Sodus Town Board Agenda
Public Hearings & Regular Month End-Town Board Meeting
November 28, 2023
4:00 PM

Pledge of Allegiance
Roll Call: *(Lori Diver)*
Supervisor Johnson, Councilperson LeRoy, Councilperson Ross, Councilperson Tertinek, Councilperson Willmott

Month End Town Board Meeting Agenda

1. Motion to adopt resolution to pay Abstract 21-2023
   First_____ Seconded_____

2. Resolution authorizing Supervisor Scott Johnson to sign the Cemetery Services Agreement between Doyle Excavating and the Town of Sodus.
   First_____ Seconded_____

3. Resolution authorizing Supervisor Scott Johnson to sign contract between the Humane Society of Wayne County and the Town of Sodus.
   First_____ Seconded_____

4. Resolution authorizing Supervisor Scott Johnson to sign SEQR for Williamson Flying Club, Inc. Williamson-Sodus Airport Sustainability Project.
   First_____ Seconded_____

5. Discussion on Camp Beechwood Caretakers House-basement windows-door *(Chris Tertinek).*

6. Discussion on applications received/not received for Dog Control Officer and Sodus Recreation Director

7. 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_____

8. Motion to exit out of Executive Session and enter back into regular session.
   First_____ Seconded_____
   Time _____

9. Motion to adjourn.
   First_____ Seconded_____
   Time _____

MINUTES

Minutes of the Month End Town Board Meeting commencing at 4:00 PM in the upstairs meeting room November 28, 2023 located at 14-16 Mill St. Sodus, NY 14551.
All meetings are open to the public.

Present:	Scott Johnson, Supervisor David LeRoy, Councilperson/Deputy Supervisor Don Ross, Councilperson Chris Tertinek, Councilperson Cathy Willmott, Councilperson
Recording Secretary:	Lori Diver, Sodus Town Clerk
Absent:	N/A
Others Present:	Casey Carpenter, Times of Wayne County Bree Crandell, Supervisor Clerk Ervina Donavan-Village of Sodus

Supervisor Scott Johnson called the Month End Town Board Meeting to order commencing at 4:00 PM and Lori Diver opened with roll call. All were present.

ABSTRACT
RESOLUTION TO PAY ABSTRACT No. 21-2023
(06 11-2023)

WHEREAS, the following bills were presented for payment on Abstract 21:

General	499-514	$	69,548.00
Highway	283-292	$	35,250.50
Capital Projects	005-005	$	1,375.82
Trust & Agency	057-058	$	1,478.43
	GRAND TOTAL:	**$**	**107,652.75**

NOW BE IT RESOLVED, Councilperson David LeRoy motioned to authorize payment for Abstract # 21 as listed and adopt this resolution which was seconded by Councilperson Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Resolution Adopted.
(See report inserted-end of minutes)

RESOLUTION
CEMETERY AGREEMENT-BILL DOYLE
(07 11-2023)

CEMETERY SERVICES AGREEMENT
BETWEEN
THE TOWN OF SODUS, NEW YORK AND DOYLE EXCAVATING

This Cemetery Services Agreement ("Agreement") is made and entered into by and between the TOWN OF SODUS, NEW YORK ("TOWN") and DOYLE EXCAVATING ("CONTRACTOR"), a licensed equipment operator in the state of New York.

RECITALS

WHEREAS, the TOWN owns and operates cemeteries within the Town of Sodus, New York to serve the burial needs of its citizens; and

WHEREAS, the locations of such Cemeteries include: Joy Cemetery, South Sodus Cemetery, Alton Cemetery, Centenary Cemetery, Swales Cemetery and Bushnell Cemetery, and

WHEREAS, the purpose of this Agreement is to provide grave excavating services and filling services, and for the TOWN; and

WHEREAS, CONTRACTOR, in consideration of this Agreement, agrees to provide the necessary equipment and labor for interment services in the Cemeteries.

NOW, THEREFORE, in consideration of the mutual benefit and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONTRACTOR agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR. The CONTRACTOR agrees to provide the necessary equipment and labor for interment services at the Cemeteries, including, but not limited to the following:

A. Opening and closing of graves for full body burial and cremations and grave leveling for dis-interments to locations specified by the TOWN. The work shall require removal of excess dirt resulting from opening and closing graves, as well as seeding and sodding of the mound.

B. Installation of concrete foundations for monuments and markers.

C. Coordinating scheduling, services, inspections of graves, and soil transportation with TOWN staff.

D. Excavating graves prior to graveside services. The TOWN shall select, measure, and mark each interment location for burial. The TOWN is the property owner and manager and must be notified when the CONTRACTOR arrives at the requested location prior to conducting any work. The CONTRACTOR must inform the TOWN of any issues with regard to the property and internment services. The CONTRACTOR will promptly close the grave once burial services have been concluded. In no event shall the grave closing exceed one (1) hour from the conclusion of the funeral service.

E. The CONTRACTOR shall safely maintain open graves and keep them neat and orderly until the graveside funeral services have concluded.

F. The TOWN shall be entitled to request various additional services, such as grave repair, leveling, filling or backfilling uneven graves, additional soil excavation and moving services, at no cost the TOWN.

G. The CONTRACTOR must be available to perform interments seven (7) days a week, 365 days a year, except for the following holidays: Christmas, New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving Day.

2. COMPLIANCE. CONTRACTOR shall be obligated at all times to comply with all terms and provisions in this Agreement.

3. INSPECTIONS. Employees or designated representatives of the TOWN shall be entitled to inspect the CONTRACTORS work during the term of this Agreement to verify and substantiate the CONTRACTORS compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement. The TOWN shall be entitled to request information from the CONTRACTOR deemed by the TOWN to be reasonable or necessary to verify CONTRACTORS compliance with this Agreement or entitlements under this Agreement.

