

Sodus Town Board Agenda
December 19, 2024
4:00 PM

****Interview with Kyle Kephart for Backup-DCO position****

Open with Pledge Allegiance

Roll Call: *(Lori Diver)*

Supervisor Johnson, Councilperson LeRoy, Councilperson Ross-absent, Councilperson Tertinek, Councilperson Willmott-absent

Agenda:

Minutes: Motion to file the following minutes:

- November 14, 2023 Regular Town Board Meeting
- November 28, 2023 Month End Town Board Meeting

- **Supervisor's Report**

- **Town Clerk's Report**

- **Resolution to approve Abstract #22-2023**

**1. Public Works Committee: Councilperson David LeRoy
(Highway, Drainage)**

- Motion to file Highway Superintendent's Report
- Salt Barn:
- RG&E: LED lighting discussion
- Safety Planning *(Municipal Building)*- **Adam Breen (IT) will be setting up meeting in 2024.**
- Drainage *N/A*

**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 Report– Robert Snyder
- Flood Damage Prevention – Chris Tertinek

**3. Recreation/Environmental Committee: Councilperson Cathy Willmott
(Recreation, Assessor, Parks, Cemeteries)**

- ~~Motion to file Sodus Recreation Report-Position Vacant~~
- Motion to file Assessor's Report – Nathan Mack
- Motion to file Camp Beachwood/Sodus Groundskeeper Report – Sal Vittozzi

**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)**

Correspondence & Information

1. Motion to pay F.R. Cooper Home Improvements 50% of the estimate (\$475.00) to build and replace bulkhead door with locking latch and weather strip seal at Beechwood Caretaker's house and to allow Supervisor Scott Johnson to sign legalities requirement form.
2. Motion to allow Lori Diver to advertise BID for removal of 4 cellar windows and one entry door, install 3 block windows and opening potential for ventilation, close off window under stairs with either masonry or glass block with no ventilation capability, install one metal door with frame (keyed lock) and remove construction debris with Camp Beechwood Caretaker's house. BID opening will be Thursday January 25, 2024 at 4:00 PM.
3. Discussion regarding Community Assistance EFC Program to help communities undertake critical water infrastructure projects (*David LeRoy*).
4. Resolution to approve 30-Day Waiver for the Ridge Tavern LLC liquor license.
5. Resolution to approve agreement between Sodus Central School District and T/Sodus Recreation regarding 21st CCLC Advisory Group and allow Supervisor Scott Johnson to sign.
6. Resolution to approve the Village of Sodus Rental Agreement for 2024 and allow Supervisor Scott Johnson to sign agreement.
7. Resolution to approve Pitney Bowes contract for SendPro C Series -Version 4 for a monthly fee of \$92.02 for 60 months and allow Supervisor Scott Johnson to sign.
8. Resolution to approve 2024 agreement with Wayne County for Snow & Ice Control on County Roads and allow Supervisor Scott Johnson to sign.
9. Discussion on burials for South Sodus Cemeteries. (*Lori Diver*).
10. Motion to enter into executive session.
11. Motion to exit out of executive session.
12. Motion to adjourn meeting.

MINUTES

Minutes of the Regular Town Board Meeting commencing at 4:00 PM in the upstairs meeting room held December 19, 2023 located at 14-16 Mill St. Sodus, NY 14551.

All meetings are open to the public.

Present:	Scott Johnson, Sodus Town Supervisor David LeRoy, Councilperson/Deputy Supervisor Chris Tertinek, Councilperson
Recording Secretary:	Lori Diver Sodus Town Clerk
Absent:	Cathy Willmott, Councilperson Don Ross, Councilperson
Others Present:	Kyle Kephart, Backup DCO Applicant Bree Crandell, Supervisor Clerk Dale Pickering, Highway Superintendent Jared Laird, 2024 Elected Highway Superintendent

Supervisor Scott Johnson called the Regular Town Board Meeting to order commencing at 4:00 PM and Lori Diver opened with roll call. All Board Members were present with the exception of Cathy Willmott and Don Ross.

Interview with applicant Kyle Kephart was held for backup DCO position.

MINUTES

Minutes from November 14, 2023 was presented to the Town Board to be filed. Councilperson David LeRoy motioned to file these Minutes, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

Minutes from November 28, 2023 was presented to the Town Board to be filed. Councilperson Chris Tertinek motioned to file these Minutes, which was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

SUPERVISOR'S REPORT

The Supervisor's monthly report was presented for November 2023 with Town of Sodus budgetary accounts (balances to date) including; current bank statements. Councilperson David LeRoy motioned to file this report, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

TOWN CLERK'S REPORT

The Town Clerk's Reports, Town Clerk's bank statements for audit and bank register for November 2023 was presented. Note: bank statement and bank register are listed in detail with Town Clerk cash book for 2023. For security reasons and confidentiality, it cannot be published in Minutes. Councilperson Chris Tertinek motioned to file these reports, which was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

ABSTRACT

RESOLUTION TO PAY ABSTRACT NO. 22

(01 12-2023)

WHEREAS, the following bills were presented for payment on Abstract 22:

General	515-559	\$	19,086.95
Highway	293-312	\$	62,225.72
Special District	023-023	\$	1,012.88
GRAND TOTAL:			\$ 82,325.55

NOW BE IT RESOLVED, Councilperson David LeRoy motioned to approve payment of these bills as reviewed for Abstract No. 22, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Resolution Adopted.

(See report inserted-end of minutes)

PUBLIC WORKS COMMITTEE: Councilperson David LeRoy, Chair

(Highway, Drainage - Deputy Town Supervisor)

HIGHWAY REPORT:

(Dale Pickering - Highway Superintendent)

Councilperson Chris Tertinek motioned to file the monthly November 2023 Highway report, was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

Salt Barn:

N/A

RG&E (Led lighting):

N/A

Safety Planning (Municipal Building): Adam Breen (IT) will be setting up a meeting in 2024

Drainage:

N/A

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

CODE ENFORCEMENT REPORT:

Frank Gahr- CEO

Councilperson David LeRoy motioned to file the monthly November 2023 Code Enforcement Report, was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

DOG CONTROL REPORT:

Robert Snyder, Primary DCO

Vacant- Secondary DCO

Councilperson David LeRoy motioned to file the monthly November 2023 Dog Control report as written, was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

FLOOD DAMAGE PREVENTION REPORT-Code 69:

Chris Tertinek, Councilperson

Councilperson Chris Tertinek shared his flood damage prevention report as follows: Lake at 244.16 ft ASL at end of November. Down 4.9 inches from end of previous month.

At the end of November, about 1 inch lower than last year.

Now about 3 inches below the long-time mean level.

Long term forecast for mid-May 2024, 245.7 ft ASL. About 2 inches below long-time mean level and about 1.4 feet below 2023 in mid-May. NOTE: Last month's report error.

Forecast should have read "mid-April 2024 about 1 foot fellow compared to mid-April 2023." Not the same level as reported.

RECREATION/ENVIRONMENTAL COMMITTEE: *Councilwoman Cathy Willmott*

(Recreation, Assessor, Parks, Cemeteries)

Recreation Report

Position Vacant

Assessor's Report

(Nathan Mack, Assessor)

Councilperson David LeRoy motioned to file the monthly November 2023 report from Sole Assessor Nathan Mack was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

Camp Beechwood Report

(Sal Vittozzi, Caretaker)

Councilperson David LeRoy motioned to file the monthly November 2023 Camp Beechwood report from Sal Vittozzi, Caretaker was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

(See report inserted-end of minutes)

PUBLIC SAFETY/DRAINAGE/ENVIRONMENT COMMITTEE: *Councilperson Don Ross, Chair (Fire, Ambulance, Emergency Preparedness)*
Councilperson Don Ross -Absent (no report)

TOWN HALL COMMITTEE: *Scott Johnson, Supervisor*
(Personnel, Clerks, Justices, Assessor, Building Inspector, Town Council, Boards, Insurances, Finance)
N/A

Supervisor Scott Johnson appointed new committee heads for 2024, they are as follows:

Public Works Committee: Councilperson David LeRoy
(Highway, Drainage, Safety Planning, Salt Barn, RG&E)

Buildings and Grounds Committee: Councilperson Chris Tertinek
(Code Enforcement, Dog Control, Flood Damage Prevention)

Recreation and Assessor Committee: Councilperson Dale Pickering
(Recreation & Assessor)

Public Safety Committee: Councilperson Don Ross
(Fire, Ambulance, Emergency Preparedness-WC, Water Authority, WC)

Town Hall Committee: Supervisor Scott Johnson
(Camp Beechwood, Personnel, Town Council, Court, Assessor, Building Inspector, Boards/Committees, Insurances, Finance, Environmental)
NOTE: Newly Added Camp Beechwood

CORRESPONDENCE & INFORMATION

Councilperson David LeRoy motioned to pay F.R. Cooper Home Improvements 50% of the estimate (\$475.00) to build and replace bulkhead door with locking latch and weather strip seal at Beechwood Caretaker's house and to allow Supervisor Scott Johnson to sign legalities requirement form was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.
(See below)

ESTIMATE



Town Of Sodus
14 Mill Street, Sodus, NY, USA

Estimate #: 31
Date: 11/30/23

F.R. Cooper Home Improvements LLC
8271 Ridge Rd.
Sodus NY 14551
F.R.CooperHomeImprovements@gmail.com
+15854308208

Item	Quantity	Cost	Subtotal
Bulkhead Door Build & replace current bulkhead door with locking latch, weather strip seal	1	\$949.99	\$949.99

Legalities

This is a free estimate there is no money due at this time

This estimate expires in 90 days

A 50% deposit is due upon signing this agreement, and a letter of credit will be issued guaranteeing the return or proper application of such payments to the purposes of the contract.

Any and all estimates for the same project thereafter will be subject to a re-estimate fee of \$120.00

Merchant Fees associated with Credit/Debit and Venmo payments shall be the responsibility of the client or homeowner. They are as follows:

Venmo: 1.9% + 10 cents

Square (credit, debit): 2.6% +10 cents

Square (If cardholder not present): 3.5% +15 cents

By signing this document the customer agrees to the service and conditions outlined in this document.

Town Of Sodus

Lori Diver

From: cmt@rochester.rr.com
Sent: Sunday, December 3, 2023 1:12 PM
To: Lori Diver
Subject: FW: Quote:

Lori:

The price for the bulkhead door alone. still holds. See below. We should put in on the next board meeting agenda.

Capt. Christian Tertinek
 North Coast Marine Training, LLC
<http://northcoastmarinettraining.com/>
 585-746-5266

From: Brandon Cooper <f.r.cooperhomeimprovements@gmail.com>
Sent: Saturday, December 2, 2023 4:11 PM
To: Chris Tertinek <cmt@rochester.rr.com>
Subject: Re: Quote:

Yes I will still do the door for \$949.99

On Sat, Dec 2, 2023, 15:56 <cmt@rochester.rr.com> wrote:

Brandon:

Councilperson Chris Tertinek motioned to allow Lori Diver to advertise BID for removal of 4 cellar windows and one entry door, install 3 block windows and opening potential for ventilation, close off window under stairs with either masonry or glass block with no ventilation capability, install one metal door with frame (keyed lock) and remove construction debris with Camp Beechwood Caretaker's house. BID opening will be Thursday January 25, 2024 at 4:00 PM was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, absent; Chris Tertinek, aye; and Cathy Willmott; absent. Motion carried.

Discussion was held regarding Community Assistance EFC Program to help communities undertake critical water infrastructure projects (*David LeRoy-see pamphlet at end of minutes*).

Waive 30 Day Notice for Liquor License Application

Resolution
(02 12-2023)

Supervisor Johnson offered the following resolution and moved for its adoption:
 Councilperson Chris Tertinek motioned for its adoption; and

WHEREAS, Linda M. Ingersoll owner of the Ridge Tavern LLC located at 6968 Ridge Rd. Sodus, NY 14551 in the Town of Sodus intends to file for a New York State Liquor License; and

WHEREAS, pursuant to Alcohol Beverage Control Law Section 64(2A), an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; now therefore be it; and

RESOLVED, that the Town Board of the Town of Sodus hereby waives the thirty (30) days' notice period concerning The Ridge Tavern LLC allowing an earlier submission of liquor license application.

Councilperson David LeRoy seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.

Agreement between SCSD-T/Sodus Recreation regarding 21st CCLC Advisory Group Resolution
(03 12-2023)

Supervisor Johnson offered the following resolution and moved for its adoption: Councilperson David LeRoy motioned to allow Supervisor Scott Johnson to sign this agreement for its adoption; and

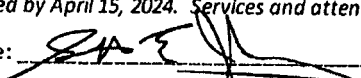
Sodus Central School District
and
Sodus Recreation

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of Sodus Recreation and the Sodus Central School to increase enrichment as part of the 21st CCLC. Management of the project will occur through the 21st CCLC Advisory Group and concerns will be addressed by the Sodus Central School Project Director.

