

The Annual Organizational Meeting and Regular Board Meeting of the Town of Conesus, County of Livingston, State of New York, was held on Tuesday, January 7th, 2025 at 7:00 PM at 6210 S. Livonia Rd., Conesus, NY 14435.

PRESENT:

Donald Wester	-----	Supervisor
Gary Sparks	-----	Absent
Jerome Butterbrodt	-----	Councilman
John Fama	-----	Councilman
Brian McCarty	-----	Absent
Julie C. Shutt	-----	Town Clerk
Dan Marusiak	-----	Highway Superintendent

OTHERS PRESENT: Ron Maxwell, Code Enforcement Officer, and approximately 5 guests.

Supervisor Wester called the Organizational Meeting to order at 7:10 PM and opened with a moment of silence and led us in the Pledge of Allegiance.

RESOLUTION #1 ACCEPT 2025 ORGANIZATIONAL MEETING AS PRESENTED

On a motion of Councilman Fama, and seconded by Councilman Butterbrodt, the following resolution was **ADOPTED AYES 3 NAYS 0 ABSENT 2**

Vote of the Board:

Councilman Butterbrodt – Aye
Councilman Fama- Aye
Councilman McCarty – Absent
Deputy Supervisor Sparks – Absent
Supervisor Wester – Aye

RESOLVE that the Town of Conesus Town Board accepts the following in its entirety:

APPOINTMENT/ACCEPTANCE OF DEPUTY TOWN SUPERVISOR – Gary

Sparks

APPOINTMENT/ACCEPTANCE OF DEPUTY HIGHWAY SUPERINTENDENT –

Tim Willis

APPOINTMENT/ACCEPTANCE OF DEPUTY TOWN CLERK- TBD

APPOINTMENT/ACCEPTANCE OF JUSTICE CLERK – Debra Coburn

RESOLUTIONS BEFORE THE BOARD:

2025 ANNUAL APPOINTMENTS

REGISTRAR OF VITAL STATISTICS	JULIE SHUTT
RECORDS ACCESS/RECORDS MGT OFFICER	JULIE SHUTT
HISTORIAN	BRENDA EDDY
CODE ENFORCEMENT OFFICER	RONALD MAXWELL
	RICK MCGRIN
DOG CONTROL OFFICER	COUNTY OF LIVINGSTON
PLANNING BOARD SECRETARY	CAROL CRANE
ZONING BOARD OF APPEALS SECRETARY	CAROL CRANE
CODE ENFORCEMENT COORDINATOR	CAROL CRANE
RESERVATION OF PARKS	HAZEL DELANEY
ATTORNEY FOR TOWN	DONALD A. YOUNG, ESQ.
SPECIAL COUNCIL	TERENCE ROBINSON
WEBSITE DEVELOPER/ASSISTANT	DON WESTER
FOREST & MUCK COORDINATOR	DON WESTER
LEAD RECYCLING ATTENDANTS	DAN WALKLEY
PLANNING BOARD CHAIR 5 YEAR TERM	BRAD FRANCIS
ZONING BOARD CHAIR 5 YEAR TERM	MARK HOPKINS
TRAFFIC SAFETY COUNCIL 12/31/2025	DON WESTER
TRAFFIC SAFETY COUNCIL ALT. 12/31/2025	GARY SPARKS

2025 ANNUAL APPOINTMENTS - CONTINUED

COUNTY ALL HAZARD COMMITTEE	DAN MARUSIAK
BOOKKEEPER/ACCOUNTING SERVICES	BALDWIN BUSINESS
PARKS CUSTODIAN	ELAINE JACOBS
CLEANER	SHEILA STALEY
FAIR HOUSING OFFICER	DON WESTER
PARK HANDYMAN	CHRIS CRANE
SNOW REMOVAL WALKWAYS TOWN HALL	CHRIS