4. TERM. This Agreement shall become enforceable upon execution by the TOWN and CONTRACTOR and shall be effective as of the date of this Agreement. This Agreement shall terminate no later than five (5) years from the date of this Agreement. Notwithstanding anything state in this Agreement to the contrary, the TOWN shall be entitled to terminate this Agreement on each anniversary date of this Agreement by a prior sixty (60) day written notice of termination from the TOWN to the CONTRACTOR.

5. BILLING AND PAYMENT. The TOWN shall pay CONTRACTOR $750.00 for each standard grave opened and closed and the TOWN shall pay CONTRACTOR $400.00 for dis-interments which include opening and closing the original grave and $400.00 for each grave for infants or ashes that are opened and closed or dis-interned. The TOWN shall pay CONTRACTOR $.85 cents per square inch and a minimum charge of $300.00 for each marker foundation and the same for each monument foundation. CONTRACTOR may bill the TOWN on a per grave basis or for services rendered each month. The TOWN shall pay CONTRACTOR $100.00 for burials on the weekends and $50.00 for grass seeding. TOWN will pay any bill received within thirty (30) days of receipt of the bill.

6. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. CONTRACTOR makes the following covenants and warranties to the TOWN, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement container herein or failure to timely and fully perform as required in this Agreement shall be an act of default by CONTRACTOR. Failure to comply with any of the covenants or warranties shall constitute an act of default by CONTRACTOR.

A. No litigation or governmental proceeding is pending or threatened against CONTRACTOR or affecting CONTRACTOR that may result in any material adverse change in CONTRACTOR. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by CONTRACTOR to the TOWN in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and CONTRACTOR has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, CONTRACTOR has acquired and maintains all necessary rights, licenses, permits and authority to carry on the work required in this Agreement in Sodus, New York and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. CONTRACTOR shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, CONTRACTOR shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

F. CONTRACTOR shall timely and fully comply with all the terms and conditions of this Agreement.

G. CONTRACTOR shall notify the TOWN in writing of substantial changes in its management within seven (7) days.

H. CONTRACTOR agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. CONTRACTOR shall operate in compliance with all federal, state and local laws, rules and regulations applicable to its work, during the term of this Agreement.

J. CONTRACTOR warrants that any grave opened and closed by CONTRACTOR within the preceding year of the date of this Agreement and those opened and closed by CONTRACTOR hereafter shall be filled and leveled if needed at the sole cost of CONTRACTOR for a period of four (4) months from the date of the opening or closing.

K. CONTRACTOR warrants that any head stone at a grave site opened and closed by CONTRACTOR within the preceding year of the date of this Agreement

and those opened and closed by CONTRACTOR hereafter shall be leveled if needed at the sole cost of CONTRACTOR for a period of four (4) months from the date of the opening or closing of the grave site.

L. CONTRACTOR has full knowledge of the scope, nature, quantity, and quality of work to be performed and the detailed requirements of the specifications, as well as the conditions under which the work is to be performed and of the Cemeteries.

7. INSURANCE. The CONTRACTOR shall secure and maintain in full force and effect insurance to protect, insure and defend the CONTRACTOR, its subcontractors, employees, and the TOWN as an additional insured, its officers, agents, Councilpersons, representatives and employees from all claims, damages, losses, causes of action resulting from bodily injuries, death or property damage which may arise out of the CONTRACTOR'S performance or nonperformance of its duties under this Agreement, whether that performance or nonperformance is by the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by the CONTRACTOR or any subcontractor. The following minimum levels of coverage are required:

A. Public liability and Property Damage:

1. General Liability: $1,000,000.00 per occurrence

2. Property Damage: $1,000,000.00 per occurrence

3. Automobile Liability: $1,000,000.00

B. Umbrella Liability: $1,000,000.00

C. Workers Compensation: As required by law

D. Employers Liability: $500,000.00

Certificates of Insurance confirming coverage and showing the TOWN as an additional insured must be provided to the TOWN on or before the date of this Agreement, and renewal certificates must be provided to the TOWN at least thirty (3) days prior to the date of expiration of any required coverage. The CONTRACTOR'S failure to maintain any required insurance or to furnish any required certificate shall be grounds for termination of this Agreement. All insurance certificates must confirm that the insurance may not be cancelled without thirty (30) days prior notice to the TOWN.

8. INDEMNITY. CONTRACTOR agrees to and shall indemnify and hold harmless and defend the TOWN, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the CONTRACTOR, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in connection with the operations of the CONTRACTOR, its officers, agents, and employees carried out in furtherance of this Agreement.

9. DEFAULT. If either the TOWN or CONTRACTOR should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the TOWSN or CONTRACTOR remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the breach. In addition, the TOWN shall have the right to terminate this Agreement.

10. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the TOWN and CONTRACTOR to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the TOWN and CONTRACTOR.

12. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement.

13. ASSIGNMENT. CONTRACTOR may not assign all or any part of its rights and obligations to a third party without prior written approval of the TOWN.

14. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

CONTRACTOR:	Doyle Excavating 4690 Everdyke Road Williamson, New York 14589
TOWN:	Town of Sodus 14-16 Mill Street, Suite 3 Sodus, New York 14551

15. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

16. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of New York and venue shall be in the Supreme Courts of Wayne County, New York.

17. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

18. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

19. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

20. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The TOWN, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the CONTRACTOR.

