

**AGENDA**  
**5:00 PM**  
**Attorney - Client Privilege**  
**Meeting**  
**Sodus Town Board Agenda**  
**September 10, 2024**  
**Immediately following the**  
**Attorney Client Privilege**  
**Meeting**

Open with Pledge Allegiance  
 Roll Call: *(Lori Diver)*

Supervisor Johnson, Councilperson LeRoy, Councilperson Ross, Councilperson Tertinek, Councilperson Pickering  
**Public Speakers: N/A**

**Public Comments:**

**Minutes:**

Motion to file the following minutes:

- Motion to file August 13, 2024 Regular Town Board Meeting
- Motion to file August 29, 2024 Month End Town Board Meeting *(Supervisor Scott Johnson must abstain)*
  
- Supervisor's Report
- Town Clerk's Report
- Tax Collection Report
- Resolution to approve Abstract #1-2024

**Public Works Committee:** Councilperson David LeRoy  
 (Highway, Drainage)

- Motion to file Highway Superintendent's Report-Jared Laird

**Buildings and Grounds Committee:** Councilperson Chris Tertinek  
 (Town Property, Animal Control, Code Enforcement, Flood Damage)

- Motion to file Code Enforcement Report – Frank Gahr
- Motion to file Dog Control Officer Reports– Robert Snyder & Kyle Kephart
- Flood Damage Prevention – Chris Tertinek

**Recreation/Assessor's Office:** Councilperson Dale Pickering  
 (Recreation, Assessor)

- Motion to file Sodus Recreation Report-Paulina Anderson
- Motion to file Assessor's Report – Nathan Mack

**Public Safety Committee:** Councilperson Don Ross  
 (Fire, Ambulance, Emergency Preparedness - WC, Water Authority - WC)

**Town Hall Committee:** Supervisor Scott Johnson  
 (Personnel, Town Council, Court, Assessor, Building Inspector, Boards/Committees, Insurances, Finance, Environmental)

- Motion to file Camp Beachwood/Sodus Groundskeeper Report – Sal Vittozzi

**Correspondence & Information**

1. Motion to authorize Lori Diver Sodus Town Clerk to advertise and hold public hearing for Cable Television Franchise Agreement Held by Spectrum Northeast, LLC in the Town of Sodus, County of Wayne, New York October 8, 2024 at 6:00 PM.  
 First \_\_\_\_\_ Seconded \_\_\_\_\_
  
2. Motion to adjourn  
 First \_\_\_\_\_ Seconded \_\_\_\_\_  
 Time \_\_\_\_\_

## MINUTES

Minutes of the Regular Town Board Meeting September 10, 2024, held in person at the  
Town of Sodus courtroom 14-16 Mill St. Sodus, NY.

All meetings are open to the public.

Present:                                 Scott Johnson, Supervisor  
  David LeRoy Councilperson/Deputy Supervisor  
  Don Ross, Councilperson  
  Chris Tertinek, Councilperson  
  Dale Pickering, Councilperson

Recording Secretary:                 Lori Diver, Town Clerk

Absent:                                    N/A

Others Present:                         Jared Laird, Highway Superintendent  
  Kyle Kephart, Backup-DCO  
  Sal Vittozzi, Camp Beechwood  
  Amy Kendall, Town Attorney  
  Dave Fitch, Camp Beechwood

Supervisor Scott Johnson called the Regular Town Board Meeting to order commencing at 6:00 PM with the Pledge of Allegiance and Lori Diver opened with roll call. All Board members were present.

### PUBLIC SPEAKERS:

N/A

### PUBLIC COMMENTS:

*(Dave Fitch-Camp Beechwood)*

Dave Fitch discussed with the Sodus Town Board how impressed he was with the trails currently at Camp Beechwood. The Adirondack Mountain Club helped with the trail maintenance this year. There was discussion regarding the proposed access trail at Beechwood. There will be no motorized vehicles. Fitch has a concern with the entrance and vehicles gaining access. There was discussion from the Board to put up signage stating no motorized vehicles are allowed.

### MINUTES

Minutes from August 13, 2024, was presented. Councilperson Don Ross motioned to file these Minutes, which was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Minutes from August 29, 2024, was presented. Councilperson Don Ross motioned to file these Minutes, which was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, abstain (was absent); David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**SUPERVISOR'S REPORT**

The Supervisor's monthly report will be provided at the Month End Town Board meeting.

**TOWN CLERK'S REPORT**

The Town Clerk's Report, Town Clerk's bank statement for audit and bank register for August 2024 were presented. Councilperson David LeRoy motioned to file this report was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Note: bank statement and bank register are listed in detail with Town Clerk cash book for 2024. For security reasons and confidentiality, it cannot be published in Minutes.

**ABSTRACT**

**RESOLUTION TO PAY ABSTRACT NO. 17**

*(01 09-2024)*

**WHEREAS**, the following bills were presented for payment on Abstract 17:

General	396-413	\$ 7,468.20
CM-1	012-012	\$ 107.41
Highway	214-224	\$ 98,441.39
Special District	015-015	\$ 1,082.09
<b>GRAND TOTAL:</b>		<b>\$ 107,099.09</b>

**NOW BE IT RESOLVED**, Councilperson Dale Pickering motioned to approve payment of these bills as reviewed for Abstract No.17, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried. Resolution Adopted.

**PUBLIC WORKS COMMITTEE: *Councilperson David LeRoy, Chair***

*(Highway, Drainage - Deputy Town Supervisor)*

**HIGHWAY REPORT:**

(Jared Laird - Highway Superintendent)

Councilperson Dale Pickering motioned to file the monthly August 2024 Highway report was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**BUILDINGS AND GROUNDS COMMITTEE: *Councilperson Chris Tertinek, Chair***

*(Town Property, Animal Control, Flood Damage Prevention)*

**CODE ENFORCEMENT REPORT:**

*Frank Gahr- CEO*

Councilperson Dale Pickering motioned to file the monthly August 2024 Code Enforcement report, was seconded by Councilperson Dave LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**DOG CONTROL REPORT:***Robert Snyder, Primary DCO**Kyle Kephart- Secondary DCO*

Councilperson David LeRoy motioned to file Robert Snyder and Kyle Kephart's monthly August 2024 Dog Control report, was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**FLOOD DAMAGE PREVENTION REPORT-Code 69:***Chris Tertinek, Councilperson (report below is directly from Tertinek)***Lake Level (ASL = Above Sea Level)**

Lake at 245.67' ASL at end of August. About 4" lower than end of July

At the end of Aug 2024, about 5" lower than at end of August 2023.

The end of August 2024 level is about 5" lower than historical average.

Long term forecast for mid-February of 2025 is 244.7' ASL. About 2" lower than long-time average, and about 2" above 2024 mid-February.

**RECREATION-ASSESSOR OFFICE: Councilman Dale Pickering***(Recreation and Assessor's Office)***Recreation Report***(Paulina Anderson-Recreation Director)*

Councilperson Dale Pickering motioned to file Recreation Director Paulina Anderson's August 2024 Recreation Report, was seconded by Councilperson Dave LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**Assessor's Report***(Nathan Mack, Assessor)*

Councilperson Chris Tertinek motioned to file the monthly August 2024 report from Sole Assessor Nathan Mack was seconded by Councilperson Dale Pickering. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

**PUBLIC SAFETY/DRAINAGE/ENVIRONMENT COMMITTEE: Councilperson Don Ross, Chair (Fire, Ambulance, Emergency Preparedness)**

Councilperson Don Ross gave his committee report. Wayne County Water and Sewer Authority hopes to provide service to all of Sodus Bay. They are in the process of updating the software system for their payment processing.

**TOWN HALL COMMITTEE: Scott Johnson, Supervisor***(Personnel, Clerks, Justices, Assessor, Building Inspector, Town Council, Boards, Insurances, Finance-Camp Beechwood)***Camp Beechwood/Sodus Groundskeeper Report***(Sal Vittozzi-Caretaker-Sodus Town Groundkeeper)*

Councilperson Dale Pickering motioned to file the monthly August 2024 Camp Beechwood-Parks & Cemeteries report from Sal Vittozzi, Sodus Town Groundskeeper-Caretaker was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Councilperson Dale Pickering motioned to authorize Lori Diver to advertise and hold a public hearing for Cable Television Franchise Agreement held by Spectrum Northeast, LLC in the Town of Sodus, County of Wayne, New York on October 8, 2024, at 6:00 PM was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, aye; Councilperson Chris Tertinek, aye; Councilperson Dale Pickering, aye. Motion carried.

Councilperson Dale Pickering motioned to authorize Lori Diver to advertise and hold a public hearing for Local Law 2-2024 amending building permit code for fees associated with emergency personnel buildings on October 8, 2024, at 6:20 PM was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Supervisor Johnson aye; Councilperson David LeRoy, aye; Councilperson Don Ross, aye; Councilperson Chris Tertinek, aye; Councilperson Dale Pickering, aye. Motion carried.

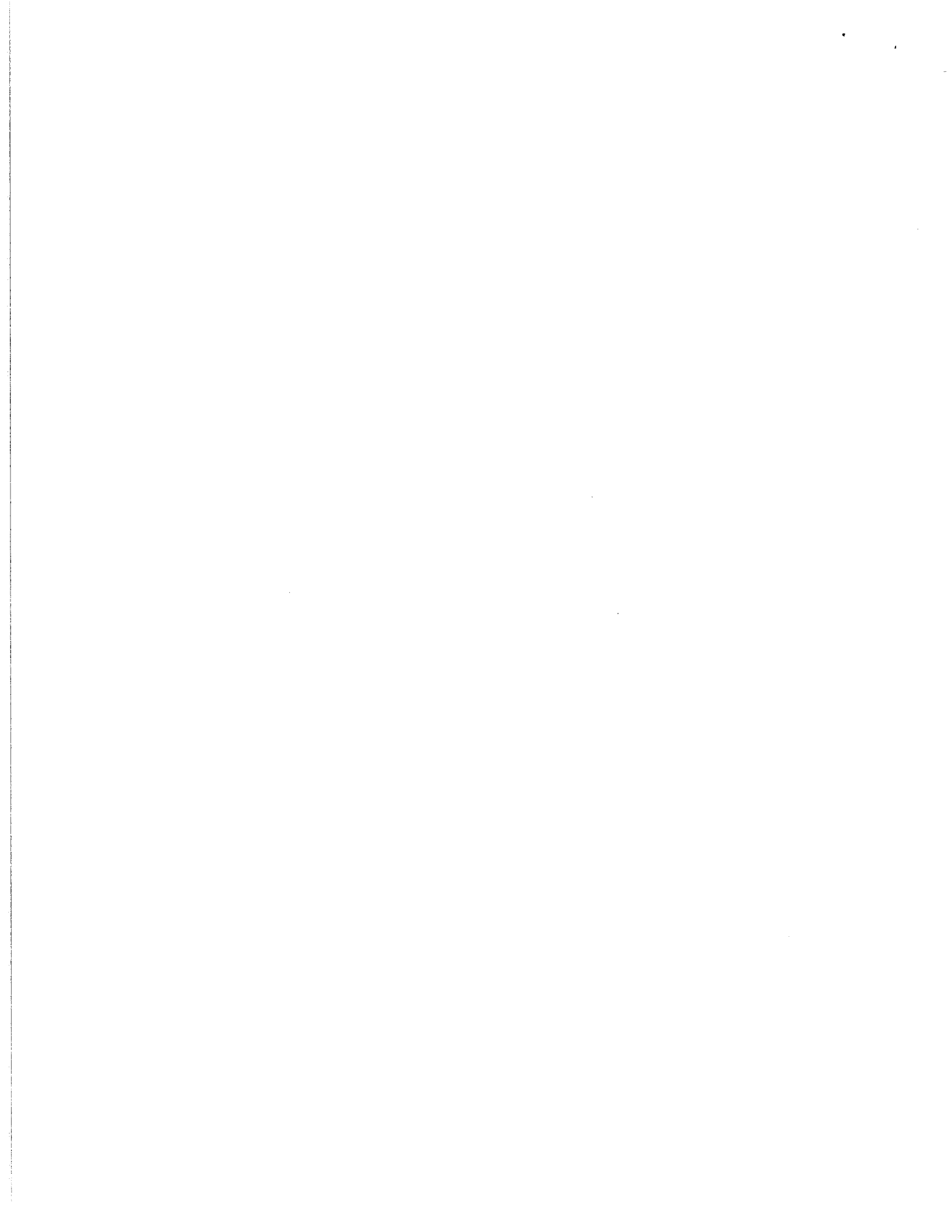
Councilperson David LeRoy shared that he will be retiring soon from the Sodus Town Board. He will be moving out of the Town of Sodus and will no longer be able to serve as a Board member.

Councilperson Dale Pickering motioned to adjourn the Regular Town Board Meeting was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, aye. Motion carried.

Meeting adjourned at 6:18 PM

Recording Secretary,  
Lori K. Diver  
Sodus Town Clerk, RMC

Note: Reports and other correspondence are attached in the order of motions and resolutions of Minutes.



# TOWN CLERK'S MONTHLY REPORT

TOWN OF SODUS, NEW YORK

AUGUST, 2024

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255	<u>30</u>	DECALS	<u>154.15</u>	
	<u>5</u>	MARRIAGE LICENSES NO. 24017 TO 24021	<u>87.50</u>	
		<b>TOTAL TOWN CLERK FEES</b>		<b>241.65</b>
<hr/>				
A1550	<u>1</u>	DOG IMPOUNDMENTS	<u>10.00</u>	
		<b>TOTAL A1550</b>		<b>10.00</b>
<hr/>				
A1689	<u>52</u>	REGISTRAR FEES	<u>520.00</u>	
		<b>TOTAL A1689</b>		<b>520.00</b>
<hr/>				
A1789	<u>1</u>	EZ-PASS THRU-WAY TAGS	<u>25.00</u>	
		<b>TOTAL A1789</b>		<b>25.00</b>
<hr/>				
A2001	<u>2</u>	RECREATION FEES	<u>100.00</u>	<i>Recreation Balanced</i>
		<b>TOTAL A2001</b>		<b>100.00</b>
<hr/>				
A2544	<u>124</u>	DOG LICENSES	<u>1,458.50</u>	
		<b>TOTAL A2544</b>		<b>1,458.50</b>
<hr/>				
A2655	<u>118</u>	COPIES	<u>29.50</u>	
		<b>TOTAL A2655</b>		<b>29.50</b>
<hr/>				
B1689	<u>1</u>	GENEALOGICAL	<u>11.00</u>	
		<b>TOTAL B1689</b>		<b>11.00</b>
<hr/>				
B2555	<u>39</u>	BUILDING PERMITS	<u>3,879.10</u>	<i>Code Ent Balanced</i>
		<b>TOTAL B2555</b>		<b>3,879.10</b>
<hr/>				
B2590	<u>7</u>	SEPTIC	<u>700.00</u>	<i>Code Ent. Balanced</i>
		<b>TOTAL B2590</b>		<b>700.00</b>
<hr/>				
B2770	<u>1</u>	VARIANCES	<u>100.00</u>	<i>Code Ent. Balanced</i>
		<b>TOTAL B2770</b>		<b>100.00</b>
<hr/>				
CM2089	<u>53</u>	PARK FEES	<u>945.00</u>	<i>Recreation Balanced</i>
		<b>TOTAL CM2089</b>		<b>945.00</b>

**TOWN CLERK'S MONTHLY REPORT**

AUGUST, 2024

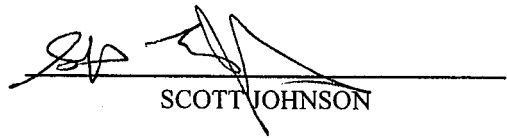
page 2

**DISBURSEMENTS**

PAID TO SUPERVISOR FOR GENERAL FUND	2,384.65	} #146
PAID TO SUPERVISOR FOR PART TOWN FUND	4,690.10	
PAID TO SUPERVISOR CAMPING FEES	945.00	
PAID TO NYS DEC FOR DECALS	2,742.85	Sweep
PAID TO NYS ANIMAL POPULATION CONTROL FUND	176.00	#146S
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	112.50	#1466
<b>TOTAL DISBURSEMENTS</b>		<b>11,051.10</b>

*Balance*  
*9-6-2024*

SEPTEMBER 6, 2024

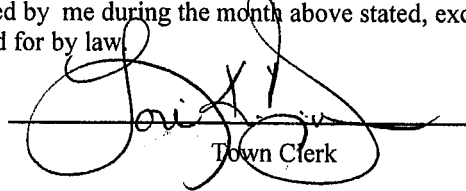
 \_\_\_\_\_, SUPERVISOR  
SCOTT JOHNSON

**STATE OF NEW YORK, COUNTY OF WAYNE, TOWN OF SODUS**

I, LORRAINE K DIVER, being duly sworn, says that I am the Clerk of the TOWN OF SODUS that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law

Subscribed and sworn to before me this

6 day of September 2024  
Karen S. Cline  
Notary Public

 \_\_\_\_\_  
Town Clerk

**KAREN S. CLINE**  
Notary Public, State of New York  
Qualified in Wayne County  
Reg. No. 01CL6273141  
My Commission Expires 12-13-24