2025 SALARY SCHEDULE

<u>TITLE</u>	<u>ANNUAL/hourly rate</u>	<u>Payment Schedule</u>
Supervisor (Wester)	\$13,520.00	Monthly
Town Council (Fama)	\$2,600.00	Monthly
Town Council (Butterbrodt)	\$2,600.00	Monthly
Town Council (Sparks)	\$2,600.00	Monthly
Town Council (McCarty)	\$2,600.00	Monthly
Town Clerk	\$28,650.00	Bi-Weekly
Deputy Town Clerk	\$0.00 /hour/TBD	By Voucher
Town Tax Collector	\$3,646.00	Bi-Weekly
Town Justice (1)	\$7,500.00	Monthly
Town Justice (2)	\$7,500.00	Monthly
Court Clerk	\$9,000.00	Bi-Weekly
Assessor	\$21,630.00	Annually
Assessor Clerk	\$ 3,800.00	Annually
Highway Superintendent	\$68,640.00	Bi-Weekly
Deputy Highway Superintendent	Hourly per Union Contract	Bi-Weekly
Building and Zoning Officer	\$26/hour	By voucher
Park Custodian	\$4,400.00	Monthly-seasonal
Town Vital Statistics Registrar	\$400.00	Annually
Records Management Officer	\$2,631.00	Annually
Cleaner	\$17.50/hr.	By Voucher
Historian	\$2,100.00	Monthly
Attorney	\$2,500.00	Monthly
Special Council	Per Diem	Per Diem
Accountant	\$12,900.00	By Voucher
Payroll	\$2,400.00	By Voucher
Board of Assessment Review (5)	\$75/diem	By Voucher
Planning Board (5)	\$25/diem	\$300/December
Zoning Board (5)	\$25/diem	\$300/December
Zoning Board Secretary	\$1,308.00	Monthly
Planning Board Secretary	\$1,308.00	Monthly
Code Enforcement Clerk	\$8,570.00	Annually
Recycling Center Lead Attendants	\$17.50/hour	Bi-Weekly
Recycling Center Personnel	\$15.00/hr.	By Voucher

2025 SALARY SCHEDULE – CONTINUED

<u>TITLE</u>	<u>ANNUAL/hourly rate</u>	<u>Payment Schedule</u>
Election Service Personnel	TBD by Board of Elections	By Voucher
Parks Handyman	\$15.00/hrBy Voucher	
Snow Removal walkways Town Hall	\$25.00/per job	By voucher

ESTABLISH STANDARD WORK HOURS FOR ALL HIGHWAY OFFICERS AND EMPLOYEES

Resolved that the Town Board establishes eight (8) hours per day as the standard number of work hours for all highway officers and employees of the Town of Conesus for retirement purposes.

ESTABLISH STANDARD WORK HOURS FOR ALL NON-HIGHWAY OFFICERS AND EMPLOYEES

Resolved that the Town Board establishes six (6) hours per day as the standard number of work hours for all non-highway officers and employees of the Town of Conesus for retirement purposes.

2025 TOWN BOARD MEETING SCHEDULE

ALL MEETINGS WILL BE HELD AT CONESUS TOWN HALL 6210 SOUTH LIVONIA RD., CONESUS. Bill paying begins at 6:30 pm; the meetings begin at 7 pm. All meetings are held on 1st Tuesday of the month unless otherwise noted.
request that the following meeting schedule is approved:

January 7

February 4

March 4

April 1

May 6

June 3

July 1

August 5

September 2

October 7

*November Thursday 6

December 2

*Election Day is Tuesday November 4

ESTABLISH ORDER OF BUSINESS

Request that the Board adopts the following order of business for Town Board Meetings:

Review of bills commences at 6:30 pm; meeting begins at 7:00 pm-Moment of Silence.

