

AGENDA
REGULAR MEETING OF THE ELLICOTTVILLE TOWN BOARD
December 15, 2021 at 6:00pm held via Conference Call (Public)
Board members will meet at the
Ellicottville Town Hall

Call to Order and Pledge to Flag

Privilege of the Floor

- Charter Communications Contract – Mark Meyerhofer

Approve Minutes

- Town Board Meeting - Nov. 17, 2021

Audit of Claims

- Pay Town bills on Distribution Report #12-2021

Supervisor's Reports

- Accept Supervisor's November 2021 Financial Report
- Supervisor's Meeting
- Town Center Renovation – Update
- Richard Stanton – Interim Planner

Present Written Department Reports for Approval

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

Department Heads

Don Auge - Police Department

Ben Slotman - Engineering Department

- Engineering Report

Tom Scharf - Highway Department

- Shawn Lafferty and Casimer Kent Resignations
- Tim Raab hire
- Set wages for Seasonal Highway Employees

New Business

- Set Re-organizational Meeting – Weds. Jan. 5th @ 4pm?
- False Alarm Meeting
- Records Sent Out for Scanning – STW Grant
 - Local Laws 1958 – present
 - Minutes – 1984 - 2020

Old Business

- Asbestos Removal
- DRI Application
- Valley Village
- Quackenbush Update
- EVGV Trail
- SAM Grant for Windows and Doors
- Lighting at Pinetree
- Noise Law

Attorney/Client Privilege

Executive Session

**DUE TO CONTINUING Covid-19
CONCERNS THE TOWN BOARD
MEETING IS CLOSED THE
PUBLIC.**

**THE PUBLIC MAY CONFERENCE
BY TELEPHONE BY CALLING**

1-978-990-5297

PASSCODE: 678680

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

6.1 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.

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

6.3 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.

6.4 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:	mjmellicottville@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: _____



Robyn George <evtkownclerk@gmail.com>

Fwd: Poverty Hill and franchise follow-up

1 message

mjmellcottville@wny.twcbc.com <mjmellcottville@wny.twcbc.com>

7 December 2021 at 08:49

To: Robyn George <evtkownclerk@gmail.com>

Matthew J. McAndrew, Supervisor
Town of Ellicottville
1 West Washington St.
PO Box 600
Ellicottville, NY 14731
Phone: 716-699-2100

----- Forwarded message -----

From: "Meyerhofer, Mark A" <Mark.Meyerhofer@charter.com>
To: "Matt McAndrew (mjmellcottville@wny.twcbc.com)" <mjmellcottville@wny.twcbc.com>, Greg Fitzpatrick <GregF@fitzweiler.com>, "crowley716@aol.com" <crowley716@aol.com>, "kmoriarty@petersandmoriarty.com" <kmoriarty@petersandmoriarty.com>, John Zerfas <jzerfas1@gmail.com>, "TCDhappytrail@aol.com" <TCDhappytrail@aol.com>
Cc: "evtkownclerk@gmail.com" <evtkownclerk@gmail.com>
Bcc:
Date: Fri, 10 Sep 2021 15:00:27 +0000
Subject: Poverty Hill and franchise follow-up

My apologies for the lengthy delay in responding. We had a very busy summer, as our Field Engineering team was assisting in responding to two federal grants.

The attached map shows the route we would take to service Poverty Hill Road from 6604 to 7044 Poverty Hill. We went a few houses further north up to Dickey Road for a total of 29 homes. The cost to build this section of Poverty Hill would be \$126,000. In terms of homes per mile, this equals 16. As you know from our conversation, while we are willing to reduce the homes per mile (HPM) provision in the franchise agreement, which is currently at 25, we will not go below 20 HPM.

For Townline Road, I have some questions for our Field Engineering team that I would like answered before sending you any information on that road. I should have answers to my questions by the end of next week.

Now that our NYS Buildout has concluded, as we reached the 145,000 address milestone in August, any future builds will most likely only occur when there is public funding or a grant. I understand this is not an ideal situation, but in my dealings across Upstate NY, I'm finding that many, if not all, internet service providers are in the same position. According to the NYS Broadband Program Office, Armstrong received a \$600,000 NYS grant to buildout to 213 homes in Ellicottville,

12/7/21, 9:08 AM

Gmail - Fwd: Poverty Hill and franchise follow-up

While our buildout to 338 homes in Ellicottville was done without any federal or state grants and the total amount we spent across Upstate NY for the 145,000 addresses will exceed \$800 million. As always, I'm willing to have the conversation about buildout, but I also want to be straightforward so you understand Charter's position.

One last item is the revised franchise agreement that is attached, with changes to the Gross Revenues Definition and the term from 15 years to 10 years.

I will be in touch on Townline Road in the near future.

Mark



Mark Meyerhofer | Sr. Director, Government Affairs

716.686.4446 (O) | 716.289.3100 (M)

355 Chicago St. | Buffalo, NY 14204

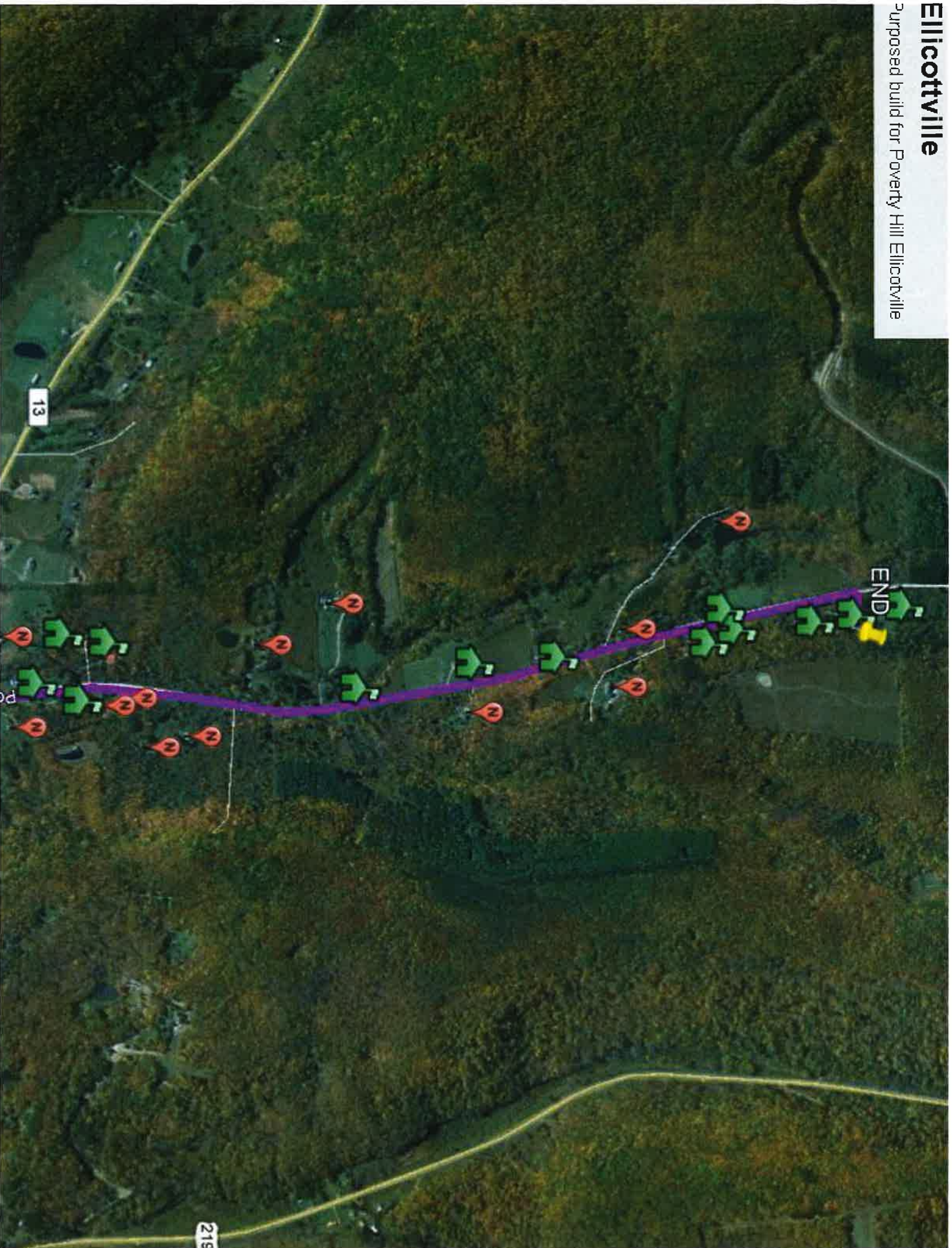
E: mark.meyerhofer@charter.com

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Ellicottville

Purposed build for Poverty Hill Ellicottville



DRAFT MINUTES OF THE
REGULAR MEETING OF THE TOWN BOARD
OF THE TOWN OF ELLICOTTVILLE, NOVEMBER 17, 2021 at 6:00 pm
HELD AT THE TOWN HALL AND VIA CONFERENCE CALL - PUBLIC

<u>Present:</u>	Matthew McAndrew	Supervisor
	Greg Fitzpatrick	Councilman
	Ken Hinman	Councilman
	John Zerfas	Councilman
	Steve Crowley	Councilman
	Kathleen Moriarty	Attorney for Town
	Seth Pullen	Attorney for Town
	Robyn George (via phone)	Town Clerk
	Gary Palumbo	Town Planner
	Ben Slotman	Town Engineer
	Tom Scharf	Highway Superintendent
	Don Auge (via phone)	Officer in Charge

Others present: Jake Alianello, MDA, David Parker & Kathy Kellogg (via phone), press

Call meeting to order:

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

Public Hearing – Conveyance of Valley Village Rd.

