the representative of the Town who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement.

4. COMPENSATION & PAYMENTS

A. For all work and services provided by the Town pursuant to Paragraph two (A) above the County shall pay the Town in accordance with rates set forth in "Appendix A" of this agreement, a copy of which is attached hereto.

B. Payment(s) to the Town shall be made on a monthly basis after satisfactory completion of such services upon audit and approval by the County Highway Superintendent of a claim for payment submitted by the Town in such form and containing such information and documentation as may be required by the Highway Superintendent and the Board of Supervisors.

5. ASSIGNMENT AND SUBCONTRACTING

The Town shall not assign or transfer this Agreement or any interest arising herein, and shall not enter into subcontract for the performance of the services provided for herein, without the prior written consent of the County.

6. INDEMNIFICATION BY COUNTY

A. Except as provided hereinafter, the County shall indemnify and hold harmless the Town for any and all liability for damages for personal injury, injury to property, or wrongful death for losses arising from or occasioned by the manner of performance of the functions under this Agreement.

B. In no event shall the County be obligated to defend, indemnify or hold harmless the Town in any action, proceeding, claim or demand for bodily injury, property damage, personal injury or wrongful death arising out of the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection, maintenance and dismantlement of snow fences under this Agreement and the parties specifically acknowledge that costs of maintaining workers' compensation and other liability coverage to insure against the risks identified herein have been factored into the payments to be made to the Town under this Agreement.

C. The Town shall be entitled to representation by the County Attorney in any claim described in Paragraph 6 (A), above, which is not excluded by Paragraph 6 (B), above, provided, however, that the Town shall be entitled to defend itself in any such action, proceeding, claim, or demand whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction determines that a conflict of interest exists and that the Town is entitled to defend the action itself, and the County shall reimburse the Town for any and all reasonable costs and expenses, including, but not limited to, counsel fees and disbursements in such cases.

D. The County shall not indemnify or save harmless the Town with respect to punitive or exemplary damages.

E. The County's obligation to indemnify and save harmless shall be conditioned upon (i) delivery to the County Attorney and to the County Superintendent of Highways of a copy of any claim, summons, complaint, process, notice, demand, or other pleading within ten days after the Town is served with such document and (ii) the full cooperation of the Town in such action, proceeding, claim, or demand and in the defense of any action, proceeding, claim or demand against the County based on the same act or omission, and in the prosecution of any appeal.

7. INDEMNIFICATION BY TOWN

Notwithstanding the limits of any policy of insurance provided or maintained by the Town, the Town shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any and all claims, actions, proceedings, liabilities, damages, and costs (including, but not limited to, attorneys' fees) of every kind and nature arising out of or resulting from the actions of town employees and the operation of town vehicles and equipment while engaged in the performance of snow and ice control functions and the erection maintenance and dismantlement of snow fences under this Agreement.

8. INSURANCE**A. The contractor shall furnish:**

1. ACCORD Form 25 - Certificate of Insurance to evidence all liability coverages as outlined below;
2. A copy of the applicable Additional Insured endorsement form evidencing the coverage endorsed onto the liability policies below
3. New York State Workers' Compensation Form C105.2, SI-105.2 or New York State Insurance Fund form U26.3 to evidence New York State workers' compensation coverage;

Insurance Type	
Commercial General Liability	
Each Occurrence	\$1,000,000
Fire Damage/Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Prod. Comp. Op.	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Med. Expense	\$5,000
Auto Liability	
Any Auto OR	\$1,000,000
Owned	\$1,000,000
Hired	\$1,000,000
Non-Owned	\$1,000,000
Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Additional Insured on a Primary and Non-Contributory Basis with a Waiver of Subrogation and 30 Days Notice of cancellation or non-renewal	General Liability, Auto Liability, Excess and Workers Comp

B.

The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages with the exception of Workers Compensation and Employers' Liability.