1. Call to Order
2. Pledge to Flag
3. Public Hearings (If Any)
4. Privilege of the Floor
5. Introduction of Local Laws
6. Announcements and Communications
7. Approval of Minutes
8. Clerk's Report
9. Supervisor's Report
10. Highway Report
11. Submission of Written Reports:
 - Assessor's Report
 - Code Enforcement Report
12. Updates on Key Issues:
 - Conesus Lake
 - Liv. Co./Town Planning Board Liaison Report
 - Town ZBA Liaison Report
 - Liv. Co BOS Report / Supervisor Reports (LCWC, LCWSA, GLOW, C.L.E.A.N, IT-Tech, Cemetery, Food Pantry)
 - Maintenance Report
13. Unfinished Business
14. New Business / Resolutions
15. Public General Comments and Questions
16. General Fund Claims
17. Highway Fund
- Claims 18.
- Adjournment

AGREEMENT TO REMOVE SNOW FOR CONESUS FIRE DEPT.

Request for the Town Boards permission for the Highway Department participate in ice and snow removal for the Conesus Fire Department

AGREEMENT TO REMOVE SNOW FOR TOWN OF CONESUS FACILITIES

Request for the Town Boards permission for the Highway Department participate in ice and snow removal for Town of Conesus facilities.

Authorizing Highway Superintendent to designate and post Town roads sections that are without residences or commercial buildings as seasonal, limited access roads.

APPROVAL OF GENERAL OPERATING PROCEDURES FOR TOWN OF CONESUS

Changes made to this document reflect changes of elected and appointed employees of Town of Conesus and County of Livingston. Disaster Preparedness.

APPROVAL OF SUPERVISOR SPENDING

Authorizing Town Supervisor to pay time sensitive bills to avoid paying late fees and penalties.

APPROVAL OF AGREEMENT FOR GENERAL LEGAL SERVICES TO THE TOWN

Be it, resolved, that the Town of Conesus engages Donald A. Young, Esq. to provide legal

ESTABLISH TOWN CLERK PETTY CASH FUND

Request that the Town Board approves the Town Clerk to have a petty cash fund of Three Hundred Dollars and No Cents from which to make change and make miscellaneous purchases.

DESIGNATE OFFICIAL NEWSPAPER

Request that the Town Board approves the Livingston County News as the official newspaper for the Town of Conesus

DESIGNATE LEGAL DEPOSITORY

Request that the Town Board approves Five Star Bank as the legal depository for the Town of Conesus

2025 MILEAGE RATE

Mileage reimbursement rate for 2025 is \$.67/per mile (same as Livingston County)

REVIEW OF VARIOUS TOWN POLICIES

1. General Operating Procedure
2. Town of Conesus, New York Sexual Harassment Policy
3. Town of Conesus Website Policy
4. Town of Conesus Procurement Policy
5. Public Access to Records of Town of Conesus, New York
6. Town of Conesus, NY Policy for Workplace Violence

TOWN BOARD COMMITTEES AND LIAISON

Supervisor Wester : Livonia Recreation Liaison
 Recycle Center Records/Permits/Liaison
 Town Hall Interior/Exterior Maintenance
 EOC Contact Person
 IT/Technical Support
 Traffic Safety Board
 Regular Member
 Liv. Co planning and Town Planning Board Liaison
 Assist and support Projects when and where necessary

Councilman Butterbrodt: Conlon/Mulvaney Legion Liaison
 Parks Liaison/Projects
 Boy Scout project Liaison
 Assist and support Projects when and where necessary

Councilman Sparks: Traffic Safety Board Alt.
 Ambulance District Liaison
 Deferred Compensation Plan Liaison
 Assist and support Projects when and where necessary
 Highway Facilities/Park ARPA projects Assistant

Councilman McCarty: Town Facilities Maintenance (Parks-Exterior Town Hall)
 Golden Years Liaison
 Zoning Board of Appeals Liaison
 Assist and support Projects when and where necessary

Councilman Fama: Conesus Lake/Conesus Lake Association Liaison
 Co Partner CLWC/CLWSA with Supervisor Wester Assist and support
 projects when and where needed. Projects Assistant

Resolution #2 APPROVAL OF AGREEMENT FOR GENERAL LEGAL SERVICES TO THE TOWN

On a motion of Councilman Fama, and seconded by Councilman Butterbrodt, the following resolution was
ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE that the Town of Conesus engages Donald A. Young, Esq. to provide legal services to the Town, all at the cost set forth in and as in accordance with the engagement letter for such services, which letter is hereby approved, said services provided in the alternative to the office of the Town Attorney, which office is abolished.