TOWN OF SODUS

Detail of Decals Transactions

For the period 08/01/2024 through 08/31/2024

09/05/2024

14:43:38

Date	Gross Sales	Commission	Net Sales
08/01/2024	95.00	5.26	89.74
08/01/2024	97.00	5.35	91.65
08/02/2024	95.00	2.38	92.62
08/02/2024	15.00	0.83	14.17
08/05/2024	72.00	3.97	68.03
08/05/2024	92.00	5.08	86.92
08/06/2024	72.00	3.97	68.03
08/07/2024	246.00	13.57	232.43
08/08/2024	127.00	7.01	119.99
08/09/2024	10.00	0.55	9.45
08/12/2024	117.00	6.45	110.55
08/12/2024	179.00	9.88	169.12
08/13/2024	132.00	7.28	124.72
08/14/2024	132.00	7.29	124.71
08/15/2024	87.00	4.80	82.20
08/15/2024	25.00	1.38	23.62
08/19/2024	269.00	11.97	257.03
08/20/2024	72.00	3.97	68.03
08/20/2024	30.00	1.66	28.34
08/21/2024	152.00	8.39	143.61
08/23/2024	40.00	2.21	37.79
08/23/2024	87.00	4.80	82.20
08/26/2024	149.00	8.22	140.78
08/26/2024	62.00	3.42	58.58
08/26/2024	20.00	1.11	18.89
08/27/2024	5.00	0.28	4.72
08/28/2024	144.00	7.94	136.06
08/29/2024	97.00	5.35	91.65
08/30/2024	30.00	1.66	28.34
08/30/2024	147.00	8.12	138.88
<b>Grand Total:</b>	<b>2,897.00</b>	<b>154.15</b>	<b>2,742.85</b>





**Department of  
Environmental  
Conservation**

STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 000291-195266

TOWN OF SODUS  
14-16 Mill Street, Sodus, NY 14551

Invoice Period: **08/01/2024** to **08/31/2024**

### Invoice Summary

Sales Summary	Items Sold	Sales Total	Print Fee	Vendor Commission	Sweep Amount
	688	\$2,897.00	\$0.00	\$154.15	\$2,742.85

Reversals / Voids Summary	Items Reversed / Voided	Reversal / Void Total	Print Fee	Vendor Commission	Sweep Amount
	0	\$0.00	\$0.00	\$0.00	\$0.00

Manual Adjustment Summary	Adjustment Note	Adjustment Type	Adjustment Amount

Invoice Totals	Sweep
	\$2,742.85

**\$2,742.85** Will be swept from your bank account on **9/15/2024**



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Invoice 000291-195266

TOWN OF SODUS  
14-16 Mill Street, Sodus, NY 14551

Invoice Period: **08/01/2024** to **08/31/2024**

**Locations Summary**

Location Name	Location Number	Sales			Reversals / Voids			Net	
		Items Sold	State Total	Vendor Total	Items Reversed / Voided	State Total	Vendor Total	Manual Adjustments	Sweep
TOWN OF SODUS	1312	688	\$2,742.85	\$154.15	0	\$0.00	\$0.00	\$0.00	\$2,742.85

\* Vendor Amount includes Agent commission and print fees collected

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Invoice 000291-195266

TOWN OF SODUS  
14-16 Mill Street, Sodus, NY 14551

Invoice Period: **08/01/2024** to **08/31/2024**

**Product Summary**

Product Name	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
Resident Senior Hunting	17	\$4.76	\$80.24	0	\$0.00	\$0.00	\$85.00	\$4.76	\$80.24
Bear Carcass Tag	50	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reg Season Deer Tag	50	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Fishing	15	\$4.20	\$70.80	0	\$0.00	\$0.00	\$75.00	\$4.20	\$70.80
Resident Senior Muzzleloading Privilege	14	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bow/Muzz Either Sex Tag M	16	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deer Management Permit - Instant	47	\$25.85	\$444.15	0	\$0.00	\$0.00	\$470.00	\$25.85	\$444.15
DMP Deer Carcass Tag	129	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Bowhunting	10	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bow/Muzz Either Sex Tag B	36	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bow/Muzz Antlerless Tag	40	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Turkey Permit	26	\$14.30	\$245.70	0	\$0.00	\$0.00	\$260.00	\$14.30	\$245.70
Fall Turkey Tag - Statewide -	28	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Turkey Tag #1	28	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Turkey Tag #2	28	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lifetime License (Hunt/Fish/Turkey) 70+	3	\$1.44	\$128.56	0	\$0.00	\$0.00	\$130.00	\$1.44	\$128.56
Lifetime Hard Card	3	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Muzzleloading Privilege	9	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Trapping	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
Deer Management Permit - Instant	6	\$3.30	\$56.70	0	\$0.00	\$0.00	\$60.00	\$3.30	\$56.70
Resident Hunting	26	\$31.46	\$540.54	0	\$0.00	\$0.00	\$572.00	\$31.46	\$540.54

Product Name	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
Resident Bowhunting	22	\$18.26	\$311.74	0	\$0.00	\$0.00	\$330.00	\$18.26	\$311.74
Resident Muzzleloading Privilege	24	\$19.92	\$340.08	0	\$0.00	\$0.00	\$360.00	\$19.92	\$340.08
Resident Fishing	20	\$27.60	\$472.40	0	\$0.00	\$0.00	\$500.00	\$27.60	\$472.40
Deer Management Permit LT - Instant	14	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Senior Bowhunting	7	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Trapping	1	\$1.10	\$18.90	0	\$0.00	\$0.00	\$20.00	\$1.10	\$18.90
Resident Hunting - Military Disabled	3	\$0.84	\$14.16	0	\$0.00	\$0.00	\$15.00	\$0.84	\$14.16
Resident Muzzleloading - Military Disabled	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Fishing - Military Disabled - FREE	3	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Bowhunting - Military Disabled	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Fishing - Military Disabled	2	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
Resident Hunting - Military Disabled - FREE	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resident Junior Hunting	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
Deer Management Permit - Youth - Instant	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Replacement License	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
Print Fee		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>688</b>	<b>\$154.15</b>	<b>\$2,742.85</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,897.00</b>	<b>\$154.15</b>	<b>\$2,742.85</b>

\* Vendor Amount includes Agent commission and print fees collected

**\$2,742.85** Will be swept from your bank account on **9/15/2024**



STATE OF NEW YORK  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
 625 Broadway, Albany, NY 12233

**Department of  
 Environmental  
 Conservation**

Phone 1-800-962-5622

Invoice 000291-195266

TOWN OF SODUS  
 14-16 Mill Street, Sodus, NY 14551

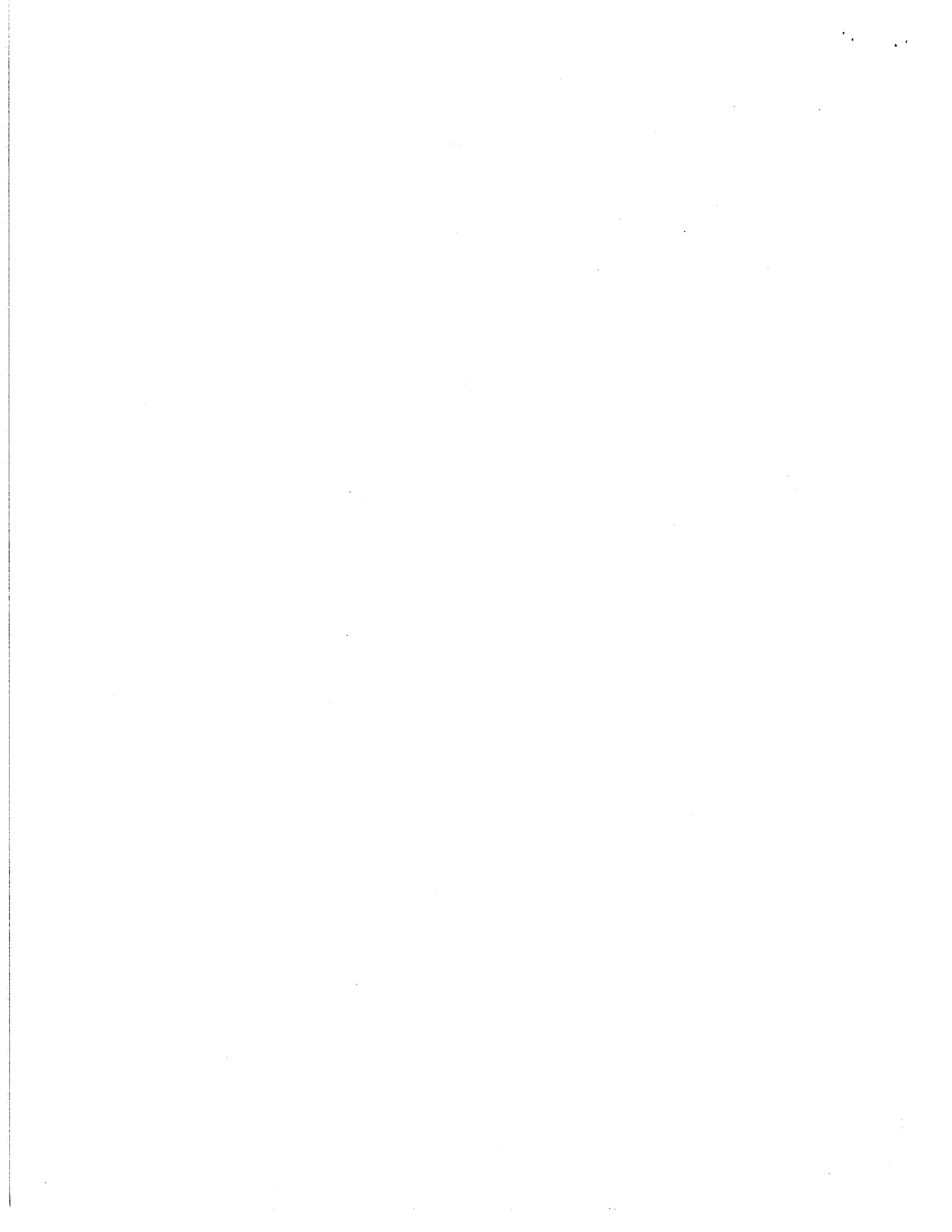
Invoice Period: **08/01/2024 to 08/31/2024**

**Daily Summary**

Date	Sales			Reversals / Voids			Net		
	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
08/01/2024	64	\$10.61	\$181.39	0	\$0.00	\$0.00	\$192.00	\$10.61	\$181.39
08/02/2024	26	\$3.21	\$106.79	0	\$0.00	\$0.00	\$110.00	\$3.21	\$106.79
08/03/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/04/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/05/2024	39	\$9.05	\$154.95	0	\$0.00	\$0.00	\$164.00	\$9.05	\$154.95
08/06/2024	13	\$3.97	\$68.03	0	\$0.00	\$0.00	\$72.00	\$3.97	\$68.03
08/07/2024	48	\$13.57	\$232.43	0	\$0.00	\$0.00	\$246.00	\$13.57	\$232.43
08/08/2024	42	\$7.01	\$119.99	0	\$0.00	\$0.00	\$127.00	\$7.01	\$119.99
08/09/2024	7	\$0.55	\$9.45	0	\$0.00	\$0.00	\$10.00	\$0.55	\$9.45
08/10/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/11/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/12/2024	63	\$16.33	\$279.67	0	\$0.00	\$0.00	\$296.00	\$16.33	\$279.67
08/13/2024	19	\$7.28	\$124.72	0	\$0.00	\$0.00	\$132.00	\$7.28	\$124.72
08/14/2024	35	\$7.29	\$124.71	0	\$0.00	\$0.00	\$132.00	\$7.29	\$124.71
08/15/2024	26	\$6.18	\$105.82	0	\$0.00	\$0.00	\$112.00	\$6.18	\$105.82
08/16/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/17/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/18/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/19/2024	55	\$11.97	\$257.03	0	\$0.00	\$0.00	\$269.00	\$11.97	\$257.03
08/20/2024	29	\$5.63	\$96.37	0	\$0.00	\$0.00	\$102.00	\$5.63	\$96.37
08/21/2024	25	\$8.39	\$143.61	0	\$0.00	\$0.00	\$152.00	\$8.39	\$143.61
08/22/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/23/2024	28	\$7.01	\$119.99	0	\$0.00	\$0.00	\$127.00	\$7.01	\$119.99
08/24/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/25/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/26/2024	45	\$12.75	\$218.25	0	\$0.00	\$0.00	\$231.00	\$12.75	\$218.25
08/27/2024	10	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
08/28/2024	23	\$7.94	\$136.06	0	\$0.00	\$0.00	\$144.00	\$7.94	\$136.06
08/29/2024	24	\$5.35	\$91.65	0	\$0.00	\$0.00	\$97.00	\$5.35	\$91.65
08/30/2024	67	\$9.78	\$167.22	0	\$0.00	\$0.00	\$177.00	\$9.78	\$167.22
08/31/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>688</b>	<b>\$154.15</b>	<b>\$2,742.85</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,897.00</b>	<b>\$154.15</b>	<b>\$2,742.85</b>

