

**Revised AGENDA
REGULAR MEETING OF THE ELLICOTTVILLE TOWN BOARD
August 17, 2022 at the Ellicottville Town Hall**

Call to Order and Pledge to Flag

Privilege of the Floor

Approve Minutes

- Town Board Meeting - July 20, 2022

Audit of Claims

- Pay Town bills on Distribution Report #08-2022

Supervisor's Reports

- Accept Supervisor's July 2022 Financial Report
- Town Center Renovation – Update
- Charter Communications
- ECS Resource Officer
- Highway Superintendent Interviews
- Budget Meeting

Present Written Department Reports for Approval

- Clerk's, Justice, Building Inspector, Planners and Police Reports

Department Heads

Don Auge - Police Department

Greg Keyser – Planning Department

Ben Slotman - Engineering Department

- Engineering Monthly Report

Kevin Woodin- Highway Department

- Deputy Highway Superintendent Wage Increase

New Business

- Cleaning at Town Center
- Arboretum Request

Old Business

- EVGV Trail
- Phone System Update
- SAM Grant for Windows and Doors
- Lighting at Pinetree
- Noise Law
- Alarm Law

Correspondence

Attorney/Client Privilege

Executive Session

DRAFT MINUTES OF THE
REGULAR MEETING OF THE TOWN BOARD
OF THE TOWN OF ELLICOTTVILLE, JULY 20, 2022 at 6:00 pm
HELD AT THE TOWN HALL

<u>Present:</u>	Matthew McAndrew	Supervisor
	Greg Fitzpatrick	Councilman
	John Zerfas	Councilman
	Steve Crowley	Councilman
	Ken Hinman	Councilman
	Seth Pullen	Attorney for Town
	Robyn George	Town Clerk
	Ben Slotman	Town Engineer
	Don Auge	Officer in Charge
	Greg Keyser	Town Planner
	Kevin Woodin	Highway Superintendent

Others present: Scot Brumagin, David Parker and Kathy Kellogg, press

Call meeting to order:

Supervisor McAndrew called the meeting to order at 6:00pm and led the Pledge to the Flag.

Public Hearing

Supervisor McAndrew opened the public hearing on the

“Resolution and Order after Public Hearing Approving the Increase and Improvement of Facilities of the Town of Ellicottville Consolidated Water District No. 1”.

There was no public comment so the public hearing remained open.

Approve Minutes

- Town Board Meeting - June 15, 2022
- Special Board Meeting - June 29, 2022
- Special Board Meeting – July 13, 2022

On motion by Mr. Zerfas and second by Mr. Crowley the minutes of June 15th, 2022 meeting were:

Accepted	Ayes 4 - McAndrew, Zerfas, Fitzpatrick, & Crowley
	Nays 0

On motion by Mr. Crowley and second by Mr. Hinman the minutes of June 29th and July 13th, 2022 special meetings were:

Accepted Ayes 5 - McAndrew, Zervas, Fitzpatrick, Hinman & Crowley
Nays 0

Audit of Claims

- Pay Town bills on Distribution Report #07-2022

On motion by Mr. Crowley and second by Mr. Hinman the following resolution was

Accepted Ayes 5 - McAndrew, Zervas, Fitzpatrick, Hinman & Crowley
Nays 0

Resolved that the Town bills be paid on General Ledger Distribution Report 07-22 as follows:

001 - General Fund A:	\$181,769.44		
002 - General Fund B:	\$ 2,895.66		
		General Fund Total:	\$184,665.10
004 - Highway DB	\$ 61,866.46		
		Highway Fund Total:	\$ 61,866.46
006 - Water	\$ 25,188.90		
		<u>006 - Water Fund Total</u>	<u>\$ 25,188.90</u>
		Grand Total:	\$271,720.46

Supervisor's Reports

- Accept Supervisor's June 2022 Financial Report

On motion by Mr. Hinman and second by Mr. Fitzpatrick the Supervisor's June 2022 Financial Report was

Accepted Ayes 5 - McAndrew, Zervas, Fitzpatrick, Hinman & Crowley
Nays 0

- Town Center Renovation – Update - Appraisal

The previously submitted appraisal for the Cooperative Extension portion of the Town Center building by KLW Appraisal Group was reviewed and updated. The new appraisal was \$47,000 more than the original one. The Cooperative Extension will have their own appraisal done and the average of the 2 appraisals will be used in negotiating a possible reduction in rent for the Co-op.

On **motion** by Mr. Zervas and second by Mr. Hinman the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

Resolved that the Town Board accept the Appraisal submitted by KLW Appraisal Group, Inc. for the Cooperative Extension's portion of the Town Center at 28 Parkside Drive as submitted.

The renovations at the Town Center are ongoing. The flooring is in and painting finished. The new outside door has been installed. The electrician and IT person are scheduled for next week. The issue with the drain was discussed.

- Charter Communications

Attorney Pullen has drafted a letter to Charter Communications requesting an revised contract. Mr. Zervas has been in touch with them in regarding expansion of service areas.

- ECS Resource Officer

Attorney Pullen is finalizing the contract between the school and the Town for a Resource Officer. He noted that any additional expenses incurred by the Town can be charged to the school by invoice. The contract will be submitted to Great Valley for approval. The target date for implementation is September 3rd so the matter will be on the next Town Board agenda.

- Supervisors Meeting

Crystal Abers, Director of the Economic Development, Planning and Tourism Department of Cattaraugus County, discussed the Restore NY and NY Forward grants that are available. Both may be a good fit for the Town and Village.

Present Written Department Reports for Approval

- Clerk's, Police, Justice, Planners and Building Inspector's

On **motion** by Mr. Hinman and second by Mr. Zervas the Clerk's, Police, Justice and Building Inspector's reports were:

Accepted Ayes 5 - McAndrew, Zervas, Fitzpatrick, Hinman & Crowley
Nays 0

It was noted that the Justice reports were a month behind (May).

Department Heads

- **OIC Auge - Police Department**

OIC Auge is working on finding an officer to hire to replace the Officer who will become the new School Resource Officer. She is scheduled to start training for that position.

- **Greg Keyser – Planning Department**

Mr. Keyser reviewed his monthly report. He is working with Kelly Fredrickson to review current process and forms. Also, the Zoning Code book needs to be updated to include amendments. He is looking into programs that would make documents more user friendly for the public and for staff.

He participated in a Restore NY Grant Program webinar. The money would be used for redevelopment involving private properties. The 1887 building and the foreclosed property on Donlen Drive were discussed.

There is also a Records management Grant offering a maximum of \$75,000 with a 10% match.

Simmons Road Solar Project is moving forward. An Escrow Agreement is being worked on that would sent funds aside to cover the Town's extra expenses.. A Host Agreement and Decommissioning Bond were also discussed.

- **Ben Slotman – Engineering Department**

- Engineering Report - reviewed

JDN has completed the installation of the concrete pipe, rip rap and placement of the roadbed at the Poverty Hill at Dicky Road Culvert. The Highway Department has cleaned up the shoulders and is placing new signage. Paving will happen at a later date.

On **motion** by Mr. Crowley and second by Mr. Zervas the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zerfas, Hinman & Fitzpatrick
Nays 0

Resolved that the Board approve the change order of \$1650 to Parise Machanical, Inc. for additional electric work at the Town Center.

The LGE Grant request for reimbursement has been submitted. It includes the requests from the original submission and building improvements, computers, furniture, etc. Due to unavoidable delays, the request fell short by \$10,000 (out of the available \$400,000).

Mr. Slotman will meet with Point Source next week to discuss lighting options for Pinetree Road. The style of poles and photo metrics will be looked at. Supervisor McAndrew suggested they consider a 3 light system, 2 at Pinetree and one at the corner of Northgate.

- **Kevin Woodin – Highway Department**

The Department has been working on the Poverty Hill Culvert and patching. They have started on the Jackman Hill project. The 10-wheeler is on the Road but they are still waiting on the trailer. The new hires should be available to start working Monday.

New Business

- Highway Part-time Laborers

Kevin Woodin provided some background on the experience and qualifications of the applicants for the Highway Laborer jobs. They will both be attending training to get their CDL licenses.

On **motion** by Mr. Hinman and second by Mr. Fitzpatrick the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zerfas, Hinman & Fitzpatrick
Nays 0

Resolved that the Town hire Wyatt Taylor and Nathaniel Ploetz as part-time, temporary highway department laborers at the 2022 step one rate for laborers as outlined in the Teamsters contract.

Their job status and pay rate will be reviewed once if they get their CDL license.

- Highway Superintendent Residency Requirement

The permanent Highway Superintendent position has yet to be filled.

On **motion** by Mr. Hinman and second by Mr. Crowley the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zerfas, Hinman & Fitzpatrick
Nays 0

Whereas, the Town has exhausted the pool of applicants for the position of Highway Superintendent with residency within the Town limits of Ellicottville,

Resolved that the Town expand its residency requirement for a Highway Superintendent to include anyone with a primary residence within a 15 mile radius of the Town Barn at 5575 Bryant Hill Road in the Town of Ellicottville.

- Approve AUD

Tronconi, Segarra & Associates presented their audit of the Annual Financial Report Update Document ("AUD") for the year ending December 31, 2021.

Creating a schedule of assets and capitalization policy was discussed. Recording liabilities for compensated absences related to unused vacation and sick time was also discussed. These are tracked so quantifying would not be an issue.

On **motion** by Mr. Fitzpatrick and second by Mr. Zerfas the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zerfas, Hinman & Fitzpatrick
Nays 0

Resolved that the Town accept the audit of the AUD for the year ending December 31, 2021 as presented by Tronconi, Segarra & Associates.

Tronconi, Segarra & Associates also performed an audit of the Town Court's compliance with guidelines established by NYS Office of the State Comptroller.

On **motion** by Mr. Fitzpatrick and second by Mr. Hinman the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zerfas, Hinman & Fitzpatrick
Nays 0

Resolved that the Town accept the audit of the Town Court's compliance with guidelines established by the NYS Office of the State Comptroller as presented.

- Tamarack Request to waive late fees

Richard Sandler, General Manager for the Tamarack Club has requested that the Town waive the late fee of \$870.28 for failure to pay last quarter's amount due.

On **motion** by Mr. Hinman and second by Mr. Zervas the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

Whereas, the Tamarack Club has never missed a water payment before and they have a reasonable explanation of how the bill may have been missed.

Whereas, the late fee of 10% on such a high water usage customer is substantial,

Resolved that the Town waive the late fee of \$870.28 on the Tamarack Club bill, account #2148.

- Comp Alliance Resolutions

On **motion** by Mr. Crowley and second by Mr. Hinman the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

RESOLUTION APPROVING MEMBERSHIP IN WORKERS' COMPENSTION ALLIANCE
WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the Town of Ellicottville is eligible for membership in the Plan; and

WHEREAS the Town of Ellicottville has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the Town of Ellicottville to participate therein; now, therefore, be it

RESOLVED that the Town of Ellicottville enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that Supervisor Matthew McAndrew be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the Town of Ellicottville; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved effective July 1, 2022.

On **motion** by Mr. Crowley and second by Mr. Hinman the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

WORKERS' COMPENSATION – SELF INSURANCE

"A MOTION was made by Mr. Crowley and seconded by Mr. Hinman to adopt the following resolution:

RESOLVED that the Town of Ellicottville hereby elects, pursuant to Subdivision 3-a of Section 50 of the Workers' Compensation Law, to become a self-insurer as to Workers' Compensation claims against this Municipality' and be it further

RESOLVED, that pursuant to Section 50 Subdivision 3-a of said Workers' Compensation Law, notice of such election shall be filed forthwith with the Chairman of the Workers' Compensation Board, Self-Insurance Section; and be it further

RESOLVED, that this election shall become effective on July 1, 2022

- Justice Training Request

On motion by Mr. Fitzpatrick and second by Mr. Zervas the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

Resolved that the Board authorize Justice Robert Germain to attend the Annual NYSMA Conference in Saratoga Springs from October 30 through November 2, 2022.

- Engineering Clerk

The Engineering Department received 3 applications for the part-time engineering clerk position. Interviews will be set up.

- East Tank Gate

Mr. Pullen received letters from the landowner's attorney requesting that the gate on the road leading to the East Tank be moved. The Town has the ROW to access the East Tank. Mr.. Slotman said that the gate was installed to deter vehicles other than the Towns and property owners from accessing the road. Since the Town maintains the road, the less traffic, the better. He will schedule an on-site meeting with all of the property owners affected.

Old Business

- EVGV Trail.

President since the inception of the Trail Committee, Ken Hinman, has resigned his position. The Board applauded him for his work and contributions. Matt McAndrew was appointed as a member of the Committee. There will be a reception in Ken Hinman's honor on August 1st at the Gin Mill.

- Phone System Update

Mr. Slotman will be scheduling a meeting with Dale Keegan from Convergent Telecom to determine phone needs. Mr. Keegan will then provide 2 quotes, one cloud based and the other voiceover IP.

- SAM Grant – nothing new
- Noise Law – nothing new
- Alarm Law

Mr. Pullen has submitted a draft of the revised law to CEO, Kelly Fredrickson for review.

Public Hearing

On **motion** by Mr. Hinman and second by Mr. Zervas the following resolution was:

Accepted: Ayes 5 - McAndrew, Crowley, Zervas, Hinman & Fitzpatrick
Nays 0

Resolved to close the Public Hearing on the resolution approving the increase and improvement of facilities of the Consolidated Water District No. 1.