Vote of the Board:

Councilman Butterbrodt – Aye

Councilman Fama- Aye

Councilman McCarty – Absent

Deputy Supervisor Sparks – Absent

Supervisor Wester – Aye

Donald A. Young, Esq.
Email: dyoung@younglawofwny.com
Phone: 585-301-2260

December 20, 2024

Mr. Donald Wester
Town of Conesus Supervisor
6210 South Livonia Rd.
Conesus, NY 14435

Re: Engagement Agreement for Legal Services to the Town of Conesus, NY

Dear Supervisor Wester:

I am very pleased to have the opportunity to be of continued service to the Town of Conesus (the "Town") and I look forward to continuing to work with the Town. I will continue to endeavor to provide high quality legal services in a responsive and efficient manner that best serves the Town's interests.

Key to a sound attorney-client relationship is a clear understanding of the terms and conditions upon which legal services will be provided. Thus, the purpose of this engagement agreement (sometimes referred to as an "engagement letter," and referred to herein as the "Engagement Agreement") is to clarify and confirm these terms and conditions. Please excuse the formal nature of this Engagement Agreement – some of its substance is mandated by the Rules of Court.

A. Scope of Services

The Town has asked me to represent it as general legal counsel in relation to a variety of municipal, planning and zoning legal services requested by the Town. Such legal services may include representation of the Town Board, including representation at the meetings of such Board when requested (to address inquiries that may arise during such meetings, to address agenda items specified by the Town, etc.), and any other of the Town's board meetings as requested, as well as addressing other legal needs specifically requested by Town including, for example, local law and Town Code drafting and amendments; rezoning applications; intermunicipal agreements, FOIL requests; Open Meetings Law issues; improvement districts (including sewer, water and drainage, for example); routine, non-transactional real estate matters (e.g., licenses, easements, etc.); review and negotiation of contracts; addressing SEQR issues, addressing ongoing issues with developments, etc. Additionally, at the request of the respective Boards, I will provide services relating to the particular needs of the Town's Zoning and Planning Boards, including advising on site plan, subdivision and variance matters, for example. This representation does not include employment/union matters or litigation matters.

B. Representation

Generally. I, Donald A. Young, Esq., will be responsible for the representation. I will provide legal services on matters specifically referred to me and requested by the Town and which are within the Scope of Services, all in accordance with this Engagement Agreement. When questions or comments arise about services, billings, or other aspects of the representation, please do not hesitate to

Donald A. Young, Esq.
Email: dyoung@younglawofwny.com
Phone: 585-301-2260

contact me directly. It is important that you are satisfied with my services and responsiveness at all times. This engagement begins on **January 1, 2025** and, unless terminated by either party, continues on a month to month basis through the end of the calendar year, but may be extended and/or continued thereafter under the terms set forth herein on a month to month basis for the fees as detailed herein for so long as the Town and I agree to the same.

Termination. Should the Town decide that it no longer requires my services, for budgeting purposes or otherwise, it may terminate representation at any time. To the extent permitted by rules of professional responsibility and the court, I may terminate representation under this monthly Engagement Agreement a) upon 30 days' notice, or b) at any time if you breach any material term of this Engagement Agreement, fail to cooperate or follow advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in my opinion, render my continuing representation unlawful, unethical, or otherwise inappropriate. If I elect to terminate representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve me of any further obligation to perform legal services.

C. *Responsibilities*

In reliance upon information and guidance provided by the Town, and at the specific request of the Town, I will provide legal counsel and assistance to the Town in accordance with this Engagement Agreement on those particular matters for which the Town has requested provision of legal services. However, should I determine that any requested legal service exceeds my professional ability/competency to provide such services, I will so advise the Town such that it may pursue alternative counsel. For matters I am handling, I will keep the Town informed of progress and developments and respond to the Town's inquiries.