Specific Roles and Responsibilities

Sodus Recreation will:	The Sodus Central School and 21 st CCLC Program Staff will:
<ul style="list-style-type: none"> • Plan and organize youth recreation programs for up to 40 Sodus youth. • Prepare & provide all materials and directions to families. • Encourage participation and continuous recruitment via Sodus Recreation website and social media. • Maintain supportive programming environments for youth and families. • Attend Sodus advisory meetings quarterly. • Document participation. • Provide attendance sheets for data collection monthly to Sodus Central School District. • Coordinate scheduling with Site Leaders and the Project Director. 	<ul style="list-style-type: none"> • Provide gym space for recreation programs. • Facilitation of communication among all partners. • Facilitation of advisory meetings • Support recreation programs • Assist in data collection for grant purposes and progress monitoring • Maintain supportive programming environments for youth and families. • Document participation with photos & anecdotal stories • Encourage participation and continuous recruitment. • Use website and social media networks to encourage participation. • Coordinate scheduling with Site Leaders and the Project Director

Sodus Recreation may bill for a total of \$3,000. This will cover all material expenses and delivery of programs. Service must be between December 1, 2023, and March 31, 2024. Invoices may be provided monthly. All invoices must be received by April 15, 2024. Services and attendance must be rendered prior to invoice payment.

Signature:  Date: 12/19/23

Councilperson Chris Tertinek seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson

Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.

Rental Agreement V/Sodus and Town of Sodus

Resolution

(04 12-2023)

Supervisor Johnson offered the following resolution and moved for its adoption:
Councilperson Chris Tertinek motioned to allow Supervisor Scott Johnson to sign this agreement for its adoption; and
(See Next Page)



The Village of Sodus, New York

14 – 16 Mill Street
Sodus, NY 14551
315.483.9821

www.villageofsodus.org • [Facebook.com/sodusvillage](https://www.facebook.com/sodusvillage)

RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of January 2024 between the Village of Sodus, a municipal corporation located within the Town of Sodus, Wayne County, New York, Party of the First Part, hereinafter referred to as the "Lessor", and the Town of Sodus, a municipal corporation of the same place, Party of the Second Part, hereinafter referred to as the "Lessee".

WITNESSETH: That the Lessor, hereby leases to the Lessee and the Lessee hereby rents from the Lessor, a suite of offices located in the southeast portion of the upper level, and the courtroom with enclosed office located in the northwest portion of the lower level of the Sodus Municipal Building, located at 14-16 Mill Street, in the Village of Sodus, Wayne County, New York 14551 for a term of twelve months to commence on the 1st day of January 2024 to end the 31st day of December 2024 both dates inclusive, at an annual rental of \$24,000.00 to be paid in equal monthly payment of \$2,000.00, each in advance of the first day of each and every month, which Lessee agrees to pay during said term at the office of the Lessor located in the same building.

The parties hereto for themselves, their successors and assigns, hereby covenant as follows:

RENT OCCUPANCY

1. Lessee shall pay the rent as above and as hereinafter provided.
2. Lessee shall use and occupy demised premises for municipal purposes and for no other purpose.

MAINTENANCE

1. The Lessee agrees it will maintain the premises demised in their present state of repair, reasonable wear and tear excepted. Lessor agrees to maintain janitorial services in the facilities.

2. Removal of rubbish will be provided by the Lessor. Lessee agrees to keep all perishable garbage in separate closed containers before disposal into provided trash receptacle.
3. The Lessor will require recycling and all standard regulations will apply. The Lessee agrees to have all their recyclable materials at the curb on the assigned days.
4. The Lessee has installed a kitchenette area in the meeting space located at the southeast corner of the upper level. Maintenance of this kitchenette is the responsibility of the Lessee. Damage to the building caused by equipment malfunction in this kitchenette will be the responsibility of the Lessee.

ALTERATIONS

1. The Lessee agrees that it will not make any alterations in or upon the demised premises or any part thereof without the Lessor's written consent to each and every such alteration.

CHANGES

1. Should additional space be provided to the Lessee during the term of this agreement, any rent increase shall be calculated proportionate to the increase in space allotted to the Lessee.

UTILITIES

1. The Lessor hereby agrees to pay and discharge all charges, claims, and liens incurred by reason of the consumption of water, gas, electricity, and heat on the demised premises, as well as providing maintenance of equipment and systems necessary for delivering water, gas, electricity, and heat during the term of this lease.

EXPIRATION AND SURRENDER

1. The Lessee covenants peaceably and quietly to quit and surrender the demised premises and any improvements thereon on the last day of the term of this lease or the last day of any renewal or renewals thereof, if this shall have been renewed in as good condition and repair as reasonable wear will permit, damage by the elements excepted.

RENEWAL

1. The term of this lease shall at the end of the demised term be continued for a further period of one year, all the conditions, provisions, and covenants of this instrument (including this provision) to continue in force and to apply in all respects as herein

provided unless either party has notified the other by registered mail at least three months before the end of the demised term of its intention not to renew and continue except as to the fixed rental reserved which shall be annually agreed upon by the parties prior to four months before expiration of the term.

ASSIGNMENT AND SUBLETTING

1. The Lessee hereby covenants not to assign, transfer, mortgage, and pledge or in any way to encumber this lease or any rights hereunder, unless the Lessor first consents in writing thereto.
2. The Lessee hereby covenants not to sublet the demised premises or any part thereof at any time or under any conditions unless the Lessor consents thereto in writing prior to any such subletting.

QUIET ENJOYMENT

1. The Lessor covenants that the Lessee, on paying the rent reserved and performing the covenants and agreements herein contained, shall at all times during the demised term, peaceably and quietly have, hold, and enjoy the premises.

SHARED USE

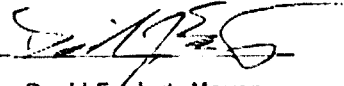
1. Either party may, upon reasonable and timely request, and providing that it does not interfere with normal municipal use by the other, request use of the space(s) of the other, said requests to be given fair consideration.

ENTIRE AGREEMENT

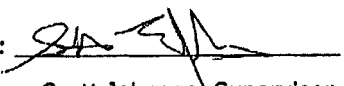
1. It is understood and agreed by the parties hereto that this lease shall constitute the only agreement between them relative to the demised premises and that no oral statements or no prior written matter extrinsic to this instrument shall have any force or effect. The Lessee agrees that it has signed this lease fully aware of the condition of the premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this lease. Writing, subscribed by both parties, shall not modify except by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and date first above written.

Date: 1/1/24

By: 
David Englert, Mayor
Village of Sodus

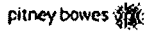
Date: 1/1/24

By: 
Scott Johnson, Supervisor
Town of Sodus

Councilperson David LeRoy seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.

Pitney Bowes Contract for SendPro C Series-Version 4
Resolution
(05 12-2023)

Supervisor Johnson offered the following resolution and moved for its adoption: Councilperson David LeRoy motioned to allow Supervisor Scott Johnson to sign this agreement for its adoption; and
(See Next Page)



Sourcwell State & Local FMV Lease

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Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
TOWN OF SODUS		156001385	
Sold-To: Address			
14-18 MILL ST, SODUS, NY, 14551-1181, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Lori Diver	3154836934	0012698097	
Bill-To: Address			
14-18 MILL ST, SODUS, NY, 14551-1181, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Lori Diver	3154836934	0012698097	lowrclark@sodusny.gov
Ship-To: Address			
14-18 MILL ST, SODUS, NY, 14551-1181, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Lori Diver	3154836934	0012698097	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES 4	SendPro C Series - Version 4
1	IFXA	Interface to InView Dashboard
1	7H00	C Series IFM Meter
1	8H00	C Series IFM Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	F0B2	SendPro C Initial Training with Shipping
1	HZ80C01	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	I/P01	C Series Integrated Scale
1	I/V50	InView Dashboard 1 unit OM126/DMA225

1	#V90	InView Subscription
1	#V90KIT	InView Welcome Kit
1	#V99	InView MMS Base Software
1	#V99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	H202 60 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHDS	USPS Rates with Metered Letter
1	ZHD7	E-Conf Services for Metered LTR BDL
1	ZHML	5lb/3lb Weighing Option for MPB1

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 92.02	\$ 276.06

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase PowerSM transaction fees included
- Purchase PowerSM transaction fees extra

*Does not include any applicable sales tax or postage fees which will be billed separately. If the equipment listed above is replaced your credit limit, your contract rate will be taken out if service costs the least customer.

Your Signature Below

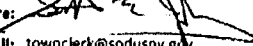
Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/licenses> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/licenses/terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT

Business Entity's Contract

Lessee Signature

Signature: 

Email: townclerk@sodusny.gov

Print Name

Joe E. Johnson

Title

Supervisor

Date

12/19/2023

Email Address

townclerk@sodusny.gov

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Robert Zurat

robert.zurat@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Councilperson Chris Tertinek seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.

2024 Agreement w/Wayne County for Snow & Ice Control on County Roads
Resolution
(06 12-2023)

Supervisor Johnson offered the following resolution and moved for its adoption:

Councilperson David LeRoy motioned to allow Supervisor Scott Johnson to sign this agreement for its adoption; and

AGREEMENT

SNOW AND ICE CONTROL ON COUNTY ROADS

THIS AGREEMENT made as of the 14 day of December, 2023 by and between the COUNTY OF WAYNE (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at the Wayne County Court House, 26 Church Street, Lyons, New York 14489, and TOWN OF SODUS (hereinafter referred to as the "Town"), a municipal corporation of the State of New York, with offices at 14-16 Mill Street, Sodus, New York 14551.

WITNESSETH:

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

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

1. TERM

The term of this Agreement shall commence on January 1, 2024, and end on December 31, 2024.

2. SCOPE OF SERVICES

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

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

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

3. DESIGNATION OF TOWN REPRESENTATIVE

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

4. COMPENSATION & PAYMENTS

- A. For all work and services provided by the Town pursuant to Paragraph two (A) above the County shall pay the Town in accordance with rates set forth in "Appendix A" of this agreement, a copy of which is attached hereto.
- B. Payment(s) to the Town shall be made on a monthly basis after satisfactory completion of such services upon audit and approval by the County Highway Superintendent of a claim for payment submitted by the Town in such form and containing such information and documentation as may be required by the Highway Superintendent and the Board of Supervisors.

5. ASSIGNMENT AND SUBCONTRACTING

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

6. INDEMNIFICATION BY COUNTY

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

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

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

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

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

demand and in the defense of any action, proceeding, claim or demand against the County based on the same act or omission, and in the prosecution of any appeal.

7. INDEMNIFICATION BY TOWN

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

8. INSURANCE

A. The contractor shall furnish:

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

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

- B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages with the exception of Workers Compensation and Employers' Liability.
- C. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.


- D. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.
- E. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.
- F. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:
1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of
 - a. the date of the commencement of the term of this agreement, or
 - b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.
 2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
 3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.
- G. The Town shall be deemed in compliance with the provisions of paragraph 8.A with the furnishing of a liability policy with the limits set forth in paragraph 8.A, which policy shall contain an MPL 2160306 Endorsement and/or as such Endorsement may be amended.
- H. The County shall provide to the Town an Additional Insured Endorsement on a non-contributory basis on its liability policies of insurance.

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

COUNTY OF WAYNE

By: _____
_____, Chairman
Board of Supervisors

TOWN OF SODUS

By: 

Scott Johnson, Supervisor

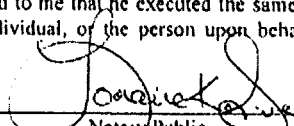
State of New York)
ss.:
County of Wayne)

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, who, being by me duly sworn, did depose and say that he
resides in the Town of Huron, Wayne County, New York; that he is the Chairman of the Board of
Supervisors for the County of Wayne, the municipal corporation described in and which executed the
foregoing instrument; and that he signed his name thereto by authority of the Board of Supervisors of the
County of Wayne.

Notary Public

State of New York)
ss.:
County of Wayne)

On the 19 day of December, 2023 before me, the undersigned, a Notary Public
and for said State, personally appeared came Scott E. Johnson, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his capacity,
and that by his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.



Notary Public

LORRAINE KAY DIVER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D1622330
Qualified in Wayne County
My Commission Expires May 24, 2026

Councilperson Chris Tertinek seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.

Discussion was held by Town Clerk Lori Diver regarding burials in Town of Sodus Cemeteries. The Town Board agreed to allow burials on Town owned cemeteries if there is room for the deceased to be buried. Bill Doyle with Doyle Excavating (Contractor) will be handling all Town of Sodus burials per agreement approved at the month end board meeting November 2023.

Motion by Councilmember David LeRoy 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, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Motion carried
Time 4:57 PM

Motion by Councilmember David LeRoy to exit out of Executive Session and to enter into Regular Session was seconded by Councilmember Chris Tertinek. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Motion carried
Time 5:20 PM

Motion by Councilmember David LeRoy to allow Councilperson Chris Tertinek to sign extension agreement with the Union Contract to extend contract extension, no changes will be made to any terms and conditions of employment; it is also agreed that any increases or changes in wages, benefits and/or working conditions that are finally agreed upon will be retroactive to January 1, 2024 was seconded by Councilmember Supervisor Scott Johnson. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Motion carried.

