

**Sodus Town Board Agenda
Regular Month End Town Board Meeting**

March 27, 2025

4:00 PM

Pledge of Allegiance

Roll Call: *(Lori Diver)*

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

Month End Town Board Meeting Agenda

1. Resolution approving Abstract #6-2025
First _____ Seconded _____
2. Resolution to adopt "Agreement For Sale Of Government Assets By Online Auction" and authorize Supervisor Scott Johnson to sign agreement.
First _____ Seconded _____
3. Motion to surplus Sodus Town Court's printer HP Laser Jet MFP M234dwe and junk to e-waste.
First _____ Seconded _____
4. Motion to adjourn.
First _____ Seconded _____
Time _____

MINUTES

Minutes of the Month End Town Board Meeting commencing at 4:00 PM in the upstairs meeting room March 27, 2025 located at 14-16 Mill St. Sodus, NY 14551.

All meetings are open to the public.

Present: Chris Tertinek, Deputy Supervisor-Councilperson
Don Ross, Councilperson (*Zoom*)
Dale Pickering, Councilperson
Cathy Willmott, Councilperson

Recording Secretary: Lori Diver, Sodus Town Clerk

Absent: Scott Johnson, Supervisor

Others Present: Casey Carpenter, Times of Wayne County
Sal Vittozzi, Camp Beechwood

Meeting was called to order by Deputy Supervisor Chris Tertinek. All were present with the exception of Supervisor Scott Johnson that was absent.

ABSTRACT**RESOLUTION TO PAY ABSTRACT No. 06-2025**

(3 03-2025)

WHEREAS, the following bills were presented for payment on Abstract 06-2025:

General	145-168	\$	15,062.99
Highway	118-127	\$	26,009.72
CM1-Parks	006-006	\$	33.98
Trust & Agency	006-007	\$	3,122.80

GRAND TOTAL: \$ 44,229.49

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to authorize payment for Abstract # 06-2025 as listed and adopt this resolution which was seconded by Councilperson Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, absent; Chris Tertinek, aye; Don Ross, aye; Dale Pickering; aye and Cathy Willmott, aye. Resolution Adopted.

RESOLUTION
AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION
(4 03-2025)

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 3/27/2025, between Town of Sodus, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "as is, where is", subject to the Seller's terms.

The Seller agrees to provide titles, keys in all other proof of ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and / or provided by the electronic means to the Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed-upon dates and times. The terms and prices of this contract shall remain in effect for two years after the agreement is executed based on the means of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as is, where is", with no warranty, expressed, implied or otherwise, and with the government Seller retaining the right to reject any bids that are insufficient. The Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the past prices page of the Auctioneer's website.

Purchasers will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for any vehicles/older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is no commission charged to the Seller.

The Seller agrees to provide photographs and description of the auction merchandise to conduct the auction. In the event that the Seller cannot provide this information, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items for the following fee: \$30 for each motorized vehicle/equipment item, and \$5 for each general merchandise auction lot. Listing fees are deducted from the net sale proceeds, before final payment is made to the Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within 15 business days after the Seller approves the bids for the sale items, and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to the possession of the Seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller any unsold merchandise can be re-listed in the future online auction at no cost to the Seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) [Signature] Town of Sodus (315) 483-6934 ext-3
 Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(x) 14-116 Mill St. Sodus, NY 14551
 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) Supervisorclerk@sodusny.gov
 Seller's E-Mail Address

(x) _____
 Auctioneer's Signature Auctioneer's Printed Name Date

State License #

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County: Wayne

NOW BE IT RESOLVED, Councilperson Dale Pickering motioned to adopt this resolution (04 03-2025) was seconded by Councilperson Cathy Willmott. Upon roll call the following votes were heard, Scott Johnson, absent; Don Ross, aye; Chris Tertinek, aye; Dale Pickering, aye and Cathy Willmott, aye. Resolution Adopted.