The following resolution was offered by Steve Crowley and seconded by Ken Hinman to wit:

RESOLUTION AND ORDER AFTER PUBLIC HEARING APPROVING THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN OF ELLICOTTVILLE CONSOLIDATED WATER DISTRICT No. 1

WHEREAS, the Town Board of the Town of Ellicottville (herein called "Town Board" and "Town", respectively), in the County of Cattaraugus, New York,

has, pursuant to Town Law, created the Town of Ellicottville Consolidated Water District No. 1 (the "District"); and

WHEREAS, in July 2019, the Town Board directed the Town of Ellicottville Engineering Department, competent engineers licensed in New York, to prepare a map, plan and report for a water system capital improvements project (commonly known as "Phase 2") within the District; and

WHEREAS, in August and September of 2019, the Town approved the original capital improvements project, through Town Law Section 202-b proceedings and other resolutions and adopted a bond resolution on September 6, 2019; and

WHEREAS, the cost of such project increased from \$5,277,096 to \$7,000,000 due to an increase in the cost of construction materials and labor for the project; and

WHEREAS, the Town has directed Town of Ellicottville Engineering Department, competent engineers licensed in New York, to prepare a revised map, plan and report (dated June 2022) to reflect the revised cost of the project; and

WHEREAS, such revised map, plan and report amends a certain prior map, plan and report (dated July 2019) for the purposes of (a) increasing the estimated maximum cost of such project, and (b) increasing the amount of bonds (and notes) for such project; and

WHEREAS, the scope of the improvements has not materially changed from the project identified in such original map, plan and report; and

WHEREAS, such water system capital improvements project will generally consist of (but not be limited to), the installation of approximately 17,000 linear feet of water main along various roads in the District (as extended), electrical and HVAC improvements to source wells and booster stations including, but not limited to, structural repairs to roofs and foundation improvements, installation of web-based control systems and associated equipment and the installation of storage tanks, as well as other such improvements as more fully identified in (or contemplated by) such map, plan and report referred to above, all of the foregoing to include all necessary site work, equipment, apparatus and other improvements and costs incidental thereto and in connection with the financing thereof (collectively, the "District Improvement"); and

WHEREAS, the revised map, plan and report: (a) increases the estimated maximum cost of the Project from \$5,277,096 to \$7,000,000 and (b) increases the aggregate principal amount of bonds required from \$5,277,096 to \$7,000,000; and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board the revised map, plan and report (as so amended) for such increase and improvement of facilities of the District and has estimated the total cost thereof to be an increased estimated maximum amount of \$7,000,000; said cost to be financed by the issuance of serial bonds of the Town in an increased aggregate principal amount not to exceed \$7,000,000, such amount to be offset by any federal, state, county and/or local funds received; and

WHEREAS, the revised map, plan and report has not been modified in any material respect other than as described above; and

WHEREAS, the Town Board has previously determined that the District Improvement is a Type II action; and

WHEREAS, due to the above-described lack of change to the scope of the District Improvement, the Town determined that no further action under SEQRA is necessary; and

WHEREAS, the Town Board issued an Order at its June 29, 2022 meeting calling for a public hearing to be held at the Town Hall, Ellicottville, New York, on July 20, 2022 at 6 o'clock p.m. (prevailing time) or shortly thereafter, to consider the increase and improvement of facilities of the District as enumerated in the revised map, plan and report and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law, and further ordered the Town Clerk to publish at least once in a newspaper designated as an official newspaper of the Town for such publication, and post on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a copy of this Order, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten nor more than 20 days before the date of such public hearing; and

WHEREAS, said notices of the public hearing were properly published and posted and the public hearing duly held at the time and place stated in the notices.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF ELLICOTTVILLE, based on the information provided at the public hearing, as follows:

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described and referred to at the estimated maximum cost of \$7,000,000; and it is hereby

DETERMINED, that the parcels and lots of the District shall be benefited by said increase and improvement of the facilities of the District; and it is hereby

DETERMINED, that all parcels and lots benefited by said increase and improvement of the facilities are included in the District; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense for said increase and improvement of the facilities, and with the assistance of the Town Attorney, prepare a proposed contract for the execution of the work, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of the facilities shall be financed by the issuance of serial bonds of the Town in an aggregate principal amount not to exceed \$7,000,000, said amount to be offset by any federal, state, county and/or local funds received, and unless paid from other sources or charges (including, but not limited to, water rents), the costs of said increase and improvement of facilities shall be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District, which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on said bonds as the same shall become due and payable, except as provided by law; and it is hereby

FURTHER ORDERED, the Town Board may establish water rents as provided in paragraph (d) of subdivision three of Town Law Section 198; and

FURTHER ORDERED, that within ten days after adoption of this Resolution and Order, the Town Clerk shall record with the Clerk of the County of Cattaraugus a copy of this Resolution and Order, certified by said Town Clerk.

The adoption of the foregoing Resolution Approving the Increase and Improvement of Facilities of the Town of Ellicottville Consolidated Water District No. 1 was duly put to a vote on roll call, which resulted as follows:

AYES: Matthew McAndrew, Town Supervisor

Steve Crowley, Councilman

Greg Fitzpatrick, Councilman

Ken Hinman, Councilman

John Zerfas, Councilman

NOES: 0

ABSENT:0

The Resolution approving the increase and improvement of facilities of the Consolidated Water District No. 1 was declared adopted.

The following resolution was offered by Steve Crowley and seconded by Ken Hinman, to wit;

AN AMENDING AND RESTATING BOND RESOLUTION, DATED JULY 20, 2022, OF THE TOWN BOARD OF THE TOWN OF ELLICOTTVILLE, CATTARAUGUS COUNTY, NEW YORK (THE "TOWN"), AMENDING THE BOND RESOLUTION THAT WAS ADOPTED ON SEPTEMBER 6, 2019, AND AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT (PHASE 2) WITHIN THE TOWN OF ELLICOTTVILLE CONSOLIDATED WATER DISTRICT No. 1 AT AN ESTIMATED MAXIMUM COST OF \$7,000,000 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, SAID AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

WHEREAS, on September 6, 2019, the Town Board of the Town of Ellicottville, Cattaraugus County, New York (the "Town") adopted a bond resolution (the "Original Bond Resolution") entitled:

A BOND RESOLUTION, DATED SEPTEMBER 6, 2019, OF THE TOWN BOARD OF THE TOWN OF ELLICOTTVILLE, CATTARAUGUS COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING A CAPITAL IMPROVEMENTS PROJECT (PHASE 2) WITHIN THE TOWN OF ELLICOTTVILLE CONSOLIDATED WATER DISTRICT NO. 1 AT AN ESTIMATED MAXIMUM COST OF \$5,277,096 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,277,096 OF THE TOWN, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, SAID AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

WHEREAS, the Town approved, through Town Law Section 202-b proceedings and the Original Bond Resolution, a certain water system capital improvements project in the Town of Ellicottville Consolidated Water District No. 1 (commonly known as "Phase 2") (the "Project"); and

WHEREAS, the cost of the Project has subsequently increased from \$5,277,096 to \$7,000,000 due to an increase in the cost of construction materials and labor; and

WHEREAS, the Town Board of the Town has determined to proceed with the Project; and

WHEREAS, the Town has directed Town of Ellicottville Engineering Department, competent engineers licensed in New York, to prepare a revised map, plan and report (dated June 2022) to reflect the revised cost of the project; and

WHEREAS, the scope of the improvements has not materially changed from the Project identified in the original map, plan and report; and

WHEREAS, the Town Board now wishes to amend and restate the Original Bond Resolution for the purposes of: (a) increasing the estimated maximum amount from \$5,277,096 to \$7,000,000 and (b) increasing the aggregate principal amount of bonds from \$5,277,096 to \$7,000,000, and to make such other modifications in the Original Bond Resolution as may be consistent with law; and

WHEREAS, the Original Bond Resolution is otherwise being reaffirmed and ratified in all other material respects;

WHEREAS, the Town has not previously issued bond anticipation notes pursuant to the Original Bond Resolution and has not yet entered into permanent financing arrangements thereunder (i.e., the issuance of long-term serial bonds); and

NOW, THEREFORE,

BE IT RESOLVED, by the Town Board of the Town of Ellicottville, in the County of Cattaraugus, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Town Board) as follows:

SECTION 1. The Town is hereby authorized to undertake a water system capital improvements project generally consisting of (but not limited to), the installation of approximately 17,000 linear feet of water main along various roads in the District (as extended), electrical and HVAC improvements to source wells and booster stations including, but not limited to, structural repairs to roofs and foundation improvements, installation of web-based control systems and associated equipment and the installation of storage tanks, as well as other such improvements as more fully identified in (or contemplated by) such revised map, plan and report

prepared in connection with such project, all of the forgoing to include all necessary site work, equipment, apparatus and other improvements and costs incidental thereto and in connection with the financing thereof (collectively, the "Project"). The estimated maximum cost of said purpose is \$7,000,000.

SECTION 2. The Town Board plans to finance the estimated maximum cost of said purpose by the issuance of serial bonds in an aggregate principal amount not to exceed \$7,000,000 of the Town, hereby authorized to be issued therefore pursuant to the Local Finance Law, said amount to be offset by any federal, state, county and/or local funds received. Unless paid from other sources or charges (including, but not limited to, water rents), the cost of such improvement is to be paid by the issuance of serial bonds, and by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on such bonds as the same become due and payable, except as provided by law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is 40 years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges (including, but not limited to, water rents), the cost of the Project shall be paid by the assessment, levy and collection of special assessments from the several lots and parcels of land within the District which the Town Board shall determine and specify to be especially benefited thereby, so much upon and from each as shall be in just proportion to the amount of benefit conferred upon the same, to pay the principal of and interest on such bonds or notes as the same become due and payable, except as provided by law. Should the assessments upon benefited real property be insufficient to pay the principal of and interest on such bonds, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 62.10, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Town Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8. To the extent not previously authorized, the temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in this resolution.

SECTION 9. This resolution shall constitute the declaration (or reaffirmation) of the Town's "official intent" to reimburse the expenditures authorized in this resolution with the proceeds of the bonds, notes or other obligations authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 10. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and may designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3) of the Code.

SECTION 11. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 12. The Town Supervisor is further authorized to call in and redeem any outstanding obligations that were authorized hereunder (at such times and in such amounts and maturities as may be deemed appropriate after consultation with Town officials and the Town's municipal advisor), to approve any related notice of redemption, and to take such actions and execute such documents as may be necessary to effectuate any such calls for redemption pursuant to Section 53.00 of the Local Finance Law, with the understanding that no such call for redemption will be made unless such notice of redemption shall have first been filed with the Town Clerk.

SECTION 13. The Town has previously determined that the Purpose is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQRA") are required.

SECTION 14. To the extent applicable, the Town Supervisor is hereby authorized to execute and deliver in the name and on behalf of the Town a project financing agreement prepared by the New York State Environmental Facilities Corporation ("EFC") (the "Project Financing Agreement"). To the extent applicable, the Town Supervisor and the Town Clerk and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the SRF Project Financing Agreement.

SECTION 15. In the absence or unavailability of the Town Supervisor, the Deputy Town Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 16. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) (a) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication; or

(2) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 17. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in a newspaper having a general circulation in said Town and designated as the official newspaper of said Town for such publication.

SECTION 18. Nothing in this amendment shall affect the validity of the original September 6, 2019 Bond Resolution, or any action taken thereunder, and any such actions are hereby ratified.

SECTION 19. This Resolution is effective immediately.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYES: Matthew McAndrew, Town Supervisor

Steve Crowley, Councilman

Ken Hinman, Councilman

Greg Fitzpatrick, Councilman

John Zerfas, Councilman

NOES: 0

Adjournment

Motion by Mr. Hinman, seconded by Mr. Zerfas to adjourn the meeting at 7:50pm and enter into Attorney/Client Privilege. All Ayes. Carried.

I, Robyn A. George, Clerk of the Town of Ellicottville, County of Cattaraugus, State of NY, do hereby certify that the foregoing constitutes the complete minutes of the Town Board Meeting held on the 20th day of July, 2022, approved by said Board on the 17th day of August, 2022.