Motion by Councilmember Chris Tertinek to allow Lori Diver Sodus Town Clerk to advertise in the Times of Wayne County a help wanted ad for Ad-Hoc Planning Board Members was seconded by Councilmember David LeRoy. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Motion carried

Discussion was held regarding checking with Adam regarding obtaining a projector for Planning and Zoning Board Meetings and/or all Town meetings.

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

Meeting adjourned at 5:25 PM

Recording Secretary,
Lori K. Diver

Sodus Town Clerk, RMC

NOTE: *(Attachments are behind Minutes)*

MEETING ATTENDANCE SIGN-IN SHEET

Meeting Date:

December 19, 2023

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. Kyle M. Dephant
2. Jared Laird
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

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: NOVEMBER 30, 2023:

		12/6/2023	
Supervisor		Date	
FUND:		10/31/2023	11/30/2023
A/B	General Cash - Checking	\$855,879.52	\$749,807.97
			-\$106,071.55
DA/DB	Highway Cash - Checking	\$1,063,313.39	\$924,612.71
			-\$138,700.68
SW20	South Geneva WD Cash - Checking	\$44,560.36	\$44,560.36
			\$0.00
SW11	Water District 11 Cash - Checking	\$63,788.89	\$63,788.89
			\$0.00
SW	Water Debt Service Cash - Checking	\$116,454.42	\$107,861.05
			-\$8,593.37
HB	Capital Projects Cash - Checking	\$344,694.25	\$343,584.23
			-\$1,110.02
TA	Trust & Agency Cash - Checking	\$4,645.51	\$15,298.88
			\$10,653.37

FUND:		10/31/2023	11/30/2023
Fire Districts			
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	\$300.00	\$300.00
	Cash - Checking	<u>\$300.00</u>	<u>\$300.00</u>
			\$0.00
Lighting Districts			
SL1	Alton Lighting	\$10,548.48	\$10,094.82
SL2	Sodus Center Lighting	\$27,028.21	\$26,808.97
SL3	Wallington Lighting	\$9,354.52	\$9,109.36
		<u>\$46,931.21</u>	<u>\$46,013.15</u>
			-\$918.06
Total All Funds		<u>\$2,540,567.55</u>	<u>\$2,285,173.87</u>
			-\$255,393.68

TOWN CLERK'S MONTHLY REPORT

TOWN OF SODUS, NEW YORK

NOVEMBER, 2023

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	<u>25</u>	DECALS	<u>89.07</u>	
	<u>3</u>	MARRIAGE LICENSES NO. 23032 TO 23034	<u>52.50</u>	
		TOTAL TOWN CLERK FEES		141.57
A1689	<u>54</u>	REGISTRAR FEES	<u>540.00</u>	
		TOTAL A1689		540.00
A1789	<u>1</u>	EZ-PASS THRU-WAY TAGS	<u>25.00</u>	
		TOTAL A1789		25.00
A2544	<u>36</u>	DOG LICENSES	<u>419.00</u>	
		TOTAL A2544		419.00
B1689	<u>6</u>	GENEALOGICAL	<u>66.00</u>	
		TOTAL B1689		66.00
B2555	<u>10</u>	BUILDING PERMITS	<u>2,332.50</u>	
		TOTAL B2555		2,332.50
B2590	<u>4</u>	SEPTIC	<u>400.00</u>	
		TOTAL B2590		400.00
B2770	<u>1</u>	SUBDIVISION	<u>100.00</u>	
	<u>1</u>	VARIANCES	<u>200.00</u>	
		TOTAL B2770		300.00
CM2089	<u>1</u>	CAMPING FEES	<u>15.00</u>	
		TOTAL CM2089		15.00

↓
Babu...
12-12-23
CEO



TOWN CLERK'S MONTHLY REPORT

NOVEMBER, 2023

page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND
 PAID TO SUPERVISOR FOR PART TOWN FUND
 PAID TO SUPERVISOR CAMPING FEES
 PAID TO NYS DEC FOR DECALS
 PAID TO NYS ANIMAL POPULATION CONTROL FUND
 PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES

1,125.57	# 1436
3,098.50	
15.00	
1,526.93	- Sweep
50.00	#1437
67.50	#1438
5,883.50	

TOTAL DISBURSEMENTS

Balance
 12-12-2023
 (4)

Note: Report was balanced late -
 T/clerk computer had a very
 nasty virus. IT had to fix a lot
 before it could be used again.
 He was able to save hard work!!!

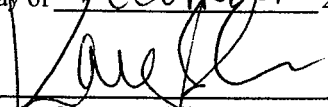
DECEMBER 6, 2023

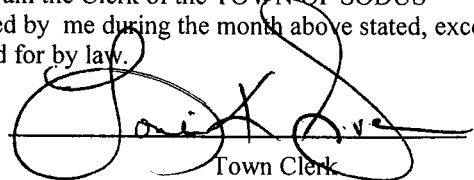

 SCOTT JOHNSON, SUPERVISOR

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

8 day of December 2023

 Notary Public


 Town Clerk

KAREN S. CLINE
 Notary Public, State of New York
 Qualified in Wayne County
 Reg. No. 01CL6273141
 My Commission Expires 12-13-24



12/06/2023
13:58:54

TOWN OF SODUS
Detail of Decals Transactions
For the period 11/01/2023 through 11/30/2023

Date	Gross Sales	Commission	Net Sales
11/01/2023	117.00	6.45	110.55
11/01/2023	30.00	1.66	28.34
11/02/2023	107.00	5.89	101.11
11/02/2023	10.00	0.55	9.45
11/03/2023	87.00	4.80	82.20
11/03/2023	178.00	9.81	168.19
11/06/2023	92.00	5.07	86.93
11/07/2023	57.00	3.14	53.86
11/07/2023	52.00	2.87	49.13
11/08/2023	40.00	2.21	37.79
11/09/2023	77.00	4.25	72.75
11/13/2023	72.00	3.97	68.03
11/13/2023	67.00	3.69	63.31
11/14/2023	10.00	0.55	9.45
11/15/2023	32.00	1.76	30.24
11/15/2023	15.00	0.83	14.17
11/16/2023	20.00	1.11	18.89
11/16/2023	32.00	1.76	30.24
11/16/2023	57.00	3.14	53.86
11/17/2023	116.00	6.39	109.61
11/17/2023	32.00	1.76	30.24
11/17/2023	143.00	7.88	135.12
11/20/2023	57.00	3.14	53.86
11/21/2023	22.00	1.21	20.79
11/22/2023	94.00	5.18	88.82
Grand Total:	1,616.00	89.07	1,526.93





**Department of
Environmental
Conservation**

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

Phone 1-800-962-5622

Invoice 000291-153822

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

Invoice Period: **11/01/2023** to **11/30/2023**

Invoice Summary

Sales Summary				
	Items Sold	Sales Total	Vendor Commission	Sweep Amount
	422	\$1,616.00	\$89.07	\$1,526.93
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 \$1,526.93

\$1,526.93 Will be swept from your bank account on **12/15/2023**





**Department of
Environmental
Conservation**

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

Phone 1-800-962-5622

Invoice 000291-153822

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

Invoice Period: **11/01/2023** to **11/30/2023**

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	422	\$1,526.93	\$89.07	0	\$0.00	\$0.00	\$0.00	\$1,526.93

\$1,526.93 Will be swept from your bank account on **12/15/2023**



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

**Department of
 Environmental
 Conservation**

Phone 1-800-962-5622

Invoice 000291-153822

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

Invoice Period: **11/01/2023** to **11/30/2023**

Product Summary

Product Name	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
DMP FCFS Choice 1	59	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP FCFS Choice 2	105	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP FCFS Choice 1	35	\$19.25	\$330.75	0	\$0.00	\$0.00	\$350.00	\$19.25	\$330.75
Resident Hunting	28	\$33.88	\$582.12	0	\$0.00	\$0.00	\$616.00	\$33.88	\$582.12
Back Tag	35	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bear Carcass Tag	33	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reg Season Deer Tag	34	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Bowhunting	7	\$5.81	\$99.19	0	\$0.00	\$0.00	\$105.00	\$5.81	\$99.19
Bow/Muzz Either Sex Tag	7	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bow/Muzz Antlerless Tag	7	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Muzzleloading Privilege	9	\$7.47	\$127.53	0	\$0.00	\$0.00	\$135.00	\$7.47	\$127.53
Resident Turkey Permit	3	\$1.65	\$28.35	0	\$0.00	\$0.00	\$30.00	\$1.65	\$28.35
Fall Turkey Tag - Statewide -	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Turkey Tag #1	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Turkey Tag #2	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Fishing	9	\$12.42	\$212.58	0	\$0.00	\$0.00	\$225.00	\$12.42	\$212.58
DMP FCFS Choice 1	7	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Muzzleloading Privilege	4	\$3.32	\$56.68	0	\$0.00	\$0.00	\$60.00	\$3.32	\$56.68
Bow/Muzz Either Sex Tag	7	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP FCFS Choice 1 Youth	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP FCFS Choice 1	2	\$1.10	\$18.90	0	\$0.00	\$0.00	\$20.00	\$1.10	\$18.90
Replacement Free	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Product Name	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
Resident Junior Hunting	2	\$0.56	\$9.44	0	\$0.00	\$0.00	\$10.00	\$0.56	\$9.44
Resident Trapping	1	\$1.10	\$18.90	0	\$0.00	\$0.00	\$20.00	\$1.10	\$18.90
Resident Senior Hunting	3	\$0.84	\$14.16	0	\$0.00	\$0.00	\$15.00	\$0.84	\$14.16
Resident Senior Fishing	3	\$0.84	\$14.16	0	\$0.00	\$0.00	\$15.00	\$0.84	\$14.16
Replacement License	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
Replacement Tag	1	\$0.55	\$9.45	0	\$0.00	\$0.00	\$10.00	\$0.55	\$9.45
Lifetime License (Hunt & Fish) 5-11	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP Deer Carcass Tag	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Muzzleloading Privilege	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMP FCFS Choice 1 Youth	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	422	\$89.07	\$1,526.93	0	\$0.00	\$0.00	\$1,616.00	\$89.07	\$1,526.93

\$1,526.93 Will be swept from your bank account on **12/15/2023**



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

**Department of
 Environmental
 Conservation**

Phone 1-800-962-5622

Invoice 000291-153822

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

Invoice Period: **11/01/2023 to 11/30/2023**

Daily Summary

Date	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
11/01/2023	53	\$8.11	\$138.89	0	\$0.00	\$0.00	\$147.00	\$8.11	\$138.89
11/02/2023	39	\$6.44	\$110.56	0	\$0.00	\$0.00	\$117.00	\$6.44	\$110.56
11/03/2023	65	\$14.61	\$250.39	0	\$0.00	\$0.00	\$265.00	\$14.61	\$250.39
11/04/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/05/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/06/2023	20	\$5.07	\$86.93	0	\$0.00	\$0.00	\$92.00	\$5.07	\$86.93
11/07/2023	30	\$6.01	\$102.99	0	\$0.00	\$0.00	\$109.00	\$6.01	\$102.99
11/08/2023	15	\$2.21	\$37.79	0	\$0.00	\$0.00	\$40.00	\$2.21	\$37.79
11/09/2023	17	\$4.25	\$72.75	0	\$0.00	\$0.00	\$77.00	\$4.25	\$72.75
11/10/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/11/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/12/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/13/2023	37	\$7.66	\$131.34	0	\$0.00	\$0.00	\$139.00	\$7.66	\$131.34
11/14/2023	4	\$0.55	\$9.45	0	\$0.00	\$0.00	\$10.00	\$0.55	\$9.45
11/15/2023	24	\$2.59	\$44.41	0	\$0.00	\$0.00	\$47.00	\$2.59	\$44.41
11/16/2023	20	\$6.01	\$102.99	0	\$0.00	\$0.00	\$109.00	\$6.01	\$102.99
11/17/2023	62	\$16.03	\$274.97	0	\$0.00	\$0.00	\$291.00	\$16.03	\$274.97
11/18/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/19/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/20/2023	7	\$3.14	\$53.86	0	\$0.00	\$0.00	\$57.00	\$3.14	\$53.86
11/21/2023	4	\$1.21	\$20.79	0	\$0.00	\$0.00	\$22.00	\$1.21	\$20.79
11/22/2023	21	\$5.18	\$88.82	0	\$0.00	\$0.00	\$94.00	\$5.18	\$88.82
11/23/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/24/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/25/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/26/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/27/2023	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/28/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/29/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/30/2023	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	422	\$89.07	\$1,526.93	0	\$0.00	\$0.00	\$1,616.00	\$89.07	\$1,526.93