- C. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
- D. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.
- E. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.
- F. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:
 1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of

- a. the date of the commencement of the term of this agreement, or
 - b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.
2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
 3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.
- G. The Town shall be deemed in compliance with the provisions of paragraph 8.A with the furnishing of a liability policy with the limits set forth in paragraph 8.A, which policy shall contain an MPL 2160306 Endorsement and/or as such Endorsement may be amended.
- H. The County shall provide to the Town an Additional Insured Endorsement on a non-contributory basis on its liability policies of insurance.

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above.

COUNTY OF WAYNE

By: _____, Chairman
Board of Supervisors

TOWN OF SODUS

By: Scott Johnson
Scott Johnson, Supervisor

State of New York)

ss.:

County of Wayne)

On this 30th day of January, 2025, before me personally came Scott E Johnson
Supervisor to me known, who, being by me duly sworn, did depose and say that he resides in
the Town of Huron, Wayne County, New York; that he is the Chairman of the Board of Supervisors for the Sup
County of Wayne, the municipal corporation described in and which executed the foregoing instrument, and that
he signed his name thereto by authority of the Board of Supervisors of the County of Wayne.

[Signature]
Notary Public

State of New York)

ss.:

County of Wayne)

On the 30th day of January, 2025, before me, the undersigned, a Notary Public and for
said State, personally appeared came Supervisor Scott E Johnson, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

LORRAINE KAY DIVER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D16222330
Qualified in Wayne County
My Commission Expires May 24, 2028

EXHIBIT

A

WAYNE COUNTY HIGHWAY DEPARTMENT
2025 TOWN SNOW REMOVAL RATES

Town	2025 Payment/ Trip
Arcadia	\$2207.15
Butler	\$1327.41
Galen	\$1876.32
Huron	\$2015.90
Lyons	\$1371.17
Macedon	\$1528.88
Marion	\$1603.41
Ontario	\$1747.09
Palmyra	\$1277.85
Rose	\$1164.76
Savannah	\$1234.59
Sodus	\$2989.89
Walworth	\$1264.23
Williamson	\$2001.72
Wolcott	\$1595.15

Note: A trip is considered the effort required to plow and treat all of the County road mileage within each Town.

Schedule A

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to authorize Supervisor Scott Johnson to sign this agreement and to adopt this resolution (09 01-2025) was seconded by Councilperson Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, aye; Don Ross, absent; Chris Tertinek, aye; and Dale Pickering; aye and Cathy Willmott, aye. Resolution Adopted.

Motion by Councilmember Chris Tertinek to enter Executive Session regarding medical, financial, credit or employment history of a particular person or corporation or relating to appointment promotion demotion discipline or removal was seconded by Councilmember Cathy Willmott. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye, Don Ross, absent; Chris Tertinek, aye and Dale Pickering, aye and Cathy Willmott, aye. Motion carried.

Time 4:17 PM

Motion by Councilmember Dale Pickering to exit out of Executive Session and to enter Regular Session was seconded by Councilmember Cathy Willmott. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye, Don Ross, absent; Chris Tertinek, aye and Dale Pickering, aye and Cathy Willmott, aye. Motion carried.

Time 5:16 PM

Councilperson Chris Tertinek motioned to adjourn the Town Board Meeting was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye, Don Ross, absent; Chris Tertinek, aye and Dale Pickering, aye and Cathy Willmott, aye. Motion carried.

Time: 5:16 PM

Minutes Written By:

