

# TOWN OF MOUNT MORRIS

## TOWN BOARD MEETING

**Date:** March 20, 2025  
**Location:** Mount Morris Town Hall, 103 Main Street

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### CALL TO ORDER

Supervisor DiSalvo called the meeting to order at 6:00 PM and led those present in the Pledge of Allegiance.

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### IN ATTENDANCE

**Supervisor:** David DiSalvo  
**Deputy Supervisor:** Don Huff  
**Councilmembers:** Nate Guzzardi, Jeff Coniglio, Joseph Rawleigh  
**Attorney:** Ed Russell  
**Others in Attendance:** Acting Highway Superintendent; Milton Smith, Town Clerk; Chelsey Woodworth, Deputy Town Clerk; Kaylee Leone, Town MEO; Spencer DiSalvo, Village Mayor Elect; Kelly Bacon  
**Community Members:** Chad Woodworth, Johnna Schrier, Tom Yorks, Matthew Scully, Patrick Scully

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### APPROVAL OF MINUTES

**Motion to Approve Minutes of the February 20, 2025 Regular Meeting**  
Motion by Deputy Supervisor Huff, Seconded by Councilmember Rawleigh  
**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0  
**Motion Carried**

**Motion to Approve Minutes of the March 10, 2025 Special Meeting**  
Motion by Councilmember Rawleigh, Seconded by Councilmember Guzzardi  
**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0  
**Motion Carried**

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### SNOW & ICE CONTROL – STATE & COUNTY

Supervisor DiSalvo reviewed the existing contract and consulted Attorney Russell regarding the possibility of modifying road coverage. Attorney Russell advised that a formal contract amendment would be necessary to reduce the mileage maintained. Acting Highway Superintendent Smith stated he would speak with the County Highway Superintendent to explore a potential agreement, following his scheduled meeting with the state next week.

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### LIVINGSTON COUNTY WORKSITE SPONSOR AGREEMENT

**Motion to Approve Agreement with Livingston County Department of Social Services for the Worksite Sponsor Program**  
Motion by Deputy Supervisor Huff, Seconded by Councilmember Guzzardi  
**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0  
**Motion Carried**

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### SUPERVISOR REPORT

**Motion to Accept Supervisor’s Report for the month of February**  
Motion by Councilmember Guzzardi, Seconded by Deputy Supervisor Huff  
**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0  
**Motion Carried**

- **Ambulance Report:** February had 105 calls: 13 mutual aid, 85 covered, 23 ALS, and 39 BLS.
- **Solar Update:** Awaiting final figures from the state regarding bonding and decommissioning.
- **Highway Equipment:** Insurance reimbursement for truck repairs received.

**Motion to Approve Purchase of Mower for \$133,250 Using CHIPS Funding**

Motion by Deputy Supervisor Huff, Seconded by Councilmember Guzzardi

**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0

**Motion Carried**

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**HIGHWAY DEPARTMENT**

Acting Highway Superintendent Smith reported that Sand Hill Road was dug out and will require further work. Crews are working for the County part of the week and will be moving equipment to Dudley Road. Other roads will be evaluated. Loader was serviced.

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**CEMETERY WORK & SEASONAL HIRING**

Councilmember Guzzardi asked about prior seasonal employees returning to mow cemeteries. Milt Smith noted the need for additional help, and board members agreed he should reach out and encourage reapplication.

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**PARKS, RECREATION, AND FACILITIES**

Town Clerk Woodworth reported that the church auction has been rescheduled for September 20th, with setup taking place on September 19th. The change was made in response to concerns from church members that July’s heat made the event uncomfortable.

Councilmember Coniglio inquired about arranging restroom facilities for the park. Town Clerk Woodworth responded that, following the Supervisor’s recommendation, she will proceed with ordering an ADA-compliant unit for Tuscarora Park and a standard unit for the cemetery.

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**PLANNING & ZONING**

Councilmember Rawleigh reported no Planning Board meeting this month. Work continues on the Comprehensive Plan and zoning revisions.

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**TOWN CLERK’S REPORT**

**Motion to Accept Town Clerk’s Report for the month of February**

Motion by Councilmember Rawleigh, Seconded by Councilmember Guzzardi

**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0

**Motion Carried**

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**SENIORAMA NOMINATION**

**Motion to Nominate Wayne McKenzie as Mount Morris Senior Citizen of the Year**

Motion by Councilmember Rawleigh, Seconded by Deputy Supervisor Huff

**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0

**Motion Carried**

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OTHER BUSINESS

- **Noise Ordinance:** Deputy Supervisor Huff asked about enforcement tools. Attorney Russell confirmed a decibel monitor is needed by whoever enforces the ordinance.
- **Assessor’s Office:** Assessor Brian Knapp noted exemption deadlines passed, and removal notices have been sent. He will prepare a resolution for next month to confirm the town’s intent to conduct a reassessment. Supervisor DiSalvo inquired whether reassessment was mandatory. Assessor Knapp and Attorney Russell confirmed it is and recommended proceeding soon.