\* Vendor Amount includes Agent commission and print fees collected

**\$2,742.85** Will be swept from your bank account on **9/15/2024**





09/04/2024  
11:01:18

# TOWN OF SODUS

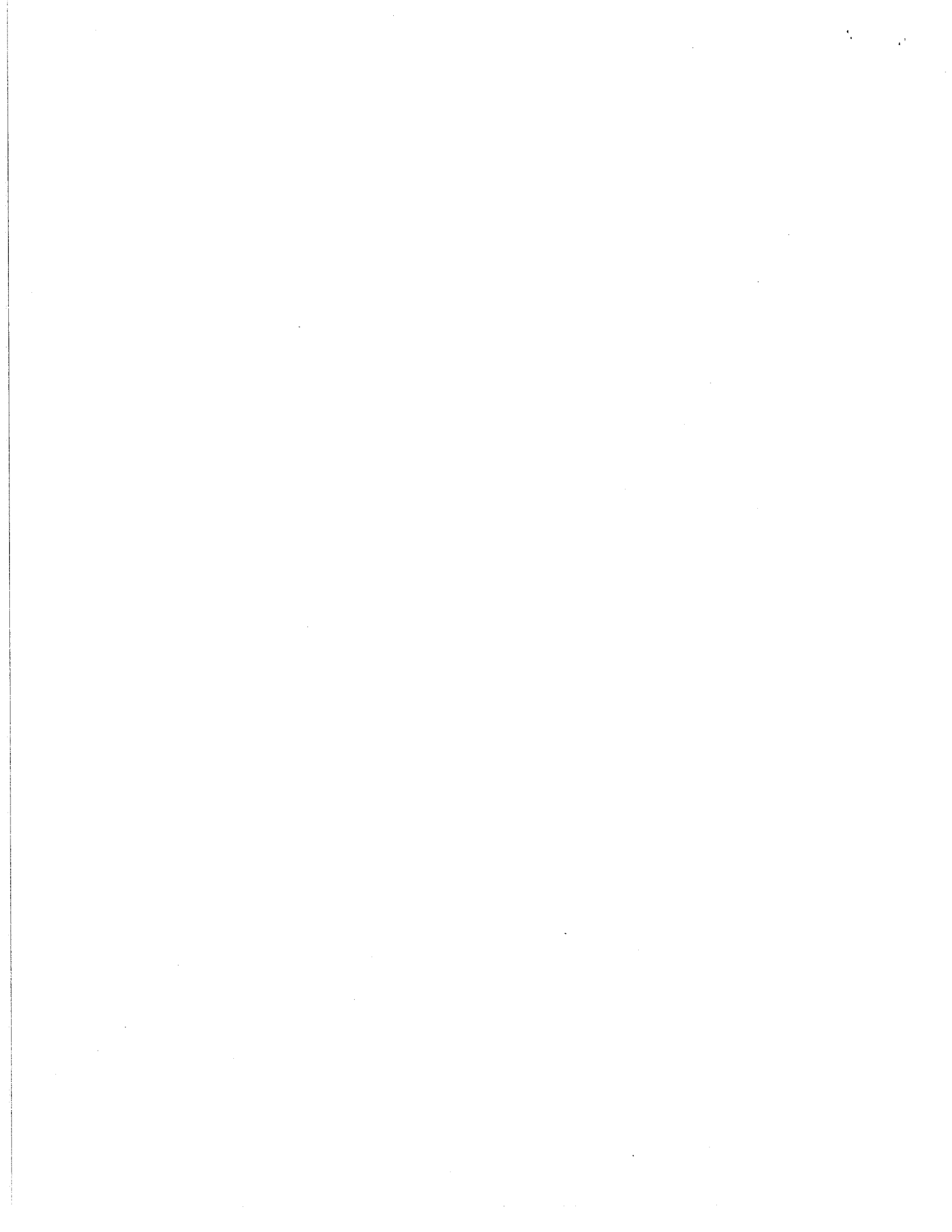
## CAMP - CAMP Transaction Report

For the period 08/01/2024 through 08/31/2024

Type	Date	Comment	Name	Quantity	Fee
1. CAMP	08/26/2024	8/24-8/25	ABRAHMS, CASSEY	1	15.00
2. CAMP	08/02/2024	7/26-7/28	ABRAHMS, CASSIE	2	30.00
3. CAMP	08/02/2024	7/26-7/28	BROOKS, ERIC	2	30.00
4. CAMP	08/26/2024	8/17-8/18	BURDICK, DORY	1	15.00
5. CAMP	08/09/2024	08-03	BUYER, RICK	1	15.00
6. CAMP	08/26/2024	8/10-8/11	CANTWELL, ELYSE	1	15.00
7. CAMP	08/09/2024	8-7 TO 8-8	CARNEY, MICAH EL	1	30.00
8. CAMP	08/26/2024	8/21-8/23	CLINTON, ARTHUR	2	30.00
9. CAMP	08/02/2024	7/28-7/29	CORREIA, LILLA	1	15.00
10. CAMP	08/26/2024	8/22-8/23	CRANE, CRYSTAL	1	15.00
11. CAMP	08/02/2024	7/26-7/28	DAVENY, DEREK	2	30.00
12. CAMP	08/26/2024	8/22-8/23	DEPALO, ERIC	1	15.00
13. CAMP	08/26/2024	8/15-8/17	DEYO, JULIA	2	30.00
14. CAMP	08/26/2024	8/10-8/11	DUDEK, STEPHANIE	1	15.00
15. CAMP	08/26/2024	8/23-8/24	FARSTAD, KENDRA	1	15.00
16. CAMP	08/26/2024	8/10-8/11	FENOCCI, KATIE	1	15.00
17. CAMP	08/09/2024	8-4 TO 8-6	FITZ, ALLEN	1	45.00
18. CAMP	08/02/2024	7/30-8/3	FRITZ, ALLEN	3	45.00
19. CAMP	08/26/2024	8/12-8/13	GALEK, CERRALIN	1	15.00
20. CAMP	08/09/2024	8-2 TO 8-3	GIERTZ, MARYJANE	1	30.00
21. CAMP	08/26/2024	8/24-8/25	GORDON, BARRETT	1	15.00
22. CAMP	08/26/2024	8/23-8/25	GREENWOOD, PEGGY	2	30.00
23. CAMP	08/26/2024	8/23-8/24	IVEY, BUBBA	1	15.00
24. CAMP	08/02/2024	7/28-7/29	KKEM-COTE, DAKOTA	1	15.00
25. CAMP	08/02/2024	8/1-8/2	MCCOMBS, JACK	1	15.00
26. CAMP	08/02/2024	7/27-7/29	PREDMORE, WILLIAM	2	30.00
27. CAMP	08/26/2024	8/16-8/17	RIZZOLI, JOY	1	15.00
28. CAMP	08/02/2024	7/27-7/28	SCHAFFER, KYLE	1	15.00
29. CAMP	08/26/2024	8/24-8/25	SCHAFFER, SIERRA	1	15.00
30. CAMP	08/26/2024	8/15-8/17	SEPULVEDA, JOAQUIN	2	30.00
31. CAMP	08/26/2024	8/19-8/18	SERVAIS, ANGELA	2	30.00
32. CAMP	08/02/2024	7/26-7/27	SIMMONS, MIKE	1	15.00
33. CAMP	08/26/2024	8/23-8/25	SMITH-CROCKER, ANGELA	2	30.00
34. CAMP	08/02/2024	8/1-8/3	STARKS, SAMANTHA	2	30.00
35. CAMP	08/09/2024	08-03 TO 08/09	STEDGE, BARBARA	1	105.00
36. CAMP	08/26/2024	8/10-8/11	STEDGE, BARBARA	1	15.00
37. CAMP	08/09/2024	08-03	VANKDYKE, ANDREW	1	15.00
38. CAMP	08/26/2024	8/23-8/24	VELEY, TIM	1	15.00
39. CAMP	08/09/2024	8-3	WAGONSELLER, JOSHUA	1	15.00
40. CAMP	08/09/2024	8-3	WEIDMANN, AMBROSE	1	15.00
				<b>53</b>	<b>945.00</b>

*Robert A. Vito*  
Camp Beechwood Care taken  
Balanced August 2024  
9/4/2024

<b>Total Sales</b>	<b>53</b>	<b>945.00</b>
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**AUGUST**

**Town of Sodus  
Code Enforcement Report**

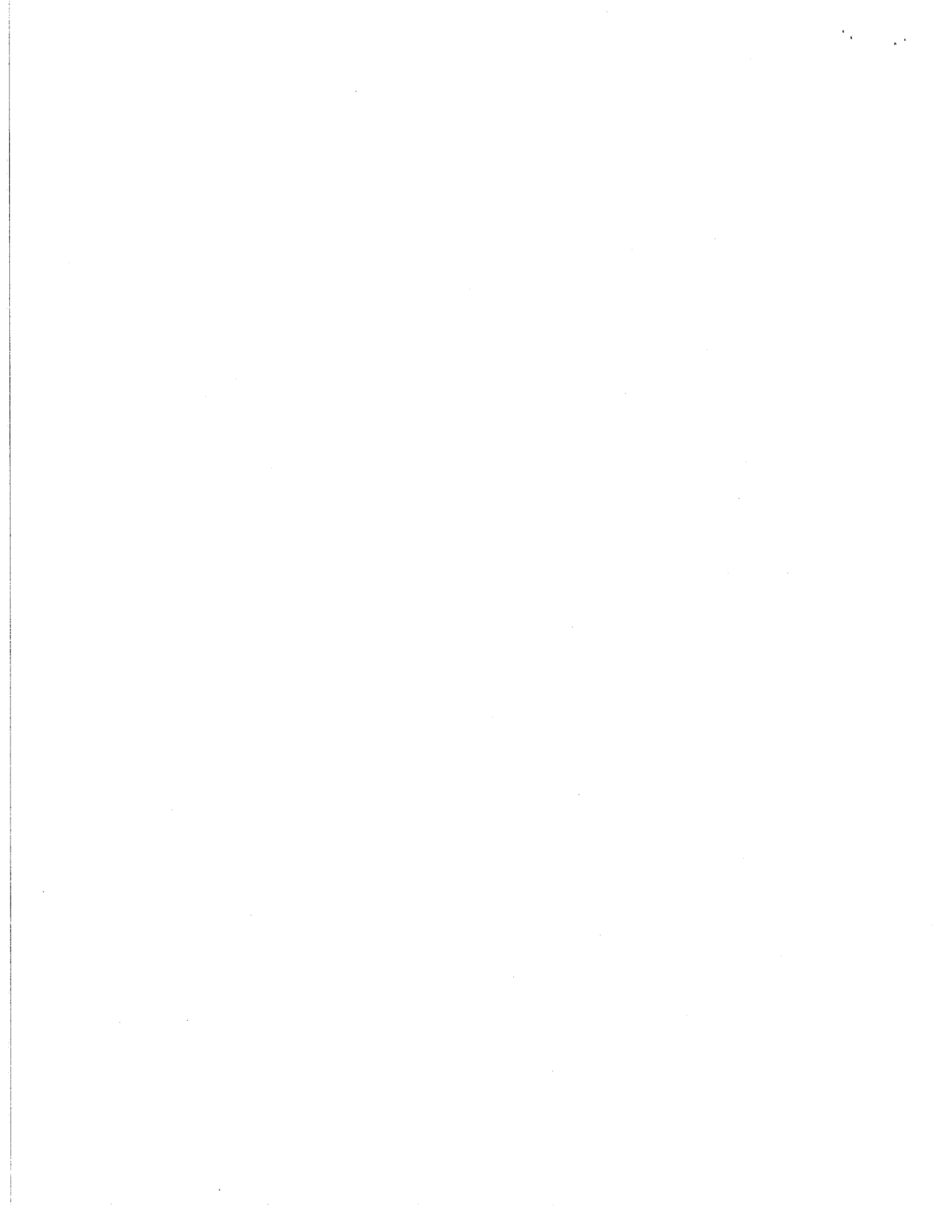
**2024**

CODE	PERMITS	Issued	Construction Cost	Fees Collected
C1	Building Permit			
C2	Additions			
C3	Renovations & Remodeling			
C4	Air Conditioner Condenser			
C5	Boiler			
C6	Sheds & Utility Buildings			
C7	Standby Generator			
C8	Handicapped Accessibility			
C9	Signs	3	\$6,000.00	\$382.50
C10	Telecommunication Towers			
CW	Windmills Capped at \$2,000.00			
CS	Solar Array			
CG	Geothermal			
S2	Septic Replacement	1	\$7,500.00	\$100.00
S3	Septic Repair	4	\$8,150.00	\$200.00
S4	Septic New Install	3	\$23,000.00	\$300.00
G1	Garage			
G2	Wood Shop			
G3	Deck			
G4	Truss			
G5	Wood Deck			
G6	Deck			
G7	Deck	6	\$69,992.00	\$300.00
G8	Deck	1	\$1,330.60	\$50.00
G9	Miscellaneous			
G10	Residential Permit	1	\$500.00	\$4.00
G11	Residential Permit			
G12	Residential Change of Use			
G13	Condemn			
G14	Formal Enforcement			
<b>TOTALS:</b>		<b>41</b>	<b>\$444,656.21</b>	<b>\$3,879.10</b>
Permit Inspections - 34				
APP	Applications	1	Planning/ZBA	100.00
OP	Operating Permits	1	Inspections/Issued	
01	Fire Safety		Inspections	
02	Septic	7	Inspections	700.00
03	Truss	1	Inspections	
04	Special Use Permit Renewal		Inspections	
05	CEO Onsite Consultation	1	Inspections	
06	C of O		Inspections	
Condemned Buildings			Non-Compliant	
C of C		13	Compliant	
Appearance Tickets			Certified Mail	
Property Maintenance Letters		3	Certified Mail	
Septic Transfers			Mailed	
Septic CofC		5	Compliant	
Septic Fail		4	Non-Compliant	
<b>TOTALS:</b>		<b>36</b>		<b>\$800.00</b>

Balance Total: \$4,679.10

*[Signature]*  
Town Clerk  
Balance Date 9-4-24

*[Signature]*  
CEO Clerk  
Balance Date 9-4-24



**AUGUST**

**Town of Sodus  
Code Enforcement Report**

**2024**

CODE	PERMITS	Issued	Construction Cost	Fees Collected
R1	Habitable Res. Buildings	3	\$134,760.00	\$434.00
RM1	MH (single wide same footprint) replacement	1	\$15,000.00	\$300.00
RM2	MH (double wide)			
R2	Additions and Attached Garages	3	\$134,760.00	\$434.00
R3	Enclosed Decks and Porches			
R4	Renovations and Remodeling			
D1	Covered Decks	1	\$2,000.00	\$58.00
D2	Open Decks and Ramps	3	\$4,500.00	\$150.00
D3	Steps and Landings			
R5	Foundation & Foundation Repairs			
R6	Prefabricated Buildings < 150sf	1	\$2,000.00	\$20.00
R7	Sheds & Utility Buildings <400sf	3	\$13,424.51	\$150.00
R8	Pole Barns & Storage Build. 400sf - 749sf			
R9	Pole Barns & Storage Building > 749sf	1	\$20,000.00	\$334.40
R10	Pole Barns & Storage Build. Additions	1	\$3,000.00	\$132.00
R11	Garages (detached)	2	\$28,000.00	\$472.00
R12	Leen Toos	2	\$11,100.00	\$76.80
R13	Signs			
R14	Inground Pool			
R15	Above Ground Pool			
R16	Hot Tub			
RW	Windmills			
RS	Solar Array	1	\$14,399.10	\$71.40
RG	Geothermal			
A1	Labor Camps and Migrant Housing			
AM	Mobile Homes (single wide)			
AM1	MH (single wide same footprint) replacement			
AM2	MH			
A2	Housing Additions			
A3	Garages (detached)			
A4	Building Additions			
A5	Sheds & Utility Buildings < 400sf			
A6	Pole Barns & Storage Build. 400sf - 750sf			
A7	Pole Barns & Storage Build. > 750sf	1	\$80,000.00	\$344.60
A8	Leen Toos			
A9	Signs			
AW	Windmills Capped at \$2,000.00			
AS	Solar Array			
AG	Geothermal			
WR1	Boat House			
WR2	Dock (Permanent)			
WR3	Mooring			
WR4	Deicer			
WR5	Coastal Erosion Revetment (res.& ag.)			
WC6	Coastal Erosion Revetment (commercial)			
WR7	Flood Plain			



# Monthly Report of Marriage Licenses Issued

SEE INSTRUCTIONS AT BOTTOM OF PAGE

Report for the month of  
    AUGUST     20    2024    

City or Town of     SODUS    

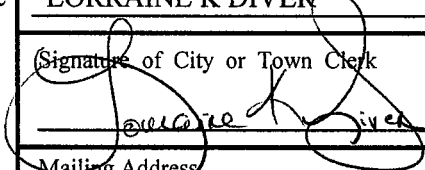
County of     WAYNE    

DEP. NO. \_\_\_\_\_  
 \$ \_\_\_\_\_  
 CHECK # \_\_\_\_\_

DO NOT WRITE IN ABOVE SPACE

Pursuant to the provisions of Section 15 of the Domestic Relations Law, as last amended by Chapter 62 of the Laws of 2003, I herewith transmit to the State Commissioner of Health a fee of twenty-two dollars and fifty cents for each marriage license issued by me during the month covered by this report.

Licenses were numbered from     017     to     021     inclusive. (Total Active Military:     0    )  
 (if ONE license was issued place number in first space only!) (if NO licenses were issued write "NONE" in above space)

Make remittance by CHECK or MONEY ORDER payable to the State Department of Health  DO NOT SEND CASH  Amount of remittance with this report  \$ <u>    112.50    </u>	Name of City or Town Clerk (Please Print) <u>    LORRAINE K DIVER    </u>	
	(Signature of City or Town Clerk) 	Date <u>    09/05/2024    </u>
	Mailing Address <u>    14-16 MILL STREET    </u>	
	<u>    SODUS NY    </u>	Zip <u>    14551    </u>
	E-mail Address <u>    townclerk@sodusny.gov    </u>	Phone <u>    (315) 483-6934    </u>

## INSTRUCTIONS

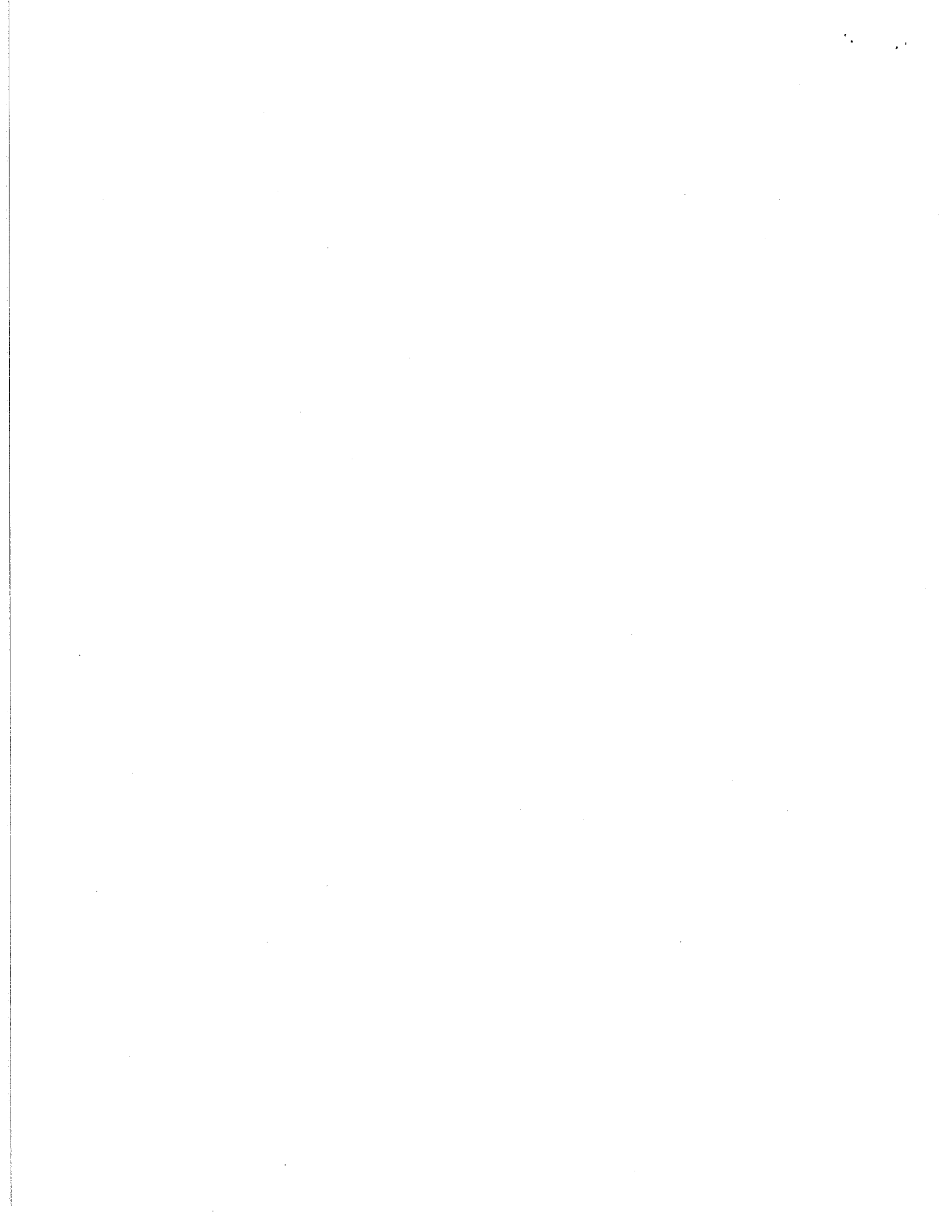
THIS MONTHLY REPORT OF MARRIAGE LICENSES ISSUED MUST BE TRANSMITTED TO THE STATE DEPARTMENT OF HEALTH AT THE ABOVE ADDRESS FOR EACH MONTH regardless of whether or not any licenses were issued. If no licenses were issued, indicate NONE in the space provided for license numbers.

