

Regular Town Board Meeting  
**Sodus Town Board Agenda**  
April 9, 2024  
6:00 PM

**Open with Pledge Allegiance**

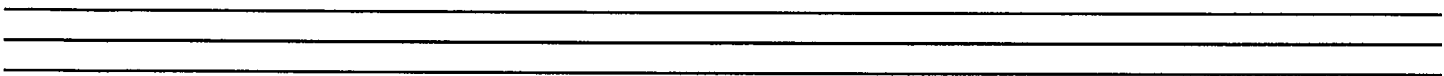
Roll Call: *(Lori Diver)*

Supervisor Johnson, Councilperson LeRoy, Councilperson Ross, Councilperson Tertinek, Councilperson Pickering  
**AGENDA:**

**Public Speakers:**

Frank Gahr-Code Enforcement Officer Vernon  
Lemcke-7441 Ridge Rd. property

**Public Comments:**



**Minutes:**

**Motion to file the following minutes:**

- March 12, 2024 Regular Town Board Meeting (Supervisor Scott Johnson must abstain-absent)
- March 28, 2024 Month End Town Board Meeting

• **Supervisor’s Report**

• **Town Clerk’s Report**

• **Tax Collection Report**

• **Resolution to approve Abstract #5-2024**

**1. Public Works Committee: Councilperson David LeRoy**

(Highway, Drainage)

- Motion to file Highway Superintendent’s Report-Jared Laird

**2. Buildings and Grounds Committee: Councilperson Chris Tertinek**

(Town Property, Animal Control, Code Enforcement, Flood Damage)

- Motion to file Code Enforcement Report – Frank Gahr
- Motion to file Dog Control Officer Reports– Robert Snyder & Kyle Kephart
- Flood Damage Prevention -- Chris Tertinek

**3. Recreation/Assessor’s Office: Councilperson Dale Pickering**

(Recreation, Assessor)

- Motion to file Sodus Recreation Report-Paulina Anderson
- Motion to file Assessor’s Report – Nathan Mack

**4. Public Safety Committee: Councilperson Don Ross**

(Fire, Ambulance, Emergency Preparedness - WC, Water Authority - WC)

**5. Town Hall Committee: Supervisor Scott Johnson**

(Personnel, Town Council, Court, Assessor, Building Inspector, Boards/Committees, Insurances, Finance, Environmental)

- Motion to file Camp Beachwood/Sodus Groundskeeper Report – Sal Vittozzi

**Correspondence & Information**

1. Discussion/possible decision regarding EGS Advanced Energy Solutions, Inc.  
First \_\_\_\_\_ Seconded \_\_\_\_\_
  
2. Resolution authorizing Supervisor Scott Johnson to sign Barton and Loguidice 2024-2026 Annual Post-Closure Monitoring Program and enter into agreement.  
First \_\_\_\_\_ Seconded \_\_\_\_\_
  
3. Discussion/decision regarding adopting Town of Sodus Highway Driveway Culvert Installation and Yard Culvert Installation permit fee policy (Jared Laird).  
*Note: example of fees associated with culvert work were sent via email of Wayne County Highway Department's Permit Fee Work Sheet for reference.*  
First \_\_\_\_\_ Seconded \_\_\_\_\_
  
4. 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 \_\_\_\_\_
  
5. Motion to exit out of Executive Session and enter back into regular session.  
First \_\_\_\_\_ Seconded \_\_\_\_\_  
Time \_\_\_\_\_
  
6. Motion to adjourn.  
First \_\_\_\_\_ Seconded \_\_\_\_\_ Time \_\_\_\_\_

**MINUTES**

Minutes of the Regular Town Board Meeting April 9, 2024 held in person at the Town of Sodus courtroom 14-16 Mill St. Sodus, NY.

All meetings are open to the public.

Present: Scott Johnson, Supervisor  
David LeRoy Councilperson/Deputy Supervisor  
Don Ross, Councilperson  
Chris Tertinek, Councilperson  
Dale Pickering, Councilperson

Recording Secretary: Lori Diver, Town Clerk

Absent: N/A

Others Present: Bree Crandell, Supervisor Clerk  
Frank Gahr, Code Enforcement Officer  
Jared Laird, Highway Superintendent  
Amy Kendall, Town Attorney  
Robert Snyder, DCO  
Kyle Kephart, Backup-DCO  
Paulina Anderson, Recreation Director  
Vernon Lemcke, 7441 Ridge Rd. property  
Dave Fitch, T/Sodus resident

Supervisor Scott Johnson called the Regular Town Board Meeting to order commencing at 6:00 PM with the Pledge of Allegiance and Lori Diver opened with roll call. All members were present.

**PUBLIC SPEAKERS:**

*(Vernon Lemcke – 7441 Ridge Rd.)*

Vernon Lemcke came before the board to ask for more time for cleanup on his property of 7441 Ridge Rd of the building he is in the process of removing. He was informed that time has well exceeded for him to cleanup up the building structure. Frank Gahr explained, that he received two quotes and was waiting on a third. He passed out two quotes for the Town Board to review. It will be about two weeks before he can get a contractor to start the project of removal. Frank advised Lemcke he has two weeks to have it all removed or the Town will move forward with hiring someone to remove it.

*(Note: Quotes made available are at the end of the Minutes as attachments).*

For record of the Minutes regarding the junk on the property; further action is in the process of being pursued legally with the Town of Sodus at a higher court level against Lemcke.

**PUBLIC COMMENTS:**

*(Dave Fitch-Town of Sodus Resident)*

Dave Fitch offered the original biking trail map developed for Camp Beechwood if Supervisor Scott Johnson needs it for reference.

MINUTES

Minutes from March 12, 2024 was presented. Councilperson Dave LeRoy motioned to file these Minutes, which was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, abstain; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Minutes from March 28, 2024 was presented. Councilperson Chris Tertinek motioned to file these Minutes, which was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

SUPERVISOR'S REPORT

The Supervisor's monthly report was presented for March 2024. Councilperson David LeRoy motioned to file this report, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

TOWN CLERK'S REPORT

The Town Clerk's Report, Town Clerk's bank statement for audit and bank register for March 2024 were presented.

Councilperson Don Ross motioned to file this report was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Note: bank statement and bank register are listed in detail with Town Clerk cash book for 2024. For security reasons and confidentiality, it cannot be published in Minutes.

TAX COLLECTION REPORT

The Tax Collection Report, Tax Collector bank statement for audit and bank register for March 2024 were presented. Councilperson Dale Pickering motioned to file this report, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Note: bank statement and bank register are listed in detail with Tax Collection cash book for 2024. For security reasons and confidentiality, it cannot be published in Minutes.

ABSTRACT

RESOLUTION TO PAY ABSTRACT NO. 07

(01 04-2024)

**WHEREAS**, the following bills were presented for payment on Abstract 07:

General	163-172	\$	7,142.13
Highway	085-094	\$	31,302.03
Special District	010-010	\$	1,004.19
<b>GRAND TOTAL:</b>		<b>\$</b>	<b>39,448.35</b>

**NOW BE IT RESOLVED**, Councilperson David LeRoy motioned to approve payment of these bills as reviewed for Abstract No. 07, which was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson,

aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye.  
Motion carried. Resolution Adopted.

**PUBLIC WORKS COMMITTEE:** *Councilperson David LeRoy, Chair*  
*(Highway, Drainage - Deputy Town Supervisor)*

**HIGHWAY REPORT:**

(Jared Laird - Highway Superintendent)

Councilperson Dale Pickering motioned to file the monthly March 2024 Highway report was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Highway Superintendent Jared Laird discussed the generator at the Highway Barn. Councilperson Dale Pickering stated the generator that is currently at the barn does not work. A new generator is needed.

**BUILDINGS AND GROUNDS COMMITTEE:** *Councilperson Chris Tertinek, Chair*  
*(Town Property, Animal Control, Flood Damage Prevention)*

**CODE ENFORCEMENT REPORT:**

Frank Gahr- CEO

Councilperson Dale Pickering motioned to file the monthly March 2024 Code Enforcement report, was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**DOG CONTROL REPORT:**

Robert Snyder, Primary DCO

Kyle Kephart- Secondary DCO

Councilperson Dale Pickering motioned to file Robert Snyder and Kyle Kephart's monthly March 2024 Dog Control report, was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**FLOOD DAMAGE PREVENTION REPORT-Code 69:**

Chris Tertinek, Councilperson

**Lake Level** (ASL = Above Sea Level)

Lake at 245.21 ft ASL at end of March. Up 1.6 inches from the end of the previous month.

At the end of March 2024, about 9 inches lower than at end of March 2023.

At the end of March about 2 inches below the long-time mean level.

Long term forecast for mid-Sep 2024, 243.9 ft ASL. About 2 inch lower than long-time mean level, and about 7 inches below 2023 mid-September.

In addition, Councilperson Chris Tertinek discussed the flood survey study with Jenna Moran Flood Science Center Co-Director and Portfolio Manager for the Association of State Floodplain Managers completed for the Town of Sodus.

**RECREATION-ASSESSOR OFFICE: Councilman Dale Pickering***(Recreation and Assessor's Office)***Recreation Report***(Paulina Anderson-Recreation Director)*

Councilperson Chris Tertinek motioned to file Recreation Director Paulina Anderson's March 2024 Recreation Report, was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**Assessor's Report***(Nathan Mack, Assessor)*

Councilperson David LeRoy motioned to file the monthly March 2024 report from Sole Assessor Nathan Mack was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**PUBLIC SAFETY/DRAINAGE/ENVIRONMENT COMMITTEE: Councilperson Don Ross, Chair (Fire, Ambulance, Emergency Preparedness)**

Councilperson Don Ross gave his committee report. SESA Minutes and the 911 report were sent to everyone via email.