Lori K. Diver

Sodus Town Clerk, RMC

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
32	DEHAVEN'S NU-LOOK CONST. 112/BILCO DOOR BEECHWOOD	A7110.48	1,545.00	3778	01/23/2025
33	SODUS POINT 2025 ANNUAL CONTRIBUTION	A6410.41	1,500.00		
34	SODUS GO-GETTERS 2025 ANNUAL CONTRIBUTION	A6772.41	2,250.00		
35	SODUS GO-GETTERS 2025 ARPA CONTRIBUTION	A6772.481	2,250.00		
36	FB VERSCHOOT MEMORIAL POST 2025 ANNUAL CONTRIBUTION	A6510.4	3,000.00		
37	FB VERSCHOOT MEMORIAL POST 2025 ARPA CONTRIBUTION	A6510.48	2,000.00		
38	WAYNE CO. AGING & YOUTH 2025 ANNUAL CONTRIBUTION	A6772.4	3,000.00		
39	WAYNE CO. AGING & YOUTH 2025 ARPA CONTRBUTION	A6772.48	1,000.00		
40	WALLINGTON SCHOOL HOUSE 2025 ANNUAL CONTRIBUTION	A7520.42	1,000.00		
41	WALLINGTON SCHOOL HOUSE 2025 ARPA CONTRIBUTION	A7520.4248	1,500.00		
42	RURAL BAPTIST CEMETERY 2025 ANNUAL CONTRIBUTION	A8810.41	2,000.00		
43	RURAL BAPTIST CEMETERY 2025 ARPA CONTRIBUTION	A8810.48	5,000.00		
44	SODUS BAY HISTORICAL SOCIETY 2025 ANNUAL CONTRIBUTION	A6410.4	2,000.00		
45	SODUS BAY HISTORICAL SOCIETY 2025 ARPA CONTRIBUTION	A6410.48	3,000.00		
46	FRIENDS OF WILLOW PARK 2025 ARPA CONTRIBUTION	A7140.48	5,000.00		
47	ROCHESTER AREA CONST. & HEALTH INSURANCE FEBRUARY 2025	A9060.8	4,125.00		
48	STACIE AVERY 48 BANK MILEAGE @ .70	A1410.4	33.60		
49	WEX BANK FUEL FOR DECEMBER 2024 A-7110.4	A600	58.21		
50	EASTERN SHORE ASSOCIATES AUTO ACQ CHANGES 2024 A1910.4	A600	922.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
51	WAYNE COUNTY HUMAN RESOURCES 2025 WORKERS COMP PREMIUM	A9040.8	11,910.00		
52	WAYNE COUNTY ASSESSORS' ASSOC 2025 ASSESSOR ASSOCIATION DUES	A1355.4	50.00		
53	THERESA RYAN MAGISTRATES MEETING	A1110.4	30.00		
54	COSTICH ENGINEERING, DPC BEECHWOOD GRANT PROFESSIONAL SVC'S	A600	2,375.00		
55	HUMANE SOCIETY OF WAYNE COUNTY DECEMBER 2024 DOGS A3510.4	A600	90.00		
56	WAYUGA PRINTING & PUBLISHING 8EE07361-0026/LEGAL NOTICE BOARD MEETINGS	A1010.4	141.21		
56	WAYUGA PRINTING & PUBLISHING 8EE07361-0025/LEGAL NOTICE HIGHWAY BID	A5010.4	43.88		
56	WAYUGA PRINTING & PUBLISHING 6432/2024 CHRISTMAS PARADE A7550.4	A600	400.00		
