

November 11, 2025

Regular meeting of the Town Board of the Town of Sparta was held November 11, 2025 at 7:00 pm.

Members present: Supervisor Mark Schuster, Deputy Supervisor Deb Halpenny, and Council Members Bill Smith, Mary Ellyn Calabrese and Aaron Schreiner.

Minutes of the October 14, 2025 meeting were read. A motion was made by Deb Halpenny and seconded by Aaron Schreiner to accept the minutes. All voted yes. Carried.

Minutes of the October 28, 2025 meeting were read. A motion was made by Bill Smith and seconded by Mary Ellyn Calabrese to accept the minutes. All voted yes. Carried.

Public hearing on 2026 Budget was opened at 7:05 pm.

Highway Superintendent Kevin Robinson reviewed his report.

Assessor Holley Smalt reviewed her monthly report.

Code Enforcement Officer Ron Maxwell reviewed his report.

A motion was made by Mary Ellyn Calabrese and seconded by Bill Smith to sign the extended Inter-municipal Agreement for machinery, tools, equipment and services sharing with the County of Livingston commencing on 1/1/2026 and terminating 12/31/2026. All voted yes. Carried.

A motion was made by Deb Halpenny and seconded by Aaron Schreiner to sign the Road Ditch Remediation in the Conesus Lake Watershed Agreement by and between the Livingston County and the Town of Sparta as follows:

**Memorandum of Agreement  
By and Between  
Livingston County and the Town of Sparta**

**THIS AGREEMENT** is made effective May 10, 2021, by and between **Livingston County** (the “County”) with principal offices located at the Livingston County Government Center, 6 Court Street, Geneseo, New York 14454, and the **Town of Sparta** (the “Town”) with principal offices located at 8824 Route 256, Dansville, New York 14437.

Whereas, the County, through its Planning Department, services as the lead agency for the implementation of the Conesus Lake Watershed Management Plan (the “Plan”) on behalf of the Conesus Lake Watershed Council; and

Whereas, Recommendation D-3 of the Plan recommended undertaking road ditch remediation in the watershed to reduce erosion and sedimentation that contribute sediment and nutrients to Conesus Lake. Undertaking such road ditch remediation would help protect and improve the water quality of Conesus Lake; and

Whereas, the County subsequently submitted an application to the New York State Department of Environmental Conservation Water Quality Improvements Program seeking funding to undertake road ditch remediation in the Conesus Lake Watershed. Road ditch segments in the Towns of Conesus, Sparta and Geneseo were specifically identified for the proposed remediation; and

Whereas, the New York State Department of Environmental Conservation approved the County’s funding application and allocated \$973,335.00 for the proposed road ditch remediation activities; and

Whereas, the New York State Department of Environmental Conservation established Contract No. DEC01-C01476GG-335000 with the County (the “Contract”). Said contract authorizes the County to oversee all administrative tasks associated with implementation of the project, including preparing and executing contractual agreements for performance of project work, project design, securing applicable approvals and/or permitting, and submitting quarterly project status reports; and

Whereas, the Contract specifically authorizes the County to enter into separate Memorandums of Agreement with the Towns of Conesus and Sparta for purposes of the Town Highway Departments providing in-kind labor and equipment to complete the portions of the project located within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual premises contained herein, the parties agree as follows:

1. Conditions of the Agreement

A. The Town Agrees to complete the portion of the road ditch remediation project located on Story Road in the Town of Sparta as more specifically defined in the Work Plan included in the Contract between the County and the New York State Department of Environmental Conservation. The Town shall obtain the materials needed to complete the project and shall provide the in-kind labor and all equipment needed to stabilize the eroding roadside ditch. The County Agrees to reimburse the Town of the cost of material and equipment rental.

B. The term of this Agreement shall commence May 10, 2021 and remain in effect until May 9, 2026, a five (5) year period.

C. The Town acknowledges that this remediation project is funded solely by New York State Department of Environmental Conservation Water Quality Improvements Program funds distributed to the County. The County shall be considered a funding agency for the purposes of Town reimbursements under this Agreement. This Agreement shall be deemed executory only to the extent funds are available and approved for the performance of the terms hereof, and the County shall have no liability on account thereof beyond the funds appropriated and made available for reimbursement payments.

D. The Town shall employ its own personnel as required to perform the work under this Agreement and said personnel shall not at any time be deemed employees of the County. The Town shall provide and maintain sufficient qualified staff necessary to ensure the continuous operation of a safe and effective project.

E. The Town shall perform the work under this Agreement in a timely manner. The Town shall immediately provide notice to the County of all pertinent details regarding any actual or potential cause or event that threatens the timely performance of the work under this Agreement. The Town shall be liable for all direct damages arising out of any failure to perform the work in accordance with the terms and provisions of this Agreement.