**TOWN HALL COMMITTEE: Scott Johnson, Supervisor***(Personnel, Clerks, Justices, Assessor, Building Inspector, Town Council, Boards, Insurances, Finance-Camp Beechwood)***Camp Beechwood/Sodus Groundskeeper Report***(Sal Vittozzi-Caretaker-Sodus Town Groundkeeper)*

Councilperson Dale Pickering motioned to file the monthly March 2024 Camp Beechwood-Parks & Cemeteries report from Sal Vittozzi, Sodus Town Groundskeeper-Caretaker was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**CORRESPONDENCE & INFORMATION**

Councilperson Don Ross stated the Town still has not received a comparison chart from EGS Advanced Energy Solutions, Inc. The one EGS submitted was not detailed enough for a decision to be made on whether or not to change electric suppliers from RG&E to EGS. The decision is still being tabled.

**RESOLUTION****BARTON AND LOGUIDICE 2024-2026 ANNUAL POST-CLOSURE  
MONITORING PROGRAM**

(02 04-2024)

**FURTHER BE IT RESOLVED**, Councilperson Dale Pickering motioned to adopt this resolution which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Resolution Adopted.

# Barton & Loguidice

March 20, 2024

Mr. Scott Johnson, Supervisor  
Town of Sodus  
14-16 Mill Street  
Sodus, New York 14551

Re: 2024-2026 Annual Post-Closure Monitoring Program  
Town of Sodus Landfill

File: 708.6703

Dear Mr. Johnson:

As a follow-up to the completion of the 2021-2023 Post-Closure Monitoring Program, we have prepared this proposal for the continuation of our services relating to this project for 2024-2026. As you may be aware, the 2003 approved variance monitoring schedule prepared by Barton & Loguidice, P.C. reduced the landfill monitoring from quarterly (four times per year) to annually (once per year). Since the continuance of the variance schedule and associated cost savings are contingent upon long term continuity of data and quality reporting, we have prepared the costs listed below, which are the same as our previously agreed upon costs, for our continual involvement and service on this project.

Our proposed annual monitoring and reporting costs will be \$7,600 with a three year total of \$22,800. As done previously, the work to be performed will include annual groundwater and perimeter landfill gas sampling, landfill cap inspections, laboratory analyses, data quality review, and the preparation of annual summary reports in accordance with the 6NYCRR Part 360 landfill post-closure regulations.

The estimated program cost listed above will not be exceeded without prior written authorization by the Town of Sodus. Although not anticipated, if additional services beyond the scope of work listed above are found to be necessary or requested, a supplemental cost estimate would be prepared for the Town's review and authorization. Invoices will be prepared on a percent complete lump sum basis towards the project. One invoice will be submitted for each annual period once services are commenced. Again, please note that we do not anticipate additional costs or services associated with the work outlined above.

If this proposal is acceptable to the Town of Sodus, then please execute in the space provided below and return a copy of this Letter Agreement to us. This will serve as our notice to proceed with the 2024-2026 Post-Closure Monitoring Program when necessary.



Scott Johnson  
2024-2026 Annual Post-Closure Monitoring Program  
March 20, 2024  
Page 2

Please contact Brian McGrath or me if you have any questions regarding this proposal or any of the post-closure landfill monitoring requirements. It is a pleasure to continue to assist the Town of Sodus with professional engineering and environmental consulting services.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

David R. Hanny, CPESC, CPSWQ, LEED AP  
Vice President

Brian J. McGrath  
Senior Staff Field Scientist

BJM/DRH/tmj  
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Sodus ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Scott Johnson, Supervisor  
Town of Sodus

4-12-2024

\_\_\_\_\_  
Date



**STANDARD TERMS AND CONDITIONS  
for  
PROFESSIONAL CONSULTANT SERVICES  
provided by  
BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances in the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work, or for any decisions regarding, or interpretations or clarifications of, the construction contracts or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78b-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgement, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmission of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement in amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed, plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, in any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Highway Superintendent Jared Laird and the Town Board discussed setting up a policy and form for installing highway driveway and yard culverts on residents' properties. Councilperson David LeRoy, Councilperson Dale Pickering and Highway Superintendent Jared Laird will work on this before presenting it to the Board.

Motion by Councilperson Don Ross 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 was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Time: 6:38 PM

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

Time: 7:17 PM

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

Meeting adjourned at 7:18 PM

Recording Secretary,  
Lori K. Diver  
Sodus Town Clerk, RMC

Note: Reports and other correspondence are attached in the order of motions and resolutions of Minutes.

## MEETING ATTENDANCE SIGN-IN SHEET

Meeting Date:

April 9, 2024

Committee/Board:

Regular Town Board Meeting

Please print clearly your name, company name, and address clearly to assure the correct spelling is in the minutes of this meeting.

1.

Vernon Lemcke

2.

David Fitz

3.

4.

5.

6.

7.

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13.

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18.

19.

20.



# Lancaster Trucking & Excavating Inc.

4209 Pilgrimport Rd.  
 Lyons, NY 14489  
 315-946-4359

# Estimate

Date	Estimate #
3/29/2024	307

*Lemka Quote*

Name / Address
Town of Sodus. 14 Mill St. Sodus, NY 14551

P.O. No.

Description	Qty	Rate	Total
Estimated # of Tons of Debris to Landfill	100	100.00	10,000.00
Estimated # of 30yd Roll Offs filled & hauled to Landfill	12	300.00	3,600.00
JD 130 Excavator w/ Thumb - loading Roll Offs	15	175.00	2,625.00
Labor - handwork	15	65.00	975.00
NOTE: Final Invoice will have True Weights of Debris, # of Roll Offs Used, Machinery Time & Labor			
Thank You for Your Business		<b>Total</b>	\$17,200.00





**HICKORY RIDGE, INC.**  
SCOPE OF WORK

*Email: [Benjamin.Taber@HickoryRidgeInc.com](mailto:Benjamin.Taber@HickoryRidgeInc.com)*

*Phone: (315) 573-8508*

*Mailing Address: 46 Orchard Terrace Sodus NY*

Demo and removal of barn that fell in  
Roof structure removed







# HICKORY RIDGE, INC.

*Email: Benjamin.Taber@HickoryRidgeInc.com*

*Phone: (315) 573-8508*

*Mailing Address: 46 Orchard Terrace Sodus NY*

Proposal date

Tuesday, April 9, 2024

Address: 7441 Ridge Rd

Proposal expiration date

Friday, April 19, 2024

Demolition and removal of all barn debris that fell in	
Roof structure removed	\$ 6,000.00

\_\_\_\_\_  
(Signature of Client)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Signature of Contractor--Officer of Hickory Ridge, Inc.)

\_\_\_\_\_  
(date)



**MONTHLY SUPERVISOR REPORT:**

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me through: MARCH 31, 2024:

Supervisor \_\_\_\_\_ Date 4/1/2024

<b>FUND:</b>		<u>2/29/2024</u>	<u>3/31/2024</u>
A/B	General Cash - Checking	\$1,580,735.46	\$1,411,110.67
			<b>-\$169,624.79</b>
DA/DB	Highway Cash - Checking	\$1,822,733.49	\$2,281,776.97
			<b>\$459,043.48</b>
SW11	Water District 11 Cash - Checking	\$43,330.14	\$66,145.14
			<b>\$22,815.00</b>
SW20	South Geneva WD Cash - Checking	\$39,794.11	\$46,279.11
			<b>\$6,485.00</b>
SW	Water Debt Service Cash - Checking	\$215,923.93	\$141,926.43
			<b>-\$73,997.50</b>
HB	Capital Projects Cash - Checking	\$29,334.86	\$966.88
			<b>-\$28,367.98</b>
TA	Trust & Agency Cash - Checking	\$37,545.40	\$37,425.28
			<b>-\$120.12</b>



<b>FUND:</b>		<b>2/29/2024</b>	<b>3/31/2024</b>
	<b>Fire Districts</b>		
SF1	Village of Sodus	\$0.00	\$0.00
SF2	Sodus Center Fire District	\$0.00	\$0.00
SF3	Wallington Fire District	\$0.00	\$0.00
SF4	Alton Fire District	\$0.00	\$0.00
SF5	Village of Sodus Point	\$0.00	\$0.00
SF6	Rural Fire Protection	\$0.00	\$0.00
SF7	Rural Hydrant	\$0.00	\$0.00
	Cash - Checking	\$300.00	\$300.00
		<b>\$300.00</b>	<b>\$300.00</b>
			<b>\$0.00</b>
	<b>Lighting Districts</b>		
SL1	Alton Lighting	\$13,477.26	\$12,967.69
SL2	Sodus Center Lighting	\$28,813.96	\$28,566.04
SL3	Wallington Lighting	\$10,559.57	\$10,284.20
		<b>\$52,850.79</b>	<b>\$51,817.93</b>
			<b>-\$1,032.86</b>
	<b>Total All Funds</b>	<b>\$3,822,548.18</b>	<b>\$4,037,868.53</b>
			<b>\$215,320.35</b>



# TOWN CLERK'S MONTHLY REPORT

TOWN OF SODUS, NEW YORK

MARCH, 2024

TO THE SUPERVISOR:

PAGE 1

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

A1255	2	DECALS	1.66	
	1	MARRIAGE LICENSES NO. 24002 TO 24002	17.50	
		<b>TOTAL TOWN CLERK FEES</b>		<b>19.16</b>
<hr/>				
A1550	4	DOG IMPOUNDMENTS	40.00	
		<b>TOTAL A1550</b>		<b>40.00</b>
<hr/>				
A1689	49	REGISTRAR FEES	490.00	
		<b>TOTAL A1689</b>		<b>490.00</b>
<hr/>				
A1789	2	EZ-PASS THRU-WAY TAGS	50.00	
		<b>TOTAL A1789</b>		<b>50.00</b>
<hr/>				
A2544	111	DOG LICENSES	2,112.50	
		<b>TOTAL A2544</b>		<b>2,112.50</b>
<hr/>				
A2655	2	MISC	200.00	
		<b>TOTAL A2655</b>		<b>200.00</b>
<hr/>				
B1689	1	GENEALOGICAL	11.00	
		<b>TOTAL B1689</b>		<b>11.00</b>
<hr/>				
B2555	20	BUILDING PERMITS	4,236.40	
		<b>TOTAL B2555</b>		<b>4,236.40</b>
<hr/>				
B2590	4	SEPTIC	400.00	
		<b>TOTAL B2590</b>		<b>400.00</b>
<hr/>				
B2770	1	SUBDIVISION	300.00	
	1	VARIANCES	100.00	
		<b>TOTAL B2770</b>		<b>400.00</b>
<hr/>				
CM2089	4	PARK FEES	105.00	
		<b>TOTAL CM2089</b>		<b>105.00</b>