56	WAYUGA PRINTING & PUBLISHING 8EE07361-0023/LEGAL NOTICE TAXES 2024 A1330.4	A600	64.52		
56	WAYUGA PRINTING & PUBLISHING 8EE07361-0024/LEGAL NOTICE TAXES 2024 A1330.4	A600	61.07		
57	ALTERNATIVE TECHNOLOGY LLC 1743/COURT IT SERVICE	A1110.4	65.00		
57	ALTERNATIVE TECHNOLOGY LLC 1745/ANNUAL ANTIVIRUS	A1220.4	390.00		
57	ALTERNATIVE TECHNOLOGY LLC 1747/ANNUAL ANTIVIRUS	A1355.4	78.00		
57	ALTERNATIVE TECHNOLOGY LLC 1744/ANNUAL IDRIVE SUBSCRIPTION	A1620.4	398.00		
57	ALTERNATIVE TECHNOLOGY LLC 1746/ANNUAL ANTIVIRUS	A5132.4	39.00		
58	LYONS NATIONAL BANK 0568/RECREATION SUPPLIES 2024 A7310.4	A600	88.94		
58	LYONS NATIONAL BANK 4630/BUSINESS CARDS 2024 A1220.4	A600	113.99		
58	LYONS NATIONAL BANK 4655/NYS ASSESSOR ASSOC. 2024 A1355.4	A600	200.00		
59	CHARTER COMMUNICATIONS 142339301010725/DIGITAL ADAPTER	A1620.4	35.30		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
60	LAKE COUNTRY DISTRIBUTING 648899/WATER MUNICIPAL BLD.	A1620.4	21.00		
61	ROCHESTER GAS AND ELECTRIC 2002-7887-429/BEECHWOOD GARAGE	A7110.45	217.15		
62	ROCHESTER GAS AND ELECTRIC 2003-2792-853/CEMETERIES	A8810.4	40.67		
63	ROCHESTER GAS AND ELECTRIC 2003-1838-277/HIGHWAY BARN	A5132.4	1,813.72		
64	ES FIRE SUPPRESSION SYSTEMS 16366/SPRINKLER INSPECTION	A5132.4	300.00		
65	MARTIN BUILDERS ENT. LLC 7759/REPAIR OVERHEAD DOOR TRIM	A5132.4	236.52		
66	FINGER LAKES COMMUNICATION CO 5678/GARAGE DESKTOP MOBILE MICROPHONE	A5132.4	127.88		
67	CHARTER COMMUNICATIONS 141749001011425/MUNICIPAL INTERNET	A1620.4	329.96		
68	CHARTER COMMUNICATIONS 142290201011425/RECEIVER	A5132.4	9.99		
68	CHARTER COMMUNICATIONS 144718501011425/INTERNET	A5132.4	109.99		
Total:			60,964.60		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - OUTSIDE VILLAGE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
47	ROCHESTER AREA CONST. & HEALTH INSURANCE FEBRUARY 2025	B9060.8	1,375.00		
51	WAYNE COUNTY HUMAN RESOURCES 2025 WORKERS COMP PREMIUM	B9040.8	1,236.00		
56	WAYUGA PRINTING & PUBLISHING 68B2FFD1-0022/LEGAL NOTICE PLANNING BOARD	B8020.4	43.18		
57	ALTERNATIVE TECHNOLOGY LLC 1742/CODE IT SERVICE	B3620.4	65.00		
57	ALTERNATIVE TECHNOLOGY LLC 1748/ANNUAL ANTIVIRUS	B3620.4	78.00		
Total:			2,797.18		