F. To the extent possible, the Town agrees to acknowledge in any public correspondence, printed promotional material, publications, and presentations describing the project the fact that the Town received financial support from the County and the Water Quality Improvement Project Grant administered by the New York State Department of Environmental Conservation.

2. Payment

A. For the performance of this Agreement, the County agrees to reimburse the Town, subject to the terms and conditions enumerated herein, for materials and rental equipment it secures to complete the project. Upon submission to the Livingston County Planning Department of written and detailed invoices, reasonable and necessary material and rental equipment costs related to the project shall be paid to the Town using Water Quality Improvements Program funds. The County agrees to make all approved payments to the Town within thirty (30) calendar days of invoices being submitted to the Planning Department. The Town agrees to submit invoices according to the County's voucher schedule. The Town shall provide all supporting documents to substantiate each invoice. The Planning Department will determine the completeness of each pay application and the Town agrees to provide any additional supporting documentation the Planning Department may request as part of approving an invoice.

3. Reporting, Records, Audit and Inspection

A. The Town shall maintain complete, accurate, and current records of all financial transactions relating to its implementation of the project, including but not limited to payroll records, equipment logs, and invoices for material and equipment rental. The Town shall also maintain complete and accurate records related to in-kind labor and equipment. During the term of this Agreement and at any time within six (6) years thereafter, the Town shall make such records available, upon request, to the County or its designee for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect books and records of the Town for the purposes to verifying information supplied to the County or for any other purpose reasonable related to monitoring the project to be performed by the Town pursuant to this Agreement.

B. The County may, at its option, audit books and records of the Town that are reasonably pertinent to this Agreement to substantiate the basis of payment. In addition, the County shall have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination or expiration of this Agreement. Any expenditure determined by the audit to be inconsistent with this Agreement may be disallowed by the County and subject to refund by the Town to the County.

C. To the extent funds provided by this Agreement are for specific activities, the Town agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices attached thereto, at such times as the County may determine, in such form and detail as may be required by the County, and a final accounting within ninety (90) days after the close of the project.

D. The Town agrees, on demand, to refund to the County any unused amounts of funding paid to it under this Agreement and /or determined to be improperly used/accounted for per any audit performed under the terms of this Agreement.

E. The Town agrees to assist the County, as specified by the County, in the preparation of any reports and/or project summaries as may be required by the New York State Department of Environmental Conservation in relation to this project.

#### 4. Termination

A. The County shall have the right to terminate this Agreement upon fifteen (15) days written notice for (i) the unavailability of funds, or (ii) the failure of the Town to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies, and/or procedures affecting this Agreement.

B. Upon receipt of notice that the County is terminating this Agreement, the Town shall incur no further costs in furtherance of this Agreement without the express approval of the County.

#### 5. General Provisions

A. The Town shall be bound by the terms and conditions of the Contract between the County and the New York State Department of Environmental Conservation, including but not limited to Attachment A-1, which is attached hereto and made a part of this Agreement. Appendices A, B and C are also attached hereto and made part of hereof as if fully set forth in this Agreement.

B. The Town shall not delegate any duties or responsibilities or assign any of its rights under this Agreement without the prior written consent of the County. Any purported delegation of duties or responsibilities or assignment of rights under this Agreement without the prior express written consent of the County shall be considered a breach of this Agreement.

C. This Agreement may be changed, amended, modified, or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change is to take effect.

D. All notices concerning this Agreement shall be in writing delivered in person, by overnight delivery service, or mailed by registered or certified mail, postage pre-paid addressed to the parties hereto at their addresses shown below:

To the County:

Livingston County Planning Department  
Attention: Heather Ferrero, Deputy Planning Director  
6 Court Street, Room 305  
Geneseo, New York 14454

To the Town:

Town of Sparta  
8824 Route 256  
Dansville, New York 14437

E. The Town shall maintain or cause to be maintained, throughout the term of this Agreement, insurance or self-insurance equivalents of the types and in the amounts specified in Livingston County Appendix C attached hereto. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverages and limits referred to in Livingston County Appendix C shall not in any way limit the liability of the Town.

F. The Town, its employees, officers, agents, and representatives shall not be considered joint ventures, employees, partners or agents of the County and shall not have the power to bind or obligate the County except as set forth in this Agreement. The Town agrees to implement the project which is the subject of this Agreement as an independent contractor and neither it nor any of its employees, officers, agents, or representative shall be or hold themselves out to be employees, officers, agents, or representatives of the County.

G. The Town shall immediately notify the County of any cause of action arising out of implementation of the project outlined herein. In additions, the Town shall indemnify and hold harmless the County, its employees, officers, agents, and representative from and against any and all claims, damages, judgments, costs, losses or expenses (including but not limited to attorneys’ fees) arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third parties under the direction or control of the Town. The Town shall provide defense for and defend, at its sole expense, any and all claims, demands, or causes of actions directly or indirectly arising out of this Agreement. The obligation of the Town to indemnify the County under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage provided by the Town. The Town’s obligations under this paragraph shall continue beyond the expiration of termination of this Agreement.