The issuance of a marriage license makes you responsible for the remittance fee of \$22.50 regardless of whether or not the marriage ceremony is ever performed.

Marriage licenses must be numbered and reported consecutively throughout the year starting with number 1 at the beginning of EACH calendar year.

Pursuant to the authority of Section 19 of the New York State Domestic Relations Law, the Commissioner of Health has directed that this report, together with any fee, must be transmitted to the State Department of Health by the 15th of the month following the month which the report covers.

New York State Domestic Relations Law Section 22 provides that any Town or City Clerk who violates or fails to comply with any of the above mentioned reporting or filing requirements, shall be deemed guilty of a misdemeanor and shall pay a fine not exceeding the sum of one hundred dollars on a conviction thereof.





NYS Department of Agriculture and Markets  
Spay and Neuter  
PO Box 975  
Albany, NY 12201-0975

Month of Submission: AUGUST, 2024

County: WAYNE            Town of Sodus

TCV Code: 5412            Wayne Sodus

Prepared by: Lorraine K Diver, Town Clerk

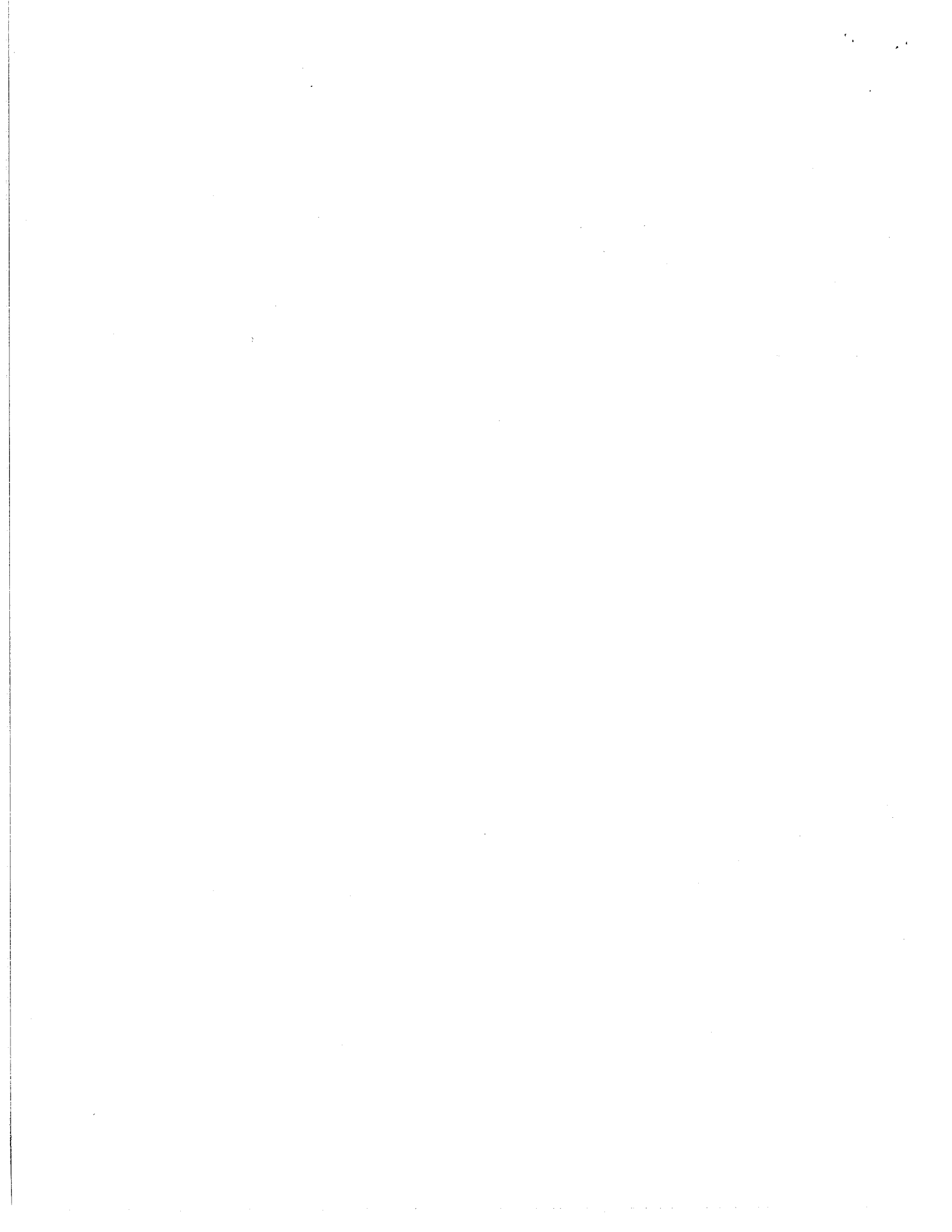
Date Prepared: SEPTEMBER 5, 2024

State of New York  
Department of Agriculture and Markets  
Spay and Neuter  
PO Box 975, Albany, NY 12201-0975

**ANIMAL POPULATION CONTROL PROGRAM SUBMISSION**

Submit by the 5th of the month covering activities  
of the preceding month.

<b>LICENSE TYPES AND FEES COLLECTED</b>	<b>Unspayed/Unneutered - Four months of age or older</b>
Spayed and Neutered Dogs	\$1.00 ea =            \$104.00
Unspayed and Unneutered Dogs	\$3.00 ea =            \$72.00
<b>TOTAL AMOUNT REMITTED</b>	<b>\$176.00</b>
<b>Check Number:</b>	1465



Month Reported: AUGUST, 2024

County: WAYNE

Code: 54

TOWN OF SODUS

Code: 12

Prepared by: LORRAINE K DIVER, TOWN CLERK

Date Prepared: SEPTEMBER 5, 2024

## Dog License Monthly Report

Original ID Dog Licenses sold	<u>15</u>
Original Purebred License sold	<u>0</u>
Dog License Renewals sold	<u>109</u>
Purebred License Renewals sold	<u>0</u>
<b>Total sold</b>	<u><b>124</b></u>

### LICENSE TYPES AND FEES COLLECTED

	<u>Quantity</u>	<u>Local Fees</u>	<u>Surcharge Fees</u>	<u>Other Fees</u>
Spayed and Neutered Dogs	<u>102</u>	\$12.00 ea <u>1072.00*</u>	\$1.00 ea <u>104.00*</u>	<u>20.00</u>
Unspayed and Unneutered Dogs	<u>22</u>	\$15.00 ea <u>343.50*</u>	\$3.00 ea <u>72.00*</u>	<u>20.00</u>
Exempt - Seeing Eye, War, Police	<u>0</u>	<u>No Fee</u>	<u>0.00</u>	<u>No Fee</u>
Purebred License (1-10 dogs) Spayed & Neutered	<u>0</u>	\$22.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (1-10 dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Purebred License (11-25 dogs) Spayed & Neutered	<u>0</u>	\$97.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (11-25 dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
Purebred License (26+ dogs) Spayed & Neutered	<u>0</u>	\$97.00 ea <u>0.00</u>	<u>0.00</u>	
Purebred License (26+ dogs) Unspayed & Unneutered	<u>0</u>	<u>0.00</u>	<u>0.00</u>	
<b>Total licenses sold</b>	<u><b>124</b></u>	<u><b>1415.50</b></u>	<u><b>176.00</b></u>	<u><b>40.00</b></u>

### REPLACEMENT AND PUREBRED TAG ORDERS

Replacement Tags	<u>1</u>	<u>3.00</u>
Purebred Tags	<u>0</u>	<u>0.00</u>
<b>Total tags sold</b>	<u><b>1</b></u>	<u><b>3.00</b></u>

### DISBURSEMENTS

Paid to Supervisor	<u>\$1458.50</u>
Paid to NYS Animal Population Control Program	<u>\$176.00</u>

\*includes discounts  
multiple years fees



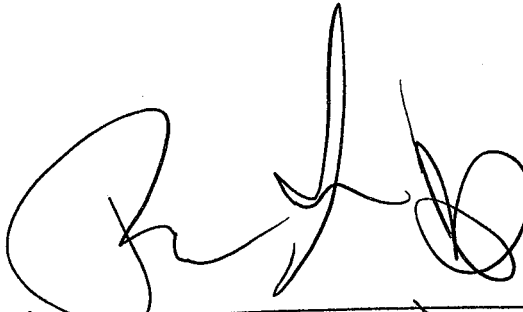
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**TOWN OF SODUS**

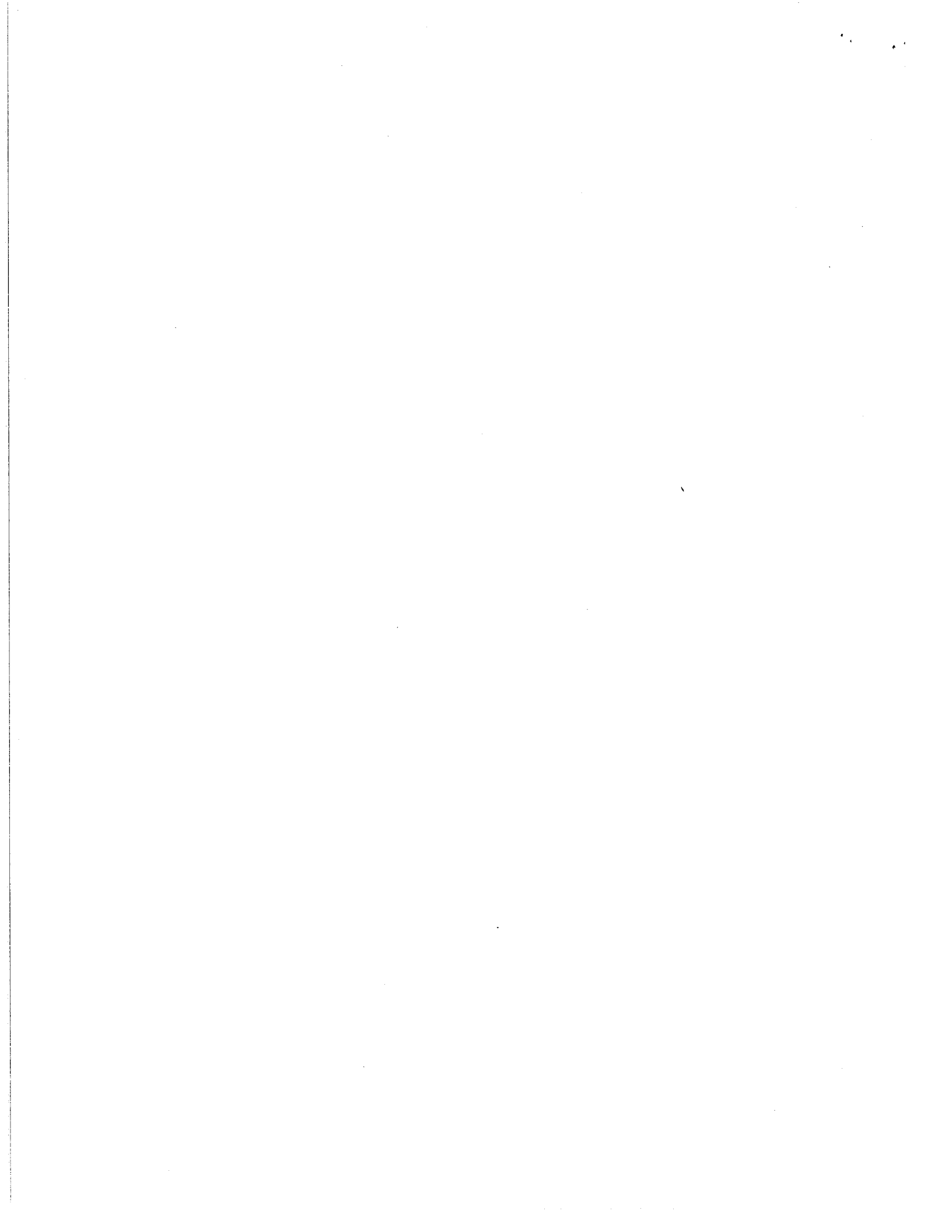
**REC - REC Transaction Report**

For the period 08/01/2024 through 08/31/2024

Type	Date	Comment	Name	Quantity	Fee
1.REC	08/06/2024	SUMMER RECREATION	VENMO TRANSFER	1	25.00
2.REC	08/02/2024	SUMMER REC	VENMO TRANSFER-RECREATION	1	75.00
				<b>2</b>	<b>100.00</b>
<b>Total Sales</b>				<b>2</b>	<b>100.00</b>

  
\_\_\_\_\_  
Recreation Director  
Balanced w/ T/Clerk

9-6-24  
Date



**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
396	FINGER LAKES CONSULTING PROFESSIONAL SERVICES	A1620.48	1,130.00		
397	AGUSTINA TORRES DE MADERA LANGUAGE INTERPRETER	A1110.4	257.52		
398	THERESA RYAN 120 BANK MILES @ .67	A1110.4	80.40		
399	LAKE COUNTRY DISTRIBUTING 052441/MUNICIPAL WATER	A1620.4	26.00		
400	PATON'S MARKET PLACE WATER	A1620.4	2.49		
403	KYLE KEPHART DOG CONTROL 130 MILES @.67	A3510.4	87.10		
403	KYLE KEPHART BEECHWOOD 34 MILES @ .67	A7110.45	22.78		
403	KYLE KEPHART CEMETERY 187 MILES @.67	A8810.4	125.29		
404	ROBERT SNYDER 271 DCO MILEAGE @.67	A3510.4	181.57		
405	KATY MILLER REIMBURSEMENT SUMMER REC-SEE REC DIRECTOR NOTE	A7310.4	325.00		
406	WAYNE COUNTY WATER & SEWER 12-0890.00/BEECHWOOD	A7110.45	198.00		
407	ALLIANCE DOOR & HARDWARE, INC 79449/KEYS & LOCK HIGHWAY BARN	A5132.4	325.00		
408	PITNEY BOWES GLOBAL FINANCIAL 3319552944/POSTAGE MACHINE LEASE	A1670.4	276.06		
409	CHARTER COMMUNICATIONS 121076301082124/COURT	A1110.4	142.38		
409	CHARTER COMMUNICATIONS 121076301082124/SUPERVISOR	A1220.4	71.20		
409	CHARTER COMMUNICATIONS 121076301082124/ASSESSOR	A1355.4	71.20		
409	CHARTER COMMUNICATIONS 121076301082124/TOWN CLERK	A1410.4	142.39		
409	CHARTER COMMUNICATIONS 121076301082124/HIGHWAY	A5132.4	99.88		
410	STAPLES ADVANTAGE 6011122456/OFFICE SUPPLIES-TONER FOR FLYERS	A7550.48	153.59		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - TOWNWIDE**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
410	STAPLES ADVANTAGE 6011122457/OFFICE SUPPLIES-TONER FOR FLYERS	A7550.48	183.23		
411	HUMANE SOCIETY OF WAYNE COUNTY ADMISSION-BOARDING-ADOPTED	A3510.4	180.00		
412	JROCHESTER GAS AND ELECTRIC 2001-1351-002/AT LARGE STREET LIGHTING	A5132.4	918.30		
413	VILLAGE OF SODUS SEPTEMBER RENT	A1620.4	2,000.00		
<b>Total:</b>			<b>6,999.38</b>		