To enable me effectively to render these services, the Town agrees to cooperate fully with me in all matters relating to the preparation and presentation of all matters, to fully and accurately disclose to me all facts that may be relevant to the matters or that I may otherwise request, and to keep me apprised of developments relating to the matters.

During the course of this representation, I may express opinions or beliefs concerning a matter and the results that might likely be anticipated, based upon my experience. Any such statement is intended to be an expression of opinion only, based on information available at the time, and must not be construed by the Town as a promise or guarantee of any particular result.

D. *Fees, Disbursements, and Other Charges*

Monthly Fee. The fee for representation will be the monthly amount of \$2,125.00. This will entitle the Town to 10 hours of general legal services per month, as detailed herein. The services which will be rendered for such sum include those requested services listed above under Scope of Services.

Donald A. Young, Esq.
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A running balance of hours will carry over from month to month so long as this Engagement Agreement is in effect, such that should the Town not fully utilize all available hours from the previous month, any unused hours will carry forward and be added to the hours available for the next month (e.g., if 5 hours were used in January, 5 hours would carry forward and the Town would begin February with 15 [5+10] hours).

Should the Town ever exhaust its balance of hours, any excess hours used will be subtracted from those hours to be made available the following month (i.e., if 15 hours [of 10 hours] were used in January, 5 hours would be subtracted from the allotted February hours and the Town would begin February with 5 hours). To the extent the Town exceeds its balance of available hours during the final month of this Engagement Agreement, any such excess hours will be charged at the hourly rate of \$217.50. In the event that the Town begins a month without any available hours (e.g., due to excess hours in the prior month(s)), any remaining overage or further hours used will be charged at the hourly rate of \$217.50 until the Town achieves a positive hours balance in a future month. All hourly rates herein shall be billed in 1/10th of an hour increments.

Other Matters – Additional Hourly Fee. The following matters will be billed separately from and in addition to the above-quoted general legal services and associated monthly fee: A) "Charge back matters," which include services rendered in relation to land use applications where legal fees may be charged back to a land use applicant per the Town's Code / local legislation, including addressing the State Environmental Quality Review Act ("SEQR") relative to such matters, to be billed at the rate of \$240.00 per hour, and B) any other services requested, specifically agreed upon by the Town and I, and performed which fall outside the scope of the monthly fee, to be billed hourly at the rate of \$217.50 per hour. If and when requested by the Town relative to a given billing period, services for these other matters above which would normally be billed separately from and in addition to the monthly fee may instead be included and used against its available balance of general legal services hours (so long as the Town has general legal services hours available at the time such bill is to be issued).

Litigation not within Scope. Among other matters not listed as within the Scope of Services, for the purposes of clarity, the following are not within the scope of this Engagement Agreement: litigation matters, including, for example, Article 78 Proceedings, tax certiorari, employment litigation (including complaints filed with administrative agencies [i.e., EEOC], preparing for litigation, investigations, Article 75 proceedings), and investigations.

Payment. The Town will receive a statement of services at the end of each month invoicing the Town for the amount owed and detailing services rendered, including setting forth the number of hours of legal services utilized that month, detailing how the time was spent, and setting forth any hours to be credited or debited from the following month, if any. Payment is expected within thirty days, however, should the Town anticipate any difficulties in timely payment, the Town should promptly contact me upon receipt of the billing statement so we can discuss potential accommodations. The Town should also be aware that failure to pay billing statements as rendered, or as modified by Engagement Agreement, may result in withdrawal of representation.

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 Phone: 585-301-2260

Termination/Hours. Any remaining, unused balance of hours will expire at the termination of this Engagement Agreement. However, the final invoice will be reduced by \$212.50 for each unused hour remaining at the termination of this Engagement Agreement, up to a maximum one-time reduction of 100% of the final monthly flat fee set forth above (i.e., the final invoice only may be reduced by a maximum of up to \$212.50 x 10 under this provision). If this Engagement Agreement is not terminated at the end of a calendar month, a pro-rated portion of the monthly fee will be due, and the hours allotted for that final month calculated, based upon the proportion of the number of days this Engagement Agreement was effective during the last month in which this Engagement Agreement was effective. After termination, no additional monthly fees will be due, nor will any hours carry forward thereafter.