TOWN OF SODUS
Abstract of Unaudited Vouchers
CM1 - PARKS

Total Claims: \$573,987.64 01/30/2025 Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
3	LYONS NATIONAL BANK CAMERAS 2024 CM1-7110.461	CM1-600	947.04		
Total:			947.04		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
18	ROCHESTER AREA CONST. & HEALTH INSURANCE FOR FEBRUARY 2025	DA9060.8	9,625.00		
19	WAYNE COUNTY HUMAN RESOURCES 2025 WORKERS COMP PREMIUM	DA9040.8	3,774.00		
20	WEX BANK FUEL DECEMBER 2024-DA5130.4	DA600	767.18		
21	NAPA AUTO PARTS 286991/PARTS	DA5130.4	43.11		
22	ADVANCE AUTO PARTS MULTIPLE/PARTS (2024 DA5130.4)	DA600	470.48		
23	MS EQUIPMENT SALES, INC 50656/PARTS	DA5130.4	255.08		
24	FEATHERLY'S GARAGE LLC 57406/PARTS (2024 DA5130.4)	DA600	56.92		
24	FEATHERLY'S GARAGE LLC 57436/PARTS (2024 DA5130.4)	DA600	70.20		
25	MARTIN TRUCK SERVICE 10534/PARTS-TRUCK # 3	DA5130.4	35.97		
26	E & V ENERGY CORP 23536/720 GALLONS DIESEL @ 2.8625	DA5130.4	2,061.00		
26	E & V ENERGY CORP 26785/400 GALLONS DIESEL @ 2.8836	DA5130.4	1,153.44		
26	E & V ENERGY CORP 514007/271.1 GALLONS DIESEL @ 2.9868	DA5130.4	809.72		
27	PLASSCHE LUMBER CO INC 429330/PARTS	DA5130.4	6.99		
28	REGIONAL INTERNATIONAL CORP 011241215P/PARTS	DA5130.4	952.29		
28	REGIONAL INTERNATIONAL CORP 011241212P/PARTS	DA5130.4	755.64		
28	REGIONAL INTERNATIONAL CORP 022220566P/PARTS-TRUCK # 3	DA5130.4	176.41		
29	EAGLE WELDING & MACHINE LLC 1556/PARTS	DA5130.4	88.50		
30	LAWSON PRODUCTS INC 9312146091/PARTS	DA5130.4	326.96		
31	DECKMAN OIL CO 800825/SUPPLIES	DA5130.4	1,048.88		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
32	AMERICAN ROCK SALT COMPANY,LLC 0784386/BULK ICE CONTROL SALT	DA5142.4	7,637.76		
32	AMERICAN ROCK SALT COMPANY,LLC 0782317/BULK ICE CONTROL SALT	DA5142.4	15,466.88		
32	AMERICAN ROCK SALT COMPANY,LLC 0783863/BULK ICE CONTROL SALT	DA5142.4	5,893.16		
32	AMERICAN ROCK SALT COMPANY,LLC 0778293/BULK ICE CONTROL SALT	DA5142.4	3,992.56		
32	AMERICAN ROCK SALT COMPANY,LLC 0770613/BULK ICE CONTROL SALT	DA5142.4	1,661.40		
32	AMERICAN ROCK SALT COMPANY,LLC 0784950/BULK ICE CONTROL SALT	DA5142.4	2,072.20		
33	HYDRAULICS PLUS LLC 3528/PARTS	DA5130.4	884.43		
33	HYDRAULICS PLUS LLC 3606/PARTS	DA5130.4	34.74		
33	HYDRAULICS PLUS LLC 3632/PARTS	DA5130.4	1,511.79		
33	HYDRAULICS PLUS LLC 3613/PARTS	DA5130.4	9.45		
34	TORQUE AUTO 18265/PARTS	DA5130.4	57.12		
34	TORQUE AUTO 18221/PARTS	DA5130.4	23.08		
34	TORQUE AUTO 18227/PARTS	DA5130.4	8.16		
35	TRACEY ROAD EQUIPMENT INC X105124186:01/PARTS-TRUCK # 3	DA5130.4	191.87		
35	TRACEY ROAD EQUIPMENT INC X105124545:01/PARTS	DA5130.4	469.13		
36	WILLIAMSON AUTOMOTIVE 2025-11/NYS INSPECTION	DA5130.4	20.00		
37	SOUTHWORTH-MILTON CAT INV3464703/PARTS	DA5130.4	347.43		
38	CHEMUNG SUPPLY CORP 034496/PARTS	DA5142.4	1,026.50		
39	LUBRICATION ENGINEERS INC. IN544515/SERVICE	DA5130.4	194.60		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
40	EAGLE WELDING & MACHINE LLC 1598/REPAIR	DA5130.4	1,265.00		
41	NAPA AUTO PARTS 121774/PARTS	DA5130.4	73.86		
42	TORQUE AUTO 18350/PARTS-2011 FORD F250	DA5130.4	135.13		
Total:			65,454.02		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - OUTSIDE VILLAGE

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
19	WAYNE COUNTY HUMAN RESOURCES 2025 WORKERS COMP PREMIUM	DB9040.8	3,774.00		
Total:			3,774.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
VILLAGE OF SODUS FD

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
1	VILLAGE OF SODUS-FIRE DEPT. 2025 SODUS FIRE DEPT. RURAL PROTECTION	SF1-3410.4	35,000.00		
Total:			35,000.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
SODUS CENTER FIRE DISTRICT