**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**GENERAL FUND - OUTSIDE VILLAGE**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
401	WAYUGA PRINTING & PUBLISHING 668B2FFD1-0014/ZBA LEGAL NOTICE	B8010.4	37.68		
402	FRANK GAHR CODE ENF. 504.10 MILES @ .67	B3620.4	337.74		
409	CHARTER COMMUNICATIONS 121076301082124/CODE ENF.	B3620.4	71.20		
410	STAPLES ADVANTAGE 6011122458/OFFICE SUPPLIES-ZBA LAW	B8010.4	22.20		
<b>Total:</b>			<b>468.82</b>		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**CM1 - PARKS**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
12	COUNTRY HARDWARE MULTIPLE/PARTS	CM1-7110.4	107.41		
Total:			107.41		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - TOWNWIDE**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
214	COUNTRY HARDWARE PARTS	DA5130.4	6.78		
215	TRACTOR SUPPLY CREDIT PLAN 200912509/PARTS	DA5130.4	59.99		
216	E & V ENERGY CORP 53829/850 GAL DIESEL @\$2.5895	DA5130.4	2,201.08		
218	HAUN WELDING SUPPLY INC. 226240/CYLINDERS	DA5130.4	35.96		
219	LANDPRO EQUIPMENT 3067549/PARTS	DA5130.4	38.84		
220	PAIGE EQUIPMENT 59823/PARTS	DA5130.4	3.92		
220	PAIGE EQUIPMENT 59828/PARTS	DA5130.4	145.99		
221	DOLOMITE PRODUCTS CO, INC 1180180/SAND	DA5142.4	793.98		
221	DOLOMITE PRODUCTS CO, INC 1181308/SAND	DA5142.4	5,779.70		
224	SOUTHWORTH-MILTON CAT SCINV842805/PARTS	DA5130.4	1,395.86		
<b>Total:</b>			<b>10,462.10</b>		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**HIGHWAY FUND - OUTSIDE VILLAGE**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
217	HEIDELBERG MATERIALS NE-NY LLC 4527925/FINE BINDER	DB5110.4	2,455.20		
222	SUIT-KOTE CORP IN062230/HILL RD, STELL RD, STATE ST.	DB5112.3	50,495.12		
222	SUIT-KOTE CORP IN062609/STATE ST	DB5112.3	32,196.06		
223	SMITH'S GRAVEL PIT 12354/GRAVEL	DB5110.4	2,337.44		
225	SYRACUSE SAND & GRAVEL 602540/CRUSHER RUN	DB5110.4	495.47		
<b>Total:</b>			<b>87,979.29</b>		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**ALTON LIGHTING DISTRICT**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
15	JROCHESTER GAS AND ELECTRIC 2001-1350-848/ALTON LIGHTING DISTRICT	SL1-5182.4	534.51		
<b>Total:</b>			534.51		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**SODUS CENTER LIGHTING DISTRICT**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
15	ROCHESTER GAS AND ELECTRIC 2001-1350-939/SODUS CENTER LIGHTING DISTRICT	SL2-5182.4	259.67		
<b>Total:</b>			259.67		

**TOWN OF SODUS**  
**Abstract of Unaudited Vouchers**  
**WALLINGTON LIGHTING DISTRICT**

Total Claims: \$107,099.09

09/10/2024

Number 017

Voucher #	Claimant	Account #	Amount	Check	Date
15	ROCHESTER GAS AND ELECTRIC 2001-1350-756/WALLINGTON LIGHTING DISTRICT	SL3-5182.4	287.91		
Total:			287.91		





**AUGUST**

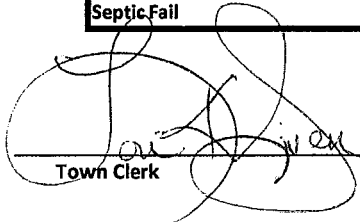
**Town of Sodus  
Code Enforcement Report**

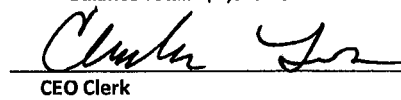
**2024**

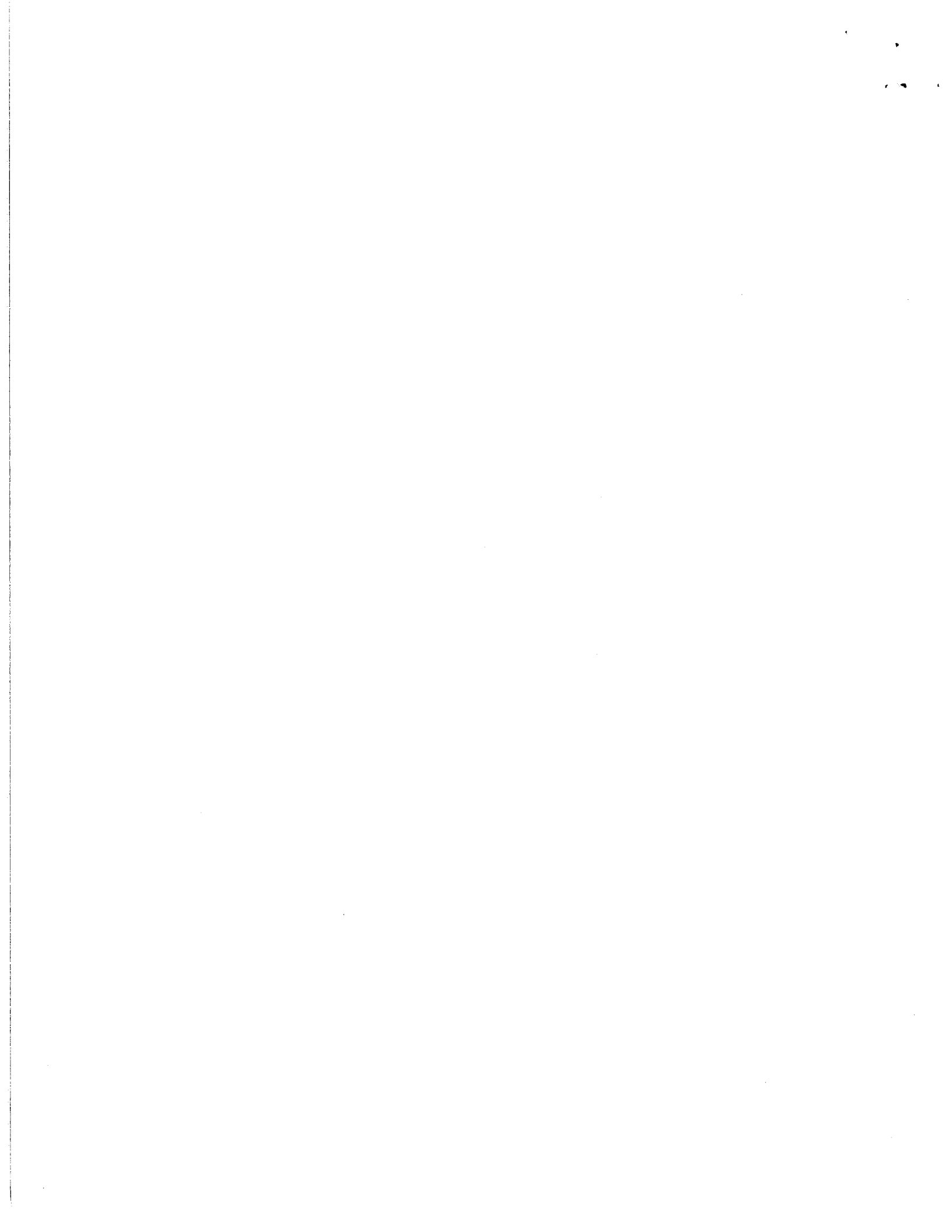
CODE	PERMITS	Issued	Construction Cost	Fees Collected
C1	Building Permit			
C2	Additions			
C3	Renovations & Remodeling			
C4	Air Conditioner Condenser			
C5	Boiler			
C6	Sheds & Utility Buildings			
C7	Standby Generator			
C8	Handicapped Accessibility			
C9	Signs	3	\$6,000.00	\$382.50
C10	Telecommunication Towers			
CW	Windmills Capped at \$2,000.00			
CS	Solar Array			
CG	Geothermal			
S2	Septic Replacement	1	\$7,500.00	\$100.00
S3	Septic Repair	4	\$8,150.00	\$200.00
S4	Septic New Install	3	\$23,000.00	\$300.00
G1				
G2				
G3				
G4				
G5				
G6				
G7		6	\$69,992.00	\$300.00
G8		1	\$1,330.60	\$50.00
G9				
G10		1	\$500.00	\$4.00
G11				
G12				
G13				
G14				
<b>TOTALS:</b>		<b>41</b>	<b>\$444,656.21</b>	<b>\$3,879.10</b>

<b>Permit Inspections - 34</b>				
APP	Applications	1	Planning/ZBA	100.00
OP	Operating Permits	1	Inspections/Issued	
01	Fire Safety		Inspections	
02	Septic	7	Inspections	700.00
03	Truss	1	Inspections	
04	Special Use Permit Renewal		Inspections	
05	CEO Onsite Consultation	1	Inspections	
06	C of O		Inspections	
<b>Condemned Buildings</b>			<b>Non-Compliant</b>	
	C of C	13	Compliant	
	Appearance Tickets		Certified Mail	
	Property Maintenance Letters	3	Certified Mail	
	Septic Transfers		Mailed	
	Septic CofC	5	Compliant	
	Septic Fail	4	Non-Compliant	
<b>TOTALS:</b>		<b>36</b>		<b>\$800.00</b>

Balance Total: \$4,679.10

  
 Town Clerk  
 9-4-24  
 Balance Date

  
 CEO Clerk  
 9-4-24  
 Balance Date

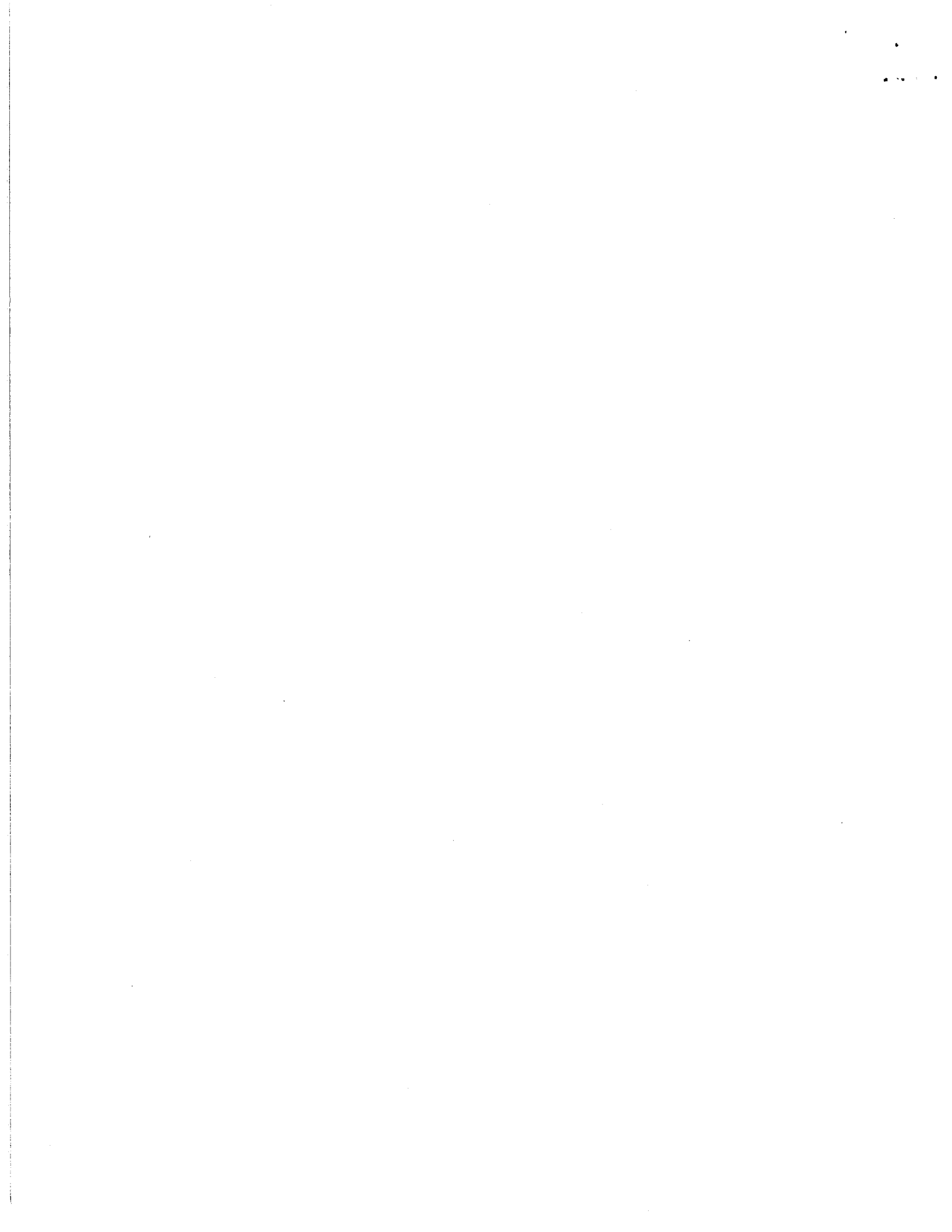


**AUGUST**

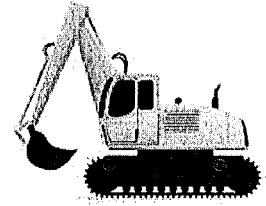
**Town of Sodus  
Code Enforcement Report**

**2024**

CODE	PERMITS	Issued	Construction Cost	Fees Collected
R1	Habitable Res. Buildings	3	\$134,760.00	\$434.00
RM1	MH (single wide same footprint) replacement	1	\$15,000.00	\$300.00
RM2	MH (double wide)			
R2	Additions and Attached Garages	3	\$134,760.00	\$434.00
R3	Enclosed Decks and Porches			
R4	Renovations and Remodeling			
D1	Covered Decks	1	\$2,000.00	\$58.00
D2	Open Decks and Ramps	3	\$4,500.00	\$150.00
D3	Steps and Landings			
R5	Foundation & Foundation Repairs			
R6	Prefabricated Buildings < 150sf	1	\$2,000.00	\$20.00
R7	Sheds & Utility Buildings <400sf	3	\$13,424.51	\$150.00
R8	Pole Barns & Storage Build. 400sf - 749sf			
R9	Pole Barns & Storage Building > 749sf	1	\$20,000.00	\$334.40
R10	Pole Barns & Storage Build. Additions	1	\$3,000.00	\$132.00
R11	Garages (detached)	2	\$28,000.00	\$472.00
R12	Leen Toos	2	\$11,100.00	\$76.80
R13	Signs			
R14	Inground Pool			
R15	Above Ground Pool			
R16	Hot Tub			
RW	Windmills			
RS	Solar Array	1	\$14,399.10	\$71.40
RG	Geothermal			
A1	Labor Camps and Migrant Housing			
AM	Mobile Homes (single wide)			
AM1	MH (single wide same footprint) replacement			
AM2	MH			
A2	Housing Additions			
A3	Garages (detached)			
A4	Building Additions			
A5	Sheds & Utility Buildings < 400sf			
A6	Pole Barns & Storage Build. 400sf - 750sf			
A7	Pole Barns & Storage Build. > 750sf	1	\$80,000.00	\$344.60
A8	Leen Toos			
A9	Signs			
AW	Windmills Capped at \$2,000.00			
AS	Solar Array			
AG	Geothermal			
WR1	Boat House			
WR2	Dock (Permanent)			
WR3	Mooring			
WR4	Deicer			
WR5	Coastal Erosion Revetment (res.& ag.)			
WC6	Coastal Erosion Revetment (commercial)			
WR7	Flood Plain			



Town of Sodus Highway Department  
Jared Laird Highway Superintendent  
84 Rotterdam Rd  
Sodus, NY 14551  
315-483-6934 ext. 7 (Office)  
315-483-4038 (Fax)  
315-573-4876 (Cell)  
Email: [highwaysup@sodus.ny.gov](mailto:highwaysup@sodus.ny.gov)



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## August 2024 Highway Report

### Weekly Work Reports

8/1/24-8/11/24

#### In House Work

- Worked on drainage project on Centenary Rd
- Mow Rd sides and town Parks
- Swept Rds from oil and stone. Rotterdam, Maxwell, and Brantling Hill
- Clean Break room, office, and bathroom
- Picked up fallen tree on Robinson Rd
- Worked on list to paint center lines on town rds
- Ditching on McMullen Rd
- State street project. Grind the Rd

#### Vendor Repair (none)

#### Truck Repair and Maintenance

- Worked on painting truck 5
- Worked on truck 3 box.