Councilperson Don Ross motioned to surplus Town of Sodus Court printer HP Laser Jet MFP M234dwe was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, absent, Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye and Cathy Willmott, aye. Motion carried.

Sal Vittozzi discussed the Pioneers Lodge roof that needs to be addressed immediately by removing the roof for safety reasons and eventually putting a new roof on. There was supposed to be a movie company sponsoring the repair of the roof but, with the fires in California (where the moving company is located) everything had been put on hold. Vittozzi stated the "Week of Hope Volunteers" will not be coming out to assist this year with Beechwood. The mower is being serviced currently and Vittozzi would like to revamp the entrance gates this year.

Town Clerk Lori Diver discussed the Town Attorney advised a subcommittee for cemeteries be formed under the Town Board. Diver is working on gathering people for this committee. It is strictly a volunteer position.

Councilperson Dale Pickering stated one of the highway trucks in the fire needs repair. Highway Superintendent Jared Laird is obtaining quotes for the repair.

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

Time: 4:14 PM

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

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
145	TIFFANY DERUE REFUND FOR RECREATION INS. PREVIOUSLY PAID	A7310.4	25.00		
146	FINGER LAKES CONSULTING PROFESSIONAL SERVICES ARPA 1ST QTR	A1620.42	600.00		
147	SHELTER POINT LIFE INS. CO. 2025 PREMIUM FOR DISABILITY INS.	A9055.8	587.70		
148	JAY A. DEWISPELEARE MAGISTRATES MEETING/DINNER	A1110.4	35.00		
149	THERESA RYAN MAGISTRATES MEETING/DINNER	A1110.4	35.00		
150	ROCHESTER AREA CONST. & HEALTH INS. FOR APRIL 2025	A9060.8	4,125.00		
151	COSTICH ENGINEERING, DPC #73934/PROF. SERVICES 2/12/25 BEECHWOOD GRANT 218681	A600	1,322.75		
152	ROBERT A FRATANGELO MAGISTRATES ASSOC. DUES	A1110.4	155.00		
153	LEXI PARKER MILEAGE FOR BANK DEPOSIT	A1410.4	19.60		
154	WAYUGA PRINTING & PUBLISHING 8EE07361-0027/BID NOTICE FOR GENERATOR HIGHWAY	A5132.4	52.83		
155	WAYNE COUNTY MAGISTRATES ASSOC 2025 DUES	A1110.4	75.00		
156	TELLMORR INTERNATIONAL 6868/LANGUAGE INTERPRETER	A1110.4	143.70		
157	MRB GROUP PC PROF. SERVICES FROM 2/9/25-3/8/25 WATER DIST. #12	A600	652.75		
158	VILLAGE OF SODUS VILLAGE SHARE COURT FINES FOR FEB. 2025	A1130.4	25.00		
159	ALTERNATIVE TECHNOLOGY LLC 1783/IT SERVICE	A1620.4	130.00		
161	CHARTER COMMUNICATIONS 142339301030725/DIGITAL ADAPTER	A1620.4	40.71		
162	CHARTER COMMUNICATIONS 141749001031425/INTERNET	A1620.4	330.00		
163	LAKE COUNTRY DISTRIBUTING 895170/WATER COOLER	A1620.4	35.00		

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

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
150	ROCHESTER AREA CONST. & HEALTH INSURANCE FOR APRIL 2025	B9060.8	1,375.00		
160	LETTERING LOUNGE 11055/ZONING MAPS	B8010.4	215.00		
165	LYONS NATIONAL BANK 7344/OFFICE SUPPLIES	B3620.4	932.73		
165	LYONS NATIONAL BANK 4614/OFFICE SUPPLIES	B3620.4	479.99		
165	LYONS NATIONAL BANK 7344/OFFICE SUPPLIES	B3620.4	179.00		
165	LYONS NATIONAL BANK 4614/OFFICE SUPPLIES	B3620.4	435.54		
Total:			3,617.26		