The public hearing regarding the “Resolution Regarding Conveyance of Valley Village Road to Valley Village Homeowners’ Association” was opened. Ms. Moriarty pointed out that it is in the Town’s best interest to convey the road to the HOA. There was no one from the public to comment on the resolution.

Approve Minutes

- Town Board Meeting –October 20, 2021
- Special Budget Workshop Meeting– October 21, 2021
- Special Meeting and Budget Public Hearing – November 3, 2021

On motion by Mr. Zerfas and second by Mr. Hinman the amended minutes of the October 20, 21 and November 3, 2021 Board meetings were:

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

Audit of Claims

- Pay Town bills on Distribution Report #11-2021

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

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

Resolved that the Town bills be paid on General Ledger Distribution Report 11-21 as follows:

001 - General Fund A:	\$225,895.31		
002 - General Fund B:	\$ 21,291.14		
		General Fund Total:	\$247,186.45
004 - Highway DB	\$151,118.05		
		Highway Fund Total:	\$151,118.05
006 - Water	\$ 35,246.41		
		<u>006 - Water Fund Total</u>	<u>\$ 35,246.41</u>
		Grand Total:	\$433,550.91

Supervisor's Reports

- Accept Supervisor's October 2021 Financial Report

On motion by Mr. Zerfas and second by Mr. Crowley the Supervisor's October 2021 Financial Report was

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

- Supervisor's Meeting

Budgets and Assessment Value were discussed. Supervisor McAndrew will be chairing next month's meeting.

- Town Center Renovation – MDA Proposal

Jake Alianello presented a proposal from MDA Consulting Engineers to provide Engineering Services to the Town related to preparing plans, specifications, and to assist with bidding and construction regarding improvements to the Town Center building. They took into account the common area shared with the Cooperative extension and prevailing wage requirements. He reviewed the scope of the work and the cost of their services. Implementing a comprehensive fire alarm system for the building was discussed. The new boiler and thermostats will not be a shared expense with the Cooperative Extension. It will be necessary to keep track of the Town Engineer's time involved in the improvements to the common area so the Extension can be billed their share.

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

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

Resolved that the Town Supervisor is authorized to sign the agreement with MDA Consulting Engineers relating to improvements at the Town Center building as proposed.

Present Written Department Reports for Approval

- Clerk's, Police, Building Inspector's, Justices and Planner's Reports

There was some discussion on the number of false alarms that the Police Department has to deal with on a regular basis. The Town does have a law outlining fines, etc. Code Enforcement Officer, Kelly Fredrickson, is in charge of enforcing the law.

On motion by Mr. Crowley and second by Mr. Zerfas the Clerk's, Police, Building Inspector's, Justices and Planners reports were:

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

Department Heads

- **OIC Auge - Police Department**

OIC Auge praised Deputy OIC Bouchard for stepping up and handling things while he was quarantined.

The Town will be receiving about \$8,000.00 from the sponsors of Fall Fest and the ½ Marathon their share of added police coverage. The County will still have to be paid for their manpower.

OIC Auge attended a meeting which outlined new mandates from the State for Police Departments. One requirement is that new hires will have to get a psychological test. It's unclear who would pay for the testing. Additionally, there is a shortage of people qualified to administer in our area.

- **Gary Palumbo – Town Planner**

Mr. Palumbo reviewed his report and the Annual Strategic Plan. The annual review of the Comprehensive Plan was discussed: He said that the Town may have to decide whether to develop a policy to regulate short-term rentals as more complaints come in. He talked about keeping Zoning all in house and updating all documents into one. Developing too many IMA's may involve too much work for a Shared Planner, he suggested coming up with a balance as the Town moves forward.

Ben Slotman – Engineering Department

Mr. Slotman reviewed his report.

-Four Flushers meeting is scheduled for November 23rd following the DWSP2 meeting.

- Water Project Plan Review – CPL is working to have revisions done and submitted by the end of the month. Depending on Health Department review and approval, bids could go out next month. Every project will be bid out separately – tanks, well house, water line, electrician and telemetry. Hopefully, the project can begin in the Spring.

- Will begin to start defining the next project so when funding becomes available the Town will be ahead of the curve. There are better opportunities for shovel ready projects.

There was a Skate Park committee meeting. Status of funding was discussed. A pre-bid meeting will be held in December but attendance is not mandatory since most skate park designers are not local. The goal is to begin construction May 1st with completion by October 31st.

The status of the Elk Creek Subdivision was discussed. The contractor has completed the installation of the water and sewer. The water has passed testing and the DOH has allowed the system to be placed into service. Pavement has been installed. The Town is looking into a temporary easement from the owners to allow access to the turnaround for winter maintenance. The owner is looking for the Town to dedicate the road; however, the road is not complete. Attorney

Pullen would not recommend rushing into the dedication if it is not complete. The Town would be at risk – as soon as the Town dedicates it, it is accepting it as it is.

- **Tom Scharf – Highway Superintendent**
- Poverty Hill Road Trail Bridge

Finger Lakes Trail Conference/Foothills Trail Club is proposing placing a bridge across the ditch where the Conservation Trail crosses Poverty Hill Rd. They are asking the Town for permission. They notified the Highway Department of their intent.

- Trailer Purchase

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

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

Resolved to approve the purchase of a 83” Hydraulic Quick Tilt trailer from Troy Teitsworth, Inc. for \$7,897.50 to be paid for out of next year’s budget.

New Business

- Gary Palumbo Resignation

Mr. Palumbo has accepted another position in his hometown. He said Ellicottville has been a big part of his professional life and has appreciated his time here. He will do what he can to make the transition easier.

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

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

Resolved that the Town accept the resignation of Gary Palumbo with regrets.

- Charter Communications Contract will be discussed at next month’s regular meeting –December 15th at 6:00pm.
- Delinquent Water bills

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

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

Resolved that the Town Clerk is authorized to levy any and all water bills that are delinquent 2 quarters or more on the 2022 Town and County taxes.

Old Business

- Asbestos Removal

The asbestos removal at the Town Center is scheduled to begin Dec. 13th and be finished on the 23rd. Court will not have to be displaced.

- DRI Application

The grant awards are expected in the next couple of weeks.

- Valley Village

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

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

Resolved to close the public hearing on the "Resolution Regarding Conveyance of Valley Village Road to Valley Village Homeowners' Association".

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

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

Resolved that the Valley Village Road Conveyance to the Valley Village HOA will not result in any significant adverse environmental impacts as outlined in the Short Environmental Assessment Form, Parts 1, 2 and 3.

RESOLUTION REGARDING CONVEYANCE OF VALLEY VILLAGE ROAD TO VALLEY VILLAGE HOMEOWNERS' ASSOCIATION

At the regular meeting of the Town Board of Ellicottville, Cattaraugus County, New York, was held at the Town Hall on November 17, 2021 at 6:00 p.m.

Town Board members present: Matthew J. McAndrew, Supervisor
Kenneth D. Hinman, Councilman
Steven J. Crowley, Councilman
Gregory J. Fitzpatrick, Councilman
John R. Zerfas, Councilman

Supervisor McAndrew offered the following resolutions and moved their adoption:

- (1) RESOLUTION OF THE TOWN OF ELLICOTTVILLE, NEW YORK, ADOPTED ON NOVEMBER 17, 2021, APPROVING THE CONVEYANCE TO VALLEY VILLAGE HOMEOWNERS' ASSOCIATION OF THE TOWN'S INTEREST IN REAL PROPERTY AND IMPROVEMENTS CURRENTLY KNOWN AS VALLEY VILLAGE ROAD.