#### In Kind Service

- (out) Wayne county Highway 2 trucks (3 Days)

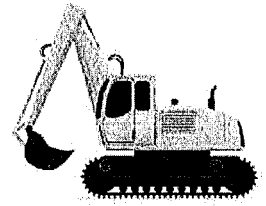
8/12/24-8/18/24

#### In House Work

- State street project. (pave)
- Mow Rds and parks
- Picked up 3 fallen trees on Redman Rd

Town of Sodus Highway Department  
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8/12/24-8/18/24 (con't)

- Finished Centenary drainage project
- Start hauling sand for snow removal
- Changed a couple signs at Harriman Park
- Cleaned up tree on Sodus Shores Rd
- Cut shoulders on Barclay Rd
- Hauled 2 loads stone (1a's) for oil and stone
- Repaired intersection on Brantling Hill Rd
- Brought truck 03 to Eagle nut and bolt to get estimate to replace box
- Replace DI on Richardson Rd

**Vender Repair**

- Replace radiator truck 03 (Williamson auto)

**Truck Repair and Maintenance**

- Cleaned trucks and looked them over

**In kind service**

- (in) Williamson 2 trucks, Ontario 2 trucks pave State Street

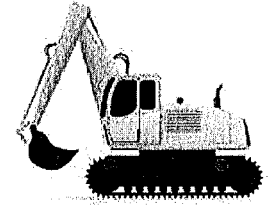
8/19/24-8/25/24

**In House Work**

- Worked on reshaping Price Dr
- Patrolled for wash outs after heavy rain storm
- Hauled sand
- Mowed Rds and Parks
- Cut shoulder and ditch on Deneef Rd
- Picked up tree on Podger Rd

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8/19/24-8/25/24 (con't)

- Flushed 2 pipes on Deneef Rd
- Picked up roller from town of Ontario
- Put up loose stone signs

**Vendor Repair**

- Replace hydraulic pump on mowing tractor (Hoover repair)

**Truck Repair and Maintenance**

- Painted box and tailgate truck 5
- Grease Rd side mowing tractors

**In Kind Service**

- (out)1 day 2 trucks Wayne County Highway

8/26/24-8/30/24

**In House Work**

- Oil and stone Newark, Hill, Stell, and State street
- Put shoulders on Brantling Hill Rd
- Mow Rd sides and Parks
- Finish work (yards) on Brantling Hill
- Replace cross culvert on Richardson Rd
- Move equipment to Sergeant Rd to work on fixing holes

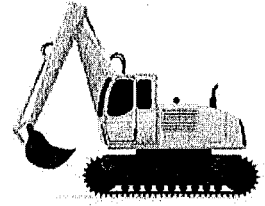
**Vendor Repair (none)**

**Truck Repair and Maintenance**

- Put bearing on roller drum on mowing tractor

Town of Sodus Highway Department  
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Email: [highwaysup@sodus.ny.gov](mailto:highwaysup@sodus.ny.gov)

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8/26/24-8/30/24 (con't)

**In Kind Service**

--(out)2 trucks to Ontario to pave

**Fuel Usage**

--Tank 1    41387        --Tank 2    22125    Total 1602 gallons

2010 Dodge Ram to Wilberts Salvage Yard

Jared Laird

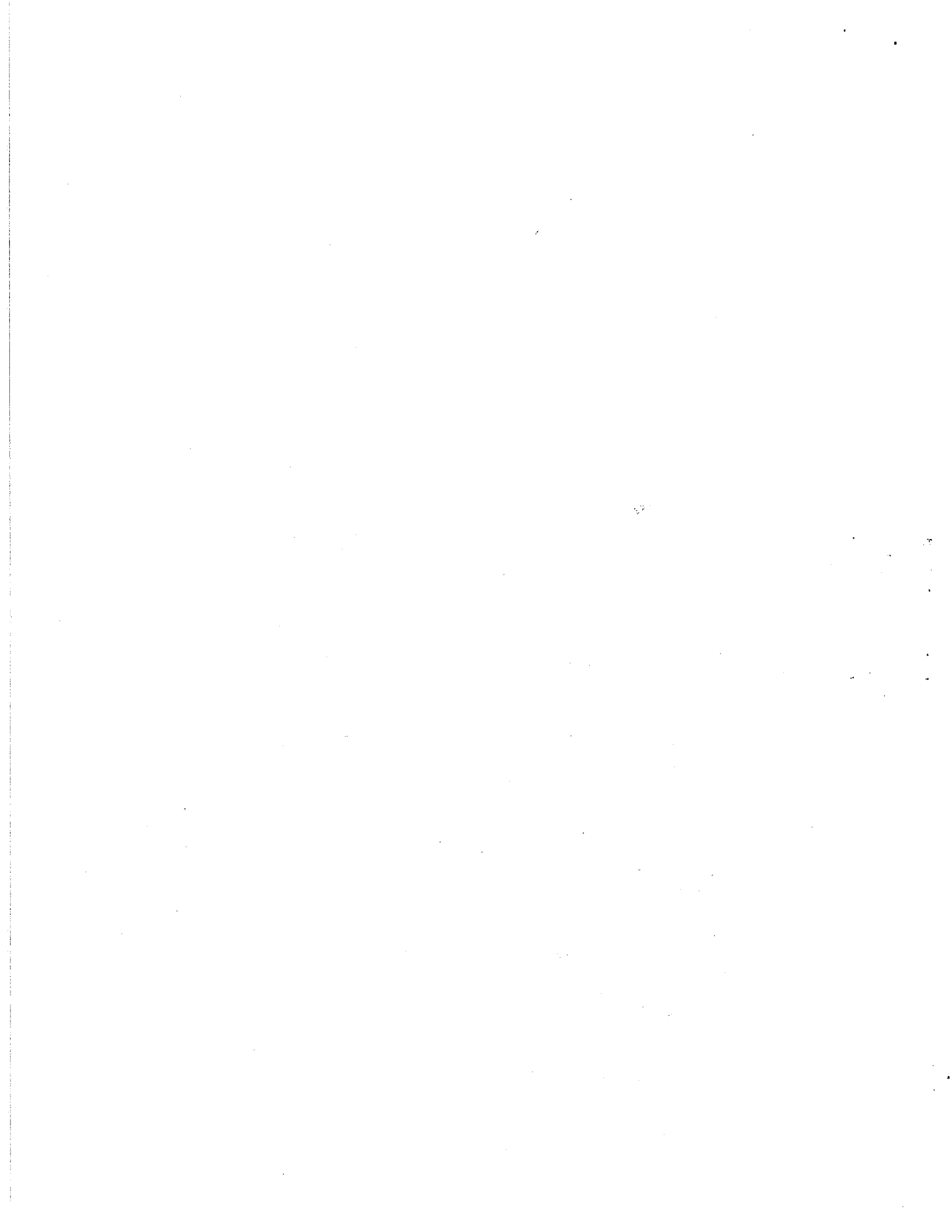
Sodus Town Highway Superintendent



TOWN OF SODUS DOG CONTROL REPORT

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village ✓	Sodus Point ✓	Sodus Town ✓	Follow up Required ✓
	Leave/Start	Return/End					
8/11			Dogs running Tunley + Lake Rd. No dogs seen			X	
8/16	12:00	2:00 pm	R.A.L. Bearhill Rd Taken to Humane Society - then to Lyons vet to get checked and back to humane Society			X	
8/18	9:45 Am	11:00 Am	R.A.L. Bond Rd Sodus 911 Call Roodle			X	
8/13	4:00 pm	4:30 pm	Dog Complaint 9 Smith St	X			
8/22			Dog Complaint Possible dog stolen from Sodus on Depot St 261cott			X	
8/23	9:00 Am	10:15 Am	R.A.L. Redman Rd Dog taken to humane Society			X	
8/26	4:30 pm	5:30 pm	Dog Complaint Chaplin Rd			X	
8/29	9:30 Am	10:00 Am	R.A.L. Ridge Rd No dog seen			X	
8/30	2:30 pm	4:30 pm	Humane Society to Williamson Vet for check-up back to humane Society			X	

Signature: 



**Town of Sodus**  
**Mileage Tracking and Reimbursement**

Name Robert Snyder

Start Date 8-1-24

End Date 8-31-24

Current Rate ~~0.655~~

07 cents

Department DCO

Date	Business Purpose	Start Odometer	End Odometer	Miles	Notes
8-1	Dog running	6766	6782	16	
8-6	R.A.L	6969	7015	46	Humane Society + Lyons Vet
8-8	R.A.L	7070	7104	34	Humane Society
8-13	Dog Complaint	7307	7313	6	
8-22	Dog Complaint	7657	7679	22	
8-23	R.A.L	7713	7759	46	Redman Rd + Humane Society
8-26	Dog Complaint	7805	7815	10	
8-28	R.A.L	7848	7861	13	
8-30		7925	8003	78	Humane Society + Calloway Vet + Back

Total Miles Driven 271

Total Reimbursement \_\_\_\_\_

Signature Robert Snyder

Additional Notes \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



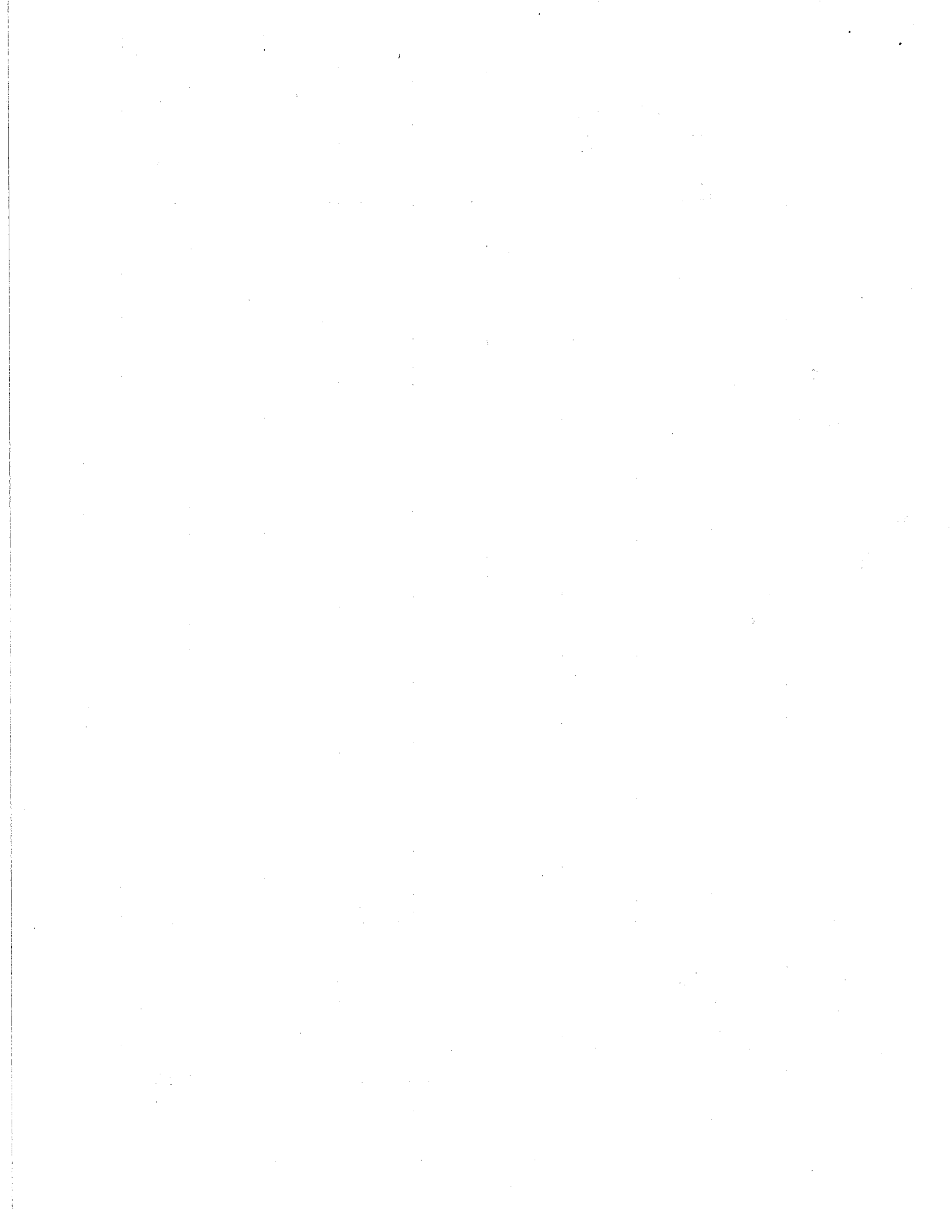
TOWN OF SODUS DISTRICT CONTROL REPORT

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village ✓	Sodus Point ✓	Sodus Town ✓	Follow up Required ✓
	Leave/Start	Return/End					
8-2	6:28	7:15	2-answered 7890 dog barking			X	
8-5	4:30	5:15	2-answered the 2 dogs that were barking as of 8-5 leave dogs & new lock			X	
8-5	11:45	12:15	call from 911 returned dog to owner			X	
8-6	10:00	10:30	leave dog from 8 Green Hill			X	
8-16	9:45	1:30	Dog complaint	X			
8-16	8:15	9:15	leave dog			X	
8-19	8:30	11:00	leave dog			X	
8-23	9:00	10:00	leave dogs '2'			X	
8-30	8:30	10:30	took dog to Pennel			X	

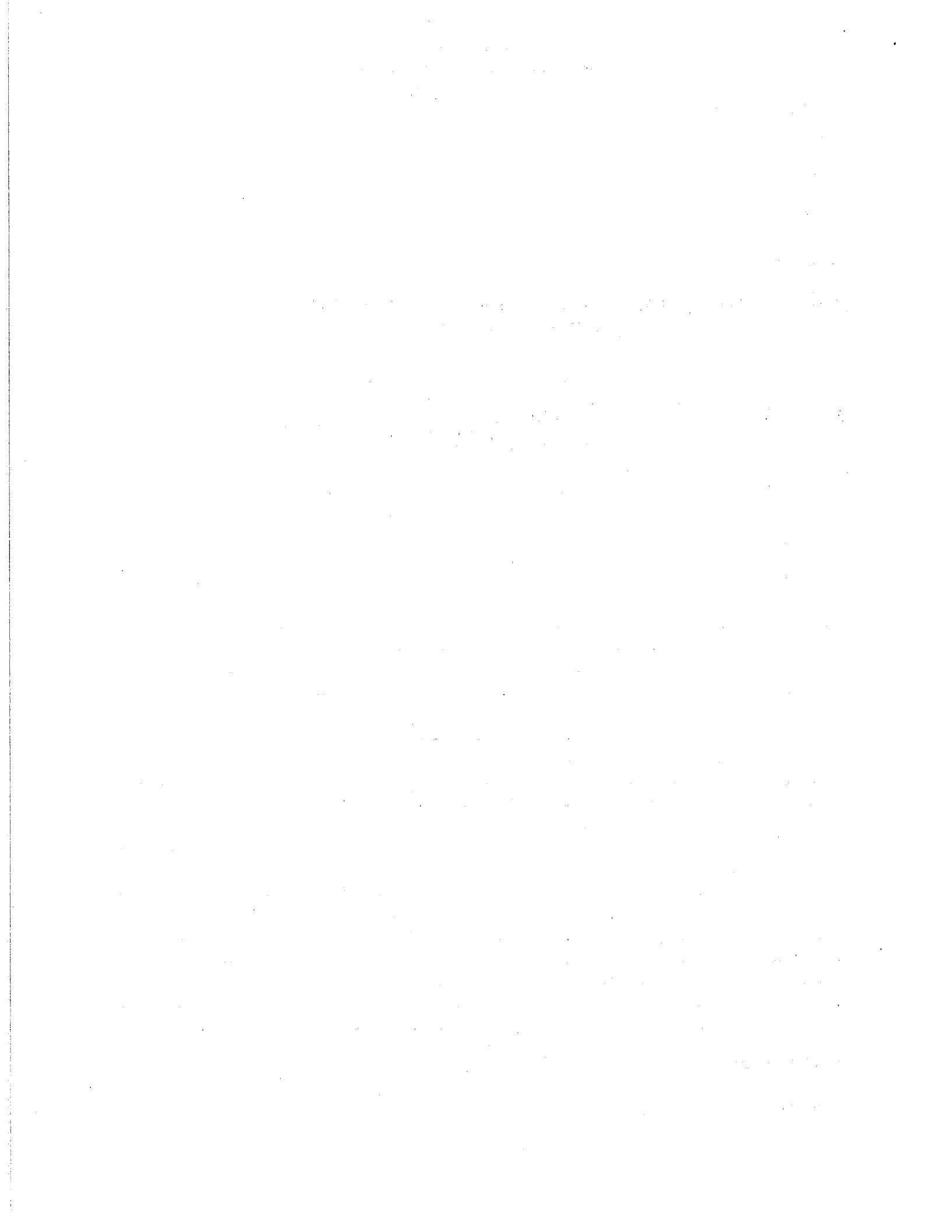
Log administrative and phone time, unless included in incident report.