TOWN OF SODUS
Abstract of Unaudited Vouchers
GENERAL FUND - TOWNWIDE

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
164	MORGAN RUBBISH REMOVAL INC. 444157/GARBAGE REMOVAL	A5132.4	105.91		
165	LYONS NATIONAL BANK 4630/OFFICE SUPPLIES	A1110.4	175.98		
165	LYONS NATIONAL BANK 4622/OFFICE SUPPLIES	A1220.4	190.02		
165	LYONS NATIONAL BANK 4614/PRIME MEMBERSHIP FEE	A1620.4	139.00		
165	LYONS NATIONAL BANK 0568/OFFICE SUPPLIES	A7310.4	430.00		
166	CHARTER COMMUNICATIONS 142290201031425/ADAPTER	A5132.4	17.99		
166	CHARTER COMMUNICATIONS 144718501031425/INTERNET	A5132.4	110.00		
167	WAYUGA PRINTING & PUBLISHING 8EE07361-0028/LEGAL NOTICE TOWN CLEANUP	A8160.4	52.12		
168	ROCHESTER GAS AND ELECTRIC 20031838277/HIGHWAY BARN	A5132.4	1,741.49		
168	ROCHESTER GAS AND ELECTRIC 20027887429/BEECHWOOD GARAGE	A7110.45	60.55		
168	ROCHESTER GAS AND ELECTRIC 20032792853/CEMETERY	A8810.4	32.63		
Total:			11,445.73		

TOWN OF SODUS
Abstract of Unaudited Vouchers
HIGHWAY FUND - TOWNWIDE

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
118	HYDRAULICS PLUS LLC 4002/PARTS	DA5130.4	8.47		
119	ADVANCE AUTO PARTS 14965-357353/PARTS	DA5130.4	76.02		
119	ADVANCE AUTO PARTS 14965-357352/PARTS	DA5130.4	50.68		
119	ADVANCE AUTO PARTS 14965-357431/PARTS	DA5130.4	69.60		
119	ADVANCE AUTO PARTS 14965-357362/PARTS	DA5130.4	175.52		
120	HEIDELBERG MATERIALS NE-NY LLC 4606560/WINTER MIX	DA5142.4	716.56		
121	LEWIS GENERAL TIRES, INC 199305/TIRES	DA5130.4	5,738.96		
122	LYONS NATIONAL BANK 0113/OFFICE SUPPLIES	DA5130.4	97.69		
123	CHEMUNG SUPPLY CORP 036043/PARTS	DA5130.4	368.00		
124	ONTARIO AUTO PARTS, INC 126745/HYDRAULIC FLUID	DA5130.4	59.99		
125	WILLIAMSON AUTOMOTIVE 9689/REPAIR	DA5130.4	3,713.65		
126	REGIONAL INTERNATIONAL CORP 011245031P/PARTS	DA5130.4	1,800.00		
127	AMERICAN ROCK SALT COMPANY,LLC 0796388/BULK ICE CONTROL SALT	DA5142.4	3,509.58		
Total:			16,384.72		

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

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
117	ROCHESTER AREA CONST. & HEALTH INSURANCE FOR APRIL 2025	DB9060.8	9,625.00		
Total:			9,625.00		

TOWN OF SODUS
Abstract of Unaudited Vouchers
TRUST & AGENCY

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
6	ROCHESTER AREA CONST. & HEALTH INSURANCE FOR APRIL 2025	TA20	2,663.44		
7	EXCELLUS HEALTH PLAN DENTAL INSURANCE FOR APRIL 2025	TA20	459.36		
Total:			3,122.80		

TOWN OF SODUS
Abstract of Unaudited Vouchers
CM1 - PARKS

Total Claims: \$44,229.49

03/27/2025

Number 006

Voucher #	Claimant	Account #	Amount	Check	Date
6	COUNTRY HARDWARE 9232/BATTERY	CM1-7110.461	33.98		
Total:			33.98		