RECITALS

WHEREAS, the Town of Ellicottville (the "Town") controls and maintains real property, located off Holiday Valley Road and commonly known as (Upper) Valley Village Road ("Valley Village Road"), Ellicottville, New York; and

WHEREAS, Valley Village Road is a dead end road that serves only the residents of Valley Village Association, Inc. ("Association"), an association of townhouses;

WHEREAS, Valley Village Road becomes congested in winter months with snow accumulation, making it a liability for the Town to plow snow in and around personal vehicles of Association residents parked in the Town's right of way;

WHEREAS, Valley Village Road is unnecessary for highway purposes and causes the Town to incur unwarranted maintenance and repair costs, as well as the legal liability of plowing around vehicles parked on Valley Village Road;

WHEREAS, it costs the Town approximately \$2,000 annually to maintain Valley Village Road, including the cost of snowplowing, regular repairs and paving ("Maintenance Costs");

WHEREAS, the Maintenance Costs exceed the value of Valley Village Road, and conveying Valley Village Road to the Association will return Valley Village Road to the Town's tax roles, increasing its annual tax revenue;

WHEREAS, the Board has determined that Valley Village Road no longer adequately serves the purposes and needs of the Town; and

WHEREAS, the Town desires to convey its interest in Valley Village Road to Valley Village to avoid Maintenance Costs and legal liability; and

WHEREAS, Valley Village desires to accept the Town's conveyance of its interest in Valley Village Road; and

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board, by a favorable vote of at least two thirds of the members of the Board, is authorized by Town Law § 64 to approve, and does hereby approve, the conveyance of its interest in Valley Village Road under the Resolution No; see *Legal Description of Valley Village Road at Schedule A*.
2. All officers and boards of the Town are hereby authorized to take such actions as they deem necessary or appropriate to carry out the intent of the above referenced resolution, including, but not limited to, execution of the following documents:
 - a. an access easement to Win-Sum over Valley Village Road;
 - b. a water line easement to the Town of Ellicottville Consolidated Water District No. 1; and
 - c. a quit claim deed to Valley Village Association, Inc. of its remaining interest in Valley Village Road.
3. The Resolution is adopted subject to a permissive referendum pursuant to Town Law §§ 64 and 220.
4. The Resolution is adopted subject to Valley Village performing their obligations under a Memorandum of Understanding, executed March 17, 2021.
5. Within 10 days after the adoption of a resolution by the Town Board, the Town Clerk shall, as set forth in Town Law § 90, post and publish a notice which shall set forth the date of the adoption of, and contain an abstract of, a resolution, concisely stating the purpose and effect thereof. Such notice shall specify that the resolution was adopted subject to a permissive referendum.
6. That, pursuant to Town Law § 91, a resolution shall not take effect until thirty days after its adoption nor until approved by the affirmative vote of a majority of the qualified electors of the Town of Ellicottville, voting

on such proposition, if within thirty days after its adoption there be filed with the Town Clerk a petition subscribed and acknowledged by electors of the town qualified to vote upon a proposition to raise and expend money, in number equal to at least five per centum of the total vote cast for governor in the Town of Ellicottville at the last general election held for the election of state officers, but which shall not be less than twenty five persons, protesting against such resolution and requesting that it be submitted to the qualified electors of the Town for their approval or disapproval. If such petition be so filed not more than seventy five days nor less than sixty days prior to a biennial Town election, a proposition for the approval of such resolution shall be submitted at such biennial Town election, a proposition for the approval of such resolution shall be submitted at such biennial Town election. If a petition be so filed at any other time, a proposition for the approval of such resolution shall be submitted at a special Town election to be held not less than sixty nor more than seventy five days after the filing of such petition. The petition may be made upon separate sheets and the signatures to each sheet shall be authenticated in the manner provided by the election law for the authentication of nominating petitions. The several sheets so signed and authenticated when fastened together and offered for filing shall be deemed to constitute one petition. If, within five days after the filing of such petition, a written objection thereto be filed with the Town Clerk, and a verified petition setting forth the objections be presented by the person so filing such objections to the Supreme Court or any justice thereof of the judicial district within which the Town of Ellicottville is located, such court or justice within twenty days shall determine any question arising under and make such order as justice may require.

WATERLINE EASEMENT

THIS WATER LINE EASEMENT is made by and between **TOWN OF ELLICOTTVILLE**, a municipal corporation having offices at 1 West Washington Street, Ellicottville, New York 14731 (“Grantor”) and **TOWN OF ELLICOTTVILLE CONSOLIDATED WATER DISTRICT No. 1**, a municipal improvement district of the Town of Ellicottville, Cattaraugus County, New York, with offices at 1 West Washington Street, Ellicottville, New York 14731 (“Grantee”).

WITNESSETH:

In consideration of one Dollar (\$1.00), and no more, lawful money of the United States paid by the Grantee, the receipt of which is acknowledged, Grantor, hereby grants,

conveys and releases unto Grantee, its successors and assigns forever the following easements over certain real property located in the Town of Ellicottville, County of Cattaraugus:

SEE ATTACHED LEGAL DESCRIPTION AT SCHEDULE A

All water lines, consisting of all sub-surface water pipes, valves, fittings, hydrants, blow-off assemblies and shut off valves, and any other appurtenant equipment relating to the water system owned by the Grantee (the "Water System"), which Water System is now or hereafter located within the easements, also granted herein;

ALSO GRANTING permanent, non-exclusive easements and rights-of-way, over and under Grantor's real property, with the right of ingress and egress for the purpose of altering, maintaining, constructing, reconstructing, replacing, removing, repairing, using, and operating the Water System, as said easements and rights-of-way are bounded and described as follows:

SUBJECT TO easements, leases, rights of way and restrictions of record that may validly affect the above-described parcel.

TO HAVE AND TO HOLD said easement unto the Grantee, its successors and assigns forever, under the following terms and conditions:

Grantee shall have the right to disrupt pavement within the Easement Area, if necessary, to access the Water System and shall restore the disrupted area to the condition it was in immediately prior to disruption.

Grantee shall have the further right, from time to time, to cut down and clear away any trees, brush or other landscaping, now or afterward located on the Easement Area which, in the opinion of Grantee, may be a hazard to the Water System installed by reason of invasive roots, or otherwise obstructing the operation and use of the Water System as intended, provided, however, that Grantee shall, within a reasonable time, remove all tops, roots, and refuse wood from the property.

Grantee shall also have the right to mark the location of the pipe lines or equipment by suitable markers, provided that such markers, when set in the ground, shall not interfere with any reasonable use Grantor shall make of the Easement Area surface.

The easement herein granted shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's land and shall inure to and be binding upon the successors, legal representatives, and assigns of the parties named in this Water Line Easement.

EASEMENT

THIS EASEMENT is made, by and between **THE TOWN OF ELLICOTTVILLE**, a municipal corporation having a principal place of business at 1 W. Washington Street, PO Box 600, Ellicottville, New York 14731 (as "Grantor") and **WIN-SUM SKI CORP.**, a domestic corporation having a principal place of business on Holiday Valley Road, PO Box 370, Ellicottville, New York 14731("Grantee").

WITNESSETH:

In consideration of one Dollar (\$1.00), and no more, lawful money of the United States paid by the Grantee, the receipt of which is acknowledged, Grantor, hereby grants, conveys and releases unto Grantee, its successors and assigns forever this Easement over the following real property owned by Grantors:

SEE ATTACHED SCHEDULE A

The Easement shall be a permanent, non-exclusive easement and right-of-way, over and under real property owned in fee, possessed or otherwise controlled by Grantor, for the purpose of ingress and egress by Grantee to access real and personal property owned by Grantee, including two existing water wells located at the southeasterly terminus of Valley Village Road, as shown on Cover Map 1700, as recorded in the Cattaraugus County Clerk's Office in February, 1978, and more fully described at Schedule A ("Easement Area").

SUBJECT TO other easements, leases, rights of way and restrictions of record that QUIT CLAIM DEED

This indenture, made

Between

The Town of Ellicottville Consolidated Water District No. 1, a municipal corporation, having an address of 1 West Washington Street, PO Box 600, Ellicottville, New York 14731,

party of the first

part, and

Valley Village Association, Inc., a domestic corporation, having a principal place of business on Valley Village Road, PO Box 1046, Ellicottville, New York 14731,

party of the second

part, and

**Witnesseth, that the party of the first part, in consideration of ----
--One and No More-----(\$1.00 & No More) lawful money of the United States, paid by the party of the second part, does hereby grant, release and quitclaim**

unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE LEGAL DESCRIPTION ATTACHED AT SCHEDULE A

The purpose of this deed is to convey any and all of Grantor's remaining interest in the right of way now or formerly known as (Upper) Valley Village Road, as described at Schedule A.

SUBJECT TO easements, leases, rights of way and restrictions of record that may validly affect the above-described parcel.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

may validly affect the above-described parcel.

RESOLUTION

MOVED BY: Greg Fitzpatrick

SECONDED BY: Steve Crowley

Resolution was duly put to a vote on a roll call, which resulted as follows:

AYE: Matt McAndrew	Town Supervisor
Steve Crowley	Councilman
Ken Hinman	Councilman
Greg Fitzpatrick	Councilman
John Zerfas	Councilman

NO: 0

The Resolution was duly adopted.