Expenses. While I do not anticipate significant disbursements or out of pocket expenses, I must advise that in addition to legal fees, the Town will be responsible for payment for disbursements and out-of-pocket expenses, including, for example, filing fees, and, if necessary, any third-party consultants. Any significant disbursements or out-of-pocket expenses will be discussed with the Town beforehand. Travel time to meetings local to the Town (e.g., to Town Hall) will be billed at half rate (one way only).

Lastly, in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, these rules require me to advise the Town that if a dispute arises about these fees, the Town has the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

E. Client Confidentiality and Records/Files

Confidentiality. As a general matter, information I receive from the Town is held in confidence and is not released to any outside individuals or organizations, except as agreed to by the Town, or as required under an applicable law or regulation. I am obligated to maintain the confidentiality of your confidential information. I retain records relating to professional services provided so that I am better able to assist the Town with its needs and, in some cases, to comply with professional guidelines. In order to guard its non-public personal information, I maintain physical and electronic safeguards to comply with professional standards.

Records/Files. At the conclusion of this representation, I will retain your client file for a period of seven years. I may store some or all client file materials in a digital format. Regarding digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing prior to their destruction. After any or all paper documents are digitized, all paper documents in the client file will be destroyed, subject to the exceptions noted above. At the expiration of the seven-year period, I may destroy all client file materials unless you notify me in writing that you wish to take possession of them.

If the Town understands this Engagement Agreement, finds that it accurately reflects the Town's understanding of the terms and conditions of my representation of the Town, and if the Town agrees to the same, please confirm the Town's acceptance and agreement by signing in the space

Donald A. Young, Esq.
Email: dyoung@younglawofwny.com
Phone: 585-301-2260

provided below and promptly return it to me. Upon acceptance, these terms and conditions will apply retroactively to the date I first performed services the subject of this Engagement Agreement on the Town's behalf.

I am very pleased to have the opportunity to be of service and look forward to working with the Town to meet its legal needs.

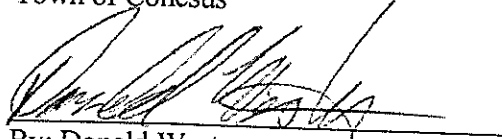
Very truly yours,



Donald A. Young, Esq.

I have read and understand this Engagement Agreement, and, on behalf of the Town of Conesus, agree to it.

ACKNOWLEDGED AND AGREED TO:
Town of Conesus



By: Donald Wester

Title: Town of Conesus Supervisor

Date: 1/8/2025

RESOLUTION #3 AGREEMENT TO SPEND HIGHWAY FUNDS

On a motion of Councilman Fama, and seconded by Councilman Butterbrodt, the following resolution was
ADOPTED AYES 3 NAYS 0 ABSENT 2

Vote of the Board:

Councilman Butterbrodt – Aye

Councilman Fama- Aye

Councilman McCarty – Absent

Deputy Supervisor Sparks – Absent

Supervisor Wester – Aye

RESOLVE that pursuant to the provisions of Section 284 of the Highway Law, we agree that monies levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows:

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

TOWN OF: Conesus 2025

COUNTY OF: Livingston

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the state for the repair and improvement of highways, shall be expended as follows: (extent of work depends on the CHIPS funding for 2025)

1. GENERAL REPAIRS. The sum of \$ 100,000_ may be expended for general repairs upon 45.57 center line miles of town highway; including sluices, culverts, dust control, black top patching on roadways and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a) Purchase of a 2025 Volvo EW160E Wheeled Excavator

there shall be expended not over the sum of \$ 272,644

(b) Jones Hill Road Ditch Project __ for/at a distance of 2,775 FT

there shall be expended not over the sum of \$ 496,862.10

Armor and Stabilize Ditch Bank

Amor Ditch

Install Checkdams

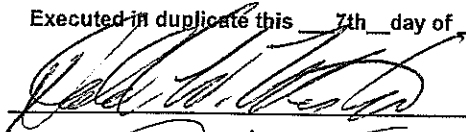
(c) For various road and culvert repairs

there shall be expended not over the sum of \$ See 1. General Repairs

No moneys set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements until the Town Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the Town Board.