*Reimbursed w/ CEC*

*Reimbursed w/ CEC*

*Reimbursed w/ CEC*

*Reimbursed w/ CEC*

**TOWN CLERK'S MONTHLY REPORT**

MARCH, 2024

page 2

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CM2705

1

BEECHWOOD DONATIONS

100.00

**TOTAL CM2705**

**100.00**

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**TOWN CLERK'S MONTHLY REPORT**

MARCH, 2024

page 3

**DISBURSEMENTS**

PAID TO SUPERVISOR FOR GENERAL FUND	2,911.66
PAID TO SUPERVISOR FOR PART TOWN FUND	5,047.40
PAID TO SUPERVISOR CAMPING FEES	205.00
PAID TO NYS DEC FOR DECALS	28.34
PAID TO NYS ANIMAL POPULATION CONTROL FUND	257.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
<b>TOTAL DISBURSEMENTS</b>	<b>8,471.90</b>

#1448

Balance  
#3-2024

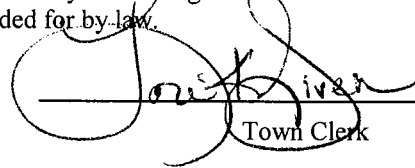
APRIL 1, 2024

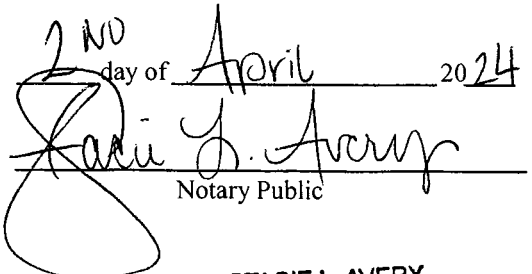
  
 \_\_\_\_\_, SUPERVISOR  
 SCOTT JOHNSON

**STATE OF NEW YORK, COUNTY OF WAYNE, TOWN OF SODUS**

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

Subscribed and sworn to before me this

  
 \_\_\_\_\_  
 Town Clerk

2<sup>ND</sup> day of April 2024  
  
 \_\_\_\_\_  
 Notary Public

**STACIE L. AVERY**  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Qualified in Wayne County  
 Reg. No. 01AV6386317  
 My Commission Expires Jan. 22, 2027



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Town of Sodus  
Code Enforcement Report

2024

CODE	PERMITS	Issued	Construction Cost	Fees Collected
R1	Habitable Res. Buildings	2	\$600,000.00	\$2,038.10
RM1	MH (single wide same footprint) replacement			\$0.00
RM2	MH (double wide)			
R2	Additions and Attached Garages	2	\$318,000.00	\$536.50
R3	Enclosed Decks and Porches			
R4	Renovations and Remodeling			
D1	Covered Decks			
D2	Open Decks and Ramps	1	\$3,000.00	\$50.00
D3	Steps and Landings	1	\$9,500.00	\$50.00
R5	Foundation & Foundation Repairs			\$0.00
R6	Prefabricated Buildings < 150sf	2	\$3,691.25	\$40.00
R7	Sheds & Utility Buildings <400sf	1	\$10,000.00	\$50.00
R8	Pole Barns & Storage Build. 400sf - 749sf			\$0.00
R9	Pole Barns & Storage Building > 749sf	2	\$61,800.00	\$692.80
R10	Pole Barns & Storage Build. Additions			
R11	Garages (detached)			
R12	Leen Toos	1	\$1,500.00	\$44.00
R13	Signs			
R14	Inground Pool			\$0.00
R15	Above Ground Pool			\$0.00
R16	Hot Tub			\$0.00
RW	Windmills			\$0.00
RS	Solar Array	1	\$25,867.00	\$85.00
RG	Geothermal			\$0.00
A1	Labor Camps and Migrant Housing			
AM	Mobile Homes (single wide)	1	\$30,000.00	\$300.00
AM1	MH (single wide same footprint) replacement			\$0.00
AM2	MH			
A2	Housing Additions			
A3	Garages (detached)			
A4	Building Additions			
A5	Sheds & Utility Buildings < 400sf			\$0.00
A6	Pole Barns & Storage Build. 400sf - 750sf			\$0.00
A7	Pole Barns & Storage Build. > 750sf			
A8	Leen Toos			
A9	Signs			
AW	Windmills Capped at \$2,000.00			
AS	Solar Array			
AG	Geothermal			\$0.00
WR1	Boat House			
WR2	Dock (Permanent)			\$0.00
WR3	Mooring			\$0.00
WR4	Deicer			\$0.00
WR5	Coastal Erosion Revetment (res.& ag.)			\$0.00
WC6	Coastal Erosion Revetment (commercial)			\$0.00
WR7	Flood Plain			\$0.00



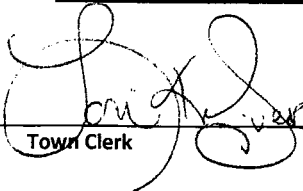
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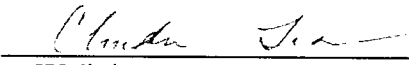
Town of Sodus  
Code Enforcement Report

2024

CODE	PERMITS	Issued	Construction Cost	Fees Collected
C1	Building Permit			
C2	Additions			
C3	Renovations & Remodeling			
C4	Air Conditioner Condenser			\$0.00
C5	Boiler			\$0.00
C6	Sheds & Utility Buildings			
C7	Standby Generator			\$0.00
C8	Handicapped Accessibility			\$0.00
C9	Signs			
C10	Telecommunication Towers			\$0.00
CW	Windmills Capped at \$2,000.00			
CS	Solar Array			
CG	Geothermal			\$0.00
S2	Septic Replacement			\$0.00
S3	Septic Repair			\$0.00
S4	Septic New Install	3	\$26,200.00	\$300.00
G1				\$0.00
G2				\$0.00
G3				\$0.00
G4				\$0.00
G5				\$0.00
G6				\$0.00
G7		2	\$29,700.00	\$100.00
G8		2	\$8,305.00	\$100.00
G9				\$0.00
G10		1	\$7,000.00	\$50.00
G11				
G12				\$0.00
G13		3	\$0.00	\$0.00
G14				\$0.00
<b>TOTALS:</b>		<b>25</b>	<b>\$1,134,563.25</b>	<b>\$4,436.40</b>
Permit Inspections - 44				
APP	Applications	2	Planning/ZBA	\$400.00
OP	Operating Permits	1	Inspection/Issued	\$200.00
01	Fire Safety		Inspections	\$0.00
02	Septic	2	Inspections	\$200.00
03	Truss		Inspections	\$0.00
04	Special Use Permit Renewal		Inspections	
05	CEO Onsite Consultation		Inspections	\$0.00
06	C of O		Inspections	
	Condemned Buildings	3	Non-Compliant	
	C of C	10	Compliant	
	Appearance Tickets		Certified Mail	
	Property Maintenance Letters	7	Certified Mail	
	Septic Transfers	2	Mailed	
	Septic CofC	2	Compliant	
	Septic Fail	1	Non-Compliant	
<b>TOTALS:</b>		<b>30</b>		<b>\$800.00</b>

Balance Total: \$5,236.40

  
Town Clerk  
Balance Date 2-1-2024

  
CEO Clerk  
Balance Date



# TOWN OF SODUS

## BLDG - BLDG Transaction Report

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

Type	Date	Comment	Name	Quantity	Fee
1. BLDG	03/26/2024	12770	BURNAPS FRUIT FARMS LLC	1	300.00
2. BLDG	03/07/2024	12760	DEBADTS BOB	1	50.00
3. BLDG	03/28/2024	12774	FERRY-ASMAN, JAN	1	100.00
4. BLDG	03/28/2024	127743	FERRY-AXMAN, JAN	1	240.70
5. BLDG	03/27/2024	12772	FISH MARSHA	1	20.00
6. BLDG	03/28/2024	12776	GRAHAM, DALE	1	295.80
7. BLDG	03/28/2024	12777	GUERRE, VICTOR	1	50.00
8. BLDG	03/21/2024	12769	HOWELL, DANIEL	1	50.00
9. BLDG	03/12/2024	12763	LAMB SHAWN	1	236.80
10. BLDG	03/18/2024	12766	LEUWEN, MARGARET	1	1,038.10
11. BLDG	03/06/2024	12758	MARSHALL REBECCA	1	50.00
12. BLDG	03/12/2024	12762	MONTAGNE, TAMMY	1	50.00
13. BLDG	03/19/2024	12300-2	PENNEY, KEVIN	1	50.00
14. BLDG	03/21/2024	12768	PEOWN, MATT	1	85.00
15. BLDG	03/05/2024	12755	PUMMELL SEAN	1	50.00
16. BLDG	03/28/2024	12775	RIVERA, MARTA	1	20.00
17. BLDG	03/06/2024	12759	SOMBATHY, MATT	1	50.00
18. BLDG	03/14/2024	12764	TERNOOIS, JEFF	1	1,000.00
19. BLDG	03/28/2024	12778	WESSIE, DUANE	1	456.00
20. BLDG	03/27/2024	12771	WRIGHT, LEON RAY	1	44.00
				<b>20</b>	<b>4,236.40</b>
<b>Total Sales</b>				<b>20</b>	<b>4,236.40</b>