21. PREAMBLE. The preamble is incorporated into and made a part of this Agreement for all purposes.

NOW BE IT RESOLVED, Councilperson David LeRoy motioned to authorize Supervisor Scott Johnson to sign Cemetery Services Agreement between Doyle Excavating and the Town of Sodus was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Resolution Adopted.

RESOLUTION
WAYNE COUNTY HUMANE SOCIETY AGREEMENT
(08 11-2023)
~SEE NEXT PAGE~

THE WAYNE COUNTY HUMANE SOCIETY
AGREEMENT FOR SHELTER SERVICES

THIS AGREEMENT, made this 28th day of November, 2023, Pursuant to the provisions of Sections 115 and 116 of the Agriculture and Markets Law, by and between the Town of Sodus, a municipal corporation in the State of New York, party of the first part, and the Wayne County Humane Society, a corporation organized and existing pursuant to the Not-For-Profit Corporation Law of the State of New York, and having its office and principal place of business at 1475 County House Road, Lyons, New York, party of the second part,

WITNESSETH:

FIRST: The party of the second part, in consideration of the payment to it by the party of the first part of the sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

1. The party of the second part will provide and maintain a shelter for animals in such shelter and will humanely euthanized or make available for adoption seized domestic animals not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under the care and charge of a competent employee and shall be open to the public at reasonable hours.

2. The party of the second part will not turn domestic animals away from the shelter if brought to the shelter by individuals from a contracting Town/Village. The dog control officer will be notified when dog turnovers are made. The shelter personnel will require a DL18 at this time. The dog control officer will be given pertinent information on the dog and the person making the turnover.

3. The party of the second part will follow the provisions of Article 7 of the Agriculture and Markets Law and any rules and regulations promulgated pursuant thereof in relation to the holding, care, adoption, licensing, redemption and disposition of seized animals.

4. The party of the second part will file and maintain a complete record of any turn over and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7.

5. The party of the first part will control its impound fees.

SECOND: In consideration of the performance by the party of the second part of the terms of this Agreement, the party of the first part hereby agrees to pay the party of the second part in accordance with the attached schedule of charges, whenever applicable, to be billed and payable on a monthly basis. Injured animals brought in by a DCO or any duly authorized Town/Village officer of the party of the first part must be seen and treated by a veterinarian before being left with the party of the second part and be accompanied with veterinarian instructions for care. Party of the first part is responsible for veterinary bills in all cases.

This Agreement shall commence on January 1, 2024 and be terminated either upon 30 days written notice by one of the parties to the other or upon the signing of a new Agreement by the parties.

CONTRACTED CHARGES FOR January 1st 2024- December 31st 2025:

$30.00 Admission Charge per Dog

Euthanasia and Disposal charges are actual cost to the Humane Society. Charge is based upon the weight of the animal at $1.50 per pound.

If the animal has to be euthanized the admission fee is waived, only euthanasia and disposal cost will be billed to the Town.

Boarding: Town Cost: cats and dogs; $12.00 per day per animal

Owner redeemed dogs: admission and boarding charges are the responsibility of the owner, HSWC charges to the Town are waived.

NON CONTRACTED CHARGES FOR January 1st 2024-December 31st 2025:

$50.00 Admission Charge per Dog

Euthanasia and Disposal charges are actual cost to the Humane Society; Charge is based upon the weight of the animal at $1.50 per pound.

Boarding: Town Cost: cats and dogs: $15.00 per day per animal

Owner redeemed dogs: admission and boarding charges are the responsibility of the owner, charges to the Town are waived.

- If the shelter is involved in any after hours drop offs, the charges are $50.00 per hour. The person to contact for after hours assistance is: Mark Plyter @ 315-310-1906 or by calling Wayne County 911 center and asking to have him notified.
- Towns will be charged $30.00 per hour to transport a dog to a veterinarian if there is a need to be seen within the 5 day holding period. If the dog has been held for the 5 day holding period at your facility, there will be no cost to transport. All veterinarian care within the holding period will be actual cost billed to the Town.

The Humane Society of Wayne County reserves the right to determine which animals are adoptable and which are not. An explanation for why a "town/village" dog is euthanized will accompany your billing statement.

NOW BE IT RESOLVED, Councilperson Cathy Willmott motioned to authorize Supervisor Scott Johnson to sign the Wayne County Humane Society Agreement was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Resolution Adopted.

RESOLUTION
SEQR FOR WILLIAMSON FLYING CLUB, INC
(09 11-2023)
~SEE NEXT PAGE~

DV-21 NYS PIN 4912.86

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Town of Sodus

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

☐	Type I Action -	with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
☐	Type I Action -	with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
☐	Unlisted Action -	with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
☐	Unlisted Action -	with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been/ will be prepared and filed).
☑	Type II Action	NYCRR Section 617.5 (c) (1)
☐	Ministerial Act	
☐	Exempt Act	

PROJECT DESCRIPTION

The project purpose is rehabilitate the existing above ground, 20,000 gallon AVGAS fuel tank and dispensing system. The work includes installing a cat walk for top side access, replacing fill and dispenser piping, replacing spill containment remote fill locations, replacing the credit card (self-serve) processing unit, replacing the fuel dispensers, painting the tank and piping, providing new code compliant dry chemical, fire extinguishers, and installing new overfill protection. No increase in capacity or change in function is planned. The AVGAS system is exclusively used for aircraft refueling.

Authorized Signature

Sodus Town Supervisor
Title

November 28, 2023
Date

NOW BE IT RESOLVED, Councilperson Don Ross motioned to authorize Supervisor Scott Johnson to sign the SEQR for the Williamson Flying Club, Inc. was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Resolution Adopted.