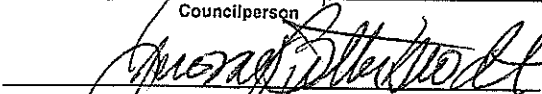
Executed in duplicate this 7th day of January, 2025



Supervisor



Councilperson



Councilperson

Councilperson

Councilperson

Daniel Marusiak Daniel Marusiak
Town Highway Superintendent

Note: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's office and one in the County Highway Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY

A motion was made by Councilman Fama, and seconded by Councilman Butterbrodt to adjourn the 2025 Organizational Meeting at 7:25 PM.
All were in favor. Motion was carried.

Supervisor Wester called the Regular Town Board Meeting to order at 7:25 PM

ANNOUNCEMENTS and COMMUNICATIONS

The next Town Board Meeting will be held on Tuesday, February 4th, 2025 at 7:00 PM

DISCUSSION THE TOWN CLERK'S MINUTES

RESOLUTION #4 ACCEPT THE TOWN CLERK'S MINUTES

On a motion of Councilman Fama and seconded by Councilman Butterbrodt, the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE that the Town Board accepted the Town Clerk's minutes of Special Town Board Meeting November 26, 2024 and Regular Town Board Meeting December 3, 2024

**Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye,
Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye**

DISCUSSION THE SUPERVISOR'S REPORT

RESOLUTION #5 ACCEPT THE SUPERVISOR'S REPORT

On a motion of Councilman Fama and seconded by Councilman Butterbrodt, the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE that the Town Board accepted the Supervisor's monthly report for December 2024 as follows:

Receipts:

General Fund \$9,962.46

Highway Fund \$8,507.61

Special Districts \$0.00

TOTAL \$18,470.61

Disbursements:

General \$89,057.02

Highway \$50,272.69

Special District \$0.00

Cell Tower \$0.00

TOTAL \$139,329.71

**Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye,
Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye**

DISCUSSION TOWN CLERK'S REPORT

RESOLUTION #6 ACCEPT THE TOWN CLERK'S REPORT

On a motion of Councilman Fama and seconded by Councilman Butterbrodt, the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE that the Town Board accepted the Town Clerk's monthly report for December 2024 as follows:

Total Local Shares Remitted \$1,503.78

New York State Department of Health \$0.00

NYS Ag. & Markets for spay/neuter program \$21.00

NYS Environmental Conservation \$0.00

New York State Comptroller's Office \$15.00

TOTAL \$1,539.78

**Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye,
Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye**

DISCUSSION ASSESSOR'S REPORT

A written report from Mike Rados was read:

We have entered all of the sales we have received from the county. We are still processing exemption renewals as they come in. We will be sending follow up reminder notices for the exemption renewals around the first of February.

DISCUSSION CODE ENFORCEMENT REPORT

Code Enforcement Officer Ron Maxwell reported on the following:

We were up 20 permits from 2023. A lot of them were on the lake.

There was a fire on DaCola Shores Rd. this past weekend. It will most likely be a tear down as it is burned pretty badly. The initial report was that it may have been a furnace malfunction.

DISCUSSION HIGHWAY SUPERINTENDENT REPORT

Highway Superintendent Dan Marusiak reported on the following:

It was a busy December and busy January so far with snow and ice. A new employee started yesterday.

DISCUSSION PARK UPDATE

Councilman Butterbrodt reported on the following:

Basketball hoop was received. It is in the storage shed and it will be put up in the spring. They will confer with park committee and highway dept as to where the best location is – whether in the same spot as the portable hoop or not.

DISCUSSION UPDATES ON KEY ISSUES

Conesus Lake Association Representative

Councilman Fama updated on the following:

Watershed Education Program for January is *Microplastics and Their Impact on the Planet*. Go to Conesuslake.org to register.