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
2	SODUS CENTER FIRE DEPT. 2025 RURAL FIRE PROTECTION	SF2-3410.4	25,000.00		
2	SODUS CENTER FIRE DEPT. 2025 DISTRICT TAXES	SF2-3410.4	61,062.00		
Total:			86,062.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
WALLINGTON FIRE DISTRICT

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
3	WALLINGTON FIRE DISTRICT 2025 RURAL FIRE PROTECTION	SF3-3410.4	57,300.00		
3	WALLINGTON FIRE DISTRICT 2025 DISTRICT TAXES	SF3-3410.4	35,900.00		
4	WALLINGTON FIRE DISTRICT 2025 ARPA CONTRIBUTION	SF3-3410.48	22,000.00		
Total:			115,200.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
ALTON FIRE DISTRICT

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
5	ALTON FIRE DISTRICT 2025 DISTRICT TAXES	SF4-3410.4	20,455.00		
5	ALTON FIRE DISTRICT 2025 RURAL FIRE PROTECTION	SF4-3410.4	38,000.00		
Total:			58,455.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
VILLAGE OF SODUS POINT FD

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
6	VILLAGE OF SODUS POINT-FIRE 2025 FURAL FIRE PROTECTION	SF5-3410.4	39,000.00		
Total:			39,000.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
SPECIAL DISTRICT REGIONAL TANK

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
1	WAYNE COUNTY WATER & SEWER 2025 DEBT SERVICE -REGIONAL TANK	SRT8340.4	79,756.00		
Total:			79,756.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
TRUST & AGENCY

Total Claims: \$573,987.64

01/30/2025

Number 002

Voucher #	Claimant	Account #	Amount	Check	Date
1	TOWN OF MARION 2025 DEBT SERVICE-OWL'S NEST WD	TA85	18,260.00		
1	TOWN OF MARION 2025 DEBT SERVICE-OWL'S VACANT	TA85	270.00		
1	TOWN OF MARION 2025 DEBT SERVICE-STEEL POINT WD	TA85	4,905.00		
1	TOWN OF MARION 2025 DEBT SERVICE-STEEL POINT VACANT	TA85	20.00		
2	ROCHESTER AREA CONST. & HEALTH INSURANCE FEBRUARY 2025	TA20	2,663.44		
3	EXCELLUS HEALTH PLAN DENTAL INSURANCE FEBRUARY 2025	TA20	459.36		
Total:			26,577.80		

Office of the New York State Comptroller
NYSLRS
 New York State and Local Retirement System
 110 State Street, Albany, New York 12244-0001
 Please type or print clearly
 in blue or black ink

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

30434

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev. 12/23)

BE IT RESOLVED, that the TOWN OF SODUS / 30434 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
SCOTT JOHNSON			TOWN SUPERVISOR	1/1/24-12/31/27	6	3.34	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
LORRAINE DIVER		R12146175	TOWN CLERK	1/1/24-12/31/27	7	22.91	<input type="checkbox"/>	BIWEEKLY	<input type="checkbox"/>
JARED LAIRD		R11438238	HWY SUPERINTENDENT	1/1/24-12/31/27	8	28.18	<input type="checkbox"/>	BIWEEKLY	<input type="checkbox"/>
Appointed Officials:									
JAY DEWISPELEARE			TOWN JUSTICE	1/1/24-12/31/24	6	14.8	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, LORRAINE DIVER, secretary/clerk of the governing board of the TOWN OF SODUS, of the State of New York,
 (Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 30th day of January, 2025 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the TOWN OF SODUS on this 30th day of January, 2025,
 (Signature of Secretary or Clerk) (Name of Employer)

Affidavit of Posting: I, LORRAINE DIVER, being duly sworn, deposes and says that the posting of the Resolution began on January 30, 2025 and continued for at least 30 days. That the Resolution was available to the public on the:
 (Date)

☐ Employer's website at: sodus.sodusny.gov

☒ Official sign board at: Town of Sodus 14-16 Will St. Sodus, NY 14551

☒ Main entrance Secretary or Clerk's office at: 14-16 Will St. Sodus, NY 14551 Page 1 of 2 (for additional rows, attach a RS 2417-B form.)