Councilperson Chris Tertinek discussed a quote he received from F.R. Cooper Home Improvement for the Bilko Door and basement windows for Camp Beechwood's caretaker house.

Discussion was held on applications received for the Backup DCO and Recreation Director position currently vacant.

Motion by Councilmember David LeRoy to approve donation of $3,000.00 for Wallington Community Fireworks to Wallington Fire Department; to be held December 10, 2023 at 6:00 PM was seconded by Councilmember Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, abstain; Chris Tertinek, aye; and Cathy Willmott; aye. Motion carried.

Motion by Councilmember Cathy Willmott 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 Councilmember Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Motion carried.
Time 4:25 PM

Motion by Councilmember Don Ross to exit out of Executive Session and to enter into Regular Session was seconded by Councilmember Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Motion carried.
Time 4:53 PM

Councilperson Cathy Willmott motioned to adjourn the Month End Town Board Meeting was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Cathy Willmott; aye. Motion carried. 4:54 PM

Minutes Written By:
Lori K. Diver
Sodus Town Clerk, RMC

MEETING ATTENDANCE SIGN-IN SHEET

Meeting Date: November 28, 2023

Committee/Board: Month End 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. Casey Carpenter Times
2. ERVINA DONOVAN VILLAGE
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Scott - Pay for a team
Remind him.

Remind Scott

Ervina
Donaven

Casey Carpenter

Lori

Bree Cradell

Sodus Town Board Agenda
Public Hearings & Regular Month End-Town Board Meeting
November 28, 2023
4:00 PM

Pledge of Allegiance
Roll Call: *(Lori Diver)*
Supervisor Johnson, Councilperson LeRoy, Councilperson Ross, Councilperson Tertinek, Councilperson Willmott

Month End Town Board Meeting Agenda

1. Motion to adopt resolution to pay Abstract 21-2023
   First Dave Seconded Cathy
2. Resolution authorizing Supervisor Scott Johnson to sign the Cemetery Services Agreement between Doyle Excavating and the Town of Sodus.
   First Dave Seconded Chris
3. Resolution authorizing Supervisor Scott Johnson to sign contract between the Humane Society of Wayne County and the Town of Sodus.
   First Cathy Seconded Don
4. Resolution authorizing Supervisor Scott Johnson to sign SEQR for Williamson Flying Club, Inc. Williamson-Sodus Airport Sustainability Project.
   First ~~Cathy~~ Seconded ~~Dave~~ Don
5. Discussion on Camp Beechwood Caretakers House-basement windows-door *(Chris Tertinek)*. Chris
   Bilco Door - waiting on quote w/ specs - F.R. Cooper Home Improvement
6. Discussion on applications received/not received for Dog Control Officer and Sodus Recreation Director

Addition: Wallington Fire Dept. Fireworks discussion

7. 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 Cathy Seconded Chris
   Time 4:25 pm
8. Motion to exit out of Executive Session and enter back into regular session.
   First Don Seconded Cathy
   Time 4:53
9. Motion to adjourn.
   First Cathy Seconded Dave
   Time ~~4:54~~ pm

Chris
Week of Dec 11th - (Summonds of Jury Duty)

- Wallington Fire Works - $3,000.00
  Dave - Chris - (Don Abstain)

TOWN OF SODUS

Abstract of Unaudited Vouchers

GENERAL FUND - TOWNWIDE

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
499	VILLAGE OF SODUS VILLAGES SHARE OF FINES FOR SEPT.	A1130.4	125.00		
500	EASTERN SHORE ASSOCIATES INSURANCE RENEWAL 2024	A1910.4	55,311.63		
501	ROCHESTER AREA CONST. & HEALTH INSURANCE DECEMBER 2023	A9060.8	5,278.04		
502	MEREDITH CARROLL MILEAGE-CLASS	A1355.4	106.77		
503	MICHELLE DOLAN MILEAGE-COURT	A1110.4	78.60		
504	PEAKE OFFROAD 20755/U FORCE 1000 NERF BARS	A7110.248	302.48		
504	PEAKE OFFROAD 20459/RANGER XP-REPAIR	A7110.458	3,790.18		
505	LAKE COUNTRY DISTRIBUTING WATER-MUNICIPAL BUILDING	A1620.4	19.50		
507	LYONS NATIONAL BANK 4655/ASSESSOR'S ASSOCIATION	A1355.4	50.00		
507	LYONS NATIONAL BANK 4614/OFFICE EQUIPMENT	A1355.4	11.79		
508	MORGAN RUBBISH REMOVAL INC. 373526/GARBAGE REMOVAL-RECYCLE	A5132.4	99.91		
509	CHARTER COMMUNICATIONS 141749001111423/INTERNET SERVICE	A1620.4	329.96		
509	CHARTER COMMUNICATIONS 142339301110723/DIGITAL ADAPTER	A1620.4	35.34		
510	TOSHIBA AMERICA BUSINESS SOLUT 516133212/COPIER-LEASE	A1620.4	88.26		
511	ALTERNATIVE TECHNOLOGY LLC 1520/UPS-BATTERY SERVER UPDATES	A1620.4	259.00		
512	MATTHEW BENDER & CO. INC. 39311813/LAW UPDATES	A1110.4	52.00		
513	ROCHESTER GAS AND ELECTRIC 2003-1838-277/HIGHWAY	A5132.4	511.10		
513	ROCHESTER GAS AND ELECTRIC 2002-7887-429/BEECHWOOD GARAGE	A7110.45	49.28		
513	ROCHESTER GAS AND ELECTRIC 2003-2792-853/CEMETERY	A8810.4	36.33		