04/01/2024  
10:35:25

# TOWN OF SODUS

## MISC - MISC Transaction Report

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

Type	Date	Comment	Name	Quantity	Fee
1. MISC	03/13/2024	INSPECTION APPLICATION	KNOBLANCH, CHRISTINE	1	200.00
2. MISC	03/20/2024	FOIL - DOUGLAS COONS	WOODS OVIATT GILMAN	1	
				<b>2</b>	<b>200.00</b>
<b>Total Sales</b>				<b>2</b>	<b>200.00</b>



04/01/2024  
10:36:23

**TOWN OF SODUS**

**SEPT - SEPT Transaction Report**

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

Type	Date	Comment	Name	Quantity	Fee
1. SEPT	03/13/2024	1722	DEBBY BROWN/DAN POLAIRMO	1	100.00
2. SEPT	03/18/2024	12767	LEUWEN, MARGARET	1	100.00
3. SEPT	03/04/2024	1719	PAGNOTTI CRAIG	1	100.00
4. SEPT	03/14/2024	12765	TERNOOIS, JEFF	1	100.00
				<b>4</b>	<b>400.00</b>
<b>Total Sales</b>				<b>4</b>	<b>400.00</b>



04/01/2024  
10:37:04

**TOWN OF SODUS**

**SUB - SUB Transaction Report**

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

Type	Date	Comment	Name	Quantity	Fee
1. SUB	03/19/2024	1721	FURBER, TODD	1	300.00
				<b>1</b>	<b>300.00</b>
<b>Total Sales</b>				<b>1</b>	<b>300.00</b>



04/01/2024  
10:37:31

**TOWN OF SODUS**

VAR - VAR Transaction Report

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

Type	Date	Comment	Name	Quantity	Fee
1.VAR	03/21/2024	1723	SKUSE CLAIRE	1	100.00
				1	100.00
<b>Total Sales</b>				1	100.00





TOWN OF SODUS

**Detail of Decals Transactions**

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

04/01/2024  
10:26:11

<b>Date</b>	<b>Gross Sales</b>	<b>Commission</b>	<b>Net Sales</b>
03/05/2024	25.00	1.38	23.62
03/14/2024	5.00	0.28	4.72
<b>Grand Total:</b>	<b>30.00</b>	<b>1.66</b>	<b>28.34</b>





**Department of  
Environmental  
Conservation**

STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 000291-172188

TOWN OF SODUS  
14-16 Mill Street, Sodus, NY 14551

Invoice Period: **03/01/2024** to **03/31/2024**

**Invoice Summary**

Sales Summary	Items Sold	Sales Total	Vendor Commission	Sweep Amount
	2	\$30.00	\$1.66	\$28.34

Reversals / Voids Summary	Items Reversed / Voided	Reversal / Void Total	Vendor Commission	Sweep Amount
	0	\$0.00	\$0.00	\$0.00

Manual Adjustment Summary	Adjustment Note	Adjustment Type	Adjustment Amount

Invoice Totals	Sweep
	\$28.34

**\$28.34** Will be swept from your bank account on **4/15/2024**



STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
 625 Broadway, Albany, NY 12233

**Department of  
 Environmental  
 Conservation**

Phone 1-800-962-5622

Invoice 000291-172188

TOWN OF SODUS  
 14-16 Mill Street, Sodus, NY 14551

Invoice Period: **03/01/2024** to **03/31/2024**

**Locations Summary**

Location Name	Location Number	Sales			Reversals / Voids			Net	
		Items Sold	State Total	Vendor Commission	Items Reversed / Voided	State Total	Vendor Commission	Manual Adjustments	Sweep
TOWN OF SODUS	1312	2	\$28.34	\$1.66	0	\$0.00	\$0.00	\$0.00	\$28.34

**\$28.34** Will be swept from your bank account on **4/15/2024**



**Department of  
Environmental  
Conservation**

STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 000291-172188

TOWN OF SODUS  
14-16 Mill Street, Sodus, NY 14551

Invoice Period: **03/01/2024** to **03/31/2024**

**Product Summary**

Product Name	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
Resident Fishing	1	\$1.38	\$23.62	0	\$0.00	\$0.00	\$25.00	\$1.38	\$23.62
Resident Senior Fishing	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
<b>Totals</b>	<b>2</b>	<b>\$1.66</b>	<b>\$28.34</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>	<b>\$1.66</b>	<b>\$28.34</b>

**\$28.34** Will be swept from your bank account on **4/15/2024**



STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
 625 Broadway, Albany, NY 12233

**Department of  
 Environmental  
 Conservation**

Phone 1-800-962-5622

Invoice 000291-172188

TOWN OF SODUS  
 14-16 Mill Street, Sodus, NY 14551

Invoice Period: **03/01/2024** to **03/31/2024**

**Daily Summary**

Date	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
03/05/2024	1	\$1.38	\$23.62	0	\$0.00	\$0.00	\$25.00	\$1.38	\$23.62
03/06/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/07/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/08/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/09/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/10/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/11/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/12/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/13/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/14/2024	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
03/15/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/16/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/17/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/18/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/19/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/20/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/21/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/22/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/23/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/24/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/25/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/26/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/27/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/28/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/29/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/30/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/31/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>2</b>	<b>\$1.66</b>	<b>\$28.34</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>	<b>\$1.66</b>	<b>\$28.34</b>

**\$28.34** Will be swept from your bank account on **4/15/2024**








04/01/2024  
10:27:30

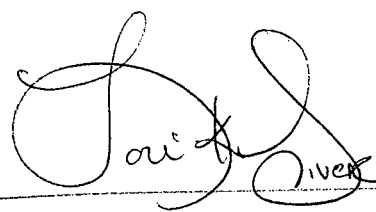
# TOWN OF SODUS

## CAMP - CAMP Transaction Report

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

Type	Date	Comment	Name	Quantity	Fee
1. CAMP	03/01/2024	2/24/2024	CANTWELL, ELYSE	1	15.00
2. CAMP	03/19/2024	3/4/2024	CONEY, JOSIAH	1	15.00
3. CAMP	03/01/2024	2-23 TO 2-24/2024	CONFER, PAM	1	30.00
4. CAMP	03/27/2024	3-22-2024 TO 3/25/2024	CONFER, PAM	1	45.00
				<b>4</b>	<b>105.00</b>
<b>Total Sales</b>				<b>4</b>	<b>105.00</b>

  
\_\_\_\_\_  
Camp Beechwood Caretaker  
4/1/24  
Date

  
\_\_\_\_\_  
Town Clerk  
April 1, 2024  
Date



Month Reported: MARCH, 2024

County: WAYNE

Code: 54

TOWN OF SODUS

Code: 12

Prepared by: LORRAINE K DIVER, TOWN CLERK

Date Prepared: APRIL 1, 2024

**Dog License Monthly Report**

Original ID Dog Licenses sold	<u>68</u>
Original Purebred License sold	<u>0</u>
Dog License Renewals sold	<u>43</u>
Purebred License Renewals sold	<u>0</u>
<b>Total sold</b>	<u><b>111</b></u>

<b>LICENSE TYPES AND FEES COLLECTED</b>	<u>Quantity</u>	<u>Local Fees</u>	<u>Surcharge Fees</u>	<u>Other Fees</u>
Spayed and Neutered Dogs	<u>80</u>	\$12.00 ea <u>1224.00*</u>	\$1.00 ea <u>113.00*</u>	<u>120.00</u>
Unspayed and Unneutered Dogs	<u>31</u>	\$15.00 ea <u>692.50*</u>	\$3.00 ea <u>144.00*</u>	<u>70.00</u>
Exempt - Seeing Eye, War, Police	<u>0</u>	<u>No Fee</u>	<u>0.00</u>	<u>No Fee</u>
Purebred License (1-10 dogs) Spayed & Neutered	<u>0</u>	\$22.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (1-10 dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Purebred License (11-25 dogs) Spayed & Neutered	<u>0</u>	\$97.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (11-25 dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Purebred License (26+ dogs) Spayed & Neutered	<u>0</u>	\$97.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (26+ dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
<b>Total licenses sold</b>	<u><b>111</b></u>	<u><b>1916.50</b></u>	<u><b>257.00</b></u>	<u><b>190.00</b></u>

**REPLACEMENT AND PUREBRED TAG ORDERS**

Replacement Tags	<u>2</u>	<u>6.00</u>
Purebred Tags	<u>0</u>	<u>0.00</u>
<b>Total tags sold</b>	<u><b>2</b></u>	<u><b>6.00</b></u>

**DISBURSEMENTS**

Paid to Supervisor	<u>\$2112.50</u>
Paid to NYS Animal Population Control Program	<u>\$257.00</u>

\*includes discounts multiple years fees



NYS Department of Agriculture and Markets  
Spay and Neuter  
PO Box 975  
Albany, NY 12201-0975

Month of Submission: MARCH, 2024

County: WAYNE            Town of Sodus

TCV Code: 5412            Wayne Sodus

Prepared by: Lorraine K Diver, Town Clerk

Date Prepared: APRIL 1, 2024

State of New York  
Department of Agriculture and Markets  
Spay and Neuter  
PO Box 975, Albany, NY 12201-0975

**ANIMAL POPULATION CONTROL PROGRAM SUBMISSION**

Submit by the 5th of the month covering activities  
of the preceding month.

<b>LICENSE TYPES AND FEES COLLECTED</b>	<b>Unspayed/Unneutered - Four months of age or older</b>
Spayed and Neutered Dogs	\$1.00 ea =        \$113.00
Unspayed and Unneutered Dogs	\$3.00 ea =        \$144.00
<b>TOTAL AMOUNT REMITTED</b>	<b>\$257.00</b>
<b>Check Number:</b>	<b>#1449</b>









04-03-24

15:31:36

Town of Sodus - 2024 - County & Town Tax Collection

Trial Balance - All Swis Codes

04-03-24

Tax File #3 sent to County.