Signature:

*[Handwritten Signature]*









September 10, 2024, 6:00 pm Board Meeting (Chris Tertinek)

**Augusty 2024**

**Overview of Code Enforcement (Frank Gahr)**

	<u>YTD</u>
41 Permits issued. Up 6 from the previous month.	144
47 Total inspections. Up 11 from the previous month.	249
\$4,493.60 fees collected. Down 7.5% from the previous month.	\$24,027.70
\$834,516.91 construction cost. Up 81.5% from the previous month.	\$3,190,965.98
32 letters written. Up 19 from the previous month.	181

**July 2024**

**Overview Dog Control (Robert Snyder, backup Kyle Kephart)**

10 Administrative trips

5 Dog action trips

    2 Dog Running at large

    3 Picked up dog

Call distribution.	<u>YTD</u>
4 Village of Sodus	17
0 Village of Sodus Point	0
9 Town of Sodus	48
0 Newark	1
0 Lyons	1

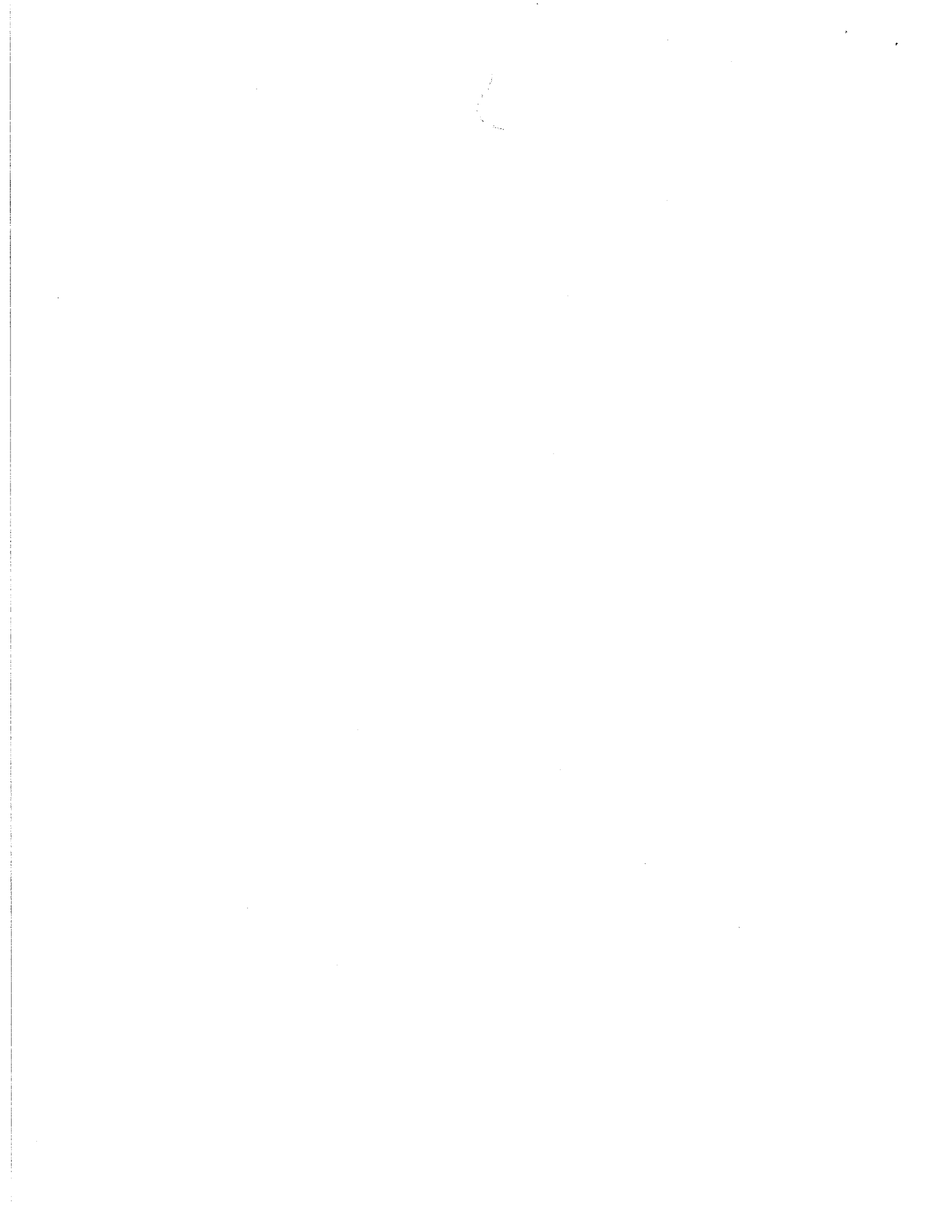
**Lake Level (ASL = Above Sea Level)**

Lake at 245.67' ASL at end of August. About 4" lower than end of July

At the end of Aug 2024, about 5" lower than at end of Auguste 2023.

The end of August 2024 level is about 5" lower than historical average.

Long term forecast for mid-February of 2025 is 244.7' ASL. About 2" lower than long-time average, and about 3" lower 2024 mid-February.





# TOWN OF SODUS ASSESSOR'S OFFICE

---

Date: September 3, 2024

Respectfully Submitted by: Nathan Mack

## AROUND THE OFFICE

- I have been unable to access my main database for the program I use since August 19<sup>th</sup> when the Sodus server went down. It has been difficult to assist taxpayers, work on valuations and help people with exemptions as the program holds all of the information. Hopefully in the future physical backups will be in place so the data is recovered quickly and everyone can be up and running without much delay.
- The School Districts have sent out tax bills to property owners in Wayne County. Our office is in cooperation with assisting Taxpayers who may have questions or providing them with resources to help understand/gather information.
- As it was last year, Seniors who signed up for the Income verification program previously with New York State do not need to complete an annual renewal for the Enhanced Star. New York State will contact them directly if they have any questions. Exemption Renewals for the agricultural land exemption and the low-income senior exemption will be mailed out later in the year.
- Homeowners who have signed up directly with New York State for the STAR credit check will be mailed their check sometime this month. If you are signed up for the check instead of the exemption and do not receive it by the end of September you can contact New York State directly at (518) 457-2036.



## Lori Diver

---

**From:** Paulina Anderson <sodusrecandfun@gmail.com>  
**Sent:** Thursday, September 5, 2024 5:14 PM  
**To:** Lori Diver  
**Subject:** Report and venmo  
**Attachments:** Screenshot\_20240905\_170240\_Venmo.jpg

### August Directors Report

Week 1- we had a wave of Pink eye cycle through taking out kids one at a time and staff. I was taken out myself on Aug 1st. We had sodus fire police and EMT visit and the report from Amanda the assistant direct was sent previously

Week 2 we had one student that harmed one of our staff and it was decided they were suspended from program and could return the following Monday. The parent wasn't thrilled however understood.

### Week 3

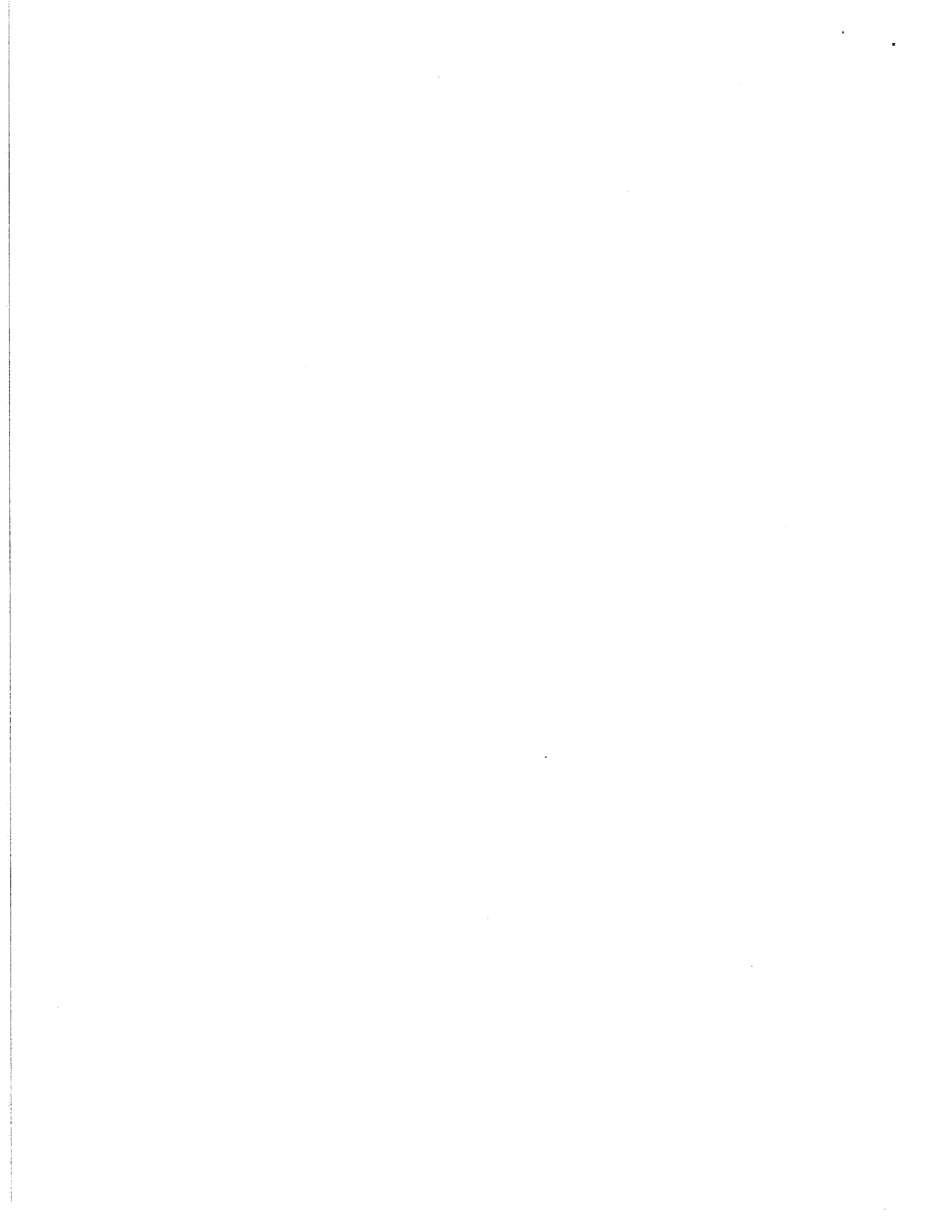
Final week. The suspended child was returned and integrated back well. The final day was full of fun such as a parade followed by dump tank, bounce house, carnival games, Snowcone, popcorn, cotton candy, music and Photobooth. The talent showcase was a huge hit and is deffinitely being done again next year.

### Week 4

Took a bit of a break as school starts soon.

### Week 5

Submitted a refund for Katy Miller with all information required.



## Lori Diver

---

**From:** Salvatore Vittozzi <salvittozzi@gmail.com>  
**Sent:** Thursday, September 5, 2024 10:00 AM  
**To:** Lori Diver  
**Subject:** Beechwood report august

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

August was another busy month here at the park. Daily attendance has been at peak summer levels and the park has been bustling with people all day long. Camping was consistent as well and we brought in \$945 in camping fees for the month. We also hosted two scout camping trips. On the 20th a new park bench was donated by Trail Works and a dedication of the bench was held for Bethany Comella, a Trail Works board member and Beechwood regular who had recently passed away. Consistent spurts of rain throughout the month kept mowing and trail maintenance non-stop for august. The same went for the cemeteries. The addition of Kyle Kephardt to the park's staff has allowed us to keep everything on schedule easier, as well as letting some smaller projects that would normally be pushed to the wayside til the end of the season get attended to. Sodus town resident, Frank Smith, has been volunteering consistently at the park all summer and has allowed use of his small skid steer to help with clearing areas of the park. A new metal gate was installed at our east entrance as well in august. This should hopefully help with any confusion of park hours and people granting themselves access to the park during the hours where the park is closed.



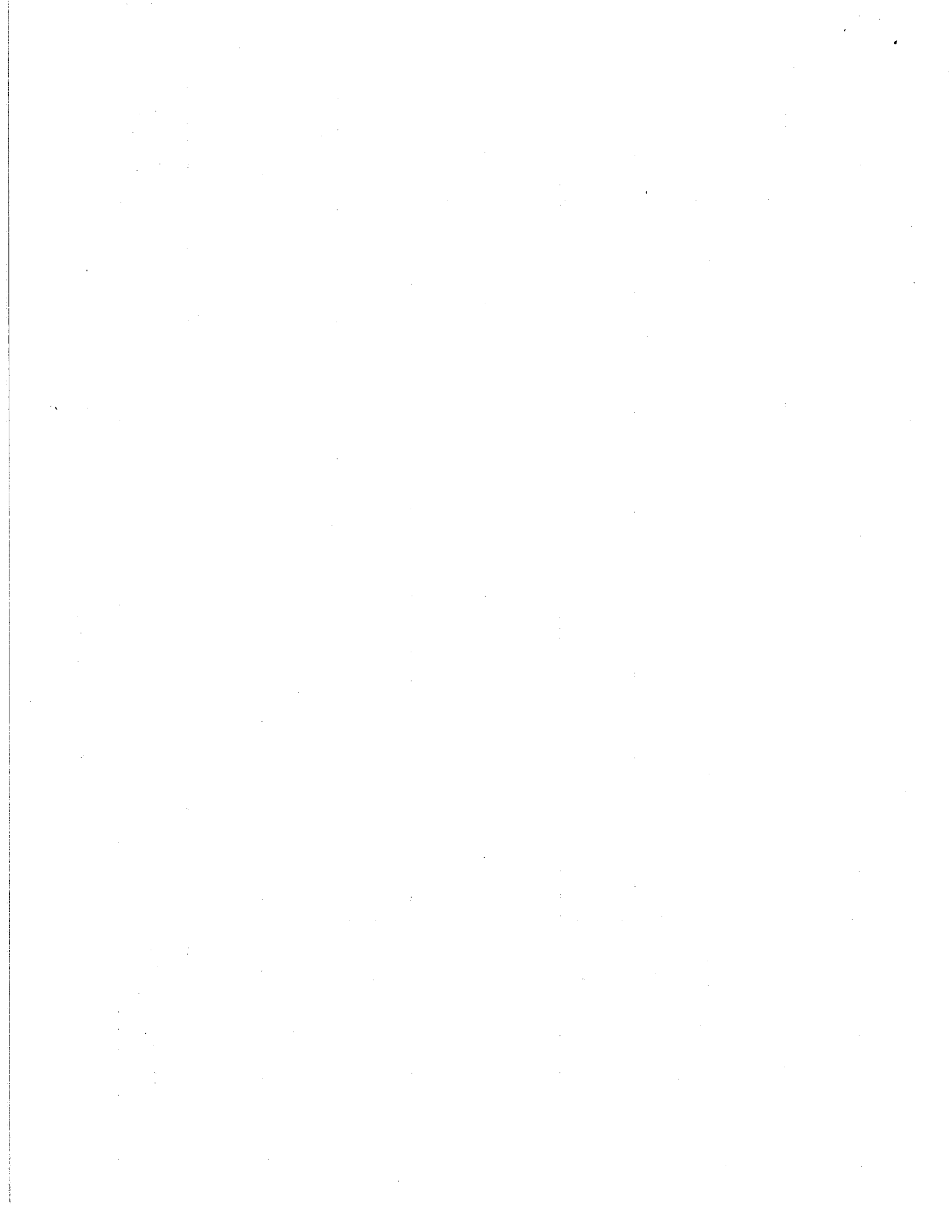


*Camp Bealwood* *Care series*  
**TOWN OF SODUS DISTRICT CONTROL REPORT**

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village ✓	Sodus Point ✓	Sodus Town ✓	Follow up Required ✓
	Leave/Start	Return/End					
8-27	8:00	3:30	Mowing Sodus Center			X	
8-29	8:00	11:30	Mowing Open Road			X	

Log administrative and phone time, unless included in incident report.