TOWN OF SODUS

Abstract of Unaudited Vouchers

GENERAL FUND - TOWNWIDE

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
514	YOUNG EXPLOSIVES WALLINGTON FD FIREWORKS	A7550.4	3,000.00		
	Total:		69,535.17		

TOWN OF SODUS

Abstract of Unaudited Vouchers

GENERAL FUND - OUTSIDE VILLAGE

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
506	WAYUGA PRINTING & PUBLISHING 35CA4E4F/PLANNING BOARD LEGAL	B8020.4	12.83		
	Total:		12.83		

TOWN OF SODUS

Abstract of Unaudited Vouchers

HIGHWAY FUND - TOWNWIDE

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
283	ROCHESTER AREA CONSTRUCTION HEALTH INSURANCE DECEMBER 2023	DA9060.8	8,750.00		
284	ADVANCE AUTO PARTS MULTIPLE/PARTS	DA5130.4	74.18		
285	E & V ENERGY CORP 29196/DIESEL 900 GALLONS @ 3.3210	DA5130.4	2,988.90		
286	CARGILL INC-SALT DIVISION 2908825444/SALT ICE CONTROL	DA5142.4	8,024.75		
286	CARGILL INC-SALT DIVISION 2908821405/SALT ICE CONTROL	DA5142.4	7,982.48		
287	ALTRA RENTAL & SUPPLY, INC. 2311253/SUPPIES	DA5130.4	224.80		
288	LEWIS GENERAL TIRES, INC 175580/TIRES	DA5130.4	5,506.96		
289	REGIONAL INTERNATIONAL CORP 022203510P/PARTS	DA5130.4	95.65		
289	REGIONAL INTERNATIONAL CORP 022203457P/PARTS	DA5130.4	237.56		
289	REGIONAL INTERNATIONAL CORP 022203534P/PARTS	DA5130.4	143.25		
289	REGIONAL INTERNATIONAL CORP 02235480/REPAIR	DA5130.4	496.05		
289	REGIONAL INTERNATIONAL CORP 022203686P/PARTS	DA5130.4	86.33		
290	WILLIAMSON HARDWARE 4090163/PARTS	DA5130.4	15.59		
291	LAGASSE MACHINE & FABRICATION 41602/PARTS	DA5130.4	544.00		
292	EAGLE WELDING & MACHINE LLC 28325/PARTS	DA5130.4	80.00		
	Total:		35,250.50		

TOWN OF SODUS

Abstract of Unaudited Vouchers

WATER OPERATING FUND

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
5	TOWN OF WILLIAMSON 2023 WILLIAMSON UTILITY RELEVY	SW4-8320.4	1,375.82		
	Total:		1,375.82		

TOWN OF SODUS

Abstract of Unaudited Vouchers

TRUST & AGENCY

Total Claims: $107,652.75 11/28/2023 Number 021

Voucher #	Claimant	Account #	Amount	Check	Date
57	ROCHESTER AREA CONST. & HEALTH INSURANCE DECEMBER 2023	TA20	1,089.32		
58	EXCELLUS HEALTH PLAN DENTAL INSURANCE DECEMBER 2023	TA20	389.11		
	Total:		1,478.43		

CEMETERY SERVICES AGREEMENT

BETWEEN

THE TOWN OF SODUS, NEW YORK AND DOYLE EXCAVATING

This Cemetery Services Agreement ("Agreement") is made and entered into by and between the TOWN OF SODUS, NEW YORK ("TOWN") and DOYLE EXCAVATING ("CONTRACTOR"), a licensed equipment operator in the state of New York.

RECITALS

WHEREAS, the TOWN owns and operates cemeteries within the Town of Sodus, New York to serve the burial needs of its citizens; and

WHEREAS, the locations of such Cemeteries include: Joy Cemetery, South Sodus Cemetery, Alton Cemetery, Centenary Cemetery, Swales Cemetery and Bushnell Cemetery, and

WHEREAS, the purpose of this Agreement is to provide grave excavating services and filling services, and for the TOWN; and

WHEREAS, CONTRACTOR, in consideration of this Agreement, agrees to provide the necessary equipment and labor for interment services in the Cemeteries.

NOW, THEREFORE, in consideration of the mutual benefit and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONTRACTOR agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR. The CONTRACTOR agrees to provide the necessary equipment and labor for interment services at the Cemeteries, including, but not limited to the following:

A. Opening and closing of graves for full body burial and cremations and grave leveling for dis-interments to locations specified by the TOWN. The work shall require removal of excess dirt resulting from opening and closing graves, as well as seeding and sodding of the mound.

B. Installation of concrete foundations for monuments and markers.

C. Coordinating scheduling, services, inspections of graves, and soil transportation with TOWN staff.

D. Excavating graves prior to graveside services. The TOWN shall select, measure, and mark each interment location for burial. The TOWN is the property owner and manager and must be notified when the CONTRACTOR arrives at the requested location prior to conducting any work. The CONTRACTOR must inform the TOWN of any issues with regard to the property and internment services. The CONTRACTOR will promptly close

the grave once burial services have been concluded. In no event shall the grave closing exceed one (1) hour from the conclusion of the funeral service.

E. The CONTRACTOR shall safely maintain open graves and keep them neat and orderly until the graveside funeral services have concluded.

F. The TOWN shall be entitled to request various additional services, such as grave repair, leveling, filling or backfilling uneven graves, additional soil excavation and moving services, at no cost the TOWN.

G. The CONTRACTOR must be available to perform interments seven (7) days a week, 365 days a year, except for the following holidays: Christmas, New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving Day.