DISCUSSION UPDATES ON KEY ISSUES

Town of Conesus and Livingston County Planning Board Representative/ Livingston County Board of Supervisor/GLOW/Liv. County Water & Sewer (LCW&S)

Supervisor Wester updated us on the following:

Liv. Co. Planning board was canceled this month. Supervisor Wester did say that they are looking for alternates as sometimes it is tough to get a quorum.

Livingston County is seeking nominations for Teen Recognition Awards for 2025. The Conesus Golden Years Club will be recommending nominations for the Livingston County Senior Citizen(s) of the year.

Livingston County Board of Supervisors appointed David LeFeber as Chairman of the Board of Supervisors.

David Prebulka has assumed the role of Livingston County Administrator.

Ultimate Cabling, which the Town of Conesus has used in the past, is now AAA Cabling.

Livingston County Watershed Council has excess funds – looking to do a project at Camp Stella Maris.

Our own CLEAN Recycling Center had one of the biggest weekends that they have had in a long, long time this past weekend, taking in over \$2500.

Town of Conesus Zoning Board of Appeals Representative

Councilman McCarty updated on the following:

ZBA met on December 30th. They approved the November 25, 2024 minutes. They held a public hearing for the Colway's who were trying to get a variance of 2.5 feet to construct a porch. It was approved. They discussed the merger of their attorney the Zoghlin Group with Underberg & Kessler. They decided that Mindy Zoghlin will continue to be the attorney for the Carl Myers Enterprises Case. The next ZBA meeting will be January 27th.

UNFINISHED BUSINESS UPDATE

Supervisor Wester did obtain some brochures and information on recycling which can be handed out at the Recycling Center. This is a follow up to a resident asking how we could better educate users of the Recycling Center about proper ways to recycle.

We did award OGS contract to Waste Management.

NEW BUSINESS/RESOLUTIONS

RESOLUTION #7 TO DESTROY THE 2024 ANNUAL RECYCLE CENTER TICKETS

On a motion of Councilman Fama and seconded by Councilman Butterbrodt, the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE that the Town Board approved that the remaining tickets dated 2024 for the CLEAN Recycling Center be destroyed. The Conesus tickets are numbered 0251-500 and the Livonia tickets are numbered 0346-500.

Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye, Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye

DISCUSSION PARK PROJECT UPDATE

Park repairs will be rebid. Specs will be reviewed as to what needs to be changed before rebidding.

DISCUSSION FYI SLIKER HILL RD ICE JAM

It was noted by Supervisor Wester and Highway Superintendent Marusiak that the water was almost up to the bridge on Sliker Hill Rd. this past weekend. There was a tree caught and it was creating an ice jam. Livingston County Highway Superintendent Jason Wolfanger was alerted as well as the DEC. Mr. Wolfanger and his crew fixed the issue and were allowed by the DEC to do some work on the banks as well to help prevent further occurrences. It was noted that the Bald Eagles have relocated their nest so work is allowed in that area now.

DISCUSSION PUBLIC COMMENTS:

None

RESOLUTION #8 ACCEPT THE CLAIMS

On a motion of Councilman Fama and seconded by Councilman Butterbrodt, the following resolution was ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE to pay the vouchers in the following amounts:

General Fund: Vouchers #386 - #407 totaling \$55,061.68 and #1 - #15 totaling \$24,350.95

Highway Fund: Vouchers #187 - #203 totaling \$26,380.63 and #1 - #8 totaling \$35,999.12

Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye, Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye

RESOLUTION #9 ADJOURN THE MEETING

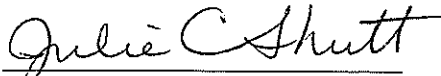
On a motion of Councilman Fama and seconded by Deputy Supervisor Sparks, the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2

RESOLVE to adjourn the meeting at 8:10 PM

**Vote of the Board: Councilman Butterbrodt - Aye, Councilman Fama- Aye,
Councilman McCarty - Absent, Deputy Supervisor Sparks - Absent, Supervisor Wester – Aye**

Respectfully submitted,



Julie C. Shutt
Town Clerk