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AUDIT OF CLAIMS – ABSTRACT 3, YEAR 2025

- **General A (Vouchers 55-80):** \$13,855.17  
**Motion** by Deputy Supervisor Huff, **Seconded** by Councilmember Rawleigh  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**
- **General B (Vouchers 18-20):** \$264.14  
**Motion** by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**
- **Highway DA (Vouchers 30-41):** \$40,595.68  
**Motion** by Councilmember Guzzardi, **Seconded** by Deputy Supervisor Huff  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**
- **SR Refuse (Vouchers 7-8):** \$212.89  
**Motion** by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**
- **SS Sewer (Vouchers 5-6):** \$749.92  
**Motion** by Deputy Supervisor Huff, **Seconded** by Councilmember Rawleigh  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**
- **SW Water (Vouchers 9-10):** \$608.13  
**Motion** by Councilmember Rawleigh, **Seconded** by Councilmember Guzzardi  
**Vote:** Aye 5 (DiSalvo, Huff, Guzzardi, Rawleigh, Coniglio) | No 0  
**Motion Carried**

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PUBLIC COMMENT

- Village Mayor-Elect Kelly Bacon inquired whether the Comprehensive Committee meetings are open to the public. Councilmember Rawleigh affirmed that they are. Clerk Woodworth added that, while not legally mandated, the Town chooses to maintain transparency by keeping these meetings open. As an advisory board, the committee is not subject to the Open Meetings Law.
- Chad Woodworth asked whether zoning/code updates should be submitted all at once or in parts. Attorney Russell recommended submitting them in manageable sections.

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ADJOURNMENT

**Motion to Adjourn the Meeting**  
Motion by Councilmember Rawleigh, Seconded by Deputy Supervisor Huff  
**Vote:** Aye 5 (DiSalvo, Huff, Coniglio, Guzzardi, Rawleigh) | No 0  
**Motion Carried**

Meeting adjourned at 6:34 PM

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**Respectfully Submitted,**  
Chelsey Woodworth  
**Town Clerk**

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**ATTACHMENTS**

- Livingston County Worksite Sponsor Agreement

## **AGREEMENT WITH WORKSITE SPONSOR**

THIS AGREEMENT, made by and between the COUNTY OF LIVINGSTON through its Department of Social Services, having its principal offices at the Livingston County Government Center, 6 Court Street, Geneseo, New York, 14454, hereinafter designated the "Department", and Town of Mt. Morris, having its offices at 103 Main Street, Mt. Morris, New York, 14510, hereinafter designated the "Sponsor".

WHEREAS, The Department is charged with receiving and administering federal Temporary Assistance for Needy Families (TANF) funds, state Safety Net funds and Food Stamp Employment and Training (FSET) funds to be used for the coordination of creating work activities in accordance with State Social Services Law and its implementing regulations. TANF activities must be in accordance with the state plan filed with the U.S. Department of Health and Human Services under Title IV-A of the Social Security Act. The Department may use federal and state funds for work activities as authorized under the TANF Program, the state-administered Safety Net Program, and the FSET program to provide for the establishment of work experience projects including any work experience that is part of a community service program, for persons in receipt of TANF, Safety Net and/or food stamp benefits. Such projects may include the performance of work experience activities in the public sector or nonprofit sector, including activities associated with refurbishing publicly assisted housing. Work experience projects also may include the operation of an activity of a governmental unit, a non-profit agency, or an institution, pursuant to an agreement with the Department in accordance with state regulations; and

WHEREAS, the Sponsor is a state or federal government institution, a municipality, a public agency, or a public or private nonprofit entity desiring to provide work experience activities for recipients of TANF, Safety Net, and/or food stamps under an agreement complying with such provisions of law and regulations.

NOW, THEREFORE, it is agreed as follows:

1. The Department or its Designee shall assign to the Sponsor recipients of TANF, Safety Net, and/or food stamps (hereinafter called "participants") to whom the

Sponsor shall assign work experience activities in accordance with the provisions of this Agreement and applicable law and regulations.

2. Work experience activities shall be performed at the Sponsor's office or at such other worksite locations as shall be mutually agreed upon between the Department or its Designee and the Sponsor. The work experience assignment, however, must serve a useful public purpose in fields such as health, social services, environmental protection, education, urban and rural development and re-development, welfare, recreation, operation of public facilities, public safety, or child day care.
3. The assignment of a participant to a work experience activity must not result in:
  - a. The displacement of any currently employed employee or loss of job or position, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
  - b. The assignment of a participant to a work experience activity when an employee is on layoff from the same or any equivalent position, or the employer has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such participant;
  - c. Any infringement of the promotional opportunities of the Sponsor's employees;
  - d. The performance, by such participant, of a substantial portion of the work ordinarily and actually performed by regular employees; or
  - e. The loss of a bargaining unit position as a result of the work experience participant performing, in part or in whole, the work normally performed by the employee in such position.
4. Work experience assignments shall not be made at any worksites at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the employer.
5. No participant shall be assigned to a work experience activity that conflicts with his or her bona fide religious beliefs.
6. The Department or its Designee will advise the Sponsor as to the number of mandatory hours for which each participant must participate in work experience activities each month. A participant may be assigned to work experience activities for a maximum number of hours calculated by dividing his or her public assistance

grant and food stamps, if any, by the state or federal minimum wage, whichever is higher. The limitation of the number of hours of work experience activities to which a participant may be assigned is only a calculation of allowable hours in work experience activity and does not mean that such participant is receiving a wage for the performance of such activities; the participant is not “working off” the grant, but is engaged in work experience activities as an element of his or her plan to become self-sufficient. In no event may a participant be required to work more than forty hours in any week.