Original Warrant	6,484,336.71
Adjustments	-5,278.18
=====	
Adjusted Warrant	6,479,058.53
1st Installments	133,466.06
2nd Installments	119,303.13
Full Payments	5,664,960.44
Penalties	7,372.69
Bad Check Fees	15.00
=====	
Total Collections	5,925,117.32
Taxes Outstanding	561,328.90

6,484,336.71

- 2,137,435.70 - checks paid to supervisor
- 1,773,863.59 - check paid to County
- 1,408,863.70 - check paid to County

1,164,175.72

5,278.18 - adjustments

1,158,895.54

272,825.34 - utilities

886,070.20

561,328.90

324,741.30

7,372.69

332,113.99

+ 76.18

(Jan-March)

332,190.17

Balance d

4-4-2024



04-03-24

16:43:18

**Town of Sodus**  
**Bank Register - by Date**  
**For checks dated 01-01-2024 through 04-02-2024**

Date	Check #	Description	Checks/ Debits	Deposit/ Credits	Balance
01-01-24		Opening Balance	0.00	0.00	0.00
01-03-24		Deposit - 1	0.00	51,734.39	51,734.39
01-03-24		Deposit - 2	0.00	47,823.73	99,558.12
01-03-24		Deposit - 3	0.00	42,638.35	142,196.47
01-03-24		Deposit - 4	0.00	35,848.59	178,045.06
01-05-24		Deposit - 5	0.00	26,101.84	204,146.90
01-05-24		Deposit - 6	0.00	25,605.50	229,752.40
01-05-24		Deposit - 7	0.00	68,877.37	298,629.77
01-09-24		Deposit - 8	0.00	46,134.87	344,764.64
01-09-24		Deposit - 9	0.00	100,164.23	444,928.87
01-09-24		Deposit - 10	0.00	189,067.77	633,996.64
01-10-24		Deposit - 11	0.00	18,436.87	652,433.51
01-10-24		Deposit - 12	0.00	8,898.53	661,332.04
01-11-24		Deposit - 13	0.00	24,290.23	685,622.27
01-11-24		Deposit - 14	0.00	32,157.88	717,780.15
01-11-24		Deposit - 15	0.00	213,487.87	931,268.02
01-12-24		Deposit - 16	0.00	24,752.04	956,020.06
01-12-24		Deposit - 17	0.00	31,790.10	987,810.16
01-12-24	1329	Sodus Town Supervisor No. 1	748,598.00	0.00	239,212.16
01-12-24	1330	Sodus Town Supervisor No. 2	4,956.00	0.00	234,256.16
01-12-24	1331	Sodus Town Supervisor No. 4	103,542.00	0.00	130,714.16
01-12-24	1332	Sodus Town Supervisor No. 5	194,300.00	0.00	-63,585.84
01-16-24		Deposit - 18	0.00	77,385.32	13,799.48
01-16-24		Deposit - 19	0.00	33,396.00	47,195.48
01-16-24		Deposit - 20	0.00	66,994.29	114,189.77
01-17-24		Deposit - 21	0.00	37,481.64	151,671.41
01-17-24		Deposit - 22	0.00	20,890.51	172,561.92
01-17-24		Deposit - 23	0.00	191,801.94	364,363.86
01-17-24		Deposit - 24	0.00	23,732.41	388,096.27
01-17-24		Deposit - 25	0.00	22,075.18	410,171.45
01-17-24	1333	Sodus Town Supervisor No. 6	60,940.00	0.00	349,231.45
01-18-24	1334	Sodus Town Supervisor No. 7	35,400.00	0.00	313,831.45
01-18-24	1335	Sodus Town Supervisor No. 8	20,054.00	0.00	293,777.45
01-18-24	1336	Sodus Town Supervisor No. 9	4,400.00	0.00	289,377.45
01-18-24	1337	Sodus Town Supervisor No. 10	2,500.00	0.00	286,877.45
01-18-24	1338	Sodus Town Supervisor No. 11	2,000.00	0.00	284,877.45
01-18-24	1339	Sodus Town Supervisor No. 12	12,355.00	0.00	272,522.45
01-18-24	1340	Sodus Town Supervisor No. 15	33,345.00	0.00	239,177.45
01-19-24		Deposit - 26	0.00	25,278.21	264,455.66
01-19-24		Deposit - 27	0.00	31,814.52	296,270.18
01-19-24		Deposit - 28	0.00	17,130.14	313,400.32
01-19-24		Deposit - 29	0.00	53,670.36	367,070.68
01-22-24		Deposit - 30	0.00	2,944.60	370,015.28
01-22-24		Deposit - 31	0.00	84,935.72	454,951.00
01-23-24		Deposit - 32	0.00	179,245.56	634,196.56
01-23-24		Deposit - 33	0.00	19,173.36	653,369.92
01-24-24		Deposit - 34	0.00	36,962.12	690,332.04
01-24-24		Deposit - 35	0.00	269,808.87	960,140.91
01-25-24		Deposit - 36	0.00	109,428.38	1,069,569.29
01-25-24		Deposit - 37	0.00	49,835.18	1,119,404.47
01-26-24		Deposit - 38	0.00	40,500.10	1,159,904.57
01-26-24		Deposit - 39	0.00	19,653.00	1,179,557.57
01-26-24	1341	Sodus Town Supervisor No. 3	690,666.00	0.00	488,891.57

Date	Check #	Description	Checks/Debits	Deposits/Credits	Balance
01-26-24		Deposit - 40	0.00	194,449.88	683,341.45
01-26-24		Deposit - 41	0.00	55,071.34	738,412.79
01-26-24		Deposit - 42	0.00	39,339.68	777,752.47
01-29-24		Deposit - 43	0.00	93,917.72	871,670.19
01-29-24		Deposit - 44	0.00	82,829.92	954,500.11
01-29-24		Deposit - 45	0.00	201,635.56	1,156,135.67
01-29-24		Deposit - 46	0.00	115,729.39	1,271,865.06
01-31-24		Deposit - 47	0.00	67,007.85	1,338,872.91
01-31-24		Deposit - 48	0.00	44,643.67	1,383,516.58
01-31-24		Deposit - 49	0.00	94,465.10	1,477,981.68
01-31-24		Deposit - 50	0.00	165,707.97	1,643,689.65
01-31-24		Deposit - 51	0.00	41,601.56	1,685,291.21
01-31-24		Deposit - 52	0.00	90,807.93	1,776,099.14
01-31-24		January Credit Interest	0.00	22.12	1,776,121.26
02-01-24		Deposit - 53	0.00	36,489.33	1,812,610.59
02-01-24		Deposit - 54	0.00	71,023.01	1,883,633.60
02-01-24		Deposit - 55	0.00	861,614.41	2,745,248.01
02-01-24	1342	Sodus Town Supervisor No. 13	37,945.00	0.00	2,707,303.01
02-01-24	1343	Sodus Town Supervisor No. 14	38,100.00	0.00	2,669,203.01
02-01-24	1344	Sodus Town Supervisor No. 16	16,481.00	0.00	2,652,722.01
02-01-24	1345	Sodus Town Supervisor No. 17	27,625.00	0.00	2,625,097.01
02-01-24	1346	Sodus Town Supervisor No.18	6,465.00	0.00	2,618,632.01
02-01-24	1347	Sodus Town Supervisor No. 19	540.00	0.00	2,618,092.01
02-01-24	1348	Sodus Town Supervisor No. 20	4,824.00	0.00	2,613,268.01
02-01-24	1349	Sodus Town Supervisor No. 21	16,600.00	0.00	2,596,668.01
02-01-24	1350	Sodus Town Supervisor No. 22	260.00	0.00	2,596,408.01
02-01-24	1351	Sodus Town Supervisor No. 23	290.00	0.00	2,596,118.01
02-01-24	1352	Sodus Town Supervisor No. 24	20.00	0.00	2,596,098.01
02-01-24	1353	Sodus Town Supervisor No.25	71,320.00	0.00	2,524,778.01
02-01-24	1354	Sodus Town Supervisor No. 26	2,533.88	0.00	2,522,244.13
02-01-24	1355	Sodus Town Supervisor No. 27	1,375.82	0.00	2,520,868.31
02-02-24		Deposit - 56	0.00	86,577.44	2,607,445.75
02-05-24		Deposit - 57	0.00	82,757.20	2,690,202.95
02-05-24		Deposit - 58	0.00	63,240.09	2,753,443.04
02-05-24	1357	Overcharged #3902 <i>Has Not Cleared</i>	20.64	0.00	2,753,422.40
02-05-24	e-check	Bill # 3902 overcharged \$20.64	0.00	20.64	2,753,443.04
02-06-24		Deposit - 59	0.00	85,167.20	2,838,610.24
02-06-24		Deposit - 60	0.00	3,974.87	2,842,585.11
02-06-24		Deposit - 61	0.00	12,535.33	2,855,120.44
02-06-24	e-check	Payment Removed - 0025-0008	2,257.67	0.00	2,852,862.77
02-07-24		Deposit - 62	0.00	14,849.02	2,867,711.79
02-07-24		Deposit - 63	0.00	1,675.95	2,869,387.74
02-07-24		Deposit - 64	0.00	134,360.41	3,003,748.15
02-07-24		Deposit - 65	0.00	3,777.97	3,007,526.12
02-08-24		Deposit - 66	0.00	2,439.65	3,009,965.77
02-08-24	1356	Wayne County Treasurer	1,773,863.59	0.00	1,236,102.18
02-09-24		Deposit - 67	0.00	1,542.10	1,237,644.28
02-09-24		Deposit - 68	0.00	5,234.75	1,242,879.03
02-12-24		Deposit - 69	0.00	3,685.20	1,246,564.23
02-12-24		Deposit - 70	0.00	4,637.68	1,251,201.91
02-13-24		Deposit - 71	0.00	5,459.24	1,256,661.15
02-15-24		Deposit - 72	0.00	7,058.48	1,263,719.63
02-15-24		Deposit - 73	0.00	1,854.94	1,265,574.57
02-16-24		Deposit - 74	0.00	10,270.85	1,275,845.42
02-16-24		Payment Removed - 0054-0035	689.94	0.00	1,275,155.48
02-16-24		Payment Removed - 0054-0033	1,946.21	0.00	1,273,209.27
02-16-24		Payment Removed - 0054-0034	811.19	0.00	1,272,398.08
02-16-24		Payment Removed - 0054-0036	5,304.27	0.00	1,267,093.81