Robyn A. George, Town Clerk

Supervisor's Report

JULY 2022

Prepared By: TRACY

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

Report Date: 08/01/2022 09:15 AM

Account Table:

It. Sort Table:

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 001	GENERAL FUND					
Dept 1220	SUPERVISOR					
001.1220.0102	CLERK	10,097.00	5,753.54	4,343.46	4,343.46	52.98
001.1220.0201	EQUIPMENT	1,000.00	0.00	1,000.00	1,000.00	0.00
001.1220.0400	CONTRACTUAL EXPENSE	5,000.00	1,790.98	3,209.02	3,209.02	35.82
Total Dept 1220	SUPERVISOR	52,407.00	28,492.62	23,914.38	23,914.38	54.37
Dept 1320	INDEPENDENT ACCOUNTANT					
001.1320.0400	CONTRACTUAL EXPENSE	40,000.00	32,405.00	7,595.00	7,595.00	81.01
Total Dept 1320	INDEPENDENT ACCOUNTANT	40,000.00	32,405.00	7,595.00	7,595.00	81.01
Dept 1330	RECEIVER OF TAXES					
001.1330.0400	CONTRACTUAL EXPENSE	4,900.00	1,927.57	2,972.43	2,972.43	39.34
Total Dept 1330	RECEIVER OF TAXES	4,900.00	1,927.57	2,972.43	2,972.43	39.34
Dept 1355	ASSESSORS					
001.1355.0100	PERSONAL SERVICES	40,106.00	23,138.10	16,967.90	16,967.90	57.69
001.1355.0400	CONTRACTUAL EXPENSE	20,000.00	315.98	19,684.02	19,684.02	1.58
Total Dept 1355	ASSESSORS	60,106.00	23,454.08	36,651.92	36,651.92	39.02
Dept 1410	TOWN CLERK					
001.1410.0100	PERSONAL SERVICES	52,520.00	30,677.75	21,842.25	21,842.25	58.41
001.1410.0102	DEPUTY	10,117.00	5,753.54	4,363.46	4,363.46	56.87
001.1410.0200	EQUIPMENT	4,500.00	0.00	4,500.00	4,500.00	0.00
001.1410.0400	CONTRACTUAL EXPENSE	4,500.00	1,510.09	2,989.91	2,989.91	33.56
Total Dept 1410	TOWN CLERK	71,637.00	37,941.38	33,695.62	33,695.62	52.96
Dept 1420	ATTORNEY					
001.1420.0400	CONTRACTUAL EXPENSE	30,000.00	29,889.47	110.53	110.53	99.63
Total Dept 1420	ATTORNEY	30,000.00	29,889.47	110.53	110.53	99.63
Dept 1420	ENGINEER					
001.1420.0400	CONTRACTUAL EXPENSE	158,100.00	63,737.90	94,362.10	94,362.10	40.31
Total Dept 1420	ENGINEER	158,100.00	63,737.90	8,500.00	8,500.00	0.00

Account Table:
Alt. Sort Table:

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 001	GENERAL FUND					
Dept 1440	ENGINEER					
001.1440.0201	EQUIPMENT-REMODEL	52,841.00	0.00	52,841.00	52,841.00	0.00
001.1440.0401	CONTRACTUAL MSC	38,500.00	49,462.09	(10,962.09)	(10,962.09)	128.47
Total Dept 1440	ENGINEER	257,941.00	113,199.99	144,741.01	144,741.01	43.89
Dept 1620	BUILDINGS					
001.1620.0101	PERSONAL SERVICES	12,000.00	4,106.19	7,893.81	7,893.81	34.22
001.1620.0200	EQUIPMENT	1,000.00	0.00	1,000.00	1,000.00	0.00
001.1620.0400	CONTRACTUAL EXPENSE	38,000.00	15,584.28	22,415.72	22,415.72	41.01
001.1620.0401	REPAIRS	3,500.00	0.00	3,500.00	3,500.00	0.00
001.1620.0402	TOWN CENTER REPAIRS	5,000.00	70.83	4,929.17	4,929.17	1.42
001.1620.0403	TOWN CENTER	25,000.00	55,420.65	(30,420.65)	(30,420.65)	221.68
001.1620.0404	TOWN CENTER CONTINGENCY	5,000.00	0.00	5,000.00	5,000.00	0.00
001.1620.0405	TOWN CENTER RES	150,000.00	0.00	150,000.00	150,000.00	0.00
001.1620.0407	TOWN CENTER RENOVATIONS	0.00	169,230.34	(169,230.34)	(169,230.34)	0.00
Total Dept 1620	BUILDINGS	239,500.00	244,412.29	(4,912.29)	(4,912.29)	102.05
Dept 1670	CENTRAL PRINTING & MAILING					
001.1670.0400	CONTRACTUAL EXPENSE	17,000.00	6,459.69	10,540.31	10,540.31	38.00
Total Dept 1670	CENTRAL PRINTING & MAILING	17,000.00	6,459.69	10,540.31	10,540.31	38.00
Dept 1680	CENTRAL DATA PROCESSING					
001.1680.0400	CONTRACTUAL EXPENSE	7,500.00	1,091.00	6,409.00	6,409.00	14.55
Total Dept 1680	CENTRAL DATA PROCESSING	7,500.00	1,091.00	6,409.00	6,409.00	14.55
Dept 1910	UNALLOCATED INSURANCE					
001.1910.0400	UNALLOCATED INSURANCE	35,457.00	0.00	35,457.00	35,457.00	0.00
Total Dept 1910	UNALLOCATED INSURANCE	35,457.00	0.00	35,457.00	35,457.00	0.00
Dept 1920	MUNICIPAL ASSOCIATION DUES					
001.1920.0200	MAD	2,000.00	0.00	2,000.00	2,000.00	0.00
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	2,000.00	0.00	2,000.00	2,000.00	0.00
Dept 1990	CONTINGENCY					

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 001	GENERAL FUND					
Dept 1990	CONTINGENCY					
001.1990.0400	BEAUTIFICATION	1,000.00	1,000.00	0.00	0.00	100.00
Total Dept 1990	CONTINGENCY	1,000.00	1,000.00	0.00	0.00	100.00
Dept 3120	POLICE CHIEF					
001.3120.0100	PERSONAL SERVICES	34,925.00	19,759.13	15,165.87	15,165.87	56.58
001.3120.0102	PERSONAL SERVICES, POLICE	318,362.00	185,270.05	133,091.95	133,091.95	58.19
001.3120.0200	EQUIPMENT	15,000.00	38,618.90	(23,618.90)	(23,618.90)	257.46
001.3120.0201	EQUIPMENT - RESERVE	40,000.00	0.00	40,000.00	40,000.00	0.00
001.3120.0400	CONTRACTUAL EXPENSE	40,000.00	21,153.25	18,846.75	18,846.75	52.88
001.3120.0402	UNIFORM ALLOWANCE	9,000.00	2,584.80	6,415.20	6,415.20	28.72
001.3120.0403	Training	5,000.00	810.00	4,190.00	4,190.00	16.20
001.3120.0406	CONTINGENCY	8,000.00	0.00	8,000.00	8,000.00	0.00
Total Dept 3120	POLICE CHIEF	470,287.00	268,196.13	202,090.87	202,090.87	57.03
Dept 3510	CONTROL OF DOGS					
001.3510.0400	CONTRACTUAL EXPENSE	4,590.00	4,030.00	560.00	560.00	87.80
Total Dept 3510	CONTROL OF DOGS	4,590.00	4,030.00	560.00	560.00	87.80
Dept 3610	EXAMINING BOARD OF REVIEW					
001.3610.0400	CONTRACTUAL EXPENSE	600.00	300.00	300.00	300.00	50.00
Total Dept 3610	EXAMINING BOARD OF REVIEW	600.00	300.00	300.00	300.00	50.00
Dept 5010	SUPERINTENDENT OF HIGHWAYS					
001.5010.0100	PERSONAL SERVICES	67,944.00	36,951.10	30,992.90	30,992.90	54.38
001.5010.0400	CONTRACTUAL EXPENSE	1,500.00	77.00	1,423.00	1,423.00	5.13
001.5010.0401	New Highway Barn Expenses	90,000.00	2,521.59	87,478.41	87,478.41	2.80
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	159,444.00	39,549.69	119,894.31	119,894.31	24.80
Dept 5132	GARAGE					
001.5132.0401	SIGNS	3,000.00	197.32	2,802.68	2,802.68	6.58
001.5132.0402	UTILITIES	10,000.00	7,344.60	2,655.40	2,655.40	73.45
Total Dept 5132	GARAGE	13,000.00	7,541.92	5,458.08	5,458.08	58.01
Dept 5182	STREET LIGHTING					

Account Table:
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Prepared By: TRACY

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 001	GENERAL FUND					
Dept 5182	STREET LIGHTING					
001.5182.0400	CONTRACTUAL EXPENSE	10,000.00	3,592.53	6,407.47	6,407.47	35.93
Total Dept 5182	STREET LIGHTING	10,000.00	3,592.53	6,407.47	6,407.47	35.93
Dept 6989	OTHER ECONOMIC ASSISTANCE					
001.6989.0400	CONTRACTUAL EXPENSE	6,000.00	0.00	6,000.00	6,000.00	0.00
Total Dept 6989	OTHER ECONOMIC ASSISTANCE	6,000.00	0.00	6,000.00	6,000.00	0.00
Dept 7310	YOUTH PROGRAMS					
001.7310.0100	PERSONAL SERVICES	23,231.00	7,278.16	15,952.84	15,952.84	31.33
001.7310.0400	CONTRACTUAL EXPENSE	3,000.00	577.84	2,422.16	2,422.16	19.26
Total Dept 7310	YOUTH PROGRAMS	26,231.00	7,856.00	18,375.00	18,375.00	29.95
Dept 7510	HISTORIAN					
001.7510.0100	PERSONAL SERVICES	3,232.00	1,616.04	1,615.96	1,615.96	50.00
001.7510.0400	CONTRACTUAL EXPENSE	170.00	0.00	170.00	170.00	0.00
001.7510.0401	MILEAGE	300.00	0.00	300.00	300.00	0.00
Total Dept 7510	HISTORIAN	3,702.00	1,616.04	2,085.96	2,085.96	43.65
Dept 7520	HISTORICAL PROPERTY					
001.7520.0400	CONTRACTUAL EXPENSE	4,500.00	52.37	4,447.63	4,447.63	1.16
Total Dept 7520	HISTORICAL PROPERTY	4,500.00	52.37	4,447.63	4,447.63	1.16
Dept 7620	ADULT RECREATION					
001.7620.0400	CONTRACTUAL EXPENSE	5,000.00	1,369.34	3,630.66	3,630.66	27.39
Total Dept 7620	ADULT RECREATION	5,000.00	1,369.34	3,630.66	3,630.66	27.39
Dept 7989	CULTURE & RECREATION					
001.7989.0400	CONTRACTUAL EXPENSE	20,000.00	300.00	19,700.00	19,700.00	1.50
Total Dept 7989	CULTURE & RECREATION	20,000.00	300.00	19,700.00	19,700.00	1.50
Dept 8810	CEMETERIES					
001.8810.0400	CONTRACTUAL EXPENSE	4,000.00	1,334.66	2,665.34	2,665.34	33.37

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TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2022 Period From: 1 To: 12

Prepared By: TRACY

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 001	GENERAL FUND					
Dept 8810	CEMETERIES					
001.8810.0402	Cemetery Renovation	5,000.00	0.00	5,000.00	5,000.00	0.00
Total Dept 8810	CEMETERIES	9,000.00	1,334.66	7,665.34	7,665.34	14.83
Dept 9010	STATE RETIREMENT					
001.9010.0800	BENEFITS	49,221.00	0.00	49,221.00	49,221.00	0.00
Total Dept 9010	STATE RETIREMENT	49,221.00	0.00	49,221.00	49,221.00	0.00
Dept 9015	FIRE & POLICE RETIREMENT					
001.9015.0800	BENEFITS	86,140.00	0.00	86,140.00	86,140.00	0.00
Total Dept 9015	FIRE & POLICE RETIREMENT	86,140.00	0.00	86,140.00	86,140.00	0.00
Dept 9030	SOCIAL SECURITY					
001.9030.0800	BENEFITS	76,300.00	34,535.05	41,764.95	41,764.95	45.26
Total Dept 9030	SOCIAL SECURITY	76,300.00	34,535.05	41,764.95	41,764.95	45.26
Dept 9040	WORKERS COMPENSATION					
001.9040.0800	BENEFITS	19,000.00	6,680.43	12,319.57	12,319.57	35.16
Total Dept 9040	WORKERS COMPENSATION	19,000.00	6,680.43	12,319.57	12,319.57	35.16
Dept 9055	DISABILITY INSURANCE					
001.9055.0800	BENEFITS	2,390.00	750.80	1,639.20	1,639.20	31.41
Total Dept 9055	DISABILITY INSURANCE	2,390.00	750.80	1,639.20	1,639.20	31.41
Dept 9060	MEDICAL INSURANCE					
001.9060.0800	BENEFITS	112,685.00	33,951.50	78,733.50	78,733.50	30.13
Total Dept 9060	MEDICAL INSURANCE	112,685.00	33,951.50	78,733.50	78,733.50	30.13
Dept 9901	INTERFUND TRANSFERS					
001.9901.0200	EQUIPMENT	25,000.00	0.00	25,000.00	25,000.00	0.00
001.9901.0300	UNEMPLOYMENT INSURANCE PAYMENT RES FUND	2,800.00	0.00	2,800.00	2,800.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	27,800.00	0.00	27,800.00	27,800.00	0.00

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TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

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Fund 001	GENERAL FUND					
Dept 9901	INTERFUND TRANSFERS					
Total Fund 001	GENERAL FUND	1,301,785.00	558,364.48	743,420.52	743,420.52	42.89
Fund 002	GENERAL OUTSIDE VILLAGE					
Dept 0002	NON PROP TAX DIST BY COUNTY	170,000.00	(139,090.00)	30,910.00	30,910.00	(81.82)
002.0002.1378	FROM OTHER GOVTS	87,980.00	(37,592.05)	50,387.95	50,387.95	(42.73)
002.0002.1379	FROM OTHER GOVTS-OUTSIDE TOWN & VILLAGE	8,000.00	0.00	8,000.00	8,000.00	0.00
002.0002.1520	POLICE FEES	100.00	(90.00)	10.00	10.00	(90.00)
002.0002.2115	PLANNING BOARD FEES	5,000.00	(6,128.00)	(1,128.00)	(1,128.00)	(122.56)
002.0002.2401	INTEREST & EARNINGS	15.00	0.00	15.00	15.00	0.00
002.0002.2590	PIP FEES	5,000.00	(10,800.00)	(5,800.00)	(5,800.00)	(216.00)
002.0002.2770	BUILDING PERMITS	20,000.00	(19,389.00)	611.00	611.00	(96.95)
002.0002.2771	MEMBER P AID BC/BS	1,500.00	(1,399.87)	100.13	100.13	(93.32)
Total Dept 0002	SAFETY INSPECTION	(297,595.00)	(214,488.92)	(83,106.08)	(83,106.08)	72.07
Dept 3620	PERSONAL SERVICES	56,308.00	34,509.18	21,798.82	21,798.82	61.29
002.3620.0100	CLERK	10,159.00	8,324.67	1,834.33	1,834.33	81.94
002.3620.0400	CONTRACTUAL EXPENSE	12,000.00	10,187.96	1,812.04	1,812.04	84.90
Total Dept 3620	SAFETY INSPECTION	78,467.00	53,021.81	25,445.19	25,445.19	67.57
Dept 7110	CONTRACTUAL EXPENSE	22,000.00	0.00	22,000.00	22,000.00	0.00
002.7110.0400	PARKS	22,000.00	0.00	22,000.00	22,000.00	0.00
Total Dept 7110	LIBRARY	22,000.00	0.00	22,000.00	22,000.00	0.00
Dept 7410	CONTRACTUAL EXPENSE	23,000.00	23,000.00	0.00	0.00	100.00
002.7410.0400	LIBRARY	23,000.00	23,000.00	0.00	0.00	100.00
Total Dept 7410	PLANNING	23,000.00	23,000.00	0.00	0.00	100.00
Dept 8020	PERSONAL SERVICES	66,300.00	19,999.20	46,300.80	46,300.80	30.16
002.8020.0100	PERSONAL SERVICES - OTHER TOWNS	3,550.00	0.00	3,550.00	3,550.00	0.00