2. COMPLIANCE. CONTRACTOR shall be obligated at all times to comply with all terms and provisions in this Agreement.

3. INSPECTIONS. Employees or designated representatives of the TOWN shall be entitled to inspect the CONTRACTORS work during the term of this Agreement to verify and substantiate the CONTRACTORS compliance with this Agreement which compliance shall be conditions precedent and subsequent to this Agreement. The TOWN shall be entitled to request information from the CONTRACTOR deemed by the TOWN to be reasonable or necessary to verify CONTRACTORS compliance with this Agreement or entitlements under this Agreement.

4. TERM. This Agreement shall become enforceable upon execution by the TOWN and CONTRACTOR and shall be effective as of the date of this Agreement. This Agreement shall terminate no later than five (5) years from the date of this Agreement. Notwithstanding anything state in this Agreement to the contrary, the TOWN shall be entitled to terminate this Agreement on each anniversary date of this Agreement by a prior sixty (60) day written notice of termination from the TOWN to the CONTRACTOR.

5. BILLING AND PAYMENT. The TOWN shall pay CONTRACTOR $750.00 for each standard grave opened and closed and the TOWN shall pay CONTRACTOR $400.00 for dis-interments which include opening and closing the original grave and $400.00 for each grave for infants or ashes that are opened and closed or dis-interned. The TOWN shall pay CONTRACTOR $.85 cents per square inch and a minimum charge of $300.00 for each marker foundation and the same for each monument foundation. CONTRACTOR may bill the TOWN on a per grave basis or for services rendered each month. The TOWN shall pay CONTRACTOR $100.00 for burials on the weekends and $50.00 for grass seeding. TOWN will pay any bill received within thirty (30) days of receipt of the bill.

6. COVENANTS, WARRANTIES, OBLIGATIONS AND DUTIES. CONTRACTOR makes the following covenants and warranties to the TOWN, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement container herein or failure to timely and fully perform as required in this

Agreement shall be an act of default by CONTRACTOR. Failure to comply with any of the covenants or warranties shall constitute an act of default by CONTRACTOR.

A. No litigation or governmental proceeding is pending or threatened against CONTRACTOR or affecting CONTRACTOR that may result in any material adverse change in CONTRACTOR. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

B. No certificate or statement delivered by CONTRACTOR to the TOWN in connection with this Agreement, or in connection with any transaction contemplated herein, contains any untrue statement or fails to state any fact necessary to keep the statements contained herein from being misleading.

C. There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and CONTRACTOR has not been informed of any potential involuntary bankruptcy proceedings.

D. To the best of its knowledge, CONTRACTOR has acquired and maintains all necessary rights, licenses, permits and authority to carry on the work required in this Agreement in Sodus, New York and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

E. CONTRACTOR shall timely pay all taxes due and owing by it to all taxing authorities having jurisdiction. In addition, CONTRACTOR shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

F. CONTRACTOR shall timely and fully comply with all the terms and conditions of this Agreement.

G. CONTRACTOR shall notify the TOWN in writing of substantial changes in its management within seven (7) days.

H. CONTRACTOR agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

I. CONTRACTOR shall operate in compliance with all federal, state and local laws, rules and regulations applicable to its work, during the term of this Agreement.

J. CONTRACTOR warrants that any grave opened and closed by CONTRACTOR within the preceding year of the date of this Agreement and those opened and closed by CONTRACTOR hereafter shall be filled and leveled if needed at the sole cost of CONTRACTOR for a period of four (4) months from the date of the opening or closing.

K. CONTRACTOR warrants that any head stone at a grave site opened and closed by CONTRACTOR within the preceding year of the date of this Agreement and those opened and closed by CONTRACTOR hereafter shall be leveled if needed at the sole cost of CONTRACTOR for a period of four (4) months from the date of the opening or closing of the grave site.

L. CONTRACTOR has full knowledge of the scope, nature, quantity, and quality of work to be performed and the detailed requirements of the specifications, as well as the conditions under which the work is to be performed and of the Cemeteries.

7. INSURANCE. The CONTRACTOR shall secure and maintain in full force and effect insurance to protect, insure and defend the CONTRACTOR, its subcontractors, employees, and the TOWN as an additional insured, its officers, agents, Councilpersons, representatives and employees from all claims, damages, losses, causes of action resulting from bodily injuries, death or property damage which may arise out of the CONTRACTOR'S performance or nonperformance of its duties under this Agreement, whether that performance or nonperformance is by the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by the CONTRACTOR or any subcontractor. The following minimum levels of coverage are required:

A. Public liability and Property Damage:

1. General Liability: $1,000,000.00 per occurrence

2. Property Damage: $1,000,000.00 per occurrence

3. Automobile Liability: $1,000,000.00

B. Umbrella Liability: $1,000,000.00

C. Workers Compensation: As required by law

D. Employers Liability: $500,000.00

Certificates of Insurance confirming coverage and showing the TOWN as an additional insured must be provided to the TOWN on or before the date of this Agreement, and renewal certificates must be provided to the TOWN at least thirty (3) days prior to the date of expiration of any required coverage. The CONTRACTOR'S failure to maintain any required insurance or to furnish any required certificate shall be grounds for termination of this Agreement. All insurance certificates must confirm that the insurance may not be cancelled without thirty (30) days prior notice to the TOWN.

8. INDEMNITY. CONTRACTOR agrees to and shall indemnify and hold harmless and defend the TOWN, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability for negligence and willful misconduct of the CONTRACTOR, including without limitation, all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or from damage to any property, arising from or in

connection with the operations of the CONTRACTOR, its officers, agents, and employees carried out in furtherance of this Agreement.