Date	Check #	Description	Checks/ Debits	Deposit/ Credits	Balance
02-16-24	NSF	Dep # 57 Bill # 1960	15.00	0.00	1,267,078.81
02-16-24	NSF	Deposit 57 NSF Fee Bill # 1960	0.00	15.00	1,267,093.81
02-16-24	NSF	# 2754-2745-2672-2748	15.00	0.00	1,267,078.81
02-20-24		Deposit - 75	0.00	675.00	1,267,753.81
02-20-24		Deposit - 76	0.00	22,110.63	1,289,864.44
02-20-24		Deposit - 77 (Pd at County)	272,825.34	272,825.34	1,289,864.44
02-21-24		Deposit - 78	0.00	21,773.14	1,311,637.58
02-22-24		Deposit - 79	0.00	2,802.95	1,314,440.53
02-23-24		Deposit - 80	0.00	11,999.57	1,326,440.10
02-26-24		Deposit - 81	0.00	5,621.92	1,332,062.02
02-26-24		Deposit - 82	0.00	21,217.53	1,353,279.55
02-27-24		Deposit - 83	0.00	686.82	1,353,966.37
02-27-24		Deposit - 84	0.00	10,902.16	1,364,868.53
02-28-24		Deposit - 85	0.00	13,933.91	1,378,802.44
02-29-24		Deposit - 86	0.00	29,816.43	1,408,618.87
02-29-24		February Interest	0.00	38.83	1,408,657.70
03-01-24		Deposit - 87	0.00	54,377.93 ✓	1,463,035.63
03-01-24		Deposit - 88	0.00	2,056.66 ✓	1,465,092.29
03-01-24		Deposit - 89	0.00	20,872.05 ✓	1,485,964.34
03-05-24		Deposit - 90	0.00	41,946.17 ✓	1,527,910.51
03-06-24		Deposit - 91	0.00	5,234.86 ✓	1,533,145.37
03-07-24		Deposit - 92	0.00	308.31 ✓	1,533,453.68
03-07-24		Deposit - 93	0.00	6,902.90 ✓	1,540,356.58
03-08-24		Deposit - 94	0.00	449.81 ✓	1,540,806.39
03-08-24		Deposit - 95	0.00	2,559.00 ✓	1,543,365.39
03-11-24		Deposit - 96	0.00	4,892.89 ✓	1,548,258.28
03-11-24		Deposit - 97	0.00	2,023.77 ✓	1,550,282.05
03-11-24	1358	Wayne County Treasurer	1,408,863.70 ✓	0.00	141,418.35
03-12-24		Deposit - 98	0.00	4,521.72 ✓	145,940.07
03-12-24		Deposit - 99	0.00	1,413.79 ✓	147,353.86
03-13-24		Deposit - 100	0.00	4,117.52 ✓	151,471.38
03-14-24		Deposit - 101	0.00	9,889.36 ✓	161,360.74
03-14-24		Deposit - 102	0.00	4,347.60 ✓	165,708.34
03-15-24		Deposit - 103	0.00	2,675.74 ✓	168,384.08
03-18-24		Deposit - 104	0.00	9,243.14 ✓	177,627.22
03-18-24		Deposit - 105	0.00	398.59 ✓	178,025.81
03-19-24		Deposit - 106	0.00	18,626.13 ✓	196,651.94
03-19-24		Deposit - 107	0.00	1,354.84 ✓	198,006.78
03-20-24		Deposit - 108	0.00	5,056.88 ✓	203,063.66
03-20-24		Deposit - 109	0.00	2,528.20 ✓	205,591.86
03-21-24		Deposit - 110	0.00	4,147.51 ✓	209,739.37
03-22-24		Deposit - 111	0.00	2,299.36 ✓	212,038.73
03-22-24		Deposit - 112	0.00	5,951.51 ✓	217,990.24
03-25-24		Deposit - 113	0.00	11,304.81 ✓	229,295.05
03-26-24		Deposit - 114	0.00	19,377.21 ✓	248,672.26
03-26-24		Deposit - 115	0.00	5,808.36 ✓	254,480.62
03-27-24		Deposit - 116	0.00	3,871.21 ✓	258,351.83
03-27-24		Deposit - 117	0.00	681.23 ✓	259,033.06
03-28-24		Deposit - 118	0.00	10,314.24 ✓	269,347.30
03-28-24		Deposit - 119	0.00	7,338.24 ✓	276,685.54
03-29-24		Deposit - 120	0.00	10,258.81 ✓	286,944.35
03-29-24		Deposit - 121	0.00	9,594.73 ✓	296,539.08
03-29-24		Interest-LNB	0.00	15.23 ✓	296,554.31
04-02-24		Deposit - 122	0.00	33,131.90 ✓	329,686.21
04-02-24		Deposit - 123	0.00	5,114.24 ✓	334,800.45
04-02-24		Payment Removed - 0121-0005	2,610.28 ✓	0.00	332,190.17

15  
 Balanced 4-4-2024

Total:

5,606,658.53

5,938,848.70

User: Lori Diver

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
163	ROCHESTER GAS AND ELECTRIC 2001-1351-002/AT LARGE STREET LIGHTING	A5182.4	855.62		
163	ROCHESTER GAS AND ELECTRIC 2002-7887-429/CAMP BEECHWOOD GARAGE	A7110.45	54.25		
164	ALTERNATIVE TECHNOLOGY LLC 1578/T/CLERK IT UPS BATTERY BACKUP	A1410.4	156.50		
165	CHARTER COMMUNICATIONS 121076301032124/COURT	A1110.4	137.34		
165	CHARTER COMMUNICATIONS 121076301032124/SUPERVISOR	A1220.4	68.67		
165	CHARTER COMMUNICATIONS 121076301032124/ASSESSOR	A1355.4	68.67		
165	CHARTER COMMUNICATIONS 121076301032124/TOWN CLERK	A1410.4	137.34		
166	CINTAS CORPORATION 5203473345/FIRST AID SUPPLIES	A5132.4	189.11		
167	KNAUF SHAW ATTORNEYS AT LAW 6952/GENERAL ATTORNEY FEES	A1420.4	1,287.50		
169	STAPLES ADVANTAGE 6001010053/OFFICE SUPPLIES	A1220.4	932.29		
169	STAPLES ADVANTAGE 6001010052/OFFICE SUPPLIES	A1620.4	71.48		
170	ROBERT SNYDER DCO MILEAGE 121 MILES @ .67	A3510.4	81.07		
171	KYLE KEPHART DCO MILEAGE 20 @ .67	A3510.4	13.40		
172	FINGER LAKES CONSULTING PROFESSIONAL SERVICES	A1620.4	1,210.00		
172	FINGER LAKES CONSULTING PROFESSIONAL SERVICES	A1620.4	1,310.00		
<b>Total:</b>			<b>6,573.24</b>		

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

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
165	CHARTER COMMUNICATIONS 121076301032124/CODE ENFORCEMENT	B3620.4	68.67		
168	FRANK GAHR 746.60 MILES CEO @.67 CENTS	B3620.4	500.22		
<b>Total:</b>			568.89		



**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - TOWNWIDE**

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
85	E & V ENERGY CORP 6144/572 GALLONS DIESEL @ \$2.9860	DA5130.4	1,707.99		
86	NAPA AUTO PARTS 251929/PARTS	DA5130.4	346.11		
86	NAPA AUTO PARTS 251078/PARTS CREDIT	DA5130.4	-13.48		
87	PEAKE CHRYSLER DODGE JEEP RAM 76293/PARTS	DA5130.4	81.00		
88	TORQUE AUTO 13996/SUPPLIES	DA5130.4	85.50		
88	TORQUE AUTO 14013/SUPPLIES	DA5130.4	2.24		
88	TORQUE AUTO 14014/SUPLIES	DA5130.4	53.10		
89	WILLIAMSON HARDWARE 158576/SUPPLIES	DA5130.4	38.84		
91	HYDRAULICS PLUS LLC 910/PARTS	DA5130.4	282.65		
92	DECKMAN OIL CO 789124/SUPPLIES	DA5130.4	1,325.81		
93	CARGILL SALT ROAD SAFETY 2909390680/SALT ICE CONTROL	DA5142.4	11,751.19		
93	CARGILL SALT ROAD SAFETY 2909386185/SALT ICE CONTROL	DA5142.4	6,004.20		
94	SPLIT RITE FIREWOOD & TREE 1391/TREES	DA5140.4	3,400.00		
<b>Total:</b>			<b>25,065.15</b>		

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

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
90	HEIDELBERG MATERIALS NE-NY LLC 4444166/1AS - VARIOUS	DB5112.3	1,197.68		
90	HEIDELBERG MATERIALS NE-NY LLC 4447080/1AS - VARIOUS	DB5112.3	1,737.12		
90	HEIDELBERG MATERIALS NE-NY LLC 4444177/1AS - VARIOUS	DB5112.3	410.96		
90	HEIDELBERG MATERIALS NE-NY LLC 4446598/1AS - VARIOUS	DB5112.3	1,709.28		
90	HEIDELBERG MATERIALS NE-NY LLC 4445231/1AS - VARIOUS	DB5112.3	1,181.84		
<b>Total:</b>			<b>6,236.88</b>		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**ALTON LIGHTING DISTRICT**

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
10	ROCHESTER GAS AND ELECTRIC 2001-1350-848/ALTON LIGHTING	SL1-5182.4	495.39		
<b>Total:</b>			495.39		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**SODUS CENTER LIGHTING DISTRICT**