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ellicottville, County of Cattaraugus, State of New York, being part of Lot 42, Town 4, Range 6 further bounded and described as follows:

COMMENCING at the intersection of the centerlines of Holiday Valley Road and US Route 219; thence N 89° 59' 03" W, along the centerline of Holiday Valley Road, a measured distance of 3,123.83 feet to a monument; thence N 84° 52' 03" W, continuing along the centerline of Holiday Valley Road, a measured distance of 815.84 feet to a monument; thence N 76° 23' 03" W, continuing along the centerline of Holiday Valley Road, a measured distance of 166.98 feet; thence southerly, at an interior angle of 90° 00' 00", to the south bound of Holiday Valley Road (a 49.5' ROW), the true point of beginning;

Thence easterly, along the south bound of Holiday Valley Road, approximately 30.00 feet to its intersection with the east bound of Valley Village Road (a 60.00' ROW), said point being the northeasterly most point of Valley Village Road;

Thence S 13° 36' 57" W a measured distance of 25.40 feet;
 Thence, along a curve to the southeast, having a radius of 100.00 feet and an arch length of 137.30 feet;
 Thence S 65° 03' 00" E a measured distance of 210.02;
 Thence S 58° 40' 24" E a measured distance of 158.85 feet;
 Thence S 47° 43' 48" E a measured distance of 154.33 feet;
 Thence N 42° 16' 12" E a measured distance of 25.00 feet;
 Thence S 47° 43' 48" E a measured distance of 50.00 feet;
 Thence S 42° 16' 12" W a measured distance of 55.00 feet;
 Thence S 23° 09' 19" W a measured distance of 50.00 feet;
 Thence N 66° 50' 41" W a measured distance of 54.89 feet;
 Thence N 23° 09' 19" E a measured distance of 37.27 feet;
 Thence N 47° 43' 48" W a measured distance of 150.90 feet;
 Thence N 58° 40' 24" W a measured distance of 147.31 feet;
 Thence N 65° 03' 00" W a measured distance of 206.68 feet;
 Thence, along a curve to the northwest, having a radius of 160.00 feet and an arch length of 219.68 feet;

Thence N 13° 36' 57" E a measured distance of 25.40 feet, to the point of beginning, as shown on Cover Map No. 1700 of the Valley Village Subdivision, Section One, bearing Freeman & Freeman Land Surveyors' Job No. 77-2844-S, as recorded in the Cattaraugus County Clerk's Office in February, 1978.

EXCEPTING THEREFROM that tract or parcel of land conveyed to Win-Sum Ski Corp., as recorded in the Cattaraugus County Clerk's Office on October 9, 2015 under Instrument No. 245306-001.

The Easement between the Town and Win-Sum Ski Corp., Waterline Easement and Quit Claim Deed are subject to the documents being signed and ll parties meeting their obligations under the memorandum.

- Quakenbush Update

The final paperwork is being drawn up. Ms. Moriarty is working on the language for the culvert maintenance easement. The town will not be responsible for replacing the culvert. \For plowing and road maintenance, the length of the turnaround will be verified with the surveyor.

- EVGV Trail

The chicken BBQ raised \$900.00. MDA Engineering is working on design. The Village is giving input moving forward with the design alignment.

- Pinetree Lighting

Mr. Slotman is waiting to hear from National Grid. Mr. Pullen has done some research regarding setting up lighting districts. A cost benefit evaluation may

need to be done and public safety considered. In the case of new developments it needs to be determined who would pay, the developer or the Town.

- Noise Law

Town Attorney, Mr. Pullen, is working with the Village Attorney to align the Noise laws to simplify their enforcement by the Police.

Adjournment

Motion by Mr. Hinman, seconded by Mr. Zerfas to adjourn the meeting at 8:45pm. 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 17th day of November, 2021, approved by said Board on the 15th day of December, 2021.

Robyn A. George, Town Clerk

Supervisor's Report

November 2021

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Prepared By: TRACY

Fiscal Year: 2021 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 0001						
001.0001.1001	REAL ESTATE TAXES	0.00	(890,000.00)	(890,000.00)	(890,000.00)	0.00
001.0001.1081	PAYMENT IN LIEU OF TAX	3,209.00	(3,097.66)	111.34	111.34	(96.53)
001.0001.1090	INT/PENALTY REAL PROP TAX	14,000.00	(13,901.20)	98.80	98.80	(99.29)
001.0001.1120	NON PROP TAX DIST BY COUNTY	125,000.00	(125,000.00)	0.00	0.00	(100.00)
001.0001.1170	U.S. CABLE	37,000.00	(40,955.24)	(3,955.24)	(3,955.24)	(110.69)
001.0001.1255	CLERK FEES	1,500.00	(1,500.80)	(0.80)	(0.80)	(100.05)
001.0001.1378	FROM OTHER GOVTS	140,510.00	(14,640.35)	125,869.65	125,869.65	(10.42)
001.0001.1520	POLICE FEES	1,000.00	(2,597.32)	(1,597.32)	(1,597.32)	(259.73)
001.0001.2260	PUBLIC SAFETY SERVICE FOR OTHER GOVERNMENTS	3,000.00	0.00	3,000.00	3,000.00	0.00
001.0001.2350	YOUTH PROGRAMS	350.00	(500.00)	(150.00)	(150.00)	(142.86)
001.0001.2390	SHARE OF JOINT ACTIVITY, OTHER GOVTS	100.00	0.00	100.00	100.00	0.00
001.0001.2401	INTEREST & EARNINGS	1,500.00	(4,460.96)	(2,960.96)	(2,960.96)	(297.40)
001.0001.2412	RENTAL OF REAL PROP-OTH GVRNT	1.00	(1.00)	0.00	0.00	(100.00)
001.0001.2413	RENTAL OF REAL PROPERTY (TOWN CENTER)	8,000.00	(3,847.93)	4,152.07	4,152.07	(48.10)
001.0001.2610	FINES, FORFEITED BAIL	60,000.00	(38,828.00)	21,172.00	21,172.00	(64.71)
001.0001.2665	SALES OF EQUIPMENT	0.00	(6,350.00)	(6,350.00)	(6,350.00)	0.00
001.0001.2680	INSURANCE RECOVERIES	5,000.00	(42,984.08)	(37,984.08)	(37,984.08)	(859.68)
001.0001.2771	MEMBER PAID BC/BS	3,400.00	(4,033.62)	(633.62)	(633.62)	(118.64)
001.0001.2773	POSTAGE REIMBURSEMENT	5,000.00	(3,181.77)	1,818.23	1,818.23	(63.64)
001.0001.3004	STATE AID, REORG AND EFFICIENCY GRANTS	0.00	(172,708.27)	(172,708.27)	(172,708.27)	0.00
001.0001.3005	MORTGAGE TAX	70,000.00	(246,180.95)	(176,180.95)	(176,180.95)	(351.69)
001.0001.5031	INTERFUND TRANSFERS	129,348.00	(50,402.25)	78,945.75	78,945.75	(38.97)
Total Dept 0001		(607,918.00)	(1,665,171.40)	1,057,253.40	1,057,253.40	273.91
Dept 1010	TOWN BOARD					
001.1010.0100	PERSONAL SERVICES	21,324.00	19,547.22	1,776.78	1,776.78	91.67
Total Dept 1010	TOWN BOARD	21,324.00	19,547.22	1,776.78	1,776.78	91.67
Dept 1110	JUSTICES					
001.1110.0100	PERSONAL SERVICES	12,281.00	11,257.62	1,023.38	1,023.38	91.67
001.1110.0101	PERSONAL SERVICES	11,000.00	10,083.37	916.63	916.63	91.67
001.1110.0102	CLERK	19,890.00	13,355.53	6,534.47	6,534.47	67.15
001.1110.0103	CLERK - PART-TIME	19,890.00	13,355.15	6,534.85	6,534.85	67.15
001.1110.0400	CONTRACTUAL EXPENSE	13,000.00	12,235.70	764.30	764.30	94.12