Signature: *[Handwritten Signature]*



*Comp Backwood - Genevieve*

TOWN OF SODUS DISTRICT CONTROL REPORT

Date	TIME, 24 Hr. Clock		Nature of Incident / Call	Sodus Village ✓	Sodus Point ✓	Sodus Town ✓	Follow up Required ✓
	Leave/Start	Return/End					
8-5	8:00	4:30	Mowing golf ball & saline water			X	
8-7	8:00	12:00	Mowing entry road 2 on Side Road			X	
8-13	8:00	1:00	Mowing & tree trimming			X	
8-14	8:00	1:00	SIGNS + Camera			X	
8-15	11:00	2:00	Mowing			X	
8-20	8:00	12:00	Mowing			X	
8-22	8:00	12:00	Entrance to comp Backwood			X	
8-23	8:00	9:00	Mowing			X	
8-24	1:30	4:30	Mowing & weed control			X	

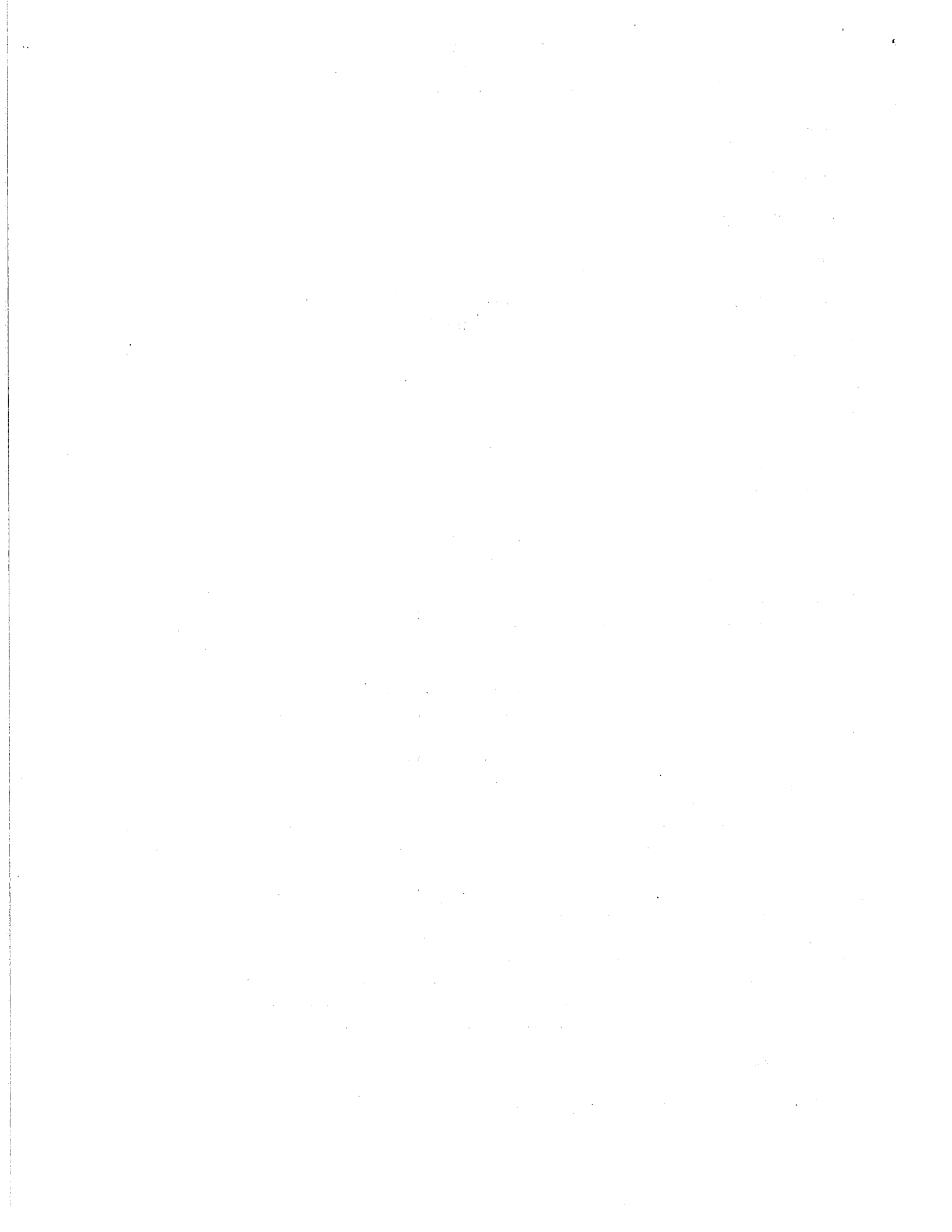
Log administrative and phone time, unless included in incident report.

Signature:

*Debra Roberts*







## Supervisor Clerk

---

**From:** Kelly, Lauren E <Lauren.Kelly@charter.com>  
**Sent:** Wednesday, July 24, 2024 3:00 PM  
**To:** Supervisor Clerk  
**Subject:** Draft Franchise Renewal  
**Attachments:** TownofSodusDraftFA2024.docx; Sample Resolution and Public Hearing Notice T.Sodus.docx

Good afternoon, Supervisor Johnson.

Our cable franchise with the Town of Sodus has expired, and I have attached a new draft here, along with a sample resolution and public hearing notice. I am happy to attend your public hearing to answer any questions from your Board as well.

Please let me know if you have any questions about the renewal – I can be reached on my cell: 585.797.5395.

Of the other expired agreements in Wayne County, I have recently renewed the Towns of Huron and Macedon.

Thank you and have a great afternoon.

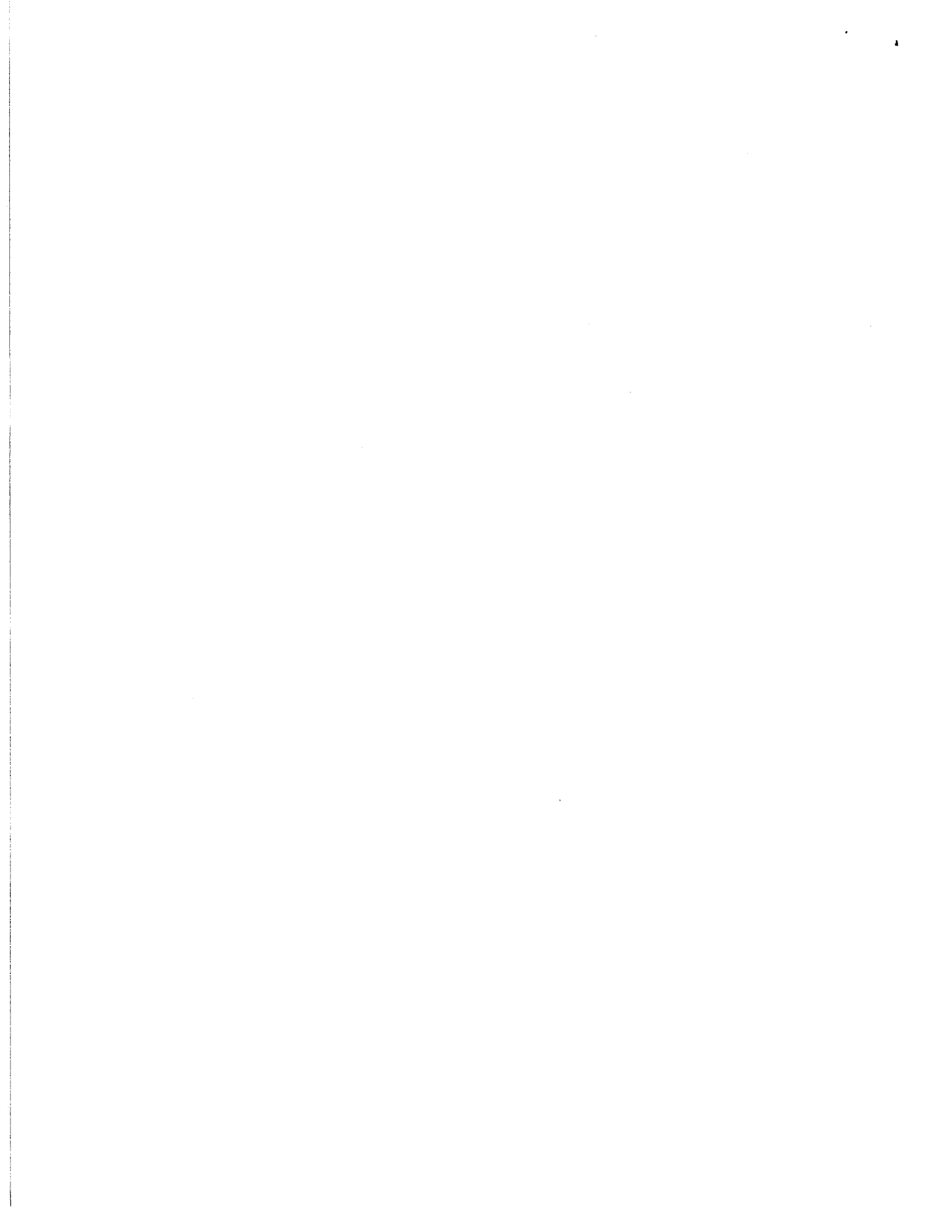
Best,  
Lauren



**Lauren Kelly** | Director, Government Affairs – Finger Lakes  
585.340.8188 (O) | 585.797.5395 (M)  
100 Town Centre Drive | Rochester, NY 14623  
E: [lauren.kelly@charter.com](mailto:lauren.kelly@charter.com)

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**STATE OF NEW YORK**  
**Town of Sodus**  
**County of Wayne**

---

In the Matter of the Granting of a Cable Television Franchise Held by **Spectrum Northeast, LLC**  
in the **Town of Sodus, County of Wayne, New York**

**RESOLUTION**

---

An application has been duly made to the Board of the **Town of Sodus, County of Wayne, New York**, by **Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 2604 Seneca Avenue, Niagara Falls, NY 14305, for the approval of a renewal agreement for Charter's cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission.

The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Sodus, New York on \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_  
P.M. and notice of the hearing was published in the \_\_\_\_\_ on \_\_\_\_\_,  
\_\_\_\_\_.

**NOW, THEREFORE**, the Board of the Town of Sodus finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and



2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

**BE IT FURTHER RESOLVED** that the Board of the **Town of Sodus** hereby grants the cable television franchise of Spectrum Northeast, LLC and the **Town of Sodus** for fifteen (15) years commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

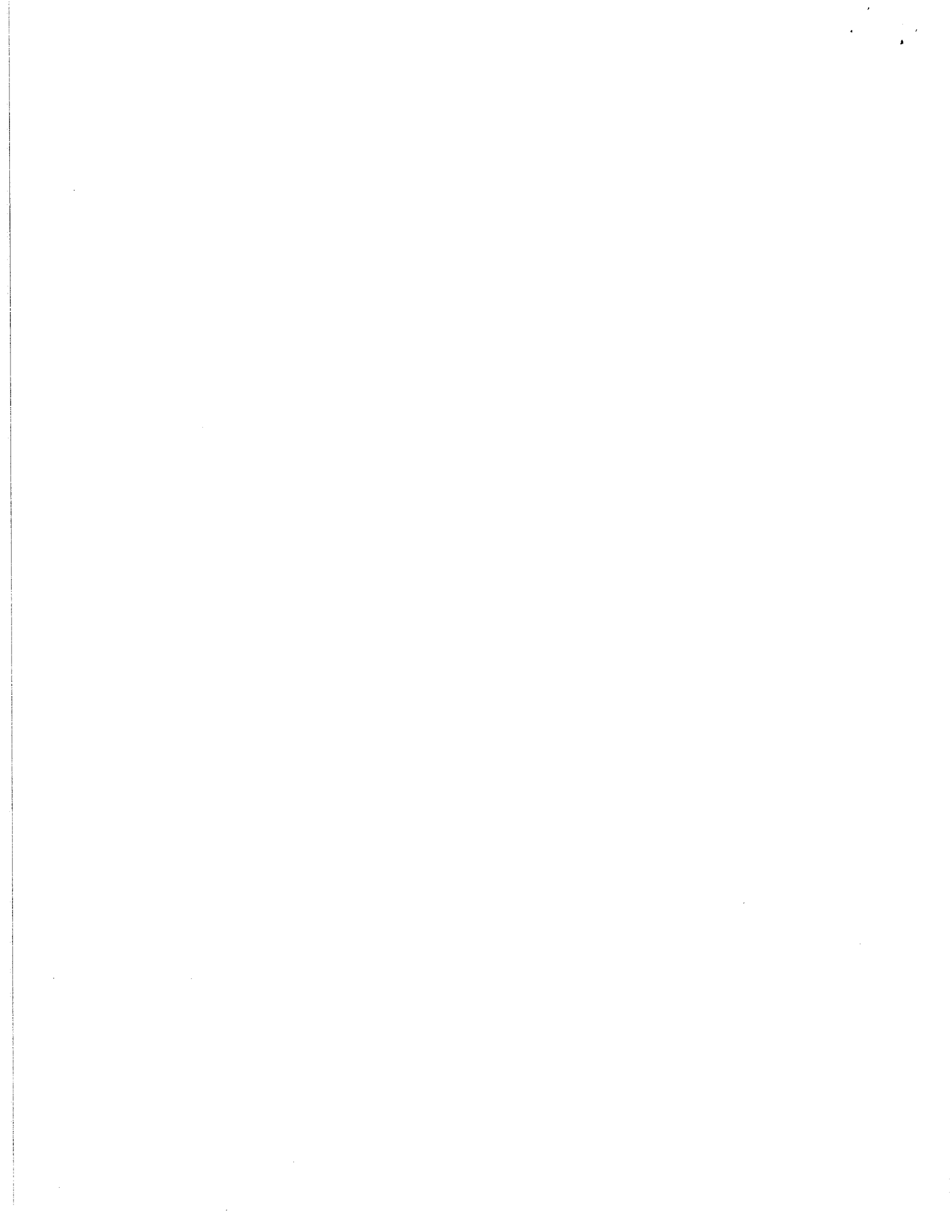
**BE IT FURTHER RESOLVED** that the Board of the **Town of Sodus** hereby confirms acceptance of this franchise renewal agreement.

The foregoing having received a \_\_\_\_\_ vote was thereby declared adopted.

Dated: \_\_\_\_\_, \_\_\_\_\_.

---

**Town of Sodus Clerk**



Please have the public hearing notice published in your legal newspaper one week prior to the public hearing, and provide Spectrum with a copy of the legal notice and an affidavit of such, provided by the newspaper. This is required by the NYS Public Service Commission.

## NOTICE OF PUBLIC HEARING

**For the approval of a Cable Television Agreement between Spectrum Northeast, LLC and the Town of Sodus**

**PLEASE TAKE NOTICE** that the **Town of Sodus**

will hold a Public Hearing on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ p.m. at the

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, New York regarding granting a cable television franchise agreement by and between the **Town of Sodus** and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

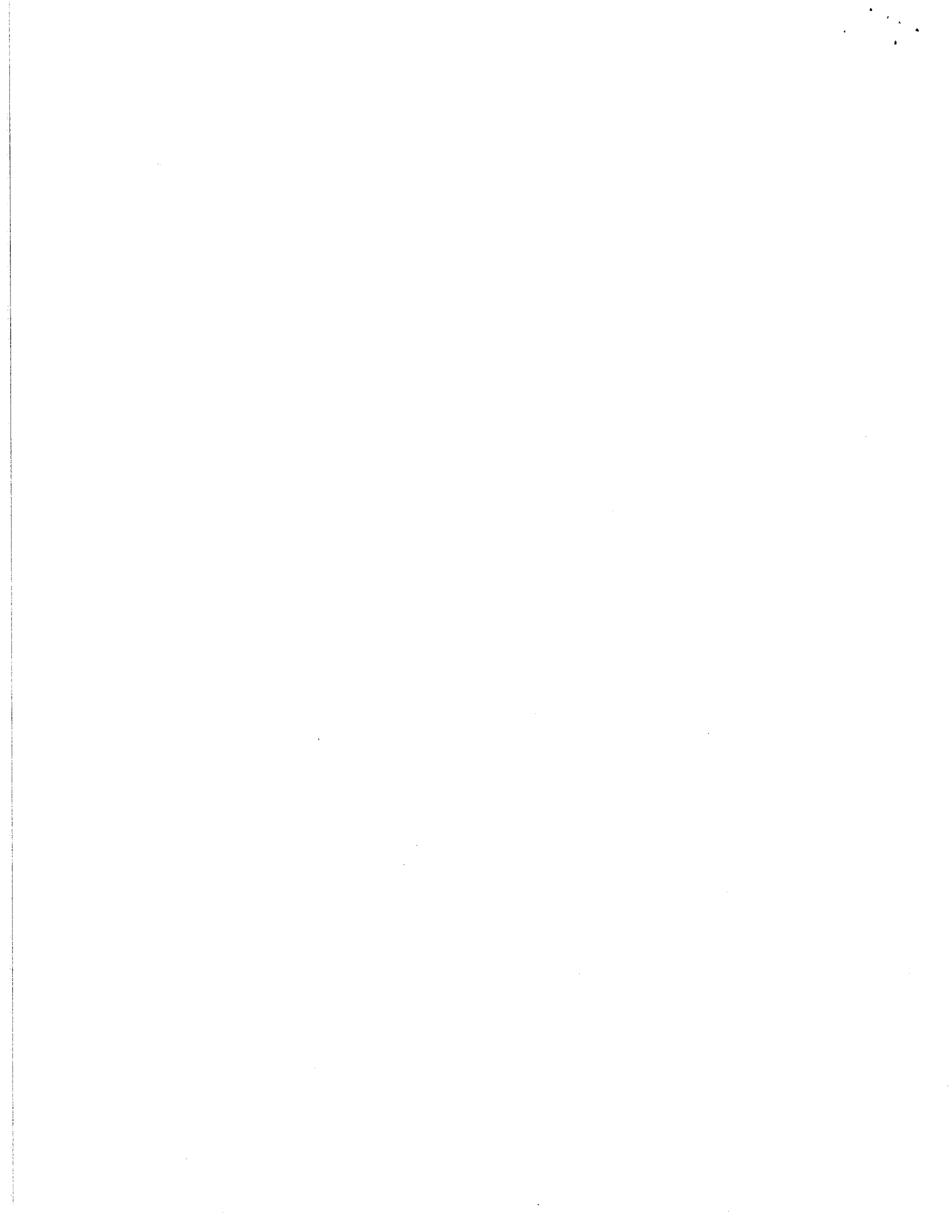
A copy of the agreement is available for public inspection during normal business hours at the

**Town Clerk's** office, \_\_\_\_\_, \_\_\_\_\_, New York. At such public

hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: \_\_\_\_\_, \_\_\_\_\_

By Order of the Board  
**Town of Sodus**



## FRANCHISE AGREEMENT

**This Franchise Agreement** (“Franchise”) is between the Town of Sodus, 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