Total Claims: \$39,448.35

04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
10	ROCHESTER GAS AND ELECTRIC 2001-1350-939/SODUS CENTER LIGHTING	SL2-5182.4	241.97		
Total:			241.97		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**WALLINGTON LIGHTING DISTRICT**

Total Claims: \$39,448.35

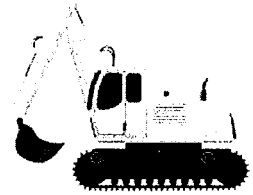
04/09/2024

Number 007

Voucher #	Claimant	Account #	Amount	Check	Date
10	ROCHESTER GAS AND ELECTRIC 2001-1350-756/WALLINGTON LIGHTING	SL3-5182.4	266.83		
Total:			266.83		



Town of Sodus Highway Department  
Jared Laird Highway Superintendent  
84 Rotterdam Rd  
Sodus, NY 14551  
315-483-6934 ext. 7 (Office)  
315-483-4038 (Fax)  
315-573-4876 (Cell)  
Email: [highwaysup@sodus.ny.gov](mailto:highwaysup@sodus.ny.gov)



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## March 2024 Highway Report

### **Weekly Work Reports**

*3/1/24-3/9/24*

#### **In House Work**

- Chop(mow) JD Excavator the following roads. Mud Lane, Mud Lane Ext, and Maxwell
- Cleaned up trees on town rds from wind storm
- Patched town rds
- Fixed mailbox's (plow damage)
- Washed trucks and floors
- Swept barn parking lot (checked over broom on tractor)
- Cleaned up Land fill (Dozer)
- Cleaned office, Break, and bathroom area's

#### **Vendor Repair**

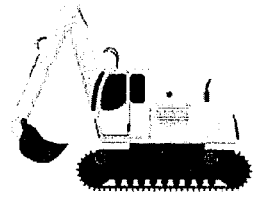
- Replace rear drive shaft truck (120) Williamson Auto
- Lewis tire picked up old tires and recycled old rims

#### **Truck Repair and Maintenance**

- Greased truck (12)
- Fixed filler tube and replace gasket truck (03)
- Sander repair and maintenance on various sanders
- Put road broom back on tractor
- Fixed air leak truck (16)

#### **Plow/Sand Trips (1)**

Town of Sodus Highway Department  
Jared Laird Highway Superintendent  
84 Rotterdam Rd  
Sodus, NY 14551  
315-483-6934 ext. 7 (Office)  
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Email: [highwaysup@sodus.ny.gov](mailto:highwaysup@sodus.ny.gov)



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*3/10/24-3/16/24*

**In House Work**

- Chop JD Excavator the following roads. Preemption, Pilgrimport, York settlement, and Bond
- Cleaned trucks and floors
- Mixed salt/sand
- Picked up brush on Town rds
- Hauled stone (1A's) for summer sealing project
- Cleaned intersections from plow damage
- Repaired sign on Centenary Rd and Steel Pt Rd
- Worked around the barn (clean up)
- Couple guys worked with Wayne County on tree removal (town trees)
- Worked inside shop (organizing and cleaning tools)

**Vendor Repair Work**

- Replace rear spring truck (5) Williamson Auto
- Split rite tree service cut 4 trees on town rds

**Truck Repair and Maintenance**

- Replace hydraulic line truck (8)
- Replace rear gate cylinder truck (80)
- Cleaned and inspected trucks and plow equipment

**Plow/Sand trips (2)**

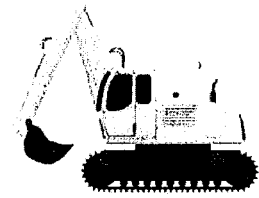
*3/17/24-3/23/24*

**In House Work**

- Removed and cleaned up chopper
- Cleaned intersections (plow damage)
- Hauled 1A's for summer sealing project



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*3/17/24-3/23/24 con't*

- Patched town rds
- Shop work
- Cleaned up trash on Waterbury rd
- Mixed salt/sand
- Patrolled rds
- Greased equipment (mini excavator)
- Cleaned trucks and floors, cleaned drains in the building
- Cleaned breakroom, office, and bathroom areas

**Vendor Repair** (nothing this week)

**Truck Repair and Maintenance**

- Cleaned and inspected trucks and plows
- Replaced brake chamber and air release valve truck (12)
- Greased trucks (120) & (5)
- Fixed light issue on truck (12)
- Replace shifter bracket on 2014 ram pick up

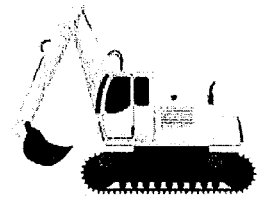
**Plow/Sand trips (5)**

*3/24/24-3/28/24*

**In House Work**

- Hauled stone (1A's) for summer project
- Worked on cleaning up the yard around highway building
- Cleaned truck bays
- Hauled scrap to Alpco
- Pulled sanders and plows off 3 trucks
- Cut shoulders on State street JD excavator

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3/24/24-3/28/24 con't

-- Auction lots picked up truck (old 9) and fuel tank

--Patched and patrolled town rds

--Tank inspection

--Building inspection (walk through)

**Vendor Repair** (nothing this week)

**Truck Repair and Maintenance**

--Greased truck (8)

--Changed brake chamber truck (3)

**Plow/Sand trips (0)**

**Monthly Meetings**

--Hearing test 3/26/24

--Advocacy days (Albany) 3/5-3/6

**In Kind Service**

--Wayne county delivered JD tractor to town barn and moved dozer to land fill

--Wayne county cut trees on town rds

**Salt Delivery** (ordered dates)

--3/12 & 3/21 total of 600 tons

**Monthly plow trips (7)**

**Fuel Usage**

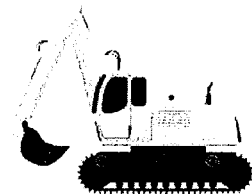
--Tank 1 34758    Tank 2 20982    Total 2117 gallons

Jared Laird

Sodus Town Highway Superintendent

Town of Sodus Highway Department  
Jared Laird Highway Superintendent  
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Sodus, NY 14551  
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Town of Sodus  
2024 Mileage Tracking and Reimbursement  
Mileage Rate .67 cents

Name: Robert Snyder

Start Date: 3-1-24

End Date: 3-31-24

Department: DCO

DATE	BUSINESS PURPOSE	START ODOMETER	END ODOMETER	MILES	NOTES
3-4	Dogs in neighbor yard	8161	8185	24	
3-7	R.A.L	8330	8370	40	Taken to humane society
3-8	Dogs in neighbor yard	8410	8414	4	
3-22	R.A.L	9141	9147	6	
3-28	R.A.L	9347	9354	7	
3-29	R.A.L	9570	9610	40	Taken to humane society

Total Mileage: 281 121

Signature: Robert Snyder



# TOWN OF SODUS DOG CONTROL REPORT

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village ✓	Sodus Point ✓	Sodus Town ✓	Follow up Required ✓
	Leave/Start	Return/End					
3/14	1:00 pm	2:00 pm	Dogs in neighbors yard Talk to Owner			X	
3/17	12:30 pm	2:00 pm	R.A.L Dog taken to humane-Society			X	
3/18	3:00 pm	3:30 pm	Dogs in neighbors yard Talker to Dog Owner			X	
3/22	11:50	12:00	Dog Loose Belden Ave - Smith St	X			
3/28	11:00	11:30	Dogs loose Geopold St Owner had got them	X			
3/29	4:30	5:30	R.A.L Taken to Humane Society	X			

Signature: 





**Town of Sodus**  
**2024 Mileage Tracking and Reimbursement**  
**Mileage Rate .67 cents**

Name: *Kyle Depina*

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Department: *D.C.O*

DATE	BUSINESS PURPOSE	START ODOMETER	END ODOMETER	MILES	NOTES
<i>8-23</i>	<i>Local Work</i>	<i>121939</i>	<i>121945</i>	<i>6</i>	
<i>8-25</i>	<i>Drug Complaint</i>	<i>69886</i>	<i>69900</i>	<i>14</i>	

Total Mileage: \_\_\_\_\_

Signature: *Kyle Depina*



# TOWN OF SODUS DISTRICT CONTROL REPORT

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village <input checked="" type="checkbox"/>	Sodus Point <input checked="" type="checkbox"/>	Sodus Town <input checked="" type="checkbox"/>	Follow up Required <input checked="" type="checkbox"/>
	Leave/Start	Return/End					
3-23	8:30	9:10	base dog owner picked it up			<input checked="" type="checkbox"/>	
3-25	11:20	1:15	dog complaints 5549 sodus center main streets			<input checked="" type="checkbox"/>	
3-25	11:20	1:15	dog complaints 5555 sodus center main street			<input checked="" type="checkbox"/>	
3-27	6:00	6:30	cost			<input checked="" type="checkbox"/>	

Log administrative and phone time, unless included in Incident report.

Signature: 



2024 April 9, 2024, 6:00 pm Board Meeting (Chris Tertinek)

**Mar 2024**

**Overview of Code Enforcement (Frank Gahr)**

YTD 2024

23 Permits issued. Up 1 from the previous month.	54
30 Total inspections. Down 34 from the previous month.	126
\$3,696.90 fees collected. Up 42% from the previous month.	\$12,155.90
\$1,134,563.25 construction cost. Up 308% from the previous month.	\$1,755,319.15
57 letters written. Down 2 from the previous month.	112

**Mar 2024**

**Overview Dog Control (Robert Snyder, backup Kyle Kephart)**

1 Administrative trip.

9 Dog action trips

4 Dog complaint trips.

4 Dog Running at large.

1 Dog to Humane Society

Call distribution. YTD

1 Village of Sodus 4

0 Village of Sodus Point 0

12 Town of Sodus 26

**Lake Level (ASL = Above Sea Level)**

Lake at 245.21 ft ASL at end of March. Up 1.6 inches from the end of the previous month.

At the end of March 2024, about 9 inches lower than at end of March 2023.

At the end of March about 2 inches below the long-time mean level.