H. This Agreement shall be construed according to the laws of New York State and shall be deemed to have been executed in New York State. Any legal action that arises out of or relates in any way to any provision of this Agreement may only be brought in such court or courts located in New York State. The parties consent to the jurisdiction of said court or courts located in New York State and to venue in Livingston County to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive expiration or termination of this Agreement.

I. If any provision of this Agreement or any provision of any document attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid and enforceable to the maximum extent permitted.

J. The failure of the County to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by the County or excuse similar subsequent failure to perform any such term or condition by the Town.

K. In implementing the Project authorized pursuant to this Agreement, the Town agrees to comply with all applicable federal, state, and local laws, rules, regulations, guidelines, and requirements in addition to those specifically included in this Agreement and its incorporated attachments.

L. In the event of any conflict between the terms of this Agreement and the terms of any attachment hereto, it is understood that the terms of this Agreement shall be controlling.

All voted yes. Carried.

A motion was made by Mary Ellyn Calabrese and seconded by Bill Smith to pass the following Resolution:

**ENERGY CHOICE ACT (H.R. 3699, S. 1945) AND IN OPPOSITION TO GOVERNMENT-MANDATED NATURAL GAS BANS**

WHEREAS, affordable and reliable energy is essential to the health, safety, and economic prosperity of New York families, businesses, and communities; and

WHEREAS, natural gas remains a dependable, cost-effective, and clean-burning energy source used by millions of New Yorkers to heat their homes, cook their food, and power their businesses; and

WHEREAS, in 2019, New York State enacted the **Climate Leadership and Community Protection Act (CLCPA)**, which mandates aggressive emissions reductions and serves as the foundation for sweeping energy restrictions, including efforts to phase out natural gas; and

WHEREAS, building on the CLCPA, Governor Kathy Hochul and the New York State Legislature in 2023 enacted provisions in the state budget banning natural gas and other fossil fuel hookups in most new residential and commercial buildings, effective 2026 for smaller buildings, and 2029 for larger buildings, thereby eliminating consumer choice and limiting access to affordable energy; and

WHEREAS, Governor Hochul has publicly supported these bans and related measures as part of her administration’s climate and energy agenda, despite widespread concerns that such mandates will increase costs, strain grid reliability, and restrict energy diversity; and

WHEREAS, these top-down policies undermine affordability, threaten reliability during peak demand, and strip away the freedom of consumers and businesses to choose the energy sources that best meet their needs; and

WHEREAS, Congressman Nick Langworthy of New York and Senator Jim Justice of West Virginia introduced the **Energy Choice Act (H.R. 3699, S. 1945)**, federal legislation that ensures state and local governments cannot restrict consumer access to natural gas and other affordable energy sources, thereby protecting freedom of choice for New Yorkers and all Americans; and

WHEREAS, the Energy Choice Act would safeguard households, small businesses, hospitals, farmers, and manufacturers from harmful government overreach and preserve access to an “all-of-the-above” energy strategy that strengthens reliability and affordability;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Sparta Town Board strongly supports the Energy Choice Act as introduced by Congressman Langworthy (H.R. 3699) and Senator Justice (S. 1945) and stands firmly opposed to New York State’s natural gas bans, the CLCPA-driven restrictions, and other state energy mandates that eliminate consumer choice; and

BE IT FURTHER RESOLVED, that the Town of Sparta Town Board urges Congress to pass the Energy Choice Act to defend consumer choice, protect energy affordability, and preserve reliable access to natural gas for New Yorkers; and

BE IT FURTHER RESOLVED that copies of this resolution be sent to Congressman Nick Langworthy, Senator Jim Justice, the New York Congressional delegation, Senators Chuck Schumer and Kirsten Gillibrand, Governor Kathy Hochul, and leadership of the New York State Legislature.

All voted yes. Carried.

After a request for public comments, and none being made, Supervisor Schuster declared the public hearing closed on the 2026 budget.

A motion was made by Mary Ellyn Calabrese and seconded by Deb Halpenny to adopt the 2026 budget as presented. All voted yes. Carried.

General bills were audited and approved for a total amount of \$4,231.32.  
Highway bills were audited and approved for a total amount of \$24,307.28.  
Street light bills were audited and approved for a total amount of \$504.68.

A motion was made by Deb Halpenny and seconded by Aaron Schreiner to move into Executive Session for the purpose of discussing proposed, pending or current litigation. All voted yes. Carried.

A motion was made by Mary Ellyn Calabrese and seconded by Bill Smith to move out of Executive Session. All voted yes. Carried. No action taken.

A motion was made by Mary Ellyn Calabrese and seconded by Aaron Schreiner to adjourn the meeting. All voted yes. Carried.

Next regular meeting will be held December 9, 2025 at 7:00 pm.

DEPUTY TOWN CLERK  
Sheila Duffy