(seal)

Office of the New York State Comptroller
 **NYSLRS**
 New York State and Local Retirement System
 110 State Street, Albany, New York 12244-0001

Please type or print clearly
 in blue or black ink

Employer Location Code

3 0 4 3 4

Received Date

**Standard Work Day and Reporting
 Resolution for Elected and
 Appointed Officials Continuation Form**

RS 2417-B

(Rev. 04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
ROBERT FRATANGELO		R11546036	TOWN JUSTICE	1/1/23-12/31/26	6	10.42	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
CHRISTIAN TERTINEK		R11059778	COUNCILMAN	1/1/24-12/31/27	6	2.43	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DAVID LEROY		R10682767	COUNCILMAN	1/1/23-12/31/26	6	0.71	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DALE PICKERING		R11760606	COUNCILMAN	1/1/24-12/31-27	6	2.67	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
DON ROSS		R10052212	COUNCILMAN	1/1/23-12/31/26	6	1.48	<input type="checkbox"/>	MONTHLY	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

Employer: TOWN OF SODUS

Location Code: 30434

Page 2 of 2 (use with form RS 2417-A)

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to adopt this resolution (07 01-2025) was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; Don Ross, absent; Chris Tertinek, aye; and Dale Pickering; aye and Cathy Willmott, aye. Resolution Adopted.

AGREEMENT

This Agreement is made effective the 1st day of January 2025, between the Town of Sodus (the "Town"), 14-16 Mill St., Sodus, NY 14551, and Knauf Shaw LLP, 100 South Clinton Avenue, Suite 2600, Rochester, New York 14604. The parties agree as follows:

1. Knauf Shaw LLP shall be attorneys for the Town from January 1, 2025 to December 31, 2025.

2. The Town shall pay Knauf Shaw LLC \$1,327 per month for general legal representation, including matters such as advice on municipal and zoning matters, drafting and filing of laws and ordinances, attendance at Town Board meetings, negotiation of claims, assistance in SEQRA proceedings, and occasional attendance at Zoning Board of Appeals, Planning Board, and other meetings when necessary under the circumstances.

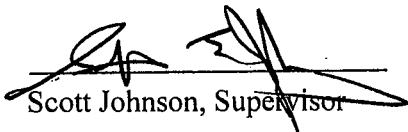
3. Representation of the Town in civil and criminal litigation (other than review of cases handled by other attorneys), zoning and planning matters (including cell towers and wind projects) for which the Town charges back services or obtains funding, major code revisions and major projects such as new water or sewer facilities, large developments, Local Waterfront Revitalization Plans or grants will be provided by Knauf Shaw LLP at the request of the Town at the rate of \$300 per hour for senior partners, \$280 per hour for junior partners, \$220 per hour for associates, and \$125 per hour for paralegals/law clerks. If a separate agreement is made for those services (such as an agreement for legal services for a Water District), it will supersede the terms of this Agreement.

4. The Town shall reimburse Knauf Shaw LLP for all of their out-of-pocket expenses and disbursements directly related to services they provide to the Town, including travel expenses, photocopying, and filing fees.

5. The parties will submit any dispute between them over fees to arbitration, pursuant to Part 137 of the Rules of the Chief Administrator of the New York Unified Court System. The Town acknowledges that it is familiar with and consent to the official written instruction and procedures for Part 137, which are available from Knauf Shaw LLP or on the Internet at the New York State Courts web site at: <http://www.courts.state.ny.us/rules/chiefadmin/137.shtml>.

6. A statement of the rights and responsibilities of the Town as a client is attached and is incorporated by reference.

TOWN OF SODUS


Scott Johnson, Supervisor

KNAUF SHAW LLP


Amy K. Kendall, Partner

Statement of Client's Rights

(Effective April 15, 2013 by Joint Order of the Appellate Division of the Supreme Court)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes and other documents.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable request for information, including your request for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is your and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communication with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Statement of Client's Responsibilities

(Information Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believed that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All the bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminated the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.