Long term forecast for mid-Sep 2024, 243.9 ft ASL. About 2 inch lower than long-time mean level, and about 7 inches below 2023 mid-September.





# TOWN OF SODUS ASSESSOR'S OFFICE

---

Date: April 3, 2024

Respectfully Submitted by: Nathan Mack

## AROUND THE OFFICE

- The 2024 level of assessment will be 66. This is a change from last year which was 71 on the 2023 assessment roll. In basic terms, properties across the whole the Town that were assessed for \$66,000 would sell for approximately \$100,000. With our last revaluation being in 2017, these numbers are inline with the trend of sales increasing over the timeframe.
- Having the help of Meredith and barring no unforeseen circumstances I plan to complete a Town wide revaluation for 2025 Roll year.
- Notices for individuals that did not qualify or failed to re-apply for exemptions will be mailed.
- Any notices regarding a change in assessment will be mailed before the Tentative Roll on May 1st.
- The office is offering informal appointments for taxpayers to discuss Their Assessment.
- Grievance Day will be held on May 28, 2024.
- The tentative assessment roll will be available to view on May 1<sup>st</sup> in the Assessor's Office and posted online at the Wayne County Website.





## Lori Diver

---

**From:** Paulina Anderson <sodusrecandfun@gmail.com>  
**Sent:** Wednesday, April 3, 2024 2:03 AM  
**To:** Lori Diver  
**Subject:** March Director update 2024

3/2/2024

I sent out the welcome/reminder email to parents for the program starting March 9th. In it it reminds them of the session times and what the kids will need to bring/wear as well as a reminder if they haven't made a payment that they need to before March 9th.

3/3/2024

I sent out the email to winter rec staff Welcoming them and addressing all needs such as the new hire paperwork and/or the volunteer paperwork. I advised these need to be filled out and in my hands before they can work and be paid. The email also included all the information they will need with who the coordinators are for each of the programs as well as the time for a virtual meeting on 3/5/2025 at 7:30 pm. This is to address any questions they may have with new leadership and to create a report with their team members and myself. I also asked them to go to the American Red Cross website for the Ambassador for Water Safety course and to send me the certificates when they are done. It is a free certificate and full of water safety knowledge that I believe everyone should have. I would like to discuss the possibility of having Anthony and myself do the water safety course that both Katie Hall and Matt Miller had and possibly have it covered by rec. with the condition of longevity to the program. I was Approached by a Sodus School Staff member wondering about a discount for Sodus Staff Children. Is this something that is a possibility? I would like to discuss with Dale and the Board

3/8/2024 I was able to get into the storage closet all the rec supplies are in. I have determined I will need to make time to go through and organize the entire inventory as it looks as though it was just thrown in at the end of the season

3/9/ was a huge success! All but 2 kids that were registered showed up. All staff except for those who weren't available and Anthony (COVID) showed up with paperwork in hand as well as the IDs needed. I made copies and returned documents to the staff. I took the soccer pinnies home to wash as they smelled a little ripe even the ones not used.

3/12/2024 I went to the town meeting to give my update and to give paperwork to Bree for payroll. Also talked with Val fanning who gave me names and numbers for contacts for more summer info such as transportation and food. We also discussed the mini ballers program and if they were to do funding again for our program part of it would cover the insurance costs for those kids so we can make that program 100% free. We discussed \$10,000-12,000 for the program.

3/16/2024

All went well. Only 4 kids didn't show up for soccer 9:45-1015. We had an incident with a staff member stepping on a piece of glass. First aid was administered and the parent was called and advised to go to the ER. An incident report was filed at the school as well. Unsure of what my next steps should be other than to follow up. Purchased Axolotl from Girl scout troop for \$40. Did not have access to card yet so purchased through rec venmo account receipt available if needed as well as statements from venmo account

3/21/2024

Received notification from Liz George that the facilities request was approved for mini ballers. She made and sent me a sign up and flyer for approval. Everything is prepared to go live for sign up later today and to be distributed to classrooms with flyers to go home with kids.

3/23/2024

Multiple people called out. The weather on 3/22/24 made me question if we should have rec but this morning it wasn't terrible. We had the Mini baller table set up for information at check in.

3/30/2024

Final day of winter rec! Everything went smoothly and was thanked many times. Feedback from parents was very positive! I gave asked Anthony and Emma to give me their staff reviews so I have an idea of who should be joining us come summer time. We have 26 kids signed up so far for mini Ballers. Flyers are going home with kids on Tuesday April 9th. That program will start April 15th.



Wayne County Highway Department

PERMIT FEE WORK SHEET

(Prepare and submit with Section 136 Permit application, Divisible Load Permit, Special Hauling Permit)

Type of Permit	Check Type	Fee Amount	Security Deposit Amount
* <u>Driveway Culvert Installation</u>	_____	\$400.00/20'	\$0.00
* <u>Yard Culvert Installation</u>	_____	\$200.00/20'	\$0.00
Subdivision Street Entrance	_____	\$250.00	\$500.00
Watermain/Sewer Installation	_____	\$50.00	\$0.00
Gas Main/Duct/Buried Cable Installation	_____	\$100.00	\$0.00
Open Cut Roadway	_____	\$100.00	\$1,000.00
Divisible Load Permit	_____	\$10.00	\$0.00
Annual Hauling Permit (Blanket)	_____	\$200.00	\$0.00
Hauling Permit (Individual – one trip)	_____	\$50.00	\$0.00
Super/Divisible Load Permit (over 160,000 lbs.)	_____	\$300.00	\$0.00
Total Fee		\$ _____	
Total Security Deposit		\$ _____	

Notes:

1. Payment shall be made to Wayne County Highway Department.
2. **No cash, personal check, or company checks.**
3. Payment must be made with a certified check, cashiers check or money order. We also accept credit card or debit card; 2.60% fee applies.
4. Utility companies and municipalities excluded from providing security deposits unless work is completed by a contractor or actions prove security deposits are required.
5. Security deposits will be held a minimum of thirty (30) days and up to one (1) year after work is completed to the Superintendent of Highways satisfaction.

Credit Card No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ 3 digit Code \_\_\_\_\_

Billing Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Billing Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_



## Lori Diver

---

**From:** Bob Fratangelo <rfratangelo@rochester.rr.com>  
**Sent:** Thursday, March 28, 2024 2:32 PM  
**To:** Lori Diver; Ceo Clerk; 'Jay DeWispelaere'; Supervisor Clerk; 'Chris Tertinek'; ctttertinek@gmail.com; 'Dale Pickering'; 'David LeRoy'; 'Donald Ross'; 'Scott Johnson'; Scott Johnson  
**Cc:** rfratangelo@nycourts.gov  
**Subject:** Sodus Town Court Clerk

Scott, Board –

Michelle Dolan has advised the Court that she plans to retire from full time work sometime in June. We will need to replace her full time position and will have Lori run an ad for us.

Our plan is to advance Terri to the Lead/Senior Court Clerk position held by Michelle and to increase her wage to that of Michelle's when that occurs.

The new full time court clerk will start at the rate Terri is being paid now.

We are hoping that Michelle will consider staying on part time. We do need a part time clerk to help cover the Court when one of the Court Clerk's are out on PTO or both go to training etc.

Hopefully we find a new Court Clerk soon so they can start training before Michelle leaves.

We will keep you updated on our progress.

Please let me know if you have any questions.

Thank you for your continued support.

v/r Bob Fratangelo



# Barton & Loguidice

March 20, 2024

Mr. Scott Johnson, Supervisor  
Town of Sodus  
14-16 Mill Street  
Sodus, New York 14551

Re: 2024-2026 Annual Post-Closure Monitoring Program  
Town of Sodus Landfill

File: 708.6703

Dear Mr. Johnson:

As a follow-up to the completion of the 2021-2023 Post-Closure Monitoring Program, we have prepared this proposal for the continuation of our services relating to this project for 2024-2026. As you may be aware, the 2003 approved variance monitoring schedule prepared by Barton & Loguidice, P.C. reduced the landfill monitoring from quarterly (four times per year) to annually (once per year). Since the continuance of the variance schedule and associated cost savings are contingent upon long term continuity of data and quality reporting, we have prepared the costs listed below, which are the same as our previously agreed upon costs, for our continual involvement and service on this project.

Our proposed annual monitoring and reporting costs will be \$7,600 with a three year total of \$22,800. As done previously, the work to be performed will include annual groundwater and perimeter landfill gas sampling, landfill cap inspections, laboratory analyses, data quality review, and the preparation of annual summary reports in accordance with the 6NYCRR Part 360 landfill post-closure regulations.

The estimated program cost listed above will not be exceeded without prior written authorization by the Town of Sodus. Although not anticipated, if additional services beyond the scope of work listed above are found to be necessary or requested, a supplemental cost estimate would be prepared for the Town's review and authorization. Invoices will be prepared on a percent complete lump sum basis towards the project. One invoice will be submitted for each annual period once services are commenced. Again, please note that we do not anticipate additional costs or services associated with the work outlined above.

If this proposal is acceptable to the Town of Sodus, then please execute in the space provided below and return a copy of this Letter Agreement to us. This will serve as our notice to proceed with the 2024-2026 Post-Closure Monitoring Program when necessary.



Scott Johnson  
2024-2026 Annual Post-Closure Monitoring Program  
March 20, 2024  
Page 2

Please contact Brian McGrath or me if you have any questions regarding this proposal or any of the post-closure landfill monitoring requirements. It is a pleasure to continue to assist the Town of Sodus with professional engineering and environmental consulting services.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

David R. Hanny, CPESC, CPSWQ, LEED AP  
Vice President

Brian J. McGrath  
Senior Staff Field Scientist

BJM/DRH/tmj  
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Sodus ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Scott Johnson, Supervisor  
Town of Sodus

4-12-2024

\_\_\_\_\_  
Date



**STANDARD TERMS AND CONDITIONS**  
for  
**PROFESSIONAL CONSULTANT SERVICES**  
provided by  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