Account Table:

TOWN OF ELLICOTTVILLE

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Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 002	GENERAL OUTSIDE VILLAGE					
Dept 8020	PLANNING					
002.8020.0102	CLERK	26,367.00	12,078.42	14,288.58	14,288.58	45.81
002.8020.0400	CONTRACTUAL EXPENSE	6,000.00	3,507.64	2,492.36	2,492.36	58.46
002.8020.0401	LEGAL	4,000.00	0.00	4,000.00	4,000.00	0.00
002.8020.0402	PLANNING BOARD	6,950.00	2,095.00	4,855.00	4,855.00	30.14
002.8020.0403	BOARD OF APPEALS	4,850.00	1,640.00	3,210.00	3,210.00	33.81
002.8020.0404	PLANNING REVENUE SHARED W/VILLAGE	4,000.00	0.00	4,000.00	4,000.00	0.00
Total Dept 8020	PLANNING	122,017.00	39,320.26	82,696.74	82,696.74	32.23
Dept 9010	STATE RETIREMENT					
002.9010.0800	BENEFITS	18,458.00	0.00	18,458.00	18,458.00	0.00
Total Dept 9010	STATE RETIREMENT	18,458.00	0.00	18,458.00	18,458.00	0.00
Dept 9030	SOCIAL SECURITY					
002.9030.0800	BENEFITS	16,000.00	5,839.85	10,160.15	10,160.15	36.50
Total Dept 9030	SOCIAL SECURITY	16,000.00	5,839.85	10,160.15	10,160.15	36.50
Dept 9040	WORKERS COMPENSATION					
002.9040.0800	BENEFITS	800.00	334.01	465.99	465.99	41.75
Total Dept 9040	WORKERS COMPENSATION	800.00	334.01	465.99	465.99	41.75
Dept 9055	DISABILITY INSURANCE					
002.9055.0800	BENEFITS	495.00	194.40	300.60	300.60	39.27
Total Dept 9055	DISABILITY INSURANCE	495.00	194.40	300.60	300.60	39.27
Dept 9060	MEDICAL INSURANCE					
002.9060.0800	BENEFITS	24,210.00	5,282.48	18,927.52	18,927.52	21.82
Total Dept 9060	MEDICAL INSURANCE	24,210.00	5,282.48	18,927.52	18,927.52	21.82
Dept 9901	INTERFUND TRANSFERS					
002.9901.0900	TRANSFERS TO OTHER FUNDS	24,444.00	0.00	24,444.00	24,444.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	24,444.00	0.00	24,444.00	24,444.00	0.00

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Alt. Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 002	GENERAL OUTSIDE VILLAGE					
Total Fund 002	GENERAL OUTSIDE VILLAGE	32,296.00	(87,496.11)	119,792.11	119,792.11	(270.92)
Fund 003	HIGHWAY TOWNWIDE (DA)					
Dept 0003	*					
003.0003.1120	NON PROP TAX DIST BY COUNTY	10,000.00	(10,000.00)	0.00	0.00	(100.00)
003.0003.2401	INTEREST & EARNINGS	10.00	0.00	10.00	10.00	0.00
003.0003.2770	GAS AND FUEL	15,000.00	(19,020.07)	(4,020.07)	(4,020.07)	(126.80)
Total Dept 0003	*	(25,010.00)	(29,020.07)	4,010.07	4,010.07	116.03
Dept 5120	BRIDGES					
003.5120.0400	CONTRACTUAL EXPENSE	25,000.00	0.00	25,000.00	25,000.00	0.00
Total Dept 5120	BRIDGES	25,000.00	0.00	25,000.00	25,000.00	0.00
Dept 9901	INTERFUND TRANSFERS					
003.9901.0900	INTERFUND TRANSFERS	8,148.00	0.00	8,148.00	8,148.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	8,148.00	0.00	8,148.00	8,148.00	0.00
Total Fund 003	HIGHWAY TOWNWIDE (DA)	8,138.00	(29,020.07)	37,158.07	37,158.07	(356.60)
Fund 004	HIGHWAY OUTSIDE VILLAGE(DB					
Dept 0004	*					
004.0004.1120	NON PROP TAX DIST BY COUNTY	1,065,000.00	(143,303.65)	921,696.35	921,696.35	(13.46)
004.0004.2401	INTEREST & EARNINGS	80.00	0.00	80.00	80.00	0.00
004.0004.2665	SALES OF EQUIPMENT	30,000.00	(6,236.59)	23,763.41	23,763.41	(20.79)
004.0004.2680	INSURANCE RECOVERIES	0.00	(2,233.31)	(2,233.31)	(2,233.31)	0.00
004.0004.2771	MEMBER PAID BC/BS	7,300.00	(4,119.75)	3,180.25	3,180.25	(56.43)
004.0004.3501	STATE AID-CONSOLIDATED HIGHWAY	185,208.00	(34,129.00)	151,079.00	151,079.00	(18.43)
Total Dept 0004	*	(1,287,588.00)	(190,022.30)	(1,097,565.70)	(1,097,565.70)	14.76
Dept 1910	UNALLOCATED INSURANCE					
004.1910.0400	CONTRACTUAL EXPENSE	32,729.00	0.00	32,729.00	32,729.00	0.00
Total Dept 1910	UNALLOCATED INSURANCE	32,729.00	0.00	32,729.00	32,729.00	0.00
Dept 5110	GENERAL REPAIRS					

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 004	HIGHWAY OUTSIDE VILLAGE(DB					
Dept 5110	GENERAL REPAIRS					
004.5110.0100	PERSONAL SERVICES	155,000.00	56,224.48	98,775.52	98,775.52	36.27
004.5110.0200	ROAD IMPROVEMENT - PERM.	260,000.00	79,422.69	180,577.31	180,577.31	30.55
004.5110.0400	CONTRACTUAL EXPENSE	65,000.00	52,603.89	12,396.11	12,396.11	80.93
004.5110.0401	CHPS	133,208.00	0.00	133,208.00	133,208.00	0.00
Total Dept 5110	GENERAL REPAIRS	613,208.00	188,251.06	424,956.94	424,956.94	30.70
Dept 5130	MACHINERY					
004.5130.0200	EQUIPMENT	307,000.00	301,173.90	5,826.10	5,826.10	98.10
004.5130.0400	CONTRACTUAL EXPENSE	50,000.00	12,871.12	37,128.88	37,128.88	25.74
Total Dept 5130	MACHINERY	357,000.00	314,045.02	42,954.98	42,954.98	87.97
Dept 5140	MISCELLANEOUS					
004.5140.0400	CONTRACTUAL EXPENSE	20,000.00	7,463.06	12,536.94	12,536.94	37.32
Total Dept 5140	MISCELLANEOUS	20,000.00	7,463.06	12,536.94	12,536.94	37.32
Dept 5142	SNOW REMOVAL					
004.5142.0100	PERSONAL SERVICES	197,727.00	115,927.30	81,799.70	81,799.70	58.63
004.5142.0400	CONTRACTUAL EXPENSE	160,000.00	24,249.04	135,750.96	135,750.96	15.16
Total Dept 5142	SNOW REMOVAL	357,727.00	140,176.34	217,550.66	217,550.66	39.19
Dept 9010	STATE RETIREMENT					
004.9010.0800	BENEFITS	34,865.00	0.00	34,865.00	34,865.00	0.00
Total Dept 9010	STATE RETIREMENT	34,865.00	0.00	34,865.00	34,865.00	0.00
Dept 9030	SOCIAL SECURITY					
004.9030.0800	BENEFITS	23,625.00	13,154.80	10,470.20	10,470.20	55.68
Total Dept 9030	SOCIAL SECURITY	23,625.00	13,154.80	10,470.20	10,470.20	55.68
Dept 9040	WORKERS COMPENSATION					
004.9040.0800	BENEFITS	56,000.00	26,387.62	29,612.38	29,612.38	47.12
Total Dept 9040	WORKERS COMPENSATION	56,000.00	26,387.62	29,612.38	29,612.38	47.12
Dept 9055	DISABILITY INSURANCE					

Account Table:

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Prepared By: TRACY

Alt. Sort Table:

Fiscal Year: 2022 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 006	WATER DISTRICT (SW)					
Dept 0006	*					
Total Dept 0006		(567,095.00)	(49,333.16)	(517,761.84)	(517,761.84)	8.70
Dept 8310	WATER ADMINISTRATION					
006.8310.0401	BILLING SUPPLIES	1,000.00	608.50	391.50	391.50	60.85
006.8310.0402	TELEPHONE	7,760.00	3,096.77	4,663.23	4,663.23	39.91
006.8310.0403	TRAINING	3,000.00	165.00	2,835.00	2,835.00	5.50
006.8310.0407	PRINTING AND MAILING	7,000.00	985.21	6,014.79	6,014.79	14.07
006.8310.0440	CONTRACTED SERVICES	10,000.00	1,237.12	8,762.88	8,762.88	12.37
Total Dept 8310	WATER ADMINISTRATION	28,760.00	6,092.60	22,667.40	22,667.40	21.18
Dept 8320	SOURCE OF SUPPLY, POWER & PUMP					
006.8320.0401	ELECTRICAL	58,000.00	31,603.02	26,396.98	26,396.98	54.49
006.8320.0403	CHEMICALS AND SUPPLIES	5,000.00	1,479.62	3,520.38	3,520.38	29.59
006.8320.0404	SAMPLING	9,000.00	1,011.00	7,989.00	7,989.00	11.23
006.8320.0414	GAS	15,000.00	4,911.84	10,088.16	10,088.16	32.75
006.8320.0415	CONTRACTUAL	200,000.00	117,670.63	82,329.37	82,329.37	58.84
Total Dept 8320	SOURCE OF SUPPLY, POWER & PUMP	287,000.00	156,676.11	130,323.89	130,323.89	54.59
Dept 8340	TRANSMISSION & DISTRIBUTION					
006.8340.0201	EQUIPMENT	10,000.00	1,479.08	8,520.92	8,520.92	14.79
006.8340.0202	METER REPLACEMENTS	1,000.00	0.00	1,000.00	1,000.00	0.00
006.8340.0203	IMPROVEMENTS	78,000.00	27,031.53	50,968.47	50,968.47	34.66
006.8340.0402	REPAIRS AND LEAK SURVEY	45,000.00	18,025.79	26,974.21	26,974.21	40.06
Total Dept 8340	TRANSMISSION & DISTRIBUTION	134,000.00	46,536.40	87,463.60	87,463.60	34.73
Dept 9710	SERIAL BONDS					
006.9710.0600	SERIAL BONDS	45,000.00	0.00	45,000.00	45,000.00	0.00
006.9710.0700	SERIAL BONDS	26,638.00	13,318.75	13,319.25	13,319.25	50.00
Total Dept 9710	SERIAL BONDS	71,638.00	13,318.75	58,319.25	58,319.25	18.59
Dept 9901	INTERFUND TRANSFERS					
006.9901.0100	EAST TANK	5,000.00	0.00	5,000.00	5,000.00	0.00
006.9901.0900	INTERFUND TRANSFERS	96,481.00	0.00	96,481.00	96,481.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	101,481.00	0.00	101,481.00	101,481.00	0.00

Account Table: Alt. Sort Table: Fiscal Year: 2022 Period From: 1 To: 12 Prepared By: TRACY

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Account No.	Description	Original Budget	YTD Actual Rev / Exp	YTD Budget Balance	YTD Available Balance	Percent Rev/Exp Balance
Fund 006	WATER DISTRICT (SW)					
Total Fund 006	WATER DISTRICT (SW)	55,784.00	173,290.70	(117,506.70)	(117,506.70)	310.65
Fund 007	SEWER DISTRICT (SS)					
Dept 8120	SEWAGE COLLECTION SYSTEM					
007.8120.0400	CONTRACTUAL EXPENSE	43,000.00	0.00	43,000.00	43,000.00	0.00
Total Dept 8120	SEWAGE COLLECTION SYSTEM	43,000.00	0.00	43,000.00	43,000.00	0.00
Total Fund 007	SEWER DISTRICT (SS)	43,000.00	0.00	43,000.00	43,000.00	0.00
Fund 008	DRAINAGE DISTRICT					
Dept 8540	DRAINAGE CONTRACTUAL					
008.8540.0400	CONTRACTUAL EXPENSE	7,500.00	0.00	7,500.00	7,500.00	0.00
Total Dept 8540	DRAINAGE CONTRACTUAL	7,500.00	0.00	7,500.00	7,500.00	0.00
Dept 8597	DRAINAGE EQUIPMENT					
008.8597.0200	EQUIPMENT	2,000.00	0.00	2,000.00	2,000.00	0.00
Total Dept 8597	DRAINAGE EQUIPMENT	2,000.00	0.00	2,000.00	2,000.00	0.00
Total Fund 008	DRAINAGE DISTRICT	9,500.00	0.00	9,500.00	9,500.00	0.00
Grand Total		2,165,763.00	1,154,769.12	1,010,993.88	1,010,993.88	53.32

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the Town of Ellicottville, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenues" means all revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), received by Grantee, directly or indirectly, derived from the operation of the Cable System for the provision of Cable Service, which includes, but is not limited to, all revenue from basic, standard, digital, and premium tiers of Cable Service; fees for installation, disconnection and/or reconnection charges for Cable Services; late fees related to Cable Service; fees for service calls; service plan protection fees related to Cable Service; collection fees related to Cable Service; charges based on the sale or lease of any portion of the Cable System for Cable Service; rental of any and all Cable Services equipment, including converters and remote control devices; change in service fees for related to Cable Service; video on demand service; pay-per-view service; program guides; fees for additional outlets; pass through of franchise fees; any and all locally-derived advertising revenues less commissions paid to unaffiliated entities; and locally-derived revenues or commissions from home shopping channels. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available applicable state law. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ~~tenfifteen~~ (1015) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

~~**Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.~~

~~**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty-five (25) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.~~

~~**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may~~

require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

6.1

6.26.3 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.36.4 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.46.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely

to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone

number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal *to five percent (5%)* of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an *annual* basis, within forty-five (45) days of the close of each *calendar year* and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Matthew McAndrew
Town Supervisor
Town of Ellicottville
1 West Washington St.
P.O. Box 600
Ellicottville, NY 14731
Email: mjmellcottville@wny.twcbc.com

Grantee: Mark Meyerhofer
Sr. Director, Government Affairs
Charter Communications
355 Chicago St.
Buffalo, NY 14204
Email: mark.meyerhofer@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This

Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Town of Ellicottville

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

**AGREEMENT BETWEEN TOWN OF ELLICOTTVILLE
AND ELLICOTTVILLE CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER**

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executes this Agreement, by and between the TOWN OF ELLICOTTVILLE, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 1 West Washington Street, Ellicottville, New York 14731 (hereinafter referred to as the "Town"), and ELLICOTTVILLE CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices at 5873 Route 219, Ellicottville, New York 14731 (hereinafter referred to as the "District"), and the TOWN OF GREAT VALLEY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 4808 Route 219, Great Valley, New York 14741, joining this Agreement for the purpose of consenting to the provision of police services by the Town of ELLICOTTVILLE at the campus of ELLICOTTVILLE Central School District, which is within the boundaries of the Town of GREAT VALLEY..

WITNESSETH:

WHEREAS, the Town, through its Police Department, is willing, able and qualified to perform such services to the District; and

WHEREAS, the District and the Town recognize the benefits of the School Resource Officer Program to the District, Town and the ELLICOTTVILLE Central School District community; and

WHEREAS, in view of the foregoing, the parties deem it in the best interests of the District, the Town, and the citizens of the ELLICOTTVILLE Central School District to establish this program, and to enter into a cooperative Intermunicipal Agreement (the "Agreement") pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, the ELLICOTTVILLE Town Supervisor is authorized to execute this Agreement pursuant to the Resolution, adopted by the Town of ELLICOTTVILLE on _____; and

WHEREAS, the Superintendent of Schools ("Superintendent") is authorized to execute this Agreement pursuant to the Resolution, adopted by the District on _____; and

WHEREAS, the GREAT VALLEY Town Supervisor is authorized to execute this Agreement pursuant to the Resolution, adopted by the Town of GREAT VALLEY on _____;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Town and the District hereby agree as follows:

1. Scope of Services. The School Resource Officer Program is designed to provide law enforcement, education, first responder services, and advice/counsel to students; and is an

attempt to deter criminal behavior and improved communication with / access to community resources through positive interactions with students during school hours.

- a) The Town shall employ a properly trained and certified Police Officer to serve in the capacity as a School Resource Officer (hereinafter “SRO”) to the District.
 - i. The Officer in Charge and Superintendent, or their respective designees, shall confer to mutually agree upon the selection of an SRO from a pool of SRO applicants.
 - ii. SRO applicants must be certified police officers, with a minimum of five (5) years' of law enforcement service or experience, unless otherwise agreed to by the District and the Officer in Charge. Among additional criteria for consideration are job knowledge, experience, training, education, appearance, attitude, communication skills and demeanor.
- b) During the term of this Agreement, the SRO agreed upon by the Town and District shall be assigned, and provide services, to the District on a full-time basis for the academic year (September 1 – June 30). During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by their SRO assignment.
- c) It is agreed by the parties that the SRO will be expected to be on campus from 7:30 a.m. to 3:30 p.m. on school days. The SRO will follow the same school days calendar as set for Teachers. Notwithstanding the preceding sentence and set forth in subsection b, above, as requested by the Superintendent or his designee, the SRO may be requested to work for certain extracurricular events on District property when it is determined that a police presence is necessary. The SRO and District will collaborate to “flex” the SRO's hours when requested to work extracurricular events that do not take place between 7:30 a.m. to 3:30 p.m. on school days or take place on weekends.
- d) On any day when the regularly assigned SRO is not able to be present at the District, for any reason, the Town agrees to make best efforts to supply another police officer to the District; however, it is agreed by and between the parties that this provision shall be waived if agreed upon by the Superintendent and Officer in Charge or designees.
- e) The SRO will review and abide by applicable District policies and regulations and/or as directed by the Superintendent and/or designee at all times while on and/or using District property and/or while performing duties pursuant to this Agreement, provided that such policies and/or regulations do not materially interfere with the SRO's duties as a police officer and/or with the Town of ELLICOTTVILLE Police Department's Rules and Regulations.
- f) The District shall have the right to request, in writing, that the Officer in Charge permanently replace the individual SRO assigned to the District

with just cause (as reasonably determined by the District). The written request will be specific to the reason for the SRO removal. The Officer in Charge will reassign the SRO from the SRO program in accordance with the Town Police Department's Rules, Regulations, and/or General Orders. In such event, the Town and District agree to start a new application and selection process set forth in Section 1(a).

- g) In the event of a resignation, or reassignment of the SRO, or in the case of the SRO's planned or unplanned long-term absences, of more than fifteen (15) school days, the Officer in Charge and the Superintendent, or their respective designees, may convene and recommend a regular replacement for the previously assigned SRO, as soon as practicable.
- h) The SRO assigned to District shall be an employee of the Town for all purposes, including, but not limited to wage and hour, workers' compensation, and disability insurance purposes. The Workers' Compensation Law shall apply in the case of any injury to the SRO, and the Town shall pay all premiums and/or expenses related to such insurance. The SRO shall not be deemed an employee of the District and the District shall pay no monetary consideration of any kind directly to the SRO in connection with the services provided to the District.
- i) The Superintendent or designee may request the SRO to work in excess of their scheduled tour of duty, wear a specialized uniform, attend training, etc. In these unusual instances the District will coordinate its requests with the Officer in Charge, and if approved, the Town will invoice the District for these additional costs.
- j) The security and law enforcement services provided by the SRO to the District pursuant to this Agreement shall be at the discretion of the Superintendent, in consultation with the Officer in Charge, as appropriate, and shall generally be as follows:
 - i. The SRO shall serve as a liaison between students, law enforcement, and the community.
 - ii. The SRO's primary duty is to protect the safety of the school and to maintain an atmosphere where students, teachers, staff, and visitors are safe.
 - iii. The SRO shall work in concert with the District and school building administration, and attend meetings on a regular and/or requested basis.
 - iv. The SRO shall attend sporting events and extra-curricular activities when requested by the Superintendent or designee.
 - v. The SRO may assist in the investigation of suspected criminal activity occurring on District property and/or related to the District. This assistance shall be provided in consultation with District/school administrators, in accordance with New York State Law and District policy.
 - vi. As an educator, working with classroom teachers and other District personnel, the SRO may present information and answer questions

on a variety of topics, such as the law, drugs, safety, crime prevention, violence prevention, concepts of safety, traffic laws, general law, and crime prevention techniques. The goal of the presentations is to increase student, staff, and community awareness and understanding of laws and personal safety.

- vii. Assist in maintaining order on school property.
 - viii. Referring students and/or their families to the appropriate agencies for assistance when need is determined.
 - ix. **The SRO shall not act as a school disciplinarian.** However, if a principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate, consistent with a police officer's duty.
 - x. The SRO shall also perform such other security and/or law enforcement services as may be reasonably requested by the ~~District~~ Superintendent, in consultation with the Town/Officer in Charge, as appropriate.
- k) The SRO's activities will typically be located at the District's buildings and property with certain exceptions such as: follow-up investigations when needed as a result of school-related student problems, District related off-campus activities when officer participation is requested by District administration (i.e. special field trips); response to off-campus, but school-related, criminal activity; response to emergency law enforcement activities or court appearances. For the 2022-23 school years, the Town will work with the District to provide access to a vehicle for the SRO to use for SRO-related business when needed. Provisions for a vehicle for the 2023-24 school year will be reviewed by the Officer in Charge and Superintendent by April 1, 2023.
- l) The District will provide the SRO with access to an office and such equipment as is necessary. This equipment shall include a telephone, filing space capable of being secured, a desk with drawers, a chair, and access to a computer and/or secretarial assistance. All equipment and documents shall remain the property of the District and returned to the District upon request and/or expiration/termination of this Agreement. All other needed items shall be the responsibility of the Town or the SRO and not the District.

2. Term of Agreement. This Term of this Agreement shall be for the period of September 1, 2022 through and including June 30, 2024, and shall renew for an additional term of September 1, 2024 through June 30, 2026 upon ninety (90) days prior notice.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon ninety (90) days advance written notice sent by registered or certified mail to the Town's Officer in Charge or District's Superintendent, as appropriate. This notice shall be sent to the respective parties at the addresses first above set forth or at such other address as specified in writing by the party. Except as set forth below in Section 3, upon termination of this Agreement, the District shall have no further responsibility to the Town or to any other

person with respect to any portion of a payment specified in this Agreement, as a result of services provided or otherwise. Upon termination of this Agreement, the Town shall have no further responsibility to the District or to any other person with respect to providing services pursuant to and/or specified in this Agreement.

3. Payment. The District agrees to pay the Town for the SRO's services pursuant to this Agreement and during the Term of the Agreement, set forth in Section 2, above, at the rate of \$\$86,658.25 per year. Said amount is to cover the daily compensation and all benefits related to the SRO position at the District during the term of this Agreement. The District will also reimburse the Town for increased incremental costs of insurance and other expenses incurred to provide services under this agreement. It is understood that if the SRO works for a period in excess of their scheduled tour of duty, they shall be compensated at the rate of \$53.38 per hour for any period in excess of their scheduled tour of duty as per Section 1-C. The excess hourly wage will be waived if the SRO and District agree to use compensatory / flex time in lieu of payment. The above yearly and hourly rates shall increase on an annual basis in accordance with the Town's collective bargaining agreement with the bargaining unit representing the Town's police officers.

Payment by the District for the sum(s) herein contracted for shall be made upon the submission by the Town of properly executed invoices for services rendered, supported with any information and documentation necessary to substantiate the bills. Invoices shall be submitted on a monthly basis.

Neither the District nor its employees or agents shall be deemed or considered independent contractors of the Town due to and/or as a result of this Agreement. The District shall not be required to notify the Town of job openings and shall be responsible for sharing with the Town upon request only documents related to the SRO services provided pursuant to this Agreement or otherwise subject to the Freedom of Information Law.

Insurance. The Town agrees to secure and maintain, at Town's own expense, all insurance coverages indicated herein from one or more insurance companies which are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Town's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

COMMERCIAL GENERAL LIABILITY

Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations and contractual liability**. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Town:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

Additional Insured: Coverage in Commercial General Liability, and in Automobile Liability

and in the Excess/Umbrella Liability policies or coverage sections shall also be written or endorsed as follows and such coverage must be endorsed so as to apply to the **additional insured on a primary and non-contributory basis** with the following language, unaltered:

“ELLCOTTVILLE Central School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured.”

The Certificate of Insurance must clearly state how coverage is effected in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. **Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the School District with the Certificate of Insurance.**

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Town as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract.

Combined Single Limit	\$1,000,000
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EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the VENDOR:

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

SEXUAL ABUSE OR MOLESTATION LIABILITY

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE including coverage required by the laws of New York State. **Must include Waiver of Subrogation in favor of the School District.**

NEW YORK DISABILITY (NYDBL) including coverage required by the laws of New York State.

The Town must provide, prior to commencing services, Certificates of Insurance acceptable to the District, together with copies of all endorsements evidencing Additional Insured coverage and the requirement of advance notice to the District, as the Certificate Holder, of modification, expiration, non-renewal, or cancellation of policies. The Town must also provide to the District, on a timely basis, copies of any subsequently issued endorsements that amend any coverages, limits, or notice requirements, and any amended or updated Certificates of Insurance

4. **Reservation of Rights.** This Agreement shall not be construed to modify or in any way interfere with the District's right(s) and/or responsibility to determine appropriate staffing levels and safety protocols, in accordance with the Education Law and/or other applicable laws, rules, and/or regulations.

5. **Indemnification.** The Town and the District each agrees to indemnify and hold harmless the other parties to this Agreement, its agents and employees, against any and all claims, damages, losses, and/or expenses, including but not limited to attorney's fees, arising out of and/or resulting from the act(s), omission(s), and/or negligence of its/their employee(s) or agent(s).

6. **Confidentiality.** Information relating to the services provided pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations, including but not limited to, the Family Education Rights and Privacy Act ("FERPA") concerning student records and information. This provision shall survive termination of this Agreement.

7. **Notices.** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

ELLICOTTVILLE Central School District
Miller, Superintendent
5873 Route 219

Ellicottville, New York 14737

Town of ELLICOTTVILLE Robert
Town Police Dept.
Don Auge, Officer in Charge

1 West Washington Street
PO Box 600
Ellicottville, New York 14737

8. **Good Faith.** The District, the Town, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion and/or negotiation between the parties.