7. The Department or its Designee will advise the Sponsor as to any limitations a participant may have with regards to the nature of work experience activities in which they may participate; participants will be required to perform only those activities that are within their physical capabilities.
8. The Sponsor will maintain and provide to the Department or its Designee weekly documentation of attendance with respect to each participant, and shall ensure that such documentation is adequate to meet the needs of the Department or its Designee. Attendance documentation will be provided to the Department via electronic means whenever possible. Electronic entry of attendance will be through the Department’s Case Management System, which the Department will make available to the Sponsor. Written documentation will include the Sponsor’s name and address, the participant’s name, the hours during which the participant participated in work experience activities, and the dates covered by the report. The Sponsor will notify the Department or its Designee in a timely manner if a participant refuses and/or fails to perform assigned work experience activities.
9. Participants shall not be required to travel an unreasonable distance from their homes (generally a round trip lasting more than two hours) or to remain away from their home overnight for the purpose of participating in work experience activities.
10. The Department or its Designee shall provide for each participant workers’ compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, although not necessarily at the same benefit level, as such protections are provided to the Sponsor’s employees.
11. The Sponsor will promptly notify the Department or its Designee of a participant’s absence (whether for illness or otherwise), except when such absence is on a pre-planned basis approved by the Department or its Designee. Such notification shall

- include prompt telephone notice to the Department or its Designee followed by written confirmation if requested. Additionally, the Sponsor shall report to the Department or its Designee any injury to or illness of any participant.
12. The Sponsor shall provide adequate supervision to the participant. The Sponsor will review the performance and attitude of all participants with a representative of the Department or its Designee at regular and mutually convenient intervals.
  13. The Sponsor will establish and maintain appropriate standards of health, safety and other work conditions to ensure that participants are adequately protected against hazards or activities that may affect adversely their health or safety. Such standards shall meet or exceed those required by public employee safety and health standards as established in New York State Labor Law section 27-1.
  14. The Department or its Designee will provide transportation or will meet the cost of transportation, provide necessary allowance for childcare and provide other supportive services as may be required by participants.
  15. The Sponsor will provide any special clothing, specific tools or equipment that may be required for the participants to perform work experience activities.
  16. Participants may be required to operate a motor vehicle in the course of executing work experience activities. If so, the Sponsor shall provide the motor vehicle, and shall also provide adequate liability insurance for such motor vehicle, which shall cover the participant who may be operating the vehicle. Only properly licensed participants may be assigned such work experience activities.
  17. The Sponsor may terminate the work experience activities of any participant, and shall promptly furnish the Department or its Designee with a written evaluation of the participant's performance and the reason for the termination.
  18. The Sponsor may offer full-time paid employment to any participant, and shall furnish to the Department or its Designee written notice of such offer and the participant's acceptance or rejection thereof, including details as to the job description, wages and date of employment.
  19. The Sponsor agrees to indemnify and save harmless the Department or its Designee, the State of New York and the County of Livingston, their officers, employees and agents from and against all liability, loss or damage they may suffer as a result of any claims, demands, costs, judgments or damage to state or County property in the care, custody or control of the Sponsor arising directly or indirectly out of this Agreement,



including losses arising out of the negligent acts or omissions of the Sponsor. The Sponsor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other cost and expenses relating thereto. The foregoing provisions shall not be construed to cause the Sponsor to indemnify the state and the County, their officers, agents or employees from its or their sole negligence.

- 20. The Agreement shall take effect January 1, 2025 through December 31, 2027 and may be terminated at any time by either party upon thirty (30) days written notice by registered or certified mail, return receipt requested.
- 21. This Agreement shall not be modified except by a further written Agreement signed by both parties.
- 22. The Sponsor has been advised of the confidentiality requirements and policies of the Department or its Designee, has been provided a copy of such requirements and policies and agrees on behalf of itself, its employees, officers and agents to fully comply with such requirements and policies.
- 23. Livingston County Appendix C is attached hereto and made a part hereof.

In witness thereof, the parties have executed this Agreement on the dates noted below.


Date \_\_\_\_\_

By \_\_\_\_\_

Chairman

Livingston County Board of Supervisors

Date 1/25/25

By 

Title: Town Supervisor  
(Sponsor Organization)

Mt Morris