9. DEFAULT. If either the TOWN or CONTRACTOR should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of fifteen (15) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the TOWSN or CONTRACTOR remains in default after notice and opportunity to cure, the non-defaulting party shall have the right to pursue any remedy at law or in equity for the breach. In addition, the TOWN shall have the right to terminate this Agreement.

10. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced between the TOWN and CONTRACTOR to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the TOWN and CONTRACTOR.

12. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns as allowed in this Agreement.

13. ASSIGNMENT. CONTRACTOR may not assign all or any part of its rights and obligations to a third party without prior written approval of the TOWN.

14. NOTICE. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addressed:

CONTRACTOR:	Doyle Excavating 4690 Everdyke Road Williamson, New York 14589
TOWN:	Town of Sodus 14-16 Mill Street, Suite 3 Sodus, New York 14551

15. INTERPRETATION. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

16. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted, under the laws of the State of New York and venue shall be in the Supreme Courts of Wayne County, New York.

17. SEVERABILITY. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

18. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

19. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

20. NO JOINT VENTURE. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The TOWN, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the CONTRACTOR.

21. PREAMBLE. The preamble is incorporated into and made a part of this Agreement for all purposes.

Dated the ___ day of _____, 2023.

CONTRACTOR
Doyle Excavating
4690 Everdyke Road
Williamson, New York 14589

_____
Bill Doyle
Owner/Operator

TOWN OF SODUS, NEW YORK
14-16 Mill Street, Suite 3
Sodus, New York 14551

_____
By: Scott Johnson
Its: Supervisor

HUMANE SOCIETY OF WAYNE COUNTY
1475 County House Road
Lyons, NY 14489
Telephone (315) 946-3389
Fax (315) 946-9132
www.waynehumane.org

Mr. Scott Johnson
Supervisor, Town of Sodus
14-16 Mill St.
Sodus, NY 14551

Dear Supervisor Johnson:

Enclosed please find our new contract to become effective for the period 01/01/24 through 12/31/25. The contract prices remain the same as the past contract.

We received 251 dogs during the year 2022. The Shelter provides housing for cats as well as dogs; 720 cats were admitted in 2022. Our Shelter has continued to serve as a temporary home for thousands of ownerless and abused animals during the last 32 years. This humanitarian service is not funded by New York State, the Federal government, or Wayne County. Our major sources of funding continue to come from memberships, donations, bequests, specific fundraisers held throughout the year, and adoption and receiving fees.

Of the adoptable dogs we received in 2022, the live release rate was 97%. The cat live release rate for 2022 was 98%.

We hope that you will show your support for the Wayne County Humane Society by signing our new contract. If you have questions about our Shelter or if you would like to have statistics on the animal admissions from your town, please contact Mark Plyter, Executive Director, at the above phone number.

Thank you for assisting us in helping the lost, stray and abused animals of Wayne County.

Sincerely,

Mark Plyter, Director, Humane Society of Wayne County

THE WAYNE COUNTY HUMANE SOCIETY
AGREEMENT FOR SHELTER SERVICES

THIS AGREEMENT, made this 28th day of November, 2023, Pursuant to the provisions of Sections 115 and 116 of the Agriculture and Markets Law, by and between the Town of Sodus, a municipal corporation in the State of New York, party of the first part, and the Wayne County Humane Society, a corporation organized and existing pursuant to the Not-For-Profit Corporation Law of the State of New York, and having its office and principal place of business at 1475 County House Road, Lyons, New York, party of the second part,

WITNESSETH:

FIRST: The party of the second part, in consideration of the payment to it by the party of the first part of the sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

1. The party of the second part will provide and maintain a shelter for animals in such shelter and will humanely euthanized or make available for adoption seized domestic animals not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under the care and charge of a competent employee and shall be open to the public at reasonable hours.

2. The party of the second part will not turn domestic animals away from the shelter if brought to the shelter by individuals from a contracting Town/Village. The dog control officer will be notified when dog turnovers are made. The shelter personnel will require a DL18 at this time. The dog control officer will be given pertinent information on the dog and the person making the turnover.

3. The party of the second part will follow the provisions of Article 7 of the Agriculture and Markets Law and any rules and regulations promulgated pursuant thereof in relation to the holding, care, adoption, licensing, redemption and disposition of seized animals.

4. The party of the second part will file and maintain a complete record of any turn over and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7.

5. The party of the first part will control its impound fees.

SECOND: In consideration of the performance by the party of the second part of the terms of this Agreement, the party of the first part hereby agrees to pay the party of the second part in accordance with the attached schedule of charges, whenever applicable, to be billed and payable on a monthly basis. Injured animals brought in by a DCO or any duly authorized Town/Village officer of the party of the first part must be seen and treated by a veterinarian before being left with the party of the second part and be accompanied with veterinarian instructions for care. Party of the first part is responsible for veterinary bills in all cases.

This Agreement shall commence on January 1, 2024 and be terminated either upon 30 days written notice by one of the parties to the other or upon the signing of a new Agreement by the parties.

CONTRACTED CHARGES FOR January 1st 2024- December 31st 2025:

$30.00 Admission Charge per Dog

Euthanasia and Disposal charges are actual cost to the Humane Society. Charge is based upon the weight of the animal at $1.50 per pound.

If the animal has to be euthanized the admission fee is waived, only euthanasia and disposal cost will be billed to the Town.

Boarding: Town Cost: cats and dogs; $12.00 per day per animal

Owner redeemed dogs: admission and boarding charges are the responsibility of the owner, HSWC charges to the Town are waived.