9. **Non-Assignment.** Neither the District nor the Town shall assign, transfer, sublet or otherwise dispose of this Agreement, or of its right, title or interest in this Agreement, or its power to execute the same, to any other person or corporation.

10. **Severability.** In the event any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

11. **Contract Interest.** No officer or employee of the Town, who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, for the Town, who is authorized in such capacity and on behalf of the Town to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly

interested personally in this contract or in any part hereof.

12. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and any disputes hereunder shall be heard by a court of competent jurisdiction in Cattaraugus County, New York.

13. Entire Agreement and Board Approval. This Agreement constitutes the entire agreement between the parties and is subject to the approval of the District's Board of Education. This Agreement supersedes any and all prior agreements between the parties related to SRO services and shall not be modified unless any modification is hereafter made in writing and signed by all parties to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

IN PRESENCE OF

TOWN OF ELLICOTTVILLE

(Corporate Seal)

Matthew J. McAndrew, Supervisor

STATE OF NEW YORK)
 : ss.
COUNTY OF CATTARAUGUS)

On this _____ day of _____, Two Thousand and Twenty Two, before me personally came Matthew J. McAndrew, to me personally known, who, being me duly sworn, did depose and say that his office address is 1 West Washington Street, Ellicottville, NY; that he is the Supervisor of the Town of Ellicottville, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation and that the seal affixed hereto is such corporate seal; that it was so affixed by resolution of the Board of the Town of Ellicottville and that he signed his name thereto pursuant to said resolution.

Notary Public

ELLCOTTVILLE CENTRAL SCHOOL DISTRICT

Robert Miller, Superintendent

STATE OF NEW YORK)
 : ss.
COUNTY OF CATTARAUGUS)

On this _____ day of _____, Two Thousand and Twenty Two, before me personally came Robert Miller, to me personally known, who, being me duly sworn, did depose and say that his employment address is 5873 Route 219, Ellicottville, NY ; that he is the Superintendent of the Ellicottville Central School District, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation and that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Board of Education of such corporation and that he signed his name thereto by like order.

Notary Public

TOWN OF GREAT VALLEY

Daniel Brown, Supervisor

STATE OF NEW YORK)
 : ss.
COUNTY OF CATTARAUGUS)

On this _____ day of _____, Two Thousand and Twenty Two, before me personally came Daniel Brown, to me personally known, who, being by me duly sworn, did depose and say that his office address is 4808 Route 219, Great Valley, NY; that he is the Supervisor of the Town of Great Valley, the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation and that the seal affixed hereto is such corporate seal; that it was so affixed by resolution of the Board of the Town of Great Valley and that he signed his name thereto pursuant to said resolution.

Notary Public

Clerk's Report - July '22

Dog License	\$55.00	
Marriage License	\$ 240.00	
Decals	\$35.00	
Tax Receipts	\$ 5.00	
Zoning Book		
Fireworks Permits	\$ 5.00	
Cert. copies	\$10.00	
Copies	\$ -	
Total Received	\$0.00	
	\$350.00	
Total Town Revenue to Supervisor		\$170.94
NYS DOH Marriage Licenses		\$135.00
DECALS		\$33.06
NYS DAM - dog license		\$11.00
	Total Dispersed	\$350.00

Town Permits 1-1-2022 Thru 7-31-2022

PERMIT #	INTAKE DATE	DATE APPLICATION APPROVED AND READY FOR ISSUANCE	ISSUED DATE	PARCEL #	SERVICE ADDRESS	OWNER	TYPE OF PROJECT	TOWN OR VILLAGE	TOTAL PERMIT COST	PROJECT DESCRIPTION
BLDG2022-00001	1/3/22	1/3/22	1/3/22	55.001-2-10.24	6161 Wilch Hollow	Kantz, Christopher J.	BUILDING	Town	\$106.00	Lean-to Garage
BLDG2021-00160	10/20/21	12/17/21	1/5/22	55.002-2-9	6009 Us Rte 219 S	Takavec, Janet M.	FLOOD PLAIN DEVELOPMENT	Town	\$340.00	Stream bank protection
BLDG2022-00066	1/26/22	1/26/22	1/26/22	55.001-2-32.22	7020 Corduroy Run Rd. Lot 4 Westmont	MB Corduroy	WATER TAP	Town	\$1739.00	
BLDG2022-00002	1/10/22	1/26/22	1/26/22	55.002-1-26.1	6921 Nys Rte 242	Holmont Inc.	TENT, STAGE, CANOPY	Town	\$184.00	Tent, Winter season 20x40
BLDG2022-00004	1/14/22	2/23/22	2/23/22	46.062-3-40.12	6541 Maples	Sheehy, Samuel	BUILDING	Town	\$4289.00	New Single Family Residence
BLDG2022-00013	3/16/22	3/16/22	3/16/22	55.002-2-17.5	Us Rte 219	Win-Sun Shi Corp.	TENT, STAGE, CANOPY	Town	\$276.00	Rail Rider Jamboree, 40 x 72 Stage, 40 x 20 Tent, 60 x 40 Tent
BLDG2022-00019	3/24/22	3/24/22	3/24/22	37.004-1-15.1	7953 Route 219	Koaling, Dan & Jessica, Don & Donna Pryor, Michael	BUILDING	Town	\$889.00	New Single Family residence
BLDG2022-00020	3/28/22	3/28/22	3/28/22	38.003-1-24.5	6008 Colter		DRIVEWAY	Town	\$285.00	Driveway culvert
BLDG2021-00201	12/20/21	3/29/22	3/29/22	55.001-2-10.11	5 Sundance	Stay in Cocoa Beach Rentals,	ZONING	Town	\$306.00	Accessory Apartment, Special use permit
BLDG2021-00202	12/20/21	2/28/22	3/29/22	47.001-1-125	5364 Nys Rte 242	Winkorz LLC,	ZONING	Town	\$362.00	Store & Restaurant special use permit
BLDG2022-00021	3/29/22	3/29/22	3/29/22	55.001-2-10.11	5 Sundance	Stay in Cocoa Beach Rentals,	BUILDING	Town	\$352.00	Garage accessory apartment
BLDG2020-00001	1/1/20	4/1/22	4/1/22	55.002-3-38	6830 Springs	Pulzig, Barbara	ZONING	Town	\$267.00	Variance Garage addition
BLDG2022-00022	3/29/22	4/1/22	4/1/22	47.001-1-35.6	5462 Robbins	Elliotville, Delliery, LLC	BUILDING	Town	\$152.00	24 x 48 Addition, storage
BLDG2022-00023	3/29/22	3/29/22	4/4/22	55.002-1-26.1	6921 Nys Rte 242	Holmont Inc.	ZONING	Town	\$46.00	Accessory use, up to 4 campers
BLDG2022-00026	4/5/22	4/5/22	4/5/22	48.004-1-20	6872 Us Rte 219 N	Miller, Von M.	BUILDING	Town	\$46.00	Demolition of trailer connected to structure
BLDG2022-00027	4/8/22	4/8/22	4/8/22	55.001-2-32.16	7023 Corduroy Rd. lot 12	Thurson Investments, Inc.	WATER TAP	Town	\$1739.00	Water Tap
BLDG2022-00029	4/8/22	4/8/22	4/8/22	37.004-3-51.1	Us Rte 219 (001) 7464 219	Bishop Revocable Trust, Ronald W.	BUILDING	Town	\$994.00	Cell Tower Modifications
BLDG2022-00037	4/13/22	4/13/22	4/13/22	55.052-2-6.9	5 Alpine	Koss, Jonathan	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00038	4/13/22	4/13/22	4/13/22	55.052-2-8.11	26 Skopside Rd-The Woods	Schmert, Jessica J.	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00040	4/13/22	4/13/22	4/13/22	55.052-2-11.43/59	7 Alpine	Peskin, Lawrence Charles, Jr Cummings, Ryan	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00041	4/13/22	4/13/22	4/13/22	55.052-2-6.7	59 Willowflower Apts		BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00044	4/19/22	4/19/22	4/19/22	37.002-2-11.2	8068 Jackman Hill	Pletz, Aaron	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00036	4/13/22	4/20/22	4/20/22	55.027-2-6.2	27A & 27B Fillmore	Lucy, Terence S	WATER TAP	Town	\$106.00	New 36x40 garage
BLDG2022-00031	4/12/22	4/25/22	4/25/22	55.028-2-11.1	Glen Burn unit 10	Fillmore Creek Townhouses LLC,	BUILDING	Town	\$3478.00	27A & 27B Fillmore Water Tap
BLDG2022-00032	4/12/22	4/25/22	4/25/22	55.028-2-11.1	Glen Burn unit 11	Hillview Mews LP	BUILDING	Town	\$2598.00	Glenburn unit 10, Townhouse
BLDG2022-00033	4/12/22	4/25/22	4/25/22	55.028-2-11.1	Glen Burn unit 12	Hillview Mews LP	BUILDING	Town	\$2598.00	Glenburn Unit 11, Townhouse
BLDG2022-00045	4/20/22	4/28/22	4/28/22	38.001-1-28.9	Us Rte 219 & Irish	Roy, Sullivan Lee	BUILDING	Town	\$106.00	Glenburn unit 12, Townhouse
BLDG2022-00050	4/29/22	4/29/22	4/29/22	46.062-3-40.1	6558 Maples (Elk Creek subdivision)	Elk Creek, Inc.,	BUILDING	Town	\$2301.00	New Single Family residence
BLDG2022-00046	4/21/22	5/11/22	5/11/22	47.004-1-10.3	6895 Dodey	Galsasso, Christopher A.	BUILDING	Town	\$186.00	House Renovation
BLDG2022-00062	4/29/22	5/12/22	5/12/22	38.003-1-9.9	7935 Kuhn	Houlihan, Connor T.	DRIVEWAY	Town	\$285.00	Driveway culvert
BLDG2022-00067	5/13/22	5/13/22	5/13/22	55.052-2-11.64	6717 Upper	DiCosimo, Frank	BUILDING	Town	\$3217.00	House Addition J3574f
BLDG2022-00068	5/13/22	5/13/22	5/13/22	55.052-3-1.14	82 Willowflower Apts	Hoch, Robin	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00066	5/13/22	5/16/22	5/16/22	46.004-1-3.3	6786 Maples	Karp, Robert	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLDG2022-00049	4/29/22	4/29/22	5/19/22	47.004-1-4.5	1 Four Wheel	White, Daniel T.	BUILDING	Town	\$829.00	New Single Family residence
BLDG2022-00073	5/19/22	5/19/22	5/19/22	55.011-2-69	6312 Colter	Miller, Michael J	BUILDING	Town	\$166.00	New Garage 30x32
BLDG2022-00076	5/24/22	5/24/22	5/24/22	46.004-1-69	6359 Nys Rte 242	Wayland, Jeffrey	BUILDING	Town	\$472.00	House addition 1000sf
BLDG2022-00084	5/12/22	5/12/22	5/12/22	38.003-1-27.1	6312 Colter	Varecta, Alox N.	BUILDING	Town	\$182.00	new deck 10x16
BLDG2022-00080	5/27/22	5/27/22	5/27/22	46.004-1-41	6298 Nys Rte 242 E	Maple Glen Sugar House LLC,	BUILDING	Town	\$262.00	Additional seasonal storage
BLDG2022-00085	6/1/22	6/1/22	6/1/22	55.052-2-7.4	58 Alpine	Houlihan, Connor T.	SIGN PERMIT	Town	\$412.00	Seasonal Cabin
BLDG2022-00089	6/3/22	6/3/22	6/3/22	47.003-1-2.14	6835 Horn Hill	North Duane Holdings LLC,	BUILDING	Town	\$46.00	Temporary Sign
BLDG2022-00090	6/7/22	6/7/22	6/7/22	38.003-1-9.5	7507 Kuhn	Brunner Property Trust,	BUILDING	Town	\$76.00	Mini Split A/C System installation
BLDG2022-00079	5/27/22	6/1/22	6/1/22	55.002-3-50	6877 Springs	Mullenbeck, Kenneth D	DRIVEWAY	Town	\$265.00	Driveway culvert
						Clauss, Barbara A.	BUILDING	Town	\$106.00	New garage 24x 24
						Corby, Wade	BUILDING	Town	\$4574.00	New Single Family residence

BLOG2022-00084	6/9/22	6/9/22	6/9/22	55.052-2-7.9	47 Alpine	Puleo, Samuel P.	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLOG2022-00095	6/9/22	6/9/22	6/9/22	56.001-1-3.2	6269 Nys Rte 242 E	Fredrickson, Kelly J	BUILDING	Town	\$46.00	Repair existing porch
BLOG2022-00096	6/9/22	6/9/22	6/9/22	37.004-1-48.2	7860 Tough Row Hill	Miller, Daniel J.	BUILDING	Town	\$106.00	Roof deck
BLOG2022-00098	6/14/22	6/14/22	6/14/22	55.052-2-11.4	18 Wildflower Apls	Ahe, Robert Mallory	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLOG2022-00099	6/14/22	6/14/22	6/14/22	55.052-2-11.66	108 Wildflower Apls	Lingaiteller, Paul L.	BUILDING	Town	\$46.00	Mini Split A/C System installation
BLOG2022-00087	6/22/22	6/22/22	6/22/22	58.001-2-10.19	Sundance	Burke, Patrick K.	PUBLIC IMPROVEMENT	Town	\$10800.00	Sundance Road, Phase 2
BLOG2022-00086	6/22/22	6/22/22	6/22/22	47.003-1-30.3	6064 Nys Rte 242	Meadow NT, LLC.	BUILDING	Town	\$412.00	House Remodel/renovation
BLOG2022-00087	6/22/22	6/22/22	6/22/22	47.003-1-30.3	6064 Nys Rte 242	Meadow NT, LLC.	ZONING	Town	\$46.00	House Remodel/renovation
BLOG2022-00106	6/23/22	6/23/22	6/23/22	37.003-2-9.1	6030 Jackman Hill	Mack, Carrie	BUILDING	Town	\$82.00	Cell Tower antenna replacement
BLOG2022-00110	6/23/22	6/23/22	6/23/22	46.002-1-37	6992 Poverty Hill	Zimolong, Joseph	BUILDING	Town	\$106.00	Rebuild existing Deck
BLOG2022-00113	6/28/22	6/28/22	6/28/22	47.003-1-30.2	6008 Quackenbush	Einright, Thomas J	BUILDING	Town	\$106.00	Deck Addition
BLOG2022-00114	6/28/22	6/28/22	6/28/22	55.002-1-23	6861 Nys Rte 242	EVL Tiny Home Village, LLC.	FLOOD PLAIN DEVELOPMENT	Town	\$340.00	Stream realignment, Tiny Home Village
BLOG2022-00115	6/28/22	6/28/22	6/28/22	55.034-4.9	24 Stone	Amigone, Vincent J.	BUILDING	Town	\$106.00	Rebuild existing Deck
BLOG2022-00116	6/29/22	6/29/22	6/29/22	55.002-2-17.1	6567 Holiday Valley	Win-Sun Ski Corp.	TENT, STAGE, CANOPY	Town	\$92.00	Summer Fest concert Stage
BLOG2022-00119	6/30/22	7/1/22	7/1/22	47.004-1-4.5	5150 Heffern	Miller, Michael J.	BUILDING	Town	\$166.00	New Swimming Pool
BLOG2022-00124	7/8/22	7/8/22	7/8/22	55.002-1-17.4	6767 Nys Rte 242	Fleck, Eileen A.	BUILDING	Town	\$152.00	New deck
BLOG2022-00129	7/8/22	7/12/22	7/12/22	47.001-1-49	5848 Nys Rte 242 E	Rich, Andrew J.	ZONING	Town	\$46.00	Installation of a fence
BLOG2022-00132	7/13/22	7/13/22	7/13/22	55.051-3-66	Deer Crossing	Wintergreen Heights Assoc.	BUILDING	Town	\$76.00	Deck Post replacement
BLOG2022-00120	7/17/22	7/14/22	7/14/22	55.002-1-23	6861 Nys Rte 242	EVL Tiny Home Village, LLC.	BUILDING	Town	\$4594.00	Tiny Home Village, 11 units
BLOG2022-00133	7/14/22	7/14/22	7/14/22	56.001-2-10.5	6223 Witch Hollow	Burke, Patrick K.	BUILDING	Town	\$46.00	Storage shed
BLOG2022-00134	7/14/22	7/15/22	7/15/22	55.002-1-31	6926 Ridge	Busby, William	BUILDING	Town	\$152.00	Rebuild existing Deck
BLOG2022-00136	7/15/22	7/15/22	7/15/22	46.082-3-7	6463 Northwood	Hudner, John W.	BUILDING	Town	\$76.00	Re-Roof
BLOG2022-00106	6/23/22	7/11/22	7/21/22	38.003-1-24.3	6042 Cotler	Coubaj, Dale J.	BUILDING	Town	\$889.00	New Single Family residence
BLOG2022-00140	7/21/22	7/21/22	7/21/22	48.082-1-18	13 Evergreen	Callaghan, Connor M.	BUILDING	Town	\$76.00	Deck
BLOG2022-00056	4/29/22	7/26/22	7/26/22	47.002-1-18.4	7108 Simmons Rd	Tufile, Timothy W.	BUILDING	Town	\$889.00	New Single Family residence
BLOG2022-00143	7/27/22	7/27/22	7/27/22	38.001-1-26.8	8100 Lis Rte 219	Rybrand, LLC.	BUILDING	Town	\$106.00	New 32x36 Pole Barn
Total									\$57265.00	

Village Permits 1-1-2022 Thru 7-31-2022

PERMIT #	INTAKE DATE	DATE APPLICATION APPROVED AND READY FOR ISSUANCE	ISSUED DATE	PARCEL #	SERVICE ADDRESS	OWNER	TYPE OF PROJECT	TOWN OR VILLAGE	TOTAL PERMIT COST	PROJECT DESCRIPTION
BLDG2022-00005	1/26/22	1/28/22	1/26/22	55.001-2-3-2.22	Lot 4 Westmont, 7020 corduroy Run Rd	MB Corduroy	SEWER TAP	Village	\$1,661.00	Lot 4 Westmont, 7020 corduroy Run Rd
BLDG2022-00007	2/18/22	3/8/22	3/8/22	55.035-3-37.1	14 Monroe	Shelby, Samuel	SIGN PERMIT	Village	\$46.00	Hanging Sign
BLDG2022-00009	3/4/22	3/15/22	3/15/22	55.027-2-1.12	5 Van Buren	Arthur, Merrill W.	BUILDING	Village	\$282.00	Finish basement, egress windows
BLDG2022-00014	3/17/22	3/17/22	3/17/22	55.035-1-21	1-5 E Washington	4646 Genesee LLC,	SIGN PERMIT	Village	\$92.00	Pave by the Peak, Vet. clinic signs
BLDG2022-00011	3/8/22	3/10/22	3/24/22	55.027-2-6.2	21A Fillmore	Fillmore Creek Townhouses LLC,	BUILDING	Village	\$4,289.00	Town house 21A Fillmore
BLDG2022-00012	3/8/22	3/10/22	3/24/22	55.027-2-6.2	21B Fillmore	Fillmore Creek Townhouses LLC,	BUILDING	Village	\$4,289.00	New Townhouse 21B Fillmore
BLDG2019-00087	10/24/19	3/24/22	3/24/22	55.035-4-11	14 Washington	Peterson, Stuart F., Jr	BUILDING	Village	\$46.00	New Fence, side and back,
BLDG2022-00024	4/4/22	4/11/22	4/11/22	55.035-3-48.1/01	8-10 Washington St	Elbert, Michael R.	ZONING	Village	\$305.00	Special Use Permit, Apartment
BLDG2022-00025	4/4/22	4/11/22	4/11/22	55.027-2-6.2	21-29 Fillmore	Fillmore Creek Townhouses LLC,	BUILDING	Village	\$2,950.00	Single Family Residence, Townhouse 27B Fillmore
BLDG2022-00008	2/24/22	4/11/22	4/11/22	47.002-1-10.3	5074 Bryant Hill	Fisher, Carol A.	BUILDING	Village	\$2,550.00	Single Family Residence, Townhouse 27A Fillmore
BLDG2022-00028	4/8/22	4/8/22	4/8/22	55.001-2-32.16	7023 Corduroy Rd, lot 12	Tauron Investments, Inc.	ZONING	Village	\$267.00	Variance for side yard setback
BLDG2022-00030	4/12/22	4/12/22	4/12/22	55.036-1-23.1	7 E Washington	Zaspel, Gregory J.	SEWER TAP	Village	\$1,661.00	Sewer Tap
BLDG2022-00042	4/14/22	4/18/22	4/18/22	55.027-2-19	27 Elizabeth	Saunders, Bart R.	BUILDING	Village	\$76.00	Retool, metal over 1 layer
BLDG2022-00034	4/12/22	4/15/22	4/25/22	55.028-2-11.1	Glen Burn, 10. 11. 12	Hilview Mews LP,	FLOOD PLAIN DEVELOPMENT	Village	\$340.00	Stream Bank protection
BLDG2022-00046	4/28/22	4/28/22	4/28/22	55.035-3-45	18 Washington	Wagner, David C.	SEWERTAP	Village	\$4983.00	Sewer Taps, Glenburn units 10, 11, 12
BLDG2022-00051	4/29/22	4/29/22	4/29/22	46.082-3-40.1	Maples	Elk Creek, Inc.,	MISCELLANEOUS	Village	\$150.00	Cale Permit, 16 Washington St.
BLDG2022-00052	4/29/22	4/29/22	4/29/22	55.027-2-6.13	20 Fillmore	Dwyer, Tracy	SEWER TAP	Village	\$1,661.00	Sewer Tap
BLDG2022-00057	4/29/22	5/10/22	5/10/22	55.035-5-4	13 Washington	Kens, Michael J	BUILDING	Village	\$410.00	Fence Permit
BLDG2022-00059	5/10/22	5/10/22	5/10/22	55.035-3-43	20 Washington	Dina's at 13 Washington, Shree, LLC	MISCELLANEOUS	Village	\$150.00	Cale Permit, 13 Washington St.
BLDG2022-00063	5/12/22	5/12/22	5/12/22	55.035-3-37.1	14 Monroe	Kronacher Properties LLC,	MISCELLANEOUS	Village	\$150.00	Cale Permit, 20 Washington St
BLDG2022-00061	5/11/22	5/16/22	5/16/22	55.035-5-9	23 Washington	Shelby, Samuel	MISCELLANEOUS	Village	\$150.00	Cale Permit, 14 Monroe
BLDG2021-00187	11/5/21	5/17/22	5/17/22	55.035-6-23	35 Jefferson	74181 Properties LLC,	MISCELLANEOUS	Village	\$412.00	Cale Permit, 23 Washington St.
BLDG2022-00070	5/23/22	5/23/22	5/23/22	55.035-6-1.1	Washington	MJZ Development LLC,	BUILDING	Village	\$100.00	Renovated washing house
BLDG2022-00076	5/28/22	5/28/22	5/28/22	55.035-2-37	41 Mechanic	Kenn, Michael J	TENT, STAGE, CANOPY	Village	\$382.00	30 x 40 Tent Summer season
BLDG2022-00084	5/24/22	5/27/22	5/27/22	55.035-2-20.2	19 Elizabeth	Letourneau, J Claydon	BUILDING	Village	\$46.00	41 Mechanic renovation
BLDG2022-00083	5/24/22	6/1/22	6/1/22	55.035-3-40	9 Monroe	Jesler, Robert A.	ZONING	Village	\$1,139.00	Back yard patio
BLDG2022-00091	6/8/22	6/8/22	6/8/22	55.035-1-4.6	4 Haskin	19 Elizabeth Street LLC,	BUILDING	Village	\$46.00	House remodel and garage rebuild
BLDG2022-00092	6/1/22	6/1/22	6/1/22	55.034-1-4.6	13 Elizabeth	4646 Genesee LLC,	SIGN PERMIT	Village	\$46.00	Temporary Sign
BLDG2022-00094	6/1/22	6/1/22	6/1/22	55.035-2-24	9 Washington	Shelby Real Estate Holdings,	ZONING	Village	\$76.00	Retail Sales computer game/equipment
BLDG2022-00093	6/8/22	6/8/22	6/8/22	55.035-3-14	2 Jefferson	MacDonald, Cindy	BUILDING	Village	\$741.00	Mint Split A/C System installation
BLDG2022-00101	6/14/22	6/22/22	6/22/22	55.035-5-2	21 Monroe	Feinberg Duckett, Lisa	ZONING	Village	\$150.00	Site plan, Architectural design new House VFB-2020-03
BLDG2022-00104	6/21/22	6/21/22	6/21/22	55.043-1-26	52 Jefferson	1890 Historic Elkville, Building LLC	MISCELLANEOUS	Village	\$46.00	Cale Permit, 9 Washington
BLDG2022-00102	6/21/22	6/21/22	6/21/22	55.035-1-34	31 E Washington	Newpher, Damon M.	BUILDING	Village	\$150.00	Cale Permit, 21 Monroe St
BLDG2022-00103	6/21/22	7/6/22	7/6/22	55.035-1-34	31 E Washington	Musoff, Frederic	BUILDING	Village	\$76.00	Re-Roof Garage
BLDG2022-00121	7/6/22	7/6/22	7/6/22	55.035-1-17.1	4 Elk	52 Jefferson, Inc.,	BUILDING	Village	\$412.00	Rebuild garage w/hauling
BLDG2022-00123	7/11/22	7/11/22	7/11/22	55.035-1-21	1-5 E Washington	Sabatias, John W.	FLOOD PLAIN DEVELOPMENT	Village	\$340.00	Rebuild garage with accessory apt.
BLDG2022-00126	7/11/22	7/11/22	7/11/22	55.035-2-54.2	54 Mill	Sabatias, John W.	SIGN PERMIT	Village	\$46.00	Re-Roof
BLDG2022-00130	7/11/22	7/11/22	7/11/22	55.036-2-54.2	54 Mill	Murston, Victor F.	ZONING	Village	\$46.00	New sign, Thrive IV
BLDG2022-00131	7/5/22	7/14/22	7/14/22	55.027-2-37.2	39-41 Mechanic	4646 Genesee LLC,	ZONING	Village	\$46.00	Replace 2 existing windows
BLDG2022-00135	7/15/22	7/15/22	7/15/22	55.027-2-37.2	39-41 Mechanic	Powers, Jason M.	ZONING	Village	\$46.00	Replace 2 existing windows
BLDG2022-00142	7/12/22	7/12/22	7/12/22	55.036-2-20	7 Maple	Village of Elkville,	FLOOD PLAIN DEVELOPMENT	Village	\$0.00	Elk Creek gravel clearing at Elizabeth St. & south
BLDG2022-00139	7/12/22	7/12/22	7/12/22	55.035-2-21	9 Maple	Schroger, Robert J. Jr.	ZONING	Village	\$16.00	Repair existing foundation
BLDG2022-00144	7/12/22	7/12/22	7/12/22	55.035-3-21	6 Monroe	Schroger, Robert J. Jr.	BUILDING	Village	\$352.00	Repair/rebuild existing foundation
						Maple, Sandra	ZONING	Village	\$76.00	Fence
						Bohemian Bay	ZONING	Village	\$76.00	Back yard fence 6'
						Handan, Joshua	ZONING	Village	\$76.00	New backyard 6' fence

Total \$30847.00



MONTHLY PLANNING REPORT August 11, 2022



This report summarizes key planning and development activities since the last report on July 14, 2022.