\$1,526.93 Will be swept from your bank account on **12/15/2023**

NOVEMBER

Town of Sodus
Code Enforcement Report

2023

CODE	PERMITS	Issued	Construction Cost	Fees Collected
C1	Building Permit			
C2	Additions	1	\$100,000.00	\$272.50
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	1	\$35,000.00	\$350.00
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	1	\$5,000.00	\$50.00
S4	Septic New Install	1	\$7,930.00	\$100.00
G1				\$0.00
G2				\$0.00
G3		1	\$1,200.00	\$50.00
G4				\$0.00
G5				\$0.00
G6				\$0.00
G7		1	\$33,807.00	\$50.00
G8				\$0.00
G9				\$0.00
G10				\$0.00
G11				
G12				\$0.00
G13				\$0.00
G14				\$0.00
TOTALS:		10	\$871,497.00	\$2,332.50

Balance

Permit Inspections - 31

APP	Applications	2	Planning/ZBA	\$300.00
OP	Operating Permits		Inspection/Issued	\$0.00
01	Fire Safety	1	Inspections	\$0.00
02	Septic	4	Inspections	\$400.00
03	Truss		Inspections	\$0.00
04	Special Use Permit Renewal		Inspections	\$0.00
05	CEO Onsite Consultation	2	Inspections	\$0.00
06	C of O		Inspections	\$0.00
	Condemned Buildings		Non-Compliant	
	C of C	8	Compliant	
	Appearance Tickets		Certified Mail	
	Property Maintenance Letters/Violations	22	Certified Mail	
	Septic Transfers	2	Mailed	
	Septic CofC	5	Compliant	
	Septic Fail	1	Non-Compliant	
TOTALS:		47		\$700.00

Balance

Joni K...
Town Clerk
Balance Date

Charles... 12-12-23
CEO Clerk
Balance Date

NOVEMBER

Town of Sodus
Code Enforcement Report

2023

CODE	PERMITS	Issued	Construction Cost	Fees Collected
R1	Habitable Res. Buildings			
RM1	MH (single wide same footprint) replacement			\$0.00
RM2	MH (double wide)			
R2	Additions and Attached Garages			
R3	Enclosed Decks and Porches			
R4	Renovations and Remodeling			
D1	Covered Decks			
D2	Open Decks and Ramps			\$0.00
D3	Steps and Landings			\$0.00
R5	Foundation & Foundation Repairs			\$0.00
R6	Prefabricated Buildings < 150sf	1	\$660.00	\$20.00
R7	Sheds & Utility Buildings <400sf			\$0.00
R8	Pole Barns & Storage Build. 400sf - 749sf			\$0.00
R9	Pole Barns & Storage Building > 749sf			
R10	Pole Barns & Storage Build. Additions			
R11	Garages (detached)			
R12	Leen Toos			
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	\$47,900.00	\$120.00
RG	Geothermal			\$0.00
A1	Labor Camps and Migrant Housing	2	\$640,000.00	\$1,320.00
AM	Mobile Homes (single wide)			\$0.00
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



12/04/2023
10:57:56

TOWN OF SODUS

BLDG - BLDG Transaction Report For the period 11/01/2023 through 11/30/2023

Type	Date	Comment	Name	Quantity	Fee
1.BLDG	11/22/2023	12714	AUMELL, SIERRA	1	120.00
2.BLDG	11/21/2023	12713	BARCENAS RICARDO	1	20.00
3.BLDG	11/29/2023	12715	CHINAPPI LINDSAY	1	50.00
4.BLDG	11/13/2023	12711	FRUITION FARM LLC	1	692.00
5.BLDG	11/20/2023	12712	FURBER, TODD	1	628.00
6.BLDG	11/09/2023	12710	HANLON, DAVID	1	50.00
7.BLDG	11/06/2023	12707	SHUMSKI, ALEX	1	272.50
8.BLDG	11/06/2023	12709	THEY VINYL OUTLET	1	350.00
9.BLDG	11/29/2023	12716	THYNE, SARAH	1	50.00
10.BLDG	11/06/2023	12708	WAYNE COUNTY SOIL & WATER CONS	1	100.00
				10	2,332.50
Total Sales				10	2,332.50

Chuck Lu

Code Enforcement Office

12-4-23

Date

1
11
1

12/04/2023
10:58:26

TOWN OF SODUS

CAMP - CAMP Transaction Report
For the period 11/01/2023 through 11/30/2023

Type	Date	Comment	Name	Quantity	Fee
1. CAMP	11/13/2023	10/28-10/29	VARGAS, BRITTANY	1	15.00
				1	15.00
Total Sales				1	15.00

Sal Vetter
Care taken

12/4/23
Date

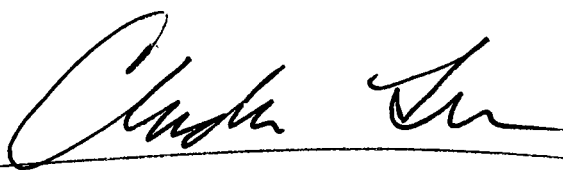
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TOWN OF SODUS

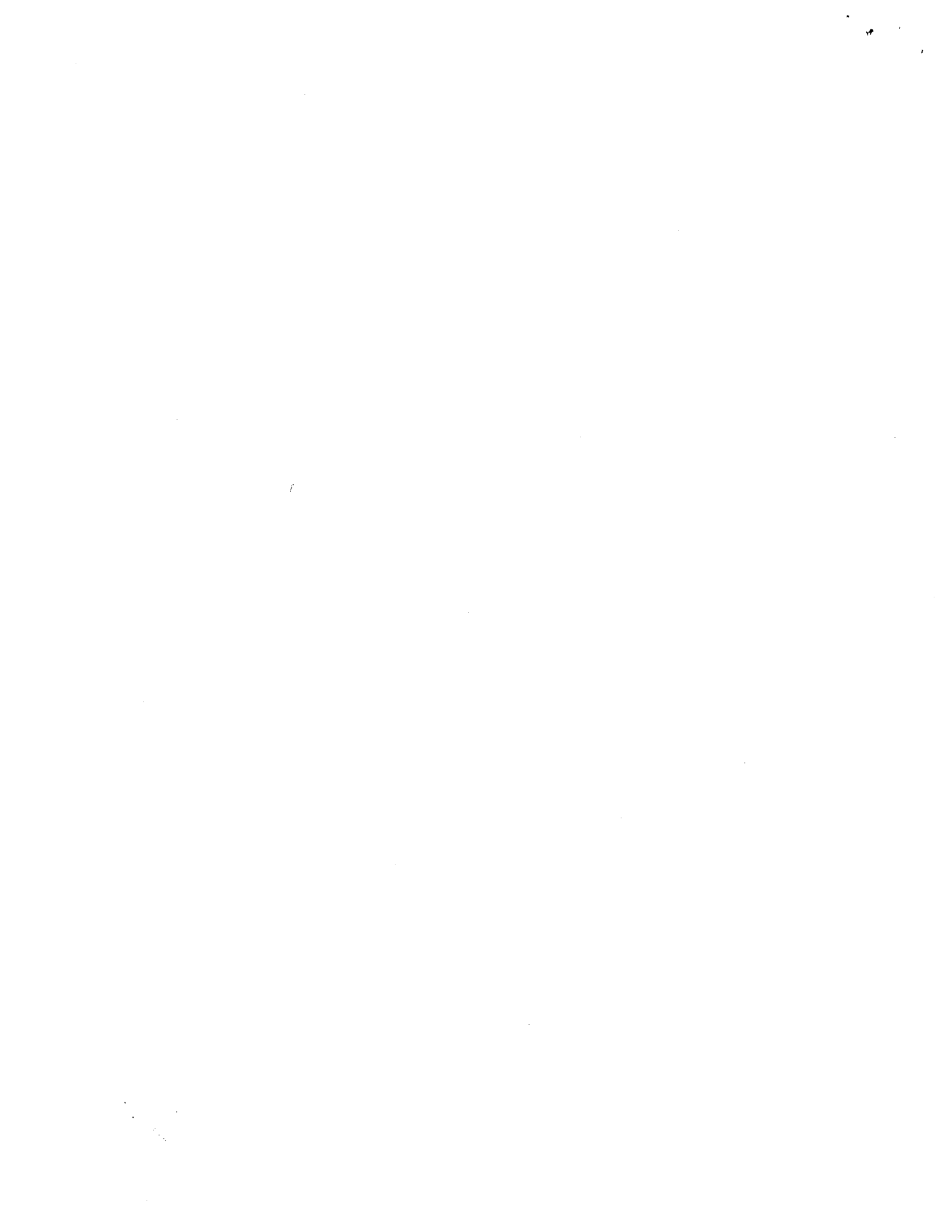
SUB - SUB Transaction Report

For the period 11/01/2023 through 11/30/2023

Type	Date	Comment	Name	Quantity	Fee
1.SUB	11/14/2023	1703	TUBIOLO, INGRID	1	100.00
				1	100.00
Total Sales				1	100.00


Code Enforcement OFFICE

12-12-23
Date



12/04/2023
11:04:33

TOWN OF SODUS

VAR - VAR Transaction Report
For the period 11/01/2023 through 11/30/2023

Type	Date	Comment	Name	Quantity	Fee
1.VAR	11/06/2023	1699	BURGDORF, ROBERT	1	200.00
				1	200.00
Total Sales				1	200.00

Clara Fin
Code Enforcement Office

12-4-23
Date



12/04/2023 *
11:03:51

TOWN OF SODUS

SEPT - SEPT Transaction Report

For the period 11/01/2023 through 11/30/2023

Type	Date	Comment	Name	Quantity	Fee
1. SEPT	11/30/2023	1704	DILIBER, RUSSEL	1	100.00
2. SEPT	11/06/2023	1700	KOTZIS, ALAN	1	100.00
3. SEPT	11/13/2023	1702	SMITH WILLIAM	1	100.00
4. SEPT	11/13/2023	1701	WHITE, GAIL	1	100.00
				4	400.00
Total Sales				4	400.00

Clayton J. ...

Code Enforcement Office

12-4-23

Date

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

Month of Submission: NOVEMBER, 2023

County: WAYNE Town of Sodus

TCV Code: 5412 Wayne Sodus

Prepared by: Lorraine K Diver, Town Clerk

Date Prepared: DECEMBER 6, 2023

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.

LICENSE TYPES AND FEES COLLECTED	Unspayed/Unneutered - Four months of age or older
Spayed and Neutered Dogs	\$1.00 ea = \$29.00
Unspayed and Unneutered Dogs	\$3.00 ea = \$21.00
TOTAL AMOUNT REMITTED	\$50.00
Check Number: 1438	

Month Reported: NOVEMBER, 2023

County: WAYNE

Code: 54

TOWN OF SODUS

Code: 12

Prepared by: LORRAINE K DIVER, TOWN CLERK

Date Prepared: DECEMBER 6, 2023

Dog License Monthly Report

Original ID Dog Licenses sold	<u>6</u>
Original Purebred License sold	<u>0</u>
Dog License Renewals sold	<u>30</u>
Purebred License Renewals sold	<u>0</u>
Total sold	<u>36</u>

LICENSE TYPES AND FEES COLLECTED

	<u>Quantity</u>		<u>Local Fees</u>		<u>Surcharge Fees</u>	<u>Other Fees</u>
Spayed and Neutered Dogs	<u>29</u>	\$12.00 ea	<u>309.50*</u>	\$1.00 ea	<u>29.00</u>	<u>10.00</u>
Unspayed and Unneutered Dogs	<u>7</u>	\$15.00 ea	<u>99.50*</u>	\$3.00 ea	<u>21.00</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>	
Total licenses sold	<u>36</u>		<u>409.00</u>		<u>50.00</u>	<u>10.00</u>

REPLACEMENT AND PUREBRED TAG ORDERS

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

DISBURSEMENTS

Paid to Supervisor \$419.00

Paid to NYS Animal Population Control Program \$50.00

*includes discounts
multiple years fees

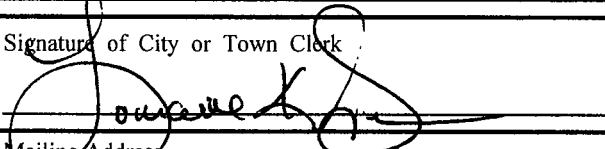
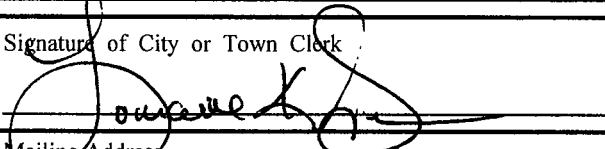
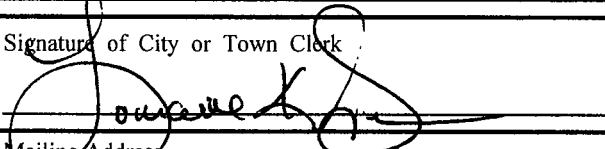
Monthly Report of Marriage Licenses Issued

SEE INSTRUCTIONS AT BOTTOM OF PAGE

Report for the month of <u>NOVEMBER</u> 2023 City or Town of <u>SODUS</u> County of <u>WAYNE</u>	Do not write in this area DEP. NO. _____ \$ _____ CHECK # _____
--	---

Licenses numbered from <u>032</u> to <u>034</u> inclusive. *If only ONE license was issued, place license number in both spaces. *If NO licenses were issued, write "NONE" in both spaces.	# of Military Exemptions: _____ # of Skipped Licenses: _____ # of Voided Licenses: _____
--	--

Pursuant to the provisions of Section 15 of the Domestic Relations Law, I herewith transmit to the State Commissioner of Health a fee of twenty-two dollars and fifty cents for each marriage license issued by me during the month covered by this report.