NON CONTRACTED CHARGES FOR January 1st 2024-December 31st 2025:

$50.00 Admission Charge per Dog

Euthanasia and Disposal charges are actual cost to the Humane Society; Charge is based upon the weight of the animal at $1.50 per pound.

Boarding: Town Cost: cats and dogs: $15.00 per day per animal

Owner redeemed dogs: admission and boarding charges are the responsibility of the owner, charges to the Town are waived.

- If the shelter is involved in any after hours drop offs, the charges are $50.00 per hour. The person to contact for after hours assistance is: Mark Plyter @ 315-310-1906 or by calling Wayne County 911 center and asking to have him notified.
- Towns will be charged $30.00 per hour to transport a dog to a veterinarian if there is a need to be seen within the 5 day holding period. If the dog has been held for the 5 day holding period at your facility, there will be no cost to transport. All veterinarian care within the holding period will be actual cost billed to the Town.

The Humane Society of Wayne County reserves the right to determine which animals are adoptable and which are not. An explanation for why a "town/village" dog is euthanized will accompany your billing statement.

IN WITNESS THEREOF, the parties hereto have caused their separate corporate seals to be hereunto affixed and this Agreement to be signed by their authorized officers, the day and year first above written.

TOWN OF SODUS

By _____
Supervisor

WAYNE COUNTY HUMANE SOCIETY

By Mark Plyter
Its Executive Director

STATE OF NEW YORK)
) SS.
COUNTY OF WAYNE)

On this 28th day of November, 2023, before me, the subscriber, personally appeared Scott Johnson, to me personally known, who, being by me duly sworn, did depose and say that (s)he resides in the Town of Sodus, Wayne County, New York; that (s)he is the Supervisor of the Town of Sodus, Wayne County, New York, the municipal corporation described herein, and which executed the foregoing Agreement; that (s)he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Town/Village Board of such corporation; and that (s)he signed (her)his name thereto by like order.

_____
Notary Public

LORRAINE KAY DIVER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D16222330
Qualified in Wayne County
My Commission Expires May 24, 2026

STATE OF NEW YORK)
) SS.
COUNTY OF WAYNE)

On this _____ day of _____, 201 _____, before me, the subscriber, personally appeared Mark Plyter, to me personally known, who, being by me duly sworn, did depose and say that (s)he resides in the Town of Williamson, Wayne County, New York; that (s)he is the Executive Director of the Humane Society of Wayne County, New York, which executed the foregoing Agreement; that (s)he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of such Not-For-Profit corporation; and that (s)he signed (her)his name thereto by like order.

_____
Notary Public

IN WITNESS THEREOF, the parties hereto have caused their separate corporate seals to be hereunto affixed and this Agreement to be signed by their authorized officers, the day and year first above written.

TOWN OF SODUS

By _____
Supervisor

WAYNE COUNTY HUMANE SOCIETY

By Mark Plyter
Its Executive Director

STATE OF NEW YORK)
) SS.
COUNTY OF WAYNE)

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Lorraine K Diver
Notary Public

LORRAINE KAY DIVER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D16222330
Qualified In Wayne County
My Commission Expires May 24, 2026

STATE OF NEW YORK)
) SS.
COUNTY OF WAYNE)

On this _____ day of _____, 201 _____, before me, the subscriber, personally appeared Mark Plyter, to me personally known, who, being by me duly sworn, did depose and say that (s)he resides in the Town of Williamson, Wayne County, New York; that (s)he is the Executive Director of the Humane Society of Wayne County, New York, which executed the foregoing Agreement; that (s)he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of such Not-For-Profit corporation; and that (s)he signed (her)his name thereto by like order.

_____
Notary Public

LORRAINE MAY DWYER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01PD6[illegible]
Qualified in Nassau County
My Commission Expires July 24, 2020

Williamson Flying Club, Inc.
Williamson-Sodus Airport (KSDC)
PO Box 148
Williamson, NY 14589
(315)483-6011

Date: November 14, 2023

Scott Johnson
Sodus Town Supervisor

Request for Town Resolution and Environmental Quality Review (SEQR) for Airport Sustainability Project

Mr. Johnson

We have changed the scope of a NYSDOT awarded project. Originally, the project was for the installation of a JET-A Fuel Station. We have reevaluated the needs of the airport and with the approval of the NYSDOT have rescoped the project to rehabilitate the current AVGAS Fuel Station.

We request the attached SEQR be reviewed and signed for a Type II action. Type II actions are by regulation, those actions which never require further SEQR review.

If you have any questions, please let me know.

Thank you for your time and consideration.

Sincerely,

Michael Bjerga
Airport Manager
Williamson-Sodus Airport
Williamson Flying Club
(585)721-4635
airportmanager@williamsonflyingclub.com

DV-21 **NYS PIN 4912.86**

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

Town of Sodus

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

☐	Type I Action -	with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
☐	Type I Action -	with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
☐	Unlisted Action -	with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
☐	Unlisted Action -	with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been/ will be prepared and filed).
☑	Type II Action	NYCRR Section 617.5 (c) (1)
☐	Ministerial Act	
☐	Exempt Act	

PROJECT DESCRIPTION

The project purpose is rehabilitate the existing above ground, 20,000 gallon AVGAS fuel tank and dispensing system. The work includes installing a cat walk for top side access, replacing fill and dispenser piping, replacing spill containment remote fill locations, replacing the credit card (self-serve) processing unit, replacing the fuel dispensers, painting the tank and piping, providing new code compliant dry chemical, fire extinguishers, and installing new overfill protection. No increase in capacity or change in function is planned. The AVGAS system is exclusively used for aircraft refueling.

Authorized Signature

Sodus Town Supervisor

Title

November 28, 2023

Date