Zoning Permits

There are 22 active Zoning Permits being managed by the Planning Department. 5 new applications were received, 6 applications have been approved and 3 public hearings have been scheduled. A summary of the active permits is provided below.

Town

#	Address	Activity	Action Taken	Current Status
2022-016	8331 W Valley Rd	Residential ground solar array	Referred to Planning Board	Public Hearing scheduled for 08/22.
2022-065	10 Easy Street	Residential addition	Denied- Appealed to ZBA	Approved by ZBA on 08/04.
2022-077	8030 Jackman Hill Road	Cellular antenna colocation	Referred to Planning Board	To be received by PB on 8/22.
2022-092	6902 Simmons Road	5 MW Community Solar Farm	Referred to Planning Board	Under review by Barton & Loguidice.
2022-097	6064 NYS Rte. 242	Proposed 11-Lot Subdivision	Denied- Appealed to ZBA	Under review by ZBA.
2022-127	6312 Cotter Road	Proposed 2-Lot Subdivision	Referred to Planning Board	Under review by PB.
2022-145	6847 Springs Road	New garage	Denied- Appealed to ZBA	To be received by ZBA on 09/01.
2022-154	6902 Simmons Road	Indoor agricultural facility	Application under review	Waiting for additional information.
2022-155	6064 NYS Rte. 242	5 MW Community Solar Farm	Denied- Appealed to ZBA	To be received by ZBA on 09/01.

Village

#	Address	Activity	Action Taken	Current Status
2022-071	7-9 Elk Street	Residential addition	Denied- Appealed to ZBA	Denied by ZBA on 08/02.
2022-072	13 Elizabeth Street	New residence	Referred to Planning Board	Under review by PB
2022-074	11 Madison Street	New residence	Denied- Appealed to ZBA	Approved by ZBA on 7/5. Referred to PB.
2022-081	23 Parkside Drive	New residence	Referred to Planning Board	Approved by PB on 08/09.
2022-100	46 Martha Street	Driveway Expansion	Application under review	Waiting for additional information
2022-105	79 Elizabeth Street	Residential addition	Referred to Planning Board	Approved by PB on 08/09.
2022-107	6 Filmore Drive	New residence	Referred to Planning Board	Approved by PB on 08/09.
2022-111	9 Monroe Street	Establish online gaming lounge	Referred to Planning Board	Approved by PB on 08/09.
2022-112	12 Monroe Street	Condominium Conversion	Referred to Planning Board	Public Hearing scheduled for 09/13.
2022-125	52 Mill Street	Driveway Expansion	Application under review	Waiting for additional information
2022-128	6 Greer Hill	New deck	Denied- Appealed to ZBA	Public Hearing scheduled for 09/13.
2022-137	30 Elizabeth Street	New garage	Approved	Zoning permit approved.
2022-138	11 Parkside Drive	New residence	Referred to Planning Board	Public Hearing scheduled for 09/13.

Planning and Zoning Meetings

The Planning Department coordinated five planning and zoning meetings since the last report.

- 07/25 - Town Planning Board
- 08/02 - Village Planning Board (Work Session)
- 08/02 - Village Zoning Board of Appeals
- 08/04 - Town Zoning Board of Appeals
- 08/09 - Village Planning Board

Beginning in September all planning and zoning boards will meet at the Town Center.

Ongoing Planning Efforts

Drinking Water Source Protection Program (DWSP2)

- Draft report is under review by NYSDOH.

24 Rockwell Redevelopment Project

- Draft RFP in progress.

Cannabis Regulations

- Reviewing Town and Village Code for a zoning update.
- Completed a survey from the Office of Cannabis Management regarding local regulation concerns.

EVGV Trail

- Nothing new to report.

Zoning Code Review

- Current zoning books need to be updated to incorporate recently adopted local laws.
- Reviewing current planning process and forms.

Professional Development**Webinars/Training**

- None.

AICP Certification

- Renewed American Planning Association Membership on July 5th.
- Fall 2022 Certification Cycle (October 3rd to December 30th)

Other Discussion Items

- None.



ELLCOTTVILLE TOWN POLICE DEPARTMENT
ACTIVITY REPORT

TO: HONORABLE TOWN BOARD

FROM: OFFICER-IN-CHARGE DON AUGE

DATE: AUGUST 1, 2022

SUBJECT: POLICE DEPARTMENT ACTIVITY (JULY 2022)

CALLS FOR SERVICE	T	V	TRAFFIC	T	V
Total Calls for Service / Complaints	105	53	Traffic Tickets Issued	21	12
Arrests	0	6	Warnings Issued	10	13

GENERAL COMPLAINTS

	T	V		T	V
Alarms – Burglar/Fire/General	2	4	Loud Noise Complaints	2	0
Animal Complaints	1	0	Motor Vehicle Accidents	7	0
Appearance Tickets Issued	0	0	OOP	0	0
Assist Citizen	1	4	Overdose	0	0
Assist Motorist/Disabled Vehicles	0	0	Parking Complaint	0	4
Assist Other Agencies	18	3	Parking Tickets	0	2
Assault	0	0	Peace Officer	0	0
Background Checks	5	0	Possession of Stolen Property	0	0
Burglary	0	0	Property Checks Performed/Requested	1	1
BOLO	3	0	Property Complaints – Lost/Found/Returned	1	1
Civil	0	0	Sex Offender Check-In	1	0
Community Policing	1	3	Suicide	0	0
Criminal Mischief	1	0	Suspicious Persons/Vehicles/Incidents	6	3
Disturbance/Fight Calls/Intox/Dispute	0	2	Traffic Control/Traffic Details/Complaint	0	1
Domestic	2	0	Trespass	0	1
DWI	0	1	Unattended	0	0
Erratic Driver Complaints	7	0	Unwanted Person	1	1
Fingerprints	1	0	UPM	0	0
Follow Ups/Investigations	11	2	Vehicles Towed	0	0
Harassment	0	1	Vehicle Unlock Requests	1	3
Hazard	4	2	Warrants Attempts/Entry/Recalls	1	0
Info Requests	3	0	911 Hang-ups/Check the Welfare/9.41/9.45	8	6
Larceny Complaints	2	0	Misc.	11	5

ARRESTS (Offenses Charged)

	T	V		T	V
Aggravated Unlicensed Operation	0	2	Harassment	0	0
Assault	0	0	Larceny	0	0
Child Endangerment	0	0	Obstruction	0	0
Criminal Mischief	0	1	Resisting Arrest	0	1
Criminal Obstruction of Breathing	0	0	Suspended Registration	0	1
Disorderly Conduct	0	1	Theft of Services	0	0
DWI/DWAI	0	0	Trespass	0	0
Facilitating AUO	0	0	Warrant	0	0

August 12, 2022

Proposal to secure funding from the Town of Ellicottville for mulching and building repairs at the Nannen Arboretum.

Ellicottville boasts that it is a Tree City, USA and the Nannen Arboretum is an integral part of the picture. It is an international attraction, drawing visitors from 19 states, Canada and South America (statistics from our guest book). Our visitors boost both the Town and the Village's economy at very little cost to taxpayers. Events held at the Arboretum such as weddings, symposiums and tours bring additional revenue.

The bulk of maintaining the Arboretum is done by volunteers, however, there are some jobs that are beyond the ability of the volunteer group. Mulching is one such task.

The benefits of mulching around trees are numerous; helps to maintain soil moisture, gradual improvement of soil, prevention of erosion, reduces soil temperature, disease protection and weed suppression. The Arboretum has many trees with exposed roots that are damaged by grass cutting and weed whacking. Two to three inches of mulch is the best way to prevent damage with the added benefit of easier and quicker mowing.

Of course, the eye appeal of neat & tidy grounds cannot be overstated.

The Arboretum Board is requesting \$10,000 in 2023 to have a professional landscape company prepare the areas under trees for mulch (remove weeds & edge) and apply the mulch. In addition, necessary repairs to the building that houses the volunteer's tools will be made.

Thank you for your consideration.

Arboretum Board of Directors



Date: 5/17/22

Town of Ellicottville

Presented by:
Tom Lacher
Grant and Brinks, Inc.
135 N 3rd St. 3rd Floor
Olean, NY 14760
866-285-6940
lacher@grantandbrinks.com

Description	Quantity
IP500 V2 CNTRL UNIT	1
IP500 POWER LEAD	1
SD CARD	1
R11 ESSENTIALS	1
COMBO CARD	1
PHONE II CARD	1
J179 IP SYSTEM PHONES	12
AVAYA ENDPOINT LICS	12
NON AVAYA LIC	2
AVAYA SYSTEM PHONE	1
8 PORT POE SWITCH	3
NEW STATION CABLE	6
REUSE STATION CABLE	10
ATA	2
SIP TRUNK LIC	8
ACCESS POINTS	3
SECURITY APPLIANCE	2
SECURITY LIC	3
1500 VA UPS	N/C 3
INTEGRATION PC	N/C 1
VISIT CHARGE	3
END USER TRAINING	3

Out Right Equipment Price:	\$14,155.64
Less Trade-In Discount:	(\$1,516.68)
Equipment Total:	\$12,638.96

Installation:

\$3,279.34

Financing

Months:	36 Months	48 Months	60 Months
\$1PO:	\$509.86	\$400.98	\$335.88

Terms:

Payments calculated are approximate; do not include taxes, fees, or insurance and are subject to change by CIT Communications Finance Corporation without notification. Any proposed transaction is subject to credit and documentation approval by CIT Communications Finance Corporation. This pricing is for information purposes only and does not constitute a commitment by CIT Communications Finance to provide financing. The equipment to be financed by this proposed transaction must be used for business purposes only.

Service Protection Plan

\$85.67 a month starting @ month 13

Outright Purchase

1. A one-year-on-site Warranty (Next Day Service) on all parts is included with the IP Office Integrated System
2. The above pricing does not include any applicable taxes and shipping.
3. To make it easier on your budget and to ensure work is done in a timely manner, we have implemented the following progress payment schedule:
 - * 50% when the contract is signed
 - * 25% when the system material is delivered to Town of Ellicottville.
 - * 25% when work is done
4. This quote expires in 30 days.



Prepared by: Dale Keegan

Email: dkeegan@convergent.net
Phone: (585) 430-6071

To: Town of Ellicottville

1 West Washington Street
Ellicottville, NY 14731



Quote	2558
Date	07/26/2022
Created By	Dale Keegan

One Time Charges

Description	Price	Qty	Subtotal
Yealink T54W - IP Endpoint with 4.3" color display	\$229.99	15	\$3,449.85
Yealink Endpoint Power Supply	\$14.99	15	\$224.85
Deployment - Convergent provided setup, installation and training for CloudTalk - per phone 11+	\$50.00	15	\$750.00
Subtotal:			\$4,424.70
Taxes:			\$176.98
Total:			\$4,601.68

Recurring Charges

Description	Price	Qty	Subtotal
CloudTalk Premium Feature Pkg - adds Mobile App. , webphone, voicemail transcription.	\$20.00	15	\$300.00
CloudTalk User Call Path. Unlimited usage (subject to TOS and Acceptable Use Policy)	\$5.99	15	\$89.85
E911 Service Charge - monthly service fee per unique physical location	\$2.99	3	\$8.97
DID Phone Number (Block of 10)	\$15.00	2	\$30.00
Subtotal:			\$428.82
Taxes:			\$43.01
Total:			\$471.83

Subtotal:	\$4,853.52
Taxes:	\$219.99
Total:	\$5,073.51



Quote	2558
Date	07/26/2022
Created By	Dale Keegan

Taxes / Surcharges

One Time Charges

County Sales Tax	\$176.98
Total:	\$176.98

Recurring Charges

County Sales Tax	\$18.11
Federal Universal Service Fund	\$21.74
FCC Cost Recovery Fee	\$0.35
Federal Telecommunications Relay Services Fund (Non-IPCTS)	\$0.97
Federal Telecommunications Relay Services Fund (IPCTS)	\$0.79
911 Surcharge	\$1.05
Total:	\$43.01



Quote	2558
Date	07/26/2022
Created By	Dale Keegan

Terms and Conditions

These Terms and Conditions, together with Terms of Service and any operating rules, order forms, policies, and price schedules, which are expressly incorporated herein (collectively, the "Agreement"), creates a binding contract and constitutes the entire agreement between Convergent Telecom, Inc. a New York corporation ("Convergent") and the customer identified in the attached sales order ("Customer").

1. **Term of Agreement.** The term of this Agreement shall commence the day Convergent activates the services described in the Sales Order and shall last for a duration of 60 Months.
2. **Terms of Service.** By taking any one of the following actions Customer expressly acknowledges that it has had the opportunity to read the Terms of Service located at <https://convergent.net/terms-of-service/> and all other policies of Convergent located at <https://convergent.net/911-notice/> or available in hard copy, and hereby accepts and agrees to be bound by such Terms of Service, all policies of Convergent, and all other terms incorporated by reference in this Agreement, as amended from time to time: (i) the use of any of Convergent services; (ii) the execution of the attached sales order; or (iii) accepting this Agreement electronically during the ordering process.
3. **Payment of Services.** Customer agrees to pay the monthly Recurring Charges, inclusive of all taxes and surcharges within the time provided and in a manner consistent with the Terms of Service.



Quote	2558
Date	07/26/2022
Created By	Dale Keegan

The undersigned acknowledges that they have received, read, accepted, and agreed to the Convergent Telecom Terms of Service, and ALL Convergent Telecom Terms and Conditions incorporated by this reference.

Signature:

Print Name:

Company:

Town of Ellicottville

Title:

Date:

Confidential and Proprietary to Convergent Telecom. This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of Convergent Telecom.