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Prepared By: TRACY

Fiscal Year: 2021 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 1110	JUSTICES					
Total Dept 1110		76,061.00	60,287.37	15,773.63	15,773.63	79.26
Dept 1220	SUPERVISOR					
001.1220.0100	PERSONAL SERVICES	35,598.00	32,750.16	2,847.84	2,847.84	92.00
001.1220.0102	CLERK	9,899.00	8,288.13	1,610.87	1,610.87	83.73
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	2,271.41	2,728.59	2,728.59	45.43
Total Dept 1220	SUPERVISOR	51,497.00	43,309.70	8,187.30	8,187.30	84.10
Dept 1320	INDEPENDENT ACCOUNTANT					
001.1320.0400	CONTRACTUAL EXPENSE	40,000.00	47,956.92	(7,956.92)	(7,956.92)	119.89
Total Dept 1320	INDEPENDENT ACCOUNTANT	40,000.00	47,956.92	(7,956.92)	(7,956.92)	119.89
Dept 1330	RECEIVER OF TAXES					
001.1330.0400	CONTRACTUAL EXPENSE	4,800.00	4,301.00	499.00	499.00	89.60
Total Dept 1330	RECEIVER OF TAXES	4,800.00	4,301.00	499.00	499.00	89.60
Dept 1355	ASSESSORS					
001.1355.0100	PERSONAL SERVICES	39,320.00	36,174.40	3,145.60	3,145.60	92.00
001.1355.0400	CONTRACTUAL EXPENSE	10,000.00	1,837.55	8,162.45	8,162.45	18.38
Total Dept 1355	ASSESSORS	49,320.00	38,011.95	11,308.05	11,308.05	77.07
Dept 1410	TOWN CLERK					
001.1410.0100	PERSONAL SERVICES	51,488.00	45,479.97	6,008.03	6,008.03	88.33
001.1410.0102	DEPUTY	9,918.00	8,288.13	1,629.87	1,629.87	83.57
001.1410.0200	EQUIPMENT	4,000.00	16.50	3,983.50	3,983.50	0.41
001.1410.0400	CONTRACTUAL EXPENSE	4,000.00	2,671.32	1,328.68	1,328.68	66.78
Total Dept 1410	TOWN CLERK	69,406.00	56,455.92	12,950.08	12,950.08	81.34
Dept 1420	ATTORNEY					
001.1420.0400	CONTRACTUAL EXPENSE	20,000.00	668.09	19,331.91	19,331.91	3.34
Total Dept 1420	ATTORNEY	20,000.00	668.09	19,331.91	19,331.91	3.34
Dept 1440	ENGINEER					

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Prepared By: TRACY

Fiscal Year: 2021 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					
001.1440.0100	PERSONAL SERVICES	140,000.00	94,020.00	45,980.00	45,980.00	67.16
001.1440.0200	EQUIPMENT	49,619.00	0.00	49,619.00	49,619.00	0.00
001.1440.0401	CONTRACTUAL MISC	31,000.00	27,843.95	3,156.05	3,156.05	89.82
Total Dept 1440	ENGINEER	220,619.00	121,863.95	98,755.05	98,755.05	55.24
Dept 1620	BUILDINGS					
001.1620.0101	PERSONAL SERVICES	12,000.00	5,546.80	6,453.20	6,453.20	46.22
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	21,506.55	16,493.45	16,493.45	56.60
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	0.00	5,000.00	5,000.00	0.00
001.1620.0403	TOWN CENTER	50,000.00	17,187.63	32,812.37	32,812.37	34.38
001.1620.0404	TOWN CENTER CONTINGENCY	5,000.00	0.00	5,000.00	5,000.00	0.00
Total Dept 1620	BUILDINGS	114,500.00	44,240.98	70,259.02	70,259.02	38.64
Dept 1670	CENTRAL PRINTING & MAILING					
001.1670.0400	CONTRACTUAL EXPENSE	16,000.00	10,574.44	5,425.56	5,425.56	66.09
Total Dept 1670	CENTRAL PRINTING & MAILING	16,000.00	10,574.44	5,425.56	5,425.56	66.09
Dept 1680	CENTRAL DATA PROCESSING					
001.1680.0400	CONTRACTUAL EXPENSE	7,000.00	6,281.39	718.61	718.61	89.73
Total Dept 1680	CENTRAL DATA PROCESSING	7,000.00	6,281.39	718.61	718.61	89.73
Dept 1910	UNALLOCATED INSURANCE					
001.1910.0400	UNALLOCATED INSURANCE	34,093.00	40,179.62	(6,086.62)	(6,086.62)	117.85
Total Dept 1910	UNALLOCATED INSURANCE	34,093.00	40,179.62	(6,086.62)	(6,086.62)	117.85
Dept 1920	MUNICIPAL ASSOCIATION DUES					
001.1920.0200	MAD	2,000.00	1,405.00	595.00	595.00	70.25
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	2,000.00	1,405.00	595.00	595.00	70.25
Dept 1990	CONTINGENCY					
001.1990.0400	BEAUTIFICATION	1,000.00	1,000.00	0.00	0.00	100.00

Account Table:
 Alt. Sort Table:

Prepared By: TRACY

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 1990	CONTINGENCY					
Total Dept 1990		1,000.00	1,000.00	0.00	0.00	100.00
Dept 3120	POLICE CHIEF					
001.3120.0100	PERSONAL SERVICES	30,172.00	27,758.24	2,413.76	2,413.76	92.00
001.3120.0102	PERSONAL SERVICES.POLICE EQUIPMENT	312,120.00	267,591.69	44,528.31	44,528.31	85.73
001.3120.0200	EQUIPMENT	50,000.00	44,377.14	5,622.86	5,622.86	88.75
001.3120.0400	CONTRACTUAL EXPENSE	37,080.00	27,172.94	9,907.06	9,907.06	73.28
001.3120.0402	UNIFORM ALLOWANCE	9,000.00	2,749.84	6,250.16	6,250.16	30.55
001.3120.0403	Training	5,000.00	1,055.59	3,944.41	3,944.41	21.11
001.3120.0406	CONTINGENCY	5,000.00	0.00	5,000.00	5,000.00	0.00
Total Dept 3120	POLICE CHIEF	448,372.00	370,705.44	77,666.56	77,666.56	82.68
Dept 3510	CONTROL OF DOGS					
001.3510.0400	CONTRACTUAL EXPENSE	4,500.00	1,540.00	2,960.00	2,960.00	34.22
Total Dept 3510	CONTROL OF DOGS	4,500.00	1,540.00	2,960.00	2,960.00	34.22
Dept 3610	EXAMINING BOARD OF REVIEW					
001.3610.0400	CONTRACTUAL EXPENSE	600.00	390.00	210.00	210.00	65.00
Total Dept 3610	EXAMINING BOARD OF REVIEW	600.00	390.00	210.00	210.00	65.00
Dept 5010	SUPERINTENDENT OF HIGHWAYS					
001.5010.0100	PERSONAL SERVICES	66,612.00	61,283.04	5,328.96	5,328.96	92.00
001.5010.0400	CONTRACTUAL EXPENSE	1,500.00	457.00	1,043.00	1,043.00	30.47
001.5010.0401	New Highway Barn Expenses	30,000.00	22,074.76	7,925.24	7,925.24	73.58
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	98,112.00	83,814.80	14,297.20	14,297.20	85.43
Dept 5132	GARAGE					
001.5132.0401	SIGNS	3,000.00	668.58	2,331.42	2,331.42	22.29
001.5132.0402	UTILITIES	10,000.00	6,283.46	3,716.54	3,716.54	62.83
Total Dept 5132	GARAGE	13,000.00	6,952.04	6,047.96	6,047.96	53.48
Dept 5182	STREET LIGHTING					
001.5182.0400	CONTRACTUAL EXPENSE	10,000.00	10,290.34	(290.34)	(290.34)	102.90
Total Dept 5182	STREET LIGHTING	10,000.00	10,290.34	(290.34)	(290.34)	102.90

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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					
Dept 6989	OTHER ECONOMIC ASSISTANCE					
001.6989.0400	CONTRACTUAL EXPENSE	6,000.00	1,808.50	4,191.50	4,191.50	30.14
Total Dept 6989	OTHER ECONOMIC ASSISTANCE	6,000.00	1,808.50	4,191.50	4,191.50	30.14
Dept 7310	YOUTH PROGRAMS					
001.7310.0100	PERSONAL SERVICES	22,775.00	17,230.68	5,544.32	5,544.32	75.66
001.7310.0400	CONTRACTUAL EXPENSE	3,000.00	800.59	2,199.41	2,199.41	26.69
Total Dept 7310	YOUTH PROGRAMS	25,775.00	18,031.27	7,743.73	7,743.73	69.96
Dept 7510	HISTORIAN					
001.7510.0100	PERSONAL SERVICES	3,169.00	2,904.99	264.01	264.01	91.67
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	3,639.00	2,904.99	734.01	734.01	79.83
Dept 7520	HISTORICAL PROPERTY					
001.7520.0400	CONTRACTUAL EXPENSE	4,500.00	2,595.00	1,905.00	1,905.00	57.67
Total Dept 7520	HISTORICAL PROPERTY	4,500.00	2,595.00	1,905.00	1,905.00	57.67
Dept 7620	ADULT RECREATION					
001.7620.0400	CONTRACTUAL EXPENSE	5,000.00	842.40	4,157.60	4,157.60	16.85
Total Dept 7620	ADULT RECREATION	5,000.00	842.40	4,157.60	4,157.60	16.85
Dept 7989	CULTURE & RECREATION					
001.7989.0400	CONTRACTUAL EXPENSE	20,000.00	10,300.00	9,700.00	9,700.00	51.50
Total Dept 7989	CULTURE & RECREATION	20,000.00	10,300.00	9,700.00	9,700.00	51.50
Dept 8810	CEMETERIES					
001.8810.0400	CONTRACTUAL EXPENSE	4,000.00	3,414.96	585.04	585.04	85.37
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	3,414.96	5,585.04	5,585.04	37.94