Make remittance by CHECK or MONEY ORDER payable to the State Department of Health DO NOT SEND CASH Amount of remittance with this report \$ <u>67.50</u>	Name of City or Town Clerk (Please type or print) <u>LORRAINE K DIVER</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">Signature of City or Town Clerk </td> <td style="width: 30%; padding: 2px;">Date <u>12/06/2023</u></td> </tr> </table> Mailing Address <u>14-16 MILL STREET</u> <table style="width: 100%;"> <tr> <td style="width: 60%;"><u>SODUS NY</u></td> <td style="width: 40%;">Zip <u>14551</u></td> </tr> <tr> <td><u>townofso@rochester.rr.com</u></td> <td>Phone <u>(315) 483-6934</u></td> </tr> </table>	Signature of City or Town Clerk 	Date <u>12/06/2023</u>	<u>SODUS NY</u>	Zip <u>14551</u>	<u>townofso@rochester.rr.com</u>	Phone <u>(315) 483-6934</u>
Signature of City or Town Clerk 	Date <u>12/06/2023</u>						
<u>SODUS NY</u>	Zip <u>14551</u>						
<u>townofso@rochester.rr.com</u>	Phone <u>(315) 483-6934</u>						

INSTRUCTIONS

This Monthly Report of Marriage Licenses issued must be submitted to the New York State Department of Health at the above address for each month whether or not any licenses were issued. If no licenses were issued, indicate NONE in the spaces provided for license numbers.

The issuance of a marriage license makes you responsible for the remittance fee of \$22.50 whether or not the marriage ceremony is ever performed. An exception to the mandatory remittance is when either of the parties applying for such license is a member of the armed forces of the U.S. on active duty.

Marriage licenses must be numbered and reported consecutively throughout the year starting with number 1 at the beginning of EACH calendar year.

Pursuant to the authority of Section 19 of the New York State Domestic Relations Law, the Commissioner of Health has directed that this report, together with any fee, be transmitted to the State Department of Health by the 15th of the month following the month which the report covers.

New York State Domestic Relations Law Section 22 provides that any Town or City Clerk who violates or fails to comply with any of the above mentioned reporting requirements, shall be deemed guilty of a misdemeanor and shall pay a fine not exceeding the sum of one hundred dollars on a conviction thereof.

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
515	VILLAGE OF SODUS DECEMBER RENT	A1620.4	2,000.00		
516	STACIE AVERY 90 MILES @ .655-BANK	A1410.4	58.95		
517	STACIE AVERY 50 BANK MILES @.655	A1410.4	32.75		
518	ELIZABETH GEORGE ADDITIONAL UNIFORMS -REC B-BALL	A7310.4	89.93		
519	WAYNE COUNTY PUBLIC WORKS A3310.4/SIGNS	A3310.4	129.56		
519	WAYNE COUNTY PUBLIC WORKS A3310.4/SIGNS	A3310.4	21.93		
519	WAYNE COUNTY PUBLIC WORKS A3310.4/SIGNS	A3310.4	91.00		
519	WAYNE COUNTY PUBLIC WORKS A3310.4/SIGNS	A3310.4	96.13		
520	MRB GROUP PC WD NO. 12	A600	1,840.00		
521	WAYNE COUNTY PUBLIC WORKS DELINEATOR POSTS	A3310.4	253.50		
522	JAY A. DEWISPELEARE BACKGROUND CHECK	A1110.4	88.50		
523	VILLAGE OF SODUS VILLAGE SHARE OF FINES-OCTOBER 23'	A1130.4	265.00		
523	VILLAGE OF SODUS VILLAGE SHARE OF FINES-NOVEMBER 23'	A1130.4	235.00		
524	EASTERN SHORE ASSOCIATES INS POLICY /CHANGES -COVERAGE	A1910.4	1,973.00		
525	WEX BANK FUEL FOR NOVEMBER 2023	A7110.4	46.33		
526	EASTERN SHORE ASSOCIATES INS. POLICY CHANGES/ADDITIONS	A1910.4	141.00		
527	MICHELLE DOLAN MAGISTRATES DINNER	A1110.4	35.00		
528	MICHELLE DOLAN 96 COUT MILEAGE @.655	A1110.4	62.88		
529	HUMANE SOCIETY OF WAYNE COUNTY ADMISSION-REDEEMED-BOARDING	A3510.4	412.50		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
530	CINTAS 5186786088/FIRST AID KIT	A5132.4	124.11		
531	BLUE360 MEDIA 231030-SF-35300/LAW UPDATES	A1110.4	134.81		
532	KNAUF SHAW ATTORNEYS AT LAW 6556/GENERAL MUNICIPAL MATTERS	A1420.4	1,250.00		
533	SALVATORE VITTOZZI DECORATIONS FOR VETERANS FLOAT	A7550.4	38.30		
533	SALVATORE VITTOZZI DECORATIONS FOR VETERANS FLOAT	A7550.4	19.41		
533	SALVATORE VITTOZZI DECORATIONS FOR VETERANS FLOAT	A7550.4	15.52		
534	CHANDRA JENSEN DECORATIONS FOR VETERANS FLOAT	A7550.4	65.90		
534	CHANDRA JENSEN DECORATIONS FOR VETERANS FLOAT	A7550.4	39.49		
535	PLASSCHE LUMBER CO INC 412142/VETERANS FLOAT	A7550.4	17.98		
535	PLASSCHE LUMBER CO INC 412273/VETERANS FLOAT	A7550.4	11.98		
536	SUPERIOR SECURITY SOL, INC. INV-009838/FIRE ALARM MONITORING SYSTEM	A5132.4	518.40		
537	F.R. COOPER HOME IMPROVEMENT 31/50% OF BULKHEAD DOOR BEECHWOOD	A7110.458	475.00		
538	NYALGRO 2024 ANNAUL DUES -MEMBERSHIP	A1410.4	50.00		
540	BREWER'S SEPTIC 1242-NOVEMBER/BEECHWOOD PORT A JOHN	A7110.45	275.00		
541	PLASSCHE LUMBER CO INC 412767/SUPPLIES	A5132.4	13.98		
542	ROBERT SNYDER DCO 79 MILES @.655 MILES	A3510.4	51.75		
543	WCWSA 12-0890.00/7423 LAKE RD-TENANT HOUSE	A7110.4	250.00		
544	VERIZON WIRELESS 9950723625/DCO	A3510.4	31.24		
544	VERIZON WIRELESS 9950723625/MIFCARD-HIGHWAY	A5132.4	37.99		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
544	VERIZON WIRELESS 9950723625/HIGHWAY	A5132.4	31.24		
544	VERIZON WIRELESS 9950723625/CAMP BEECHWOOD	A7110.4	49.13		
545	LOWE'S BUSINESS ACCOUNT 73328/SUPPLIES	A5132.4	192.67		
546	CHARTER COMMUNICATIONS 121076301112123/COURT	A1110.4	142.52		
546	CHARTER COMMUNICATIONS 121076301112123/SUPERVISOR	A1220.4	71.27		
546	CHARTER COMMUNICATIONS 121076301112123/ASSESSOR	A1355.4	71.27		
546	CHARTER COMMUNICATIONS 121076301112123/TOWN CLERK	A1410.4	142.53		
546	CHARTER COMMUNICATIONS 121076301112123/HIGHWAY	A5132.4	99.95		
547	CHARTER COMMUNICATIONS 144718501111423/INTERNET	A5132.4	107.98		
548	CHARTER COMMUNICATIONS 14229021111423/BASIC TV	A5132.4	9.99		
549	CASELLA WASTE SERVICES 1312574/TRASH-REMOVED	A7110.4	149.08		
550	MORGAN RUBBISH REMOVAL INC. 379659/TRASH REMOVAL - RECYCLING	A5132.4	99.91		
551	WILLIAMSON LAW BOOK CO 199038/W2S	A1220.4	202.06		
552	PITNEY BOWES INC 8000-9000-0388-2325/POSTAGE REFILL	A1670.4	2,132.76		
553	COUNTRY HARDWARE 128109/COURT SUPPLIES	A1110.4	8.94		
554	NYSAOTSOH 2023-2017/NYSAOTSOH REGULAR DUES	A3310.4	250.00		
555	STAPLES 35537855458/SUPPLIES	A1110.4	21.06		
555	STAPLES 3553785453/SUPPLIES	A1220.4	878.93		
555	STAPLES 3553785457/SUPPLIES	A1410.4	369.49		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
555	STAPLES 3553785462/SUPPLIES	A1620.4	4.38		
555	STAPLES 3553785463/SUPPLIES	A1620.4	1.85		
555	STAPLES 3553785461/SUPPLIES	A1620.4	3.79		
555	STAPLES 3553785460/SUPPLIES	A1620.4	173.24		
556	ROCHESTER GAS AND ELECTRIC 2001-1351-002/AT LARGE STREET LIGHTING A	A5182.4	874.45		
557	LAKE COUNTRY DISTRIBUTING 020229/MUNICIPAL BOTTLED WATER	A1620.4	26.00		
558	C SHUTTS CUSTOM BUILT BLDG 568028/MATERIALS FOR VETERANS FLOAT	A7550.4	426.00		
559	GRAINGER 9919697087/PARTS	A5132.4	269.88		
Total:			18,104.19		

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

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
539	FRANK GAHR 596 CEO MILEAGE @.655	B3620.4	390.38		
544	VERIZON WIRELESS 9950723625/CEO	B3620.4	31.24		
546	CHARTER COMMUNICATIONS 121076301112123/CODE ENFORCEMENT	B3620.4	71.27		
555	STAPLES 3553785454/SUPPLIES	B3620.4	489.87		
Total:			982.76		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
293	LARRY LOCKWOOD 2023 CLOTHING ALLOWANCE	DA5130.4	350.00		
294	JASON SHULTZ 2023 CLOTHING ALLOWANCE	DA5130.4	350.00		
295	WEX BANK FUEL FOR NOVEMBER 2023	DA5130.4	527.15		
296	REGIONAL INTERNATIONAL CORP 02235585/REPAIR	DA5130.4	635.39		
297	CARGILL INCORPORATED 2908821405/SALT ICE CONTROL	DA5142.4	7,982.48		
297	CARGILL INCORPORATED 2908825444/SALT ICE CONTROL	DA5142.4	8,024.75		
297	CARGILL INCORPORATED 2908794327/SALT ICE CONTROL	DA5142.4	7,856.98		
297	CARGILL INCORPORATED 2908785142/SALT ICE CONTROL	DA5142.4	12,006.03		
297	CARGILL INCORPORATED 2908788700/SALT ICE CONTROL	DA5142.4	9,875.08		
298	ALTRA RENTAL & SUPPLY, INC. 2313993/SUPPLIES	DA5130.4	72.85		
299	TRACEY ROAD EQUIPMENT INC X105107358:01/PARTS	DA5130.4	83.78		
301	P.A.T.I FIRE & SAFETY, LLC 6294/ANNUAL FIRE EXT. INSP	DA5130.4	259.00		
302	WILLIAMSON BUILDING SUPPLY, LC 279180/FIRE-TOOLS	DA5130.2	983.98		
303	HAUN WELDING SUPPLY INC. X945140/CYLINDERS	DA5130.4	36.00		
304	EAGLE WELDING & MACHINE LLC 28488/PARTS	DA5130.4	702.48		
304	EAGLE WELDING & MACHINE LLC 28413/PARTS	DA5130.4	3,035.00		
305	CIVES CORPORATION, DBA 4529053/PARTS	DA5142.4	161.15		
306	ERIE POWER EQUIPMENT 144210/FIRE-TOOLS	DA5130.2	614.96		
307	SOUTHWORTH-MILTON CAT SCINV766278/REPAIR	DA5130.4	3,873.09		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
308	E & V ENERGY CORP 514389/900 GALONS DIESEL @ 3.071	DA5130.4	2,763.90		
309	COUNTRY HARDWARE 128255/PARTS	DA5130.4	35.48		
310	WILLIAMSON HARDWARE 1279253/PARTS-FIRE-TOOLS	DA5130.2	110.33		
311	NAPA AUTO PARTS 239860/PARTS	DA5130.4	107.89		
312	ADVANCE AUTO PARTS 14965-308275/PARTS	DA5130.4	32.15		
312	ADVANCE AUTO PARTS 14965-309469/PARTS	DA5130.4	25.49		
Total:			60,505.39		

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

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
300	HEIDELBERG MATERIALS NE-NY LLC 4414493/CPU/WAY	DB5110.4	1,720.33		
Total:			1,720.33		

TOWN OF SODUS
Abstract of Unaudited Vouchers
ALTON LIGHTING DISTRICT

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
23	ROCHESTER GAS AND ELECTRIC 2001-1350-848/ALTON STREET LIGHTING	SL1-5182.4	499.69		
Total:			499.69		

TOWN OF SODUS
Abstract of Unaudited Vouchers
SODUS CENTER LIGHTING DISTRICT

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
23	ROCHESTER GAS AND ELECTRIC 2001-1350-939/SODUS CENTER LIGHTING	SL2-5182.4	243.76		
Total:			243.76		

TOWN OF SODUS
Abstract of Unaudited Vouchers
WALLINGTON LIGHTING DISTRICT

Total Claims: \$82,325.55

12/19/2023

Number 022

Voucher #	Claimant	Account #	Amount	Check	Date
23	ROCHESTER GAS AND ELECTRIC 2001-1350-756/WALLINGTON STREET LIGHTING	SL3-5182.4	269.43		
Total:			269.43		

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					
11/1	9:30 Am	10:30 Am	DL-18 Sign-off			X	
11/8	5:30	6:45	Court Sodus Dog issue in Sodus Point		X		
11/13	10:00 Am	11:30 Am	Court + Sodus Point to serve paper Dog call S Centenary Rd		X	X	
11/15	3:30 pm	3:15 pm	Dog Complaint Sodus center			X	
11/18			Dog bite Curtiss Ave Sodus	X			

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

Signature: _____



Town of Sodus

Mileage Tracking and Reimbursement

Name Robert Snyder

Start Date Nov 1, 2023

Current Rate: 0.655

End Date _____

Department DCO

Date	Business Purpose	Start Odometer	End Odometer	Miles	Notes
11/1	Humane Society	3410	3438	28	DL-18 Sign-Off
11/8	Sodus Court	3599	3605	6	
11/13	Sodus Court + Sodus Point	3725	3757	32	
11/15	Dog Complaint	3816	3813	3	
11/18	Dog bite	3921	3931	10	

Total Miles Driven 79

Total Reimbursement 51.75

Signature Robert Snyder

Additional Notes _____

11/29 4:00 pm - 5:30 pm Curtiss Ave U/11/29
4573-4606 33 miles dog on roof

11/22 4:00 pm - 2:30 pm
12/23 4:00 pm - 3:30 pm

December 19, 2023, Board Meeting (Chris Tertinek)

Overview of Code Enforcement (Frank Gahr)

10 Permits issued. Down 12 from the previous month.

47 Total inspections. Up 18 from the previous month.

\$2,332.50 fees collected. Down 61% from the previous month.

\$871,497.00 construction cost. Down 65% from the previous month.

38 letters written. Up 16 from the previous month.

Overview Dog Control (Robert Snyder)

3 Administrative trips.

4 Dog action trips.

2 Dog complaint trips.

1 Dog bite

1 Dog on roof

Call distribution

2 Village of Sodus

2 Village of Sodus Point

3 Town of Sodus

Lake Level (ASL = Above Sea Level)

Lake at 244.16 ft ASL at end of November. Down 4.9 inches from end of previous month.

At the end of November, about 1 inch lower than last year.

Now about 3 inches below the long-time mean level.

Long term forecast for mid-May 2024, 245.7 ft ASL. About 2 inches below long-time mean level and about 1.4 feet below 2023 in mid-May. *NOTE: Last month's report error. Forecast should have read "mid-April 2024 about 1 foot below compared to mid-April 2023". Not the same level as reported.*



TOWN OF SODUS ASSESSOR'S OFFICE

Date: December 1, 2023

Respectfully Submitted by: Nathan Mack

AROUND THE OFFICE

- Merideth Successfully passed the Fundamentals of Assessment Administration exam. We are waiting the on her results for the Data Collection course.
- The Town Clerk will be preparing the mailing and receiving of the Town and County tax bills come January. The Assessment office will provide any assistance to their office during this timeframe.
- A list of all the transfers and address changes that have occurred between the time my file was sent to the County and when the tax bills will be mailed has been created. I will update the Town Clerks office with these changes.
- We are in the process of mailing out all exemption renewal forms. Renewal forms for exemptions that require them are due back by March 1st, 2024.

Beechwood

Lori Diver

From: Salvatore Vittozzi <salvittozzi@gmail.com>
Sent: Sunday, December 10, 2023 9:04 PM
To: Lori Diver
Subject: Beechwood report november

Follow Up Flag: Follow up
Flag Status: Flagged

November was another good month here at the park. Public camping slowed way down, but we did have scout troops each weekend of the month. We're still seeing plenty hikers and dog walkers daily, as well fishermen on the creek. Mowing for the season has stopped but trail maintenance and brush clean up is still being done daily. The lumber has been ordered for this year's skating rink and it will be built as soon as it is received.

Town of Sodus

BID NOTICE

Beechwood State Park Caretaker House

7423 Lake Road, Sodus, NY 14551

The Town Board of the Town of Sodus will receive BIDS for:

Removal of four (4) cellar windows and one entry door. Install three (3) glass block windows with opening potential for ventilation. Close off window under stairs with either masonry or glass block with no ventilation capability. Install one (1) metal door with Frame and keyed lock.

Remove all construction debris.

Specify warranty.

Etc., etc, etc. ...

Town of Sodus

BID NOTICE

Beechwood State Park Caretaker House

7423 Lake Road, Sodus, NY 14551

The Town Board of the Town of Sodus will receive BIDS for:

Removal of four (4) cellar windows and one entry door. Install three (3) glass block windows with opening potential for ventilation. Close off window under stairs with either masonry or glass block with no ventilation capability. Install one (1) solid door with keyed lock. Specify warranty.

Etc., etc, etc. ...

David Lelay

Community Assistance

EFC Program Guide

**Low-Cost Capital, Grants and
Expert Technical Assistance
to Help Your Community
Undertake Critical Water
Infrastructure Projects**



**Environmental
Facilities Corporation**

Community Assistance

Step-by-step support to help you access state and federal funding

EFC's Community Assistance Teams help municipalities address their clean water infrastructure needs. Teams host regional events and connect communities with experts who can help them undertake their critical water infrastructure projects. These Teams provide on-site or virtual consultations to help communities across the state jump start planning, submit funding applications, and see their projects through to completion.



Consultation about eligibility and program benefits



Support in listing your project on the Intended Use Plan



Help to complete grant and financing applications



Grants to help prepare an engineering report

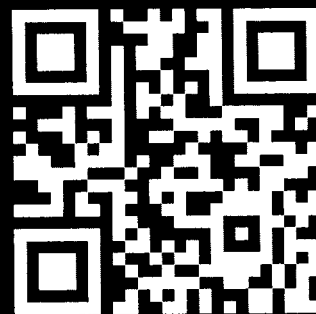


Creative funding solutions that make sense for your community



Guidance on state and federal public funding requirements

Scan to Connect With EFC



- Request a meeting
- Sign up for emails to learn about local outreach events and the latest funding opportunities
- Register for our monthly virtual Q&A sessions

www.efc.ny.gov/cat

Contact Us

518-402-7081 or efc.dl.CommunityAssistance@efc.ny.gov



EFC's mission is to assist communities throughout New York State to undertake critical water quality infrastructure projects by providing access to low-cost capital, grants and expert technical assistance.

Financing Programs

Clean Water State Revolving Fund (CWSRF)

Interest-free or low-interest financing for wastewater and sewer infrastructure projects

CWSRF provides interest-free or low-interest rate financing for wastewater and sewer infrastructure projects to municipalities throughout New York State.

EFC provides both short and long-term financing, interest-free or low interest to accommodate municipalities of all population sizes with varying financial needs.

Eligible Projects

- Treatment Works
- Non-Point Source
- National Estuary Conservation & Management Plan
- Decentralized Systems
- Recycled Water & Water Re-Use



Drinking Water State Revolving Fund (DWSRF)

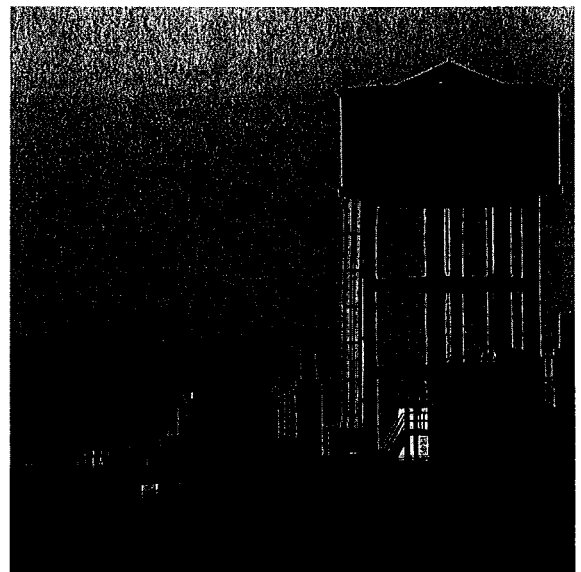
Interest-free or low-interest financing for drinking water infrastructure projects

DWSRF provides financial assistance for drinking water projects. Examples include, but are not limited to not limited to sources, treatment, storage, transmission and distribution.

The DWSRF is administered jointly by EFC with the State Department of Health. EFC administers the financial aspects of the DWSRF.

Eligible Projects

- Provide Public with Safe Drinking Water
- Upgrade or Replace Drinking Water Infrastructure
- Address Non-Compliance with Federal or State Health Standards
- Prevent Future Violations of Federal or State Health Standards



Bipartisan Infrastructure Law (BIL) & State Revolving Funds (SRF)

Funding from the federal BIL is administered through the SRFs. There are pools of funding for each SRF.

CWSRF BIL Funding Pools

General Supplemental (GS)

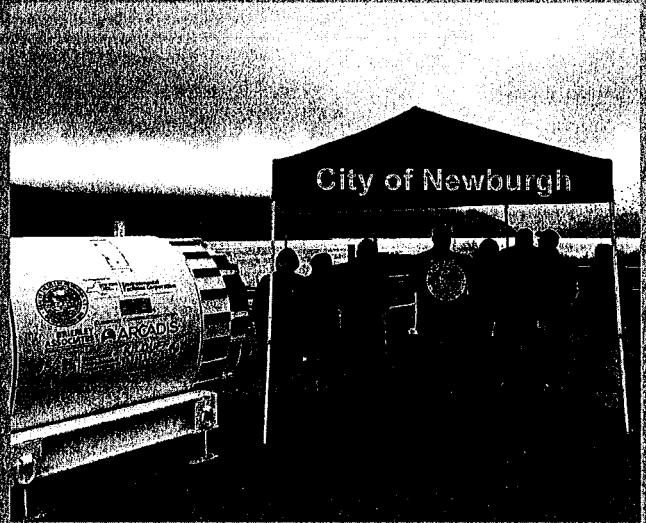
This funding supports the same CWSRF eligible projects:

- Grant funding up to 50% of eligible project costs, net of non-EFC grants, up to a maximum amount of \$25 million
- Project must be listed above the Hardship Funding Line in IUP Category D

Emerging Contaminants (EC)

Eligibility for this funding includes construction costs on CWSRF-eligible projects whose primary purpose is to address emerging contaminants:

- Grant funding up to 100% of eligible project costs, up to a maximum amount of \$25 million
- Additional subsidy will be offered in Project Priority Score order



The City of Newburgh's microtunneling project was the first to receive BIL funding for water infrastructure in New York State.

DWSRF BIL Funding Pools

General Supplemental (GS)

This funding supports the DWSRF eligible project for state-defined disadvantaged communities.

- Grant funding up to 70% of eligible project costs, net of non-EFC grants, but not to exceed \$5 million
- Eligible projects may be awarded additional subsidy and interest-free financing

Emerging Contaminants (EC)

Funding for DWSRF eligible projects with the primary purpose to address emerging contaminants in drinking water, with a focus on PFAS.

- Grant funding up to 100% of eligible project costs, net of non-EFC grants, but not to exceed \$5 million for disadvantaged communities
- Grant funding up to 70% of eligible project costs, net of non-EFC grants, but not to exceed \$5 million for non-disadvantaged communities

Lead Service Line Replacement (LSLR)

Funding for DWSRF-eligible projects that replace or are associated with an LSLR project or activity directly connected to the identification, planning, design, and replacement of lead service lines.

- Grant funding up to 70% for replacement, not to exceed \$10 million
- Grant funding up to 100% for inventory, not to exceed \$2 million

EFC Grant Programs

Engineering Planning Grants (EPG)

Helps hardship communities develop an Engineering Report for the initial planning of an eligible CWSRF project, which is required for listing in the Intended Use Plan (IUP). Grants for up to \$100,000 are available for inflow/infiltration studies required by enforcement action and up to \$50,000 for all other projects.

Green Infrastructure Grant Program (GIGP)

Supports projects that utilize EPA-designated green stormwater infrastructure design and create cutting-edge green technologies. Competitive grants are awarded annually to projects that improve water quality and mitigate the effects of climate change through the implementation of one or more of the following green practices:

- Green Stormwater Infrastructure
- Energy Efficiency
- Water Efficiency
- Environmental Innovation

Water Infrastructure Improvement Grants (WIIA)

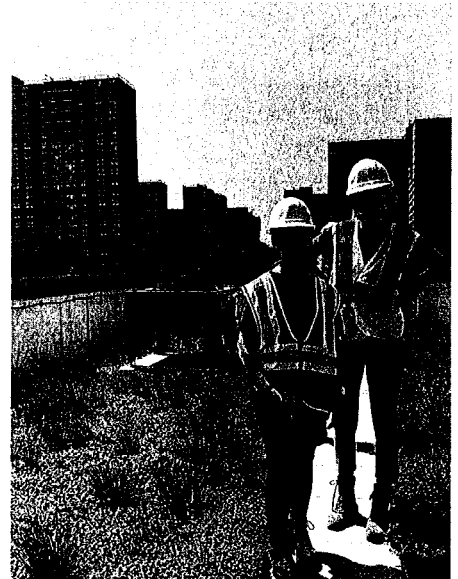
Clean Water Projects:

Available for sewage treatment works projects. Stormwater scope only eligible if related to sanitary sewer. Municipalities will be awarded 25% of total net eligible project costs, including phases of the project, up to \$25 million. Grants administered through EFC will not be used to calculate net eligible project costs (GIGP, CWSRF).

Drinking Water Projects:

Municipalities will be awarded 60% of total net eligible project costs, including the costs for all phases of the project, up to \$5 million. The maximum a municipality can receive is \$5 million in DWSRF grant and/or WIIA grant per year.

Projects addressing an emerging contaminant above the State determined Maximum Contaminant Level (MCL) may be awarded 60% of total net eligible project costs. There is no cap for awarded projects that address emerging contaminants above the MCL.



Intermunicipal Grant Program (IMG)

Available for both Clean Water and Drinking Water projects.

For projects that are undertaken by multiple municipalities jointly. One municipality must be the lead municipality and apply on behalf of all cooperating municipalities and they must have a current, valid, and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities related to the financing and implementation of the project. Awards up to 40% of net eligible costs, up to \$30 million for projects like consolidation of intermunicipal facilities or the interconnection of multiple municipal water systems.

More NYS Grant Programs

Department of Environmental Conservation (DEC) Grant Programs

Water Quality Improvement Project (WQIP) Program

A statewide competitive reimbursement grant program for projects that will directly improve water quality or aquatic habitat or protect a drinking water source. WQIP has four types of eligible applicants: municipalities, municipal corporations, soil and water conservation districts and not-for-profits.

Eligible projects: Wastewater Treatment Improvement; Non-agricultural Nonpoint Source Abatement and Control; Land Acquisition for Source Water Protection; Salt Storage; Aquatic Connectivity Restoration; Marine District Habitat Restoration

Non-Agricultural Nonpoint Source Planning & MS4 Mapping Grant (NPG)

Provides funding for planning reports for nonpoint source water quality improvement projects and mapping of Municipal Separate Storm Sewer Systems (MS4s). The program aims to prepare nonpoint source projects for construction and application for implementation funding, and to encourage and support cooperation among regulated MS4s to complete mapping of their stormwater system.

You may be interested in grant programs from EFC's partner agencies. The following programs are not administered by EFC. For complete information, please contact the agencies listed.

Watershed Specific Grants

Provides funding to implement priorities outlined in watershed specific plans, reports, and agendas aimed at conserving, preserving and restoring the environmental quality of a watershed while managing the resources of a watershed for a sustainable future.


Homes and Community Renewal (HCR) Grant Programs

Community Development Block Grant (CDBG)

Provides funding with the intent of ensuring that communities throughout the state are viable by providing decent housing and suitable living environments for low- and moderate-income persons, and that at least 70% of NYS CDBG funds used for activities benefiting low- and moderate-income persons and meets one of the following objectives: Benefits low- and moderate-income persons; Aids in the prevention or elimination of slums or blight; Meets an urgent community development need.


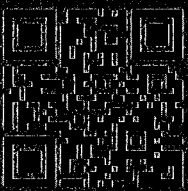
Eligible projects can include: Public Infrastructure Activities; Public Facility Activities; Economic Development Activities; Housing Activities; Community Planning Activities.

SCAN & BROWSE




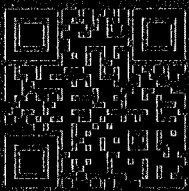
Bipartisan Infrastructure Law

Funding for Projects Available through the State Revolving Funds.




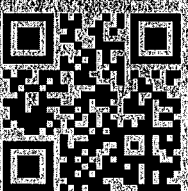
Community Assistance

Request a Meeting, Sign Up for E-mails and Register For Virtual Sessions.



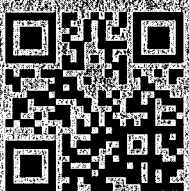
Clean Water State Revolving Fund

Low-Cost Financing For Wastewater and Sewer Projects.



Drinking Water State Revolving Fund

Low-Cost Financing For Drinking Water Projects.



List Your Project for Funding

The First Step in Applying for State Revolving Funds.



State Water Grants

Apply for Water Infrastructure Improvement and Intermunicipal Grants.



ESTIMATE



**F.R. COOPER
HOME IMPROVEMENT**

Town Of Sodus
14 Mill Street, Sodus, NY, USA

Estimate #: 31
Date: 11/30/23

F.R. Cooper Home Improvements LLC

8271 Ridge Rd.

Sodus NY 14551

F.R.CooperHomeImprovements@gmail.com

+15854308208

Item	Quantity	Cost	Subtotal
Bulkhead Door Build & replace current bulkhead door with locking latch, weather strip seal	1	\$949.99	\$949.99
Replace Windows Replace 3 windows along the foundation walls with ventilated glass block, foam insulation & caulk	1	\$2,149.99	\$2,149.99
Infill Remove the 4th foundation wall window and infill with concrete block and type s mortar	1	\$1,499.99	\$1,499.99

Subtotal	\$4,599.97
Discount	-\$99.98
Tax	\$0.00
Amount Due	\$4,499.99

Legalities

This is a free estimate there is no money due at this time

This estimate expires in 90 days

A 50% deposit is due upon signing this agreement, and a letter of credit will be issued guaranteeing the return or proper application of such payments to the purposes of the contract.

Any and all estimates for the same project thereafter will be subject to a re-estimate fee of \$120.00

Merchant Fees associated with Credit/Debit and Venmo payments shall be the responsibility of the client or homeowner. They are as follows:

Venmo: 1.9% + 10 cents

Square (credit, debit): 2.6% +10 cents

Square (If cardholder not present): 3.5% +15 cents

By signing this document the customer agrees to the service and conditions outlined in this document.



Town Of Sodus

cmt@rochester.rr.com

From: Brandon Cooper <f.r.cooperhomeimprovements@gmail.com>
Sent: Saturday, December 2, 2023 4:11 PM
To: Chris Tertinek
Subject: Re: Quote:

Yes I will still do the door for \$949.00

On Sat, Dec 2, 2023, 15:56 <cmt@rochester.rr.com> wrote:

Brandon:

Thank you for the quote you sent Town Clerk Lori Diver. However, I think I miscommunicated the process we need to go through. The price for the new bulkhead door was under \$1,000, and the Town Board can approve that at the December 12th meeting (if it still holds). I will present it.

The quotes for the window and a solid (steel?) door, which was not part of your quote, we must go out and get three sealed quotes. The request for quotes is being put together and will have to be advertised.

As a stand-alone quote does the price of the bulkhead door of \$949.99 still hold?

Thank you.

Councilman

Capt. Christian (Chris) Tertinek

North Coast Marine Training, LLC

<http://northcoastmarinettraining.com/>

585-746-5266

Lori Diver

From: cmt@rochester.rr.com
Sent: Sunday, December 3, 2023 1:12 PM
To: Lori Diver
Subject: FW: Quote:

Lori:

The price for the bulkhead door alone. still holds. See below. We should put in on the next board meeting agenda.

Capt. Christian Tertinek
North Coast Marine Training, LLC
<http://northcoastmarinettraining.com/>
585-746-5266

From: Brandon Cooper <f.r.cooperhomeimprovements@gmail.com>
Sent: Saturday, December 2, 2023 4:11 PM
To: Chris Tertinek <cmt@rochester.rr.com>
Subject: Re: Quote:

Yes I will still do the door for \$949.99

On Sat, Dec 2, 2023, 15:56 <cmt@rochester.rr.com> wrote:

Brandon:

TOWN OF SODUS
CODE ENFORCEMENT OFFICE
14-16 Mill Street
Sodus, New York 14551
(315) 483-6934 ext. 5

Thursday, December 14, 2023

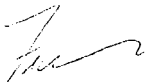
Re: Ridge Tavern LLC.

To whom it may concern,

The bar and restaurant located at 6968 Ridge Road East in The Town of Sodus is in compliance with Sodus zoning as a commercial property and has no violations on file. The property meets all Code Enforcement requirements, The New York State Uniform Fire Protection code, and The Town of Sodus building code at this time.

If I can be of further assistance, please contact me at the office.

Thank you,



Frank Gahr
Code Enforcement Officer



Lori Diver
Sodus Town Clerk, RMC
📍 14-16 Mill St., Sodus, NY 14551

Certification of the Regular Sodus Town Board Meeting Minutes
Resolution No {02 12-2023}
Waive 30 Day Notice for Liquor License Application

Supervisor Johnson offered the following resolution and moved for its adoption:
Councilperson Chris Tertinek motioned for its adoption; and

WHEREAS, Linda M. Ingersoll owner of the Ridge Tavern LLC located at 6968 Ridge Rd. Sodus, NY 14551 in the Town of Sodus intends to file for a New York State Liquor License; and

WHEREAS, pursuant to Alcohol Beverage Control Law Section 64(2A), an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement; now therefore be it; and

RESOLVED, that the Town Board of the Town of Sodus hereby waives the thirty (30) days' notice period concerning The Ridge Tavern LLC allowing an earlier submission of liquor license application.

Councilperson David LeRoy seconded the motion. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, absent; Councilperson Chris Tertinek, aye; Councilperson Cathy Willmott, absent. Resolution Adopted.


STATE OF NEW YORK)
COUNTY OF WAYNE)

I, Lori K. Diver, Town Clerk of the Town of Sodus, Wayne County, New York,

DO CERTIFY that I have compared the attached document with the original thereof recorded in my office within the minutes of the December 19, 2023 Regular Town Board Meeting, in the Town of Sodus, Wayne County, New York; and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town of Sodus

Date: November 29, 2023


Lori Diver
Sodus Town Clerk, RMC

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent:

1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

New Application Removal Class Change

For premises in the City of New York:

New Application New Application and Temporary Retail Permit Temporary Retail Permit Removal
 Class Change Method of Operation Corporate Change Renewal Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date
For **Renewal** applicants, answer all questions
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: , NY Zip Code:

9. Business Telephone Number of applicant/ Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment:

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: (check all that apply) Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

15. Licensed Outdoor Area: (check all that apply) None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

NameSerial Number
21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village: State: Zip Code:
25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village: State: Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

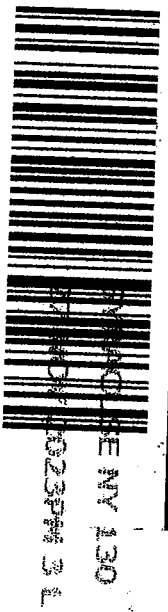
By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature:

Brett Angus
P.O. Box 42
Memphis, NY 13112

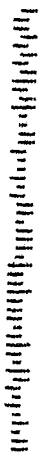
CERTIFIED MAIL



7021 2720 0001 2879 5027

Town of Sodus Attn: Town clerk
14-16 Mill St
Sodus, NY 14551

14551-118159



Retail
UNITED STATES
POSTAL SERVICE
RDC 99



14551

U.S. POSTAGE PAID
FCM LETTER
JORDAN, NY 13080
NOV 27, 2023
\$8.56
R2305K132325-23



OFFICE USE ONLY		
<input checked="" type="checkbox"/> Original	<input checked="" type="checkbox"/> Amended	Date <u>12/26/2023</u>

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 11/27/2023 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

- New Application Removal Class Change

For premises in the City of New York:

- New Application New Application and Temporary Retail Permit Temporary Retail Permit Removal
 Class Change Method of Operation Corporate Change Renewal Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: TOWN OF SODUS

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name: RIDGE TAVERN LLC

6. Trade Name (if any): PENDING

7. Street Address of Establishment: 6968 RIDGE ROAD EAST

8. City, Town or Village: SODUS, NY Zip Code: 14551

9. Business Telephone Number of applicant/ Licensee: 315-573-8176

10. Business E-mail of Applicant/Licensee: lindalou234@yahoo.com

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full-Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

- Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: (check all that apply) Live Music (give details i.e., rock bands, acoustic, jazz, etc.): AMERICAN

- Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

- Video/Arcade Games Third Party Promoters Security Personnel

Other (specify): N/A

15. Licensed Outdoor Area: (check all that apply) None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 Sidewalk Cafe Other (specify): N/A

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

Name

Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

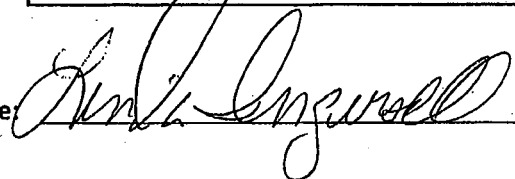
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name:

Title:

Principal Signature: 

Bob Romano atty

represents Ridge Tamm Tavern

Waiver of 30 days?

914-500-3194

RomanoLaw@gmail.com


Sodus Central School District
and
Sodus Recreation

This cooperative agreement reflects the overall commitment as well as the specific responsibilities and the roles of Sodus Recreation and the Sodus Central School to increase enrichment as part of the 21st CCLC. Management of the project will occur through the 21st CCLC Advisory Group and concerns will be addressed by the Sodus Central School Project Director.

Specific Roles and Responsibilities

Sodus Recreation will:	The Sodus Central School and 21 st CCLC Program Staff will:
<ul style="list-style-type: none"> • Plan and organize youth recreation programs for up to 40 Sodus youth. • Prepare & provide all materials and directions to families. • Encourage participation and continuous recruitment via Sodus Recreation website and social media. • Maintain supportive programming environments for youth and families. • Attend Sodus advisory meetings quarterly. • Document participation. • Provide attendance sheets for data collection monthly to Sodus Central School District. • Coordinate scheduling with Site Leaders and the Project Director. 	<ul style="list-style-type: none"> • Provide gym space for recreation programs. • Facilitation of communication among all partners. • Facilitation of advisory meetings • Support recreation programs • Assist in data collection for grant purposes and progress monitoring • Maintain supportive programming environments for youth and families. • Document participation with photos & anecdotal stories • Encourage participation and continuous recruitment. • Use website and social media networks to encourage participation. • Coordinate scheduling with Site Leaders and the Project Director

Sodus Recreation may bill for a total of \$3,000. This will cover all material expenses and delivery of programs. Service must be between December 1, 2023, and March 31, 2024. Invoices may be provided monthly. All invoices must be received by April 15, 2024. Services and attendance must be rendered prior to invoice payment.

Signature:  Date: 12/19/23

Sodus Recreation

Signature: _____ Date: _____

Sodus Central School District- Valerie Fanning



The Village of Sodus, New York

14 – 16 Mill Street
Sodus, NY 14551
315.483.9821

www.villageofsodus.org ▪ [Facebook.com/sodusvillage](https://www.facebook.com/sodusvillage)

RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of January 2024 between the Village of Sodus, a municipal corporation located within the Town of Sodus, Wayne County, New York, Party of the First Part, hereinafter referred to as the “Lessor”, and the Town of Sodus, a municipal corporation of the same place, Party of the Second Part, hereinafter referred to as the “Lessee”.

WITNESSETH: That the Lessor, hereby leases to the Lessee and the Lessee hereby rents from the Lessor, a suite of offices located in the southeast portion of the upper level, and the courtroom with enclosed office located in the northwest portion of the lower level of the Sodus Municipal Building, located at 14-16 Mill Street, in the Village of Sodus, Wayne County, New York 14551 for a term of twelve months to commence on the 1st day of January 2024 to end the 31st day of December 2024 both dates inclusive, at an annual rental of \$24,000.00 to be paid in equal monthly payment of \$2,000.00, each in advance of the first day of each and every month, which Lessee agrees to pay during said term at the office of the Lessor located in the same building.

The parties hereto for themselves, their successors and assigns, hereby covenant as follows:

RENT OCCUPANCY

1. Lessee shall pay the rent as above and as hereinafter provided.
2. Lessee shall use and occupy demised premises for municipal purposes and for no other purpose.

MAINTENANCE

1. The Lessee agrees it will maintain the premises demised in their present state of repair, reasonable wear and tear excepted. Lessor agrees to maintain janitorial services in the facilities.

2. Removal of rubbish will be provided by the Lessor. Lessee agrees to keep all perishable garbage in separate closed containers before disposal into provided trash receptacle.

3. The Lessor will require recycling and all standard regulations will apply. The Lessee agrees to have all their recyclable materials at the curb on the assigned days.

4. The Lessee has installed a kitchenette area in the meeting space located at the southeast corner of the upper level. Maintenance of this kitchenette is the responsibility of the Lessee. Damage to the building caused by equipment malfunction in this kitchenette will be the responsibility of the Lessee.

ALTERATIONS

1. The Lessee agrees that it will not make any alterations in or upon the demised premises or any part thereof without the Lessor's written consent to each and every such alteration.

CHANGES

1. Should additional space be provided to the Lessee during the term of this agreement, any rent increase shall be calculated proportionate to the increase in space allotted to the Lessee.

UTILITIES

1. The Lessor hereby agrees to pay and discharge all charges, claims, and liens incurred by reason of the consumption of water, gas, electricity, and heat on the demised premises, as well as providing maintenance of equipment and systems necessary for delivering water, gas, electricity, and heat during the term of this lease.

EXPIRATION AND SURRENDER

1. The Lessee covenants peaceably and quietly to quit and surrender the demised premises and any improvements thereon on the last day of the term of this lease or the last day of any renewal or renewals thereof, if this shall have been renewed in as good condition and repair as reasonable wear will permit, damage by the elements excepted.

RENEWAL

1. The term of this lease shall at the end of the demised term be continued for a further period of one year, all the conditions, provisions, and covenants of this instrument (including this provision) to continue in force and to apply in all respects as herein

provided unless either party has notified the other by registered mail at least three months before the end of the demised term of its intention not to renew and continue except as to the fixed rental reserved which shall be annually agreed upon by the parties prior to four months before expiration of the term.

ASSIGNMENT AND SUBLETTING

1. The Lessee hereby covenants not to assign, transfer, mortgage, and pledge or in any way to encumber this lease or any rights hereunder, unless the Lessor first consents in writing thereto.
2. The Lessee hereby covenants not to sublet the demised premises or any part thereof at any time or under any conditions unless the Lessor consents thereto in writing prior to any such subletting.

QUIET ENJOYMENT

1. The Lessor covenants that the Lessee, on paying the rent reserved and performing the covenants and agreements herein contained, shall at all times during the demised term, peaceably and quietly have, hold, and enjoy the premises.

SHARED USE

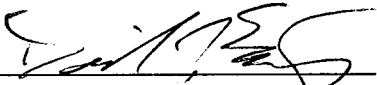
1. Either party may, upon reasonable and timely request, and providing that it does not interfere with normal municipal use by the other, request use of the space(s) of the other, said requests to be given fair consideration.

ENTIRE AGREEMENT

1. It is understood and agreed by the parties hereto that this lease shall constitute the only agreement between them relative to the demised premises and that no oral statements or no prior written matter extrinsic to this instrument shall have any force or effect. The Lessee agrees that it has signed this lease fully aware of the condition of the premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this lease. Writing, subscribed by both parties, shall not modify except by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and date first above written.

Date: 1/1/24

By: 

David Englert, Mayor
Village of Sodus

Date: 1/1/24

By: 

Scott Johnson, Supervisor
Town of Sodus

Sourcewell State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
TOWN OF SODUS			156001385		
Sold-To: Address					
14-16 MILL ST, SODUS, NY, 14551-1181, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Lori Diver		3154836934		0012698097	
Bill-To: Address					
14-16 MILL ST, SODUS, NY, 14551-1181, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	Bill-To: Email
Lori Diver		3154836934		0012698097	townclerk@sodusny.gov
Ship-To: Address					
14-16 MILL ST, SODUS, NY, 14551-1181, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Lori Diver		3154836934		0012698097	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	NV50	InView Dashboard 1 unit DM125/DM225

1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 92.02	\$ 276.06

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT _____
State/Entity's Contract#

Lessee Signature

Signature: 

Email: townclerk@sodusny.gov

Print Name Scott E Johnson
Title Supervisor

Date 12/19/2023

Email Address townclerk@sodusny.gov

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Robert Zurat	robert.zurat@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

AGREEMENT

SNOW AND ICE CONTROL ON COUNTY ROADS

THIS AGREEMENT made as of the 19th day of December, 2023 by and between the **COUNTY OF WAYNE** (hereinafter referred to as the "County"), a municipal corporation of the State of New York, with offices at the Wayne County Court House, 26 Church Street, Lyons, New York 14489, and **TOWN OF SODUS** (hereinafter referred to as the "Town"), a municipal corporation of the State of New York, with offices at 14-16 Mill Street, Sodus, New York 14551.

WITNESSETH:

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

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

1. TERM

The term of this Agreement shall commence on January 1, 2024, and end on December 31, 2024.

2. SCOPE OF SERVICES

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

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

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

3. DESIGNATION OF TOWN REPRESENTATIVE

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

4. COMPENSATION & PAYMENTS

- A. For all work and services provided by the Town pursuant to Paragraph two (A) above the County shall pay the Town in accordance with rates set forth in "Appendix A" of this agreement, a copy of which is attached hereto.
- B. Payment(s) to the Town shall be made on a monthly basis after satisfactory completion of such services upon audit and approval by the County Highway Superintendent of a claim for payment submitted by the Town in such form and containing such information and documentation as may be required by the Highway Superintendent and the Board of Supervisors.

5. ASSIGNMENT AND SUBCONTRACTING

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

6. INDEMNIFICATION BY COUNTY

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

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

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

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

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

demand and in the defense of any action, proceeding, claim or demand against the County based on the same act or omission, and in the prosecution of any appeal.

7. INDEMNIFICATION BY TOWN

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

8. INSURANCE

A. The contractor shall furnish:

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

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

- B. The County of Wayne and its officers, employees, and agents shall be named as Additional Insureds under the liability policies issued for the above coverages with the exception of Workers Compensation and Employers' Liability.
- C. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.

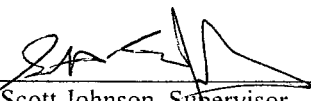
- D. All certificates of Insurance must be approved by either the Wayne County Attorney or the Self-Insurance Specialist prior to commencing work under the contract.
- E. The insurance carriers providing the above coverages shall be licensed to do so in New York State and shall also be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the County Board of Supervisors.
- F. It is expressly understood and agreed by the Contractor that the insurance requirements specified above contemplates the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements the contractor shall comply with the following requirements:
 - 1. If the claims-made coverage terms designate a specific retroactive date, the contractor shall maintain a retroactive date which is not later than the earlier of
 - a. the date of the commencement of the term of this agreement, or
 - b. the original coverage retroactive date for the Contractor's first claims-made policy for each and every coverage provided on a claims-made basis.
 - 2. For the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, cancelled or is otherwise materially changed, the contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.
 - 3. Upon termination of the services provided to the County by the contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, cancelled, or is otherwise materially changed during this period of time the Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Department of Financial Services (Insurance Department) of the State of the New York as cited above.
- G. The Town shall be deemed in compliance with the provisions of paragraph 8.A with the furnishing of a liability policy with the limits set forth in paragraph 8.A, which policy shall contain an MPL 2160306 Endorsement and/or as such Endorsement may be amended.
- H. The County shall provide to the Town an Additional Insured Endorsement on a non-contributory basis on its liability policies of insurance.

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

COUNTY OF WAYNE

By: _____,
_____, Chairman
Board of Supervisors

TOWN OF SODUS

By: 

Scott Johnson, Supervisor

State of New York)

ss.:

County of Wayne)

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, who, being by me duly sworn, did depose and say that he
resides in the Town of Huron, Wayne County, New York; that he is the Chairman of the Board of
Supervisors for the County of Wayne, the municipal corporation described in and which executed the
foregoing instrument; and that he signed his name thereto by authority of the Board of Supervisors of the
County of Wayne.

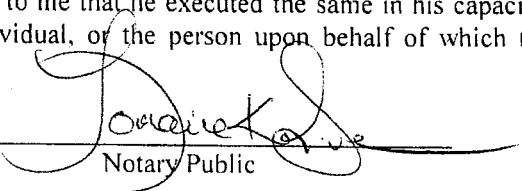
Notary Public

State of New York)

ss.:

County of Wayne)

On the 19 day of December, 2023, before me, the undersigned, a Notary Public
and for said State, personally appeared came Scott E. Johnson, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his capacity,
and that by his signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.



Notary Public

LORRAINE KAY DIVER
NOTARY PUBLIC - STATE OF NEW YORK
No. 01D1622330
Qualified in Wayne County
My Commission Expires May 24, 2026

1000
NEW YORK
NEW YORK
NEW YORK
NEW YORK

Agreement Between
Town of Sodus, New York
And
TEAMSTERS LOCAL #118

The parties agree to extend the current Agreement beyond December 31, 2023.

During the contract extension, no changes will be made to any terms and conditions of employment.

It is also agreed that any increases or changes in wages, benefits, and/or working conditions that are finally agreed upon will be retroactive to January 1, 2024.

FOR THE UNION

FOR THE TOWN

David Weilert
Secretary Treasurer
Business Agent

Chris Tertnik
Sodus Town Board Member
Town Negotiating Chairman

Date

Date

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 interment 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-interred. 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 28th day of November, 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