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 9010	STATE RETIREMENT					
001.9010.0800	BENEFITS	43,677.00	60,501.06	(16,824.06)	(16,824.06)	138.52
Total Dept 9010	STATE RETIREMENT	43,677.00	60,501.06	(16,824.06)	(16,824.06)	138.52
Dept 9015	FIRE & POLICE RETIREMENT					
001.9015.0800	BENEFITS	73,743.00	105,184.75	(31,441.75)	(31,441.75)	142.64
Total Dept 9015	FIRE & POLICE RETIREMENT	73,743.00	105,184.75	(31,441.75)	(31,441.75)	142.64
Dept 9030	SOCIAL SECURITY					
001.9030.0800	BENEFITS	71,372.00	51,658.94	19,713.06	19,713.06	72.38
Total Dept 9030	SOCIAL SECURITY	71,372.00	51,658.94	19,713.06	19,713.06	72.38
Dept 9040	WORKERS COMPENSATION					
001.9040.0800	BENEFITS	28,607.00	14,346.38	14,260.62	14,260.62	50.15
Total Dept 9040	WORKERS COMPENSATION	28,607.00	14,346.38	14,260.62	14,260.62	50.15
Dept 9055	DISABILITY INSURANCE					
001.9055.0800	BENEFITS	2,390.00	1,202.40	1,187.60	1,187.60	50.31
Total Dept 9055	DISABILITY INSURANCE	2,390.00	1,202.40	1,187.60	1,187.60	50.31
Dept 9060	MEDICAL INSURANCE					
001.9060.0800	BENEFITS	97,535.00	62,987.22	34,547.78	34,547.78	64.58
Total Dept 9060	MEDICAL INSURANCE	97,535.00	62,987.22	34,547.78	34,547.78	64.58
Dept 9901	INTERFUND TRANSFERS					
001.9901.0100	BUILDINGS & GROUNDS FUND	60,000.00	0.00	60,000.00	60,000.00	0.00
001.9901.0200	EQUIPMENT	25,000.00	0.00	25,000.00	25,000.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	85,000.00	0.00	85,000.00	85,000.00	0.00
Total Fund 001	GENERAL FUND	1,170,524.00	(359,617.36)	1,530,141.36	1,530,141.36	(30.72)
Fund 002	GENERAL OUTSIDE VILLAGE					
Dept 0002						

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 Period From: 1 To: 12

Date Prepared: 12/01/2021 10:54 AM
Report Date: 12/01/2021
Account Table:
Alt. Sort Table:

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 0002						
002.0002.1120	NON PROP TAX DIST BY COUNTY	170,000.00	(170,000.00)	0.00	0.00	(100.00)
002.0002.1378	FROM OTHER GOVTS	84,104.00	(87,919.96)	(3,815.96)	(3,815.96)	(104.54)
002.0002.1520	POLICE FEES	100.00	(105.00)	(5.00)	(5.00)	(105.00)
002.0002.2115	PLANNING BOARD FEES	5,000.00	(7,031.00)	(2,031.00)	(2,031.00)	(140.62)
002.0002.2401	INTEREST & EARNINGS	100.00	(10.49)	89.51	89.51	(10.49)
002.0002.2590	PIP FEES	5,000.00	0.00	5,000.00	5,000.00	0.00
002.0002.2591	PIP	0.00	(11,674.20)	(11,674.20)	(11,674.20)	0.00
002.0002.2770	BUILDING PERMITS	18,000.00	(24,190.00)	(6,190.00)	(6,190.00)	(134.39)
002.0002.2771	MEMBER PAID BC/BS	445.00	(819.80)	(374.80)	(374.80)	(184.22)
Total Dept 0002		(282,749.00)	(301,750.45)	19,001.45	19,001.45	106.72
Dept 3620	SAFETY INSPECTION					
002.3620.0100	PERSONAL SERVICES	55,204.00	50,787.68	4,416.32	4,416.32	92.00
002.3620.0102	CLERK	9,690.00	8,537.98	1,152.02	1,152.02	88.11
002.3620.0400	CONTRACTUAL EXPENSE	11,750.00	35,109.33	(23,359.33)	(23,359.33)	298.80
Total Dept 3620		76,644.00	94,434.99	(17,790.99)	(17,790.99)	123.21
Dept 7110	PARKS					
002.7110.0400	CONTRACTUAL EXPENSE	22,000.00	3,024.00	18,976.00	18,976.00	13.75
Total Dept 7110		22,000.00	3,024.00	18,976.00	18,976.00	13.75
Dept 7410	LIBRARY					
002.7410.0400	CONTRACTUAL EXPENSE	23,000.00	23,000.00	0.00	0.00	100.00
Total Dept 7410		23,000.00	23,000.00	0.00	0.00	100.00
Dept 8020	PLANNING					
002.8020.0100	PERSONAL SERVICES	65,000.00	60,298.15	4,701.85	4,701.85	92.77
002.8020.0102	CLERK	25,850.00	21,848.21	4,001.79	4,001.79	84.52
002.8020.0400	CONTRACTUAL EXPENSE	5,000.00	3,367.00	1,633.00	1,633.00	67.34
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	4,655.00	2,295.00	2,295.00	66.98
002.8020.0403	BOARD OF APPEALS	4,850.00	2,270.00	2,580.00	2,580.00	46.80
Total Dept 8020		111,650.00	92,438.36	19,211.64	19,211.64	82.79
Dept 9010	STATE RETIREMENT					

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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					
Dept 9010	STATE RETIREMENT					
002.9010.0800	BENEFITS	16,379.00	22,688.09	(6,309.09)	(6,309.09)	138.52
Total Dept 9010	STATE RETIREMENT	16,379.00	22,688.09	(6,309.09)	(6,309.09)	138.52
Dept 9030	SOCIAL SECURITY					
002.9030.0800	BENEFITS	11,914.00	10,951.82	962.18	962.18	91.92
Total Dept 9030	SOCIAL SECURITY	11,914.00	10,951.82	962.18	962.18	91.92
Dept 9040	WORKERS COMPENSATION					
002.9040.0800	BENEFITS	7.00	1,877.78	(1,870.78)	(1,870.78)	26,825.43
Total Dept 9040	WORKERS COMPENSATION	7.00	1,877.78	(1,870.78)	(1,870.78)	26,825.43
Dept 9055	DISABILITY INSURANCE					
002.9055.0800	BENEFITS	495.00	381.60	113.40	113.40	77.09
Total Dept 9055	DISABILITY INSURANCE	495.00	381.60	113.40	113.40	77.09
Dept 9060	MEDICAL INSURANCE					
002.9060.0800	BENEFITS	21,871.00	14,241.45	7,629.55	7,629.55	65.12
Total Dept 9060	MEDICAL INSURANCE	21,871.00	14,241.45	7,629.55	7,629.55	65.12
Dept 9901	INTERFUND TRANSFERS					
002.9901.0900	TRANSFERS TO OTHER FUNDS	21,061.00	8,894.52	12,166.48	12,166.48	42.23
Total Dept 9901	INTERFUND TRANSFERS	21,061.00	8,894.52	12,166.48	12,166.48	42.23
Total Fund 002	GENERAL OUTSIDE VILLAGE	22,272.00	(29,817.84)	52,089.84	52,089.84	(133.88)
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	(10.66)	(0.66)	(0.66)	(106.60)
003.0003.2770	GAS AND FUEL	13,000.00	(14,613.11)	(1,613.11)	(1,613.11)	(112.41)
Total Dept 0003		(23,010.00)	(24,623.77)	1,613.77	1,613.77	107.01

Account Table:
 Alt. Sort Table:

Prepared By: TRACY

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 003	HIGHWAY TOWNWIDE (DA)					
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	7,020.00	2,964.84	4,055.16	4,055.16	42.23
Total Dept 9901	INTERFUND TRANSFERS	7,020.00	2,964.84	4,055.16	4,055.16	42.23
Total Fund 003	HIGHWAY TOWNWIDE (DA)	9,010.00	(21,658.93)	30,668.93	30,668.93	(240.39)
Fund 004	HIGHWAY OUTSIDE VILLAGE(DB)					
Dept 0004						
004.0004.1120	NON PROP TAX DIST BY COUNTY	945,000.00	(932,151.51)	12,848.49	12,848.49	(98.64)
004.0004.2401	INTEREST & EARNINGS	80.00	(12,907.39)	(12,827.39)	(12,827.39)	(16,134.24)
004.0004.2665	SALES OF EQUIPMENT	5,000.00	(906.33)	4,093.67	4,093.67	(18.13)
004.0004.2771	MEMBER PAID BC/BS	5,300.00	(4,600.00)	700.00	700.00	(86.79)
004.0004.3501	STATE AID-CONSOLIDATED HIGHWAY	117,354.00	0.00	117,354.00	117,354.00	0.00
Total Dept 0004		(1,072,734.00)	(950,565.23)	(122,168.77)	(122,168.77)	88.61
Dept 1910	UNALLOCATED INSURANCE					
004.1910.0400	CONTRACTUAL EXPENSE	31,470.00	28,549.50	2,920.50	2,920.50	90.72
Total Dept 1910	UNALLOCATED INSURANCE	31,470.00	28,549.50	2,920.50	2,920.50	90.72
Dept 5110	GENERAL REPAIRS					
004.5110.0100	PERSONAL SERVICES	132,039.00	172,501.53	(40,462.53)	(40,462.53)	130.64
004.5110.0200	ROAD IMPROVEMENT - PERM.	200,000.00	369,251.49	(169,251.49)	(169,251.49)	184.63
004.5110.0400	CONTRACTUAL EXPENSE	0.00	(379.31)	379.31	379.31	0.00
004.5110.0401	CHIPS	117,354.00	64,466.87	52,887.13	52,887.13	54.93
Total Dept 5110	GENERAL REPAIRS	449,393.00	605,840.58	(156,447.58)	(156,447.58)	134.81
Dept 5130	MACHINERY					
004.5130.0200	EQUIPMENT	35,000.00	43,221.72	(8,221.72)	(8,221.72)	123.49
004.5130.0400	CONTRACTUAL EXPENSE	50,000.00	47,657.07	2,342.93	2,342.93	96.31
Total						

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 004	HIGHWAY OUTSIDE VILLAGE(DB					
Dept 5130	MACHINERY					
Dept 5130	MACHINERY	85,000.00	90,878.79	(5,878.79)	(5,878.79)	106.92
Dept 5140	MISCELLANEOUS					
004.5140.0400	CONTRACTUAL EXPENSE	20,000.00	16,394.43	3,605.57	3,605.57	81.97
Total Dept 5140	MISCELLANEOUS	20,000.00	16,394.43	3,605.57	3,605.57	81.97
Dept 5142	SNOW REMOVAL					
004.5142.0100	PERSONAL SERVICES	193,850.00	86,381.34	107,468.66	107,468.66	44.56
004.5142.0400	CONTRACTUAL EXPENSE	150,000.00	121,834.58	28,165.42	28,165.42	81.22
Total Dept 5142	SNOW REMOVAL	343,850.00	208,215.92	135,634.08	135,634.08	60.55
Dept 9010	STATE RETIREMENT					
004.9010.0800	BENEFITS	30,938.00	42,855.11	(11,917.11)	(11,917.11)	138.52
Total Dept 9010	STATE RETIREMENT	30,938.00	42,855.11	(11,917.11)	(11,917.11)	138.52
Dept 9030	SOCIAL SECURITY					
004.9030.0800	BENEFITS	23,160.00	19,840.64	3,319.36	3,319.36	85.67
Total Dept 9030	SOCIAL SECURITY	23,160.00	19,840.64	3,319.36	3,319.36	85.67
Dept 9040	WORKERS COMPENSATION					
004.9040.0800	BENEFITS	84,675.00	61,033.72	23,641.28	23,641.28	72.08
Total Dept 9040	WORKERS COMPENSATION	84,675.00	61,033.72	23,641.28	23,641.28	72.08
Dept 9055	DISABILITY INSURANCE					
004.9055.0800	BENEFITS	1,915.00	950.40	964.60	964.60	49.63
Total Dept 9055	DISABILITY INSURANCE	1,915.00	950.40	964.60	964.60	49.63
Dept 9060	MEDICAL INSURANCE					
004.9060.0800	BENEFITS	90,221.00	68,501.47	21,719.53	21,719.53	75.93
Total Dept 9060	MEDICAL INSURANCE	90,221.00	68,501.47	21,719.53	21,719.53	75.93
Dept 9901	INTERFUND TRANSFERS					

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 004	HIGHWAY OUTSIDE VILLAGE(DB					
Dept 9901	INTERFUND TRANSFERS					
004.9901.0900	INTERFUND TRANSFERS	200,000.00	8,894.52	191,105.48	191,105.48	4.45
004.9901.0950	TRANSFERS TO OTHER FUNDS	21,061.00	0.00	21,061.00	21,061.00	0.00
Total Dept 9901	INTERFUND TRANSFERS	221,061.00	8,894.52	212,166.48	212,166.48	4.02
Total Fund 004	HIGHWAY OUTSIDE VILLAGE(DB	308,949.00	201,389.85	107,559.15	107,559.15	65.19
Fund 005	JOINT FIRE DISTRICT (SF)					
Dept 0005	.					
005.0005.2350	SERVICES TO OTHER GOVTS	28,398.00	0.00	28,398.00	28,398.00	0.00
Total Dept 0005	.	(28,398.00)	0.00	(28,398.00)	(28,398.00)	0.00
Dept 3410	FIRE PREVENTION					
005.3410.0400	CONTRACTUAL EXPENSE	357,704.00	0.00	357,704.00	357,704.00	0.00
Total Dept 3410	FIRE PREVENTION	357,704.00	0.00	357,704.00	357,704.00	0.00
Total Fund 005	JOINT FIRE DISTRICT (SF)	329,306.00	0.00	329,306.00	329,306.00	0.00
Fund 006	WATER DISTRICT (SW)					
Dept 0006	.					
006.0006.2140	METERED SALES	520,000.00	(269,031.35)	250,968.65	250,968.65	(51.74)
006.0006.2144	WATER CONNECTION CHARGES	30,000.00	(21,999.99)	8,000.01	8,000.01	(73.33)
006.0006.2148	Interest & Penalties	2,500.00	(3,799.66)	(1,299.66)	(1,299.66)	(151.99)
006.0006.2378	WATER SERVICE OTHER GOVTS.	22,320.00	(18,051.86)	4,268.14	4,268.14	(80.88)
006.0006.2401	INTEREST & EARNINGS	200.00	(393.74)	(193.74)	(193.74)	(196.87)
Total Dept 0006	.	(575,020.00)	(313,276.60)	(261,743.40)	(261,743.40)	54.48
Dept 8310	WATER ADMINISTRATION					
006.8310.0401	BILLING SUPPLIES	500.00	5,661.00	(5,161.00)	(5,161.00)	1,132.20
006.8310.0402	TELEPHONE	2,000.00	3,363.95	(1,363.95)	(1,363.95)	168.20
006.8310.0403	TRAINING	3,000.00	892.00	2,108.00	2,108.00	29.73
006.8310.0407	PRINTING AND MAILING	7,000.00	459.69	6,540.31	6,540.31	6.57
006.8310.0440	CONTRACTED SERVICES	10,000.00	806.22	9,193.78	9,193.78	8.06
Total Dept 8310	WATER ADMINISTRATION	22,500.00	11,182.86	11,317.14	11,317.14	49.70

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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						
Dept 8310	WATER DISTRICT (SW)					
	WATER ADMINISTRATION					
Dept 8320	SOURCE OF SUPPLY, POWER & PUMP					
006.8320.0401	ELECTRICAL	43,000.00	42,393.60	606.40	606.40	98.59
006.8320.0403	CHEMICALS AND SUPPLIES	2,500.00	1,450.20	1,049.80	1,049.80	58.01
006.8320.0404	SAMPLING	7,000.00	8,132.47	(1,132.47)	(1,132.47)	116.18
006.8320.0414	GAS	0.00	3,684.37	(3,684.37)	(3,684.37)	0.00
006.8320.0415	CONTRACTUAL	186,261.00	171,284.46	14,976.54	14,976.54	91.96
Total Dept 8320	SOURCE OF SUPPLY, POWER & PUMP	238,761.00	226,945.10	11,815.90	11,815.90	95.05
Dept 8340	TRANSMISSION & DISTRIBUTION					
006.8340.0201	EQUIPMENT	22,500.00	4,215.63	18,284.37	18,284.37	18.74
006.8340.0202	METER REPLACEMENTS	12,500.00	692.59	11,807.41	11,807.41	5.54
006.8340.0203	IMPROVEMENTS	75,000.00	25,628.72	49,371.28	49,371.28	34.17
006.8340.0402	REPAIRS AND LEAK SURVEY	45,000.00	25,997.43	19,002.57	19,002.57	57.77
Total Dept 8340	TRANSMISSION & DISTRIBUTION	155,000.00	56,534.37	98,465.63	98,465.63	36.47
Dept 9710	SERIAL BONDS					
006.9710.0600	SERIAL BONDS	45,000.00	45,000.00	0.00	0.00	100.00
006.9710.0700	SERIAL BONDS	27,988.00	27,987.50	0.50	0.50	100.00
Total Dept 9710	SERIAL BONDS	72,988.00	72,987.50	0.50	0.50	100.00
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	80,205.00	29,648.37	50,556.63	50,556.63	36.97
Total Dept 9901	INTERFUND TRANSFERS	85,205.00	29,648.37	55,556.63	55,556.63	34.80
Dept 9950	TRANSFER TO CAPITAL PROJ. FUND					
006.9950.0900	TRANSFERS TO CAPITAL FUND	5,000.00	0.00	5,000.00	5,000.00	0.00
Total Dept 9950	TRANSFER TO CAPITAL PROJ. FUND	5,000.00	0.00	5,000.00	5,000.00	0.00
Total Fund 006	WATER DISTRICT (SW)	4,434.00	84,021.60	(79,587.60)	(79,587.60)	1,894.94
Fund 007	SEWER DISTRICT (SS)					
Dept 0007						

TOWN OF ELLICOTTVILLE

Revenue / Expense Control Report

Fiscal Year: 2021 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 007	SEWER DISTRICT (SS)					
Dept 0007						
007.0007.2401	INTEREST & EARNINGS	0.00	(14.95)	(14.95)	(14.95)	0.00
Total Dept 0007		0.00	(14.95)	14.95	14.95	0.00
Total Fund 007	SEWER DISTRICT (SS)	0.00	(14.95)	14.95	14.95	0.00
Fund 008	DRAINAGE DISTRICT					
Dept 0008						
008.0008.2401	INTEREST & EARNINGS	5.00	(19.93)	(14.93)	(14.93)	(398.60)
Total Dept 0008		(5.00)	(19.93)	14.93	14.93	398.60
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	9,495.00	(19.93)	9,514.93	9,514.93	(0.21)
Grand Total		1,853,990.00	(125,717.56)	1,979,707.56	1,979,707.56	(6.78)

Clerk's Report - Nov. 21

Dog License	\$15.00	
Marriage License	\$ 40.00	
Decals	\$647.00	
Tax Receipts	\$ 20.00	
Interest	\$ -	
Cert. copies	\$60.00	
Bell Jar	\$0.00	
Fireworks	\$ -	
Total Received	\$782.00	
Total Town Revenue to Supervisor		\$145.12
NYS DOH Marriage Licenses		\$22.50
DECALS		\$611.38
NYS DAM - dog license		\$3.00
	Total Dispersed	\$782.00



ELLICOTTVILLE TOWN POLICE DEPARTMENT
ACTIVITY REPORT

To: HONORABLE TOWN BOARD
FROM: OFFICER-IN-CHARGE DON AUGE
DATE: DECEMBER 1, 2021

SUBJECT: POLICE DEPARTMENT ACTIVITY (NOVEMBER 2021)

CALLS FOR SERVICE	T	V	TRAFFIC	T	V
Total Calls for Service / Complaints	97	29	Traffic Tickets Issued	6	2
Arrests	3	0	Warnings Issued	7	4

GENERAL COMPLAINTS

	T	V		T	V
Alarms – Burglar/Fire/General	5	5	Loud Noise Complaints	0	0
Animal Complaints	7	0	Motor Vehicle Accidents	15	1
Appearance Tickets Issued	0	0	OOP	0	0
Assist Citizen	3	0	Overdose	0	0
Assist Motorist/Disabled Vehicles	6	1	Parking Complaint	0	2
Assist Other Agencies	8	3	Parking Tickets	0	1
Assault	0	0	Peace Officer	0	0
Background Checks	2	0	Possession of Stolen Property	0	0
Burglary	0	0	Property Checks Performed/Requested	2	1
BOLO	1	0	Property Complaints – Lost/Found/Returned	1	1
Civil	0	0	Sex Offender Check-In	0	0
Community Policing	5	1	Suicide	0	0
Criminal Mischief	0	0	Suspicious Persons/Vehicles/Incidents	1	1
Disturbance/Fight Calls/Intox	0	1	Traffic Control/Traffic Details/Complaint	1	0
Domestic	0	0	Trespass	0	0
DWI	0	0	Unattended	1	0
Erratic Driver Complaints	0	0	Unwanted Person	0	2
Fingerprints	0	0	UPM	0	0
Follow Ups/Investigations	15	3	Vehicles Towed	1	0
Harassment	0	1	Vehicle Unlock Requests	3	0
Hazard	5	0	Warrants Attempts/Entry/Recalls	1	0
Information Requests	4	0	911 Hang-ups/Check the Welfare/9.41/9.45	1	3
Larceny Complaints	3	0	Misc.	7	2

ARRESTS (Offenses Charged)

	T	V		T	V
Aggravated Unlicensed Operation	0	0	Harassment	0	0
Assault	0	0	Larceny	1	0
Child Endangerment	0	0	Noise Ordinance	0	0
Criminal Mischief	1	0	Resisting Arrest	0	0
Criminal Obstruction of Breathing	0	0	Suspended Registration	0	0
Disorderly Conduct	0	0	Theft of Services	0	0
DWI/DWAI	0	0	Trespass	0	0
Filing False Statement	0	0	Warrant	1	0



ELLCOTTVILLE ENGINEERING DEPARTMENT



MONTHLY REPORT
December 2021

NOTEWORTHY ITEMS:

- The Skate Park RFP is out and has interest. The pre bid meeting was well attended
- The Evlengineering.com website has been migrated to the ellicottvillegov.com website. Those accessing the Evlengineering.com website will be redirected to the Town/ Village website.

TO DO LIST:

Town:

Review Mowing RFPs

Village:

DIVISION UPDATES / REPORTS:

TOWN HIGHWAY DIVISION / BUILDINGS

- Elk Creek Subdivision – The Owners signed the Waiver so the Town can provide winter maintenance. A copy of the Dedication of Local Roads was also provided.
- Valley Village – Nothing New
- Holiday Valley Rd Phase 1 Drainage Improvements – Nothing New
- SAM Grant – Still no word on the status of this grant.
- Town Center – Nothing New
- Town Center – Asbestos Abatement is underway. Cornell has asked for some help moving for the work at the west wing. MDA is working on contract documents for improvements. Eng Dept office furniture has been ordered.
- Town Center Boiler – Nothing New
- Poverty Hill @ Dickey Rd Culvert – RFP and Plans are being reviewed by Highway.
- Jackman Hill LEWPA Grant Application for water Quality Improvement was submitted to Cattaraugus County Soil & Water
- Town Highway Supervisor's Truck is out for Bid. Bids are due December 17, 2021.

- RFP for Mowing of the Arboretum and Town Cemeteries is drafted and ready to be sent out in January for Bid.

VILLAGE PUBLIC WORKS DIVISION

- See DPW Report
- Elizabeth Street Restoration – Nothing New
- Elk Creek – Application was submitted to the ACOE and waiting on response.
- Skate Park proposals are due January 14, 2022

WATER DIVISION

- Water Project Plan Review – CPL is finishing up the revisions for submission. They have provided an updated project schedule.
-
- Four Flushers – Dec 8th Meeting – Set up a meeting CPL to discuss status of water project – DWSP2 – Sewer Plant Generator – Steel Bound sewage
- Drinking Water Source Protection Program (DWSP2) – B&L has scheduled the third meeting for Tuesday November 23, 2021 at 4:00. Any available stakeholder is asked to attend this meeting.

SEWER DIVISION

- Boiler Replacement Project – Parise Mechanical Inc IS scheduled to complete the boiler install the week of December 13th.
- Town Sewer Project options: Discussed Fox Ridge sewer issue. Section between manholes should be replaced.
- Lagoon Master – Nothing New
- WWTP Tour – Flush that one off the schedule. Thank you for attending.

BUILDING / CODE ENFORCEMENT DIVISION

- See Planner and COE Reports

ENERGY REPORT

- See attached report with Annual Summary

11/29/21, 1:00 PM



Robyn George <evltownclerk@gmail.com>

Fwd: Notice of leave.

1 message

29 November 2021 at 11:22

Thomas Scharf <thomas.scharf@evlengineering.com>
To: Robyn George <evltownclerk@gmail.com>

Get Outlook for iOS

From: Shawn Lafferty <twocent_99@yahoo.com>
Sent: Thursday, November 18, 2021 5:58:09 AM
To: Thomas Scharf <thomas.scharf@evlengineering.com>
Subject: Notice of leave.

Tom Scharf,

Please except this as notice of leave. I have applied and have excepted a position with another employer. My last day of employment with the Town of Ellicottville will be 12/3/2021. I will have all uniforms and any issued equipment to the highway department building on my last day. If an exit interview is requested please notify me and schedule it during regular work hours.

Sincerely,

Shawn Lafferty
716-523-8678

Sent from Yahoo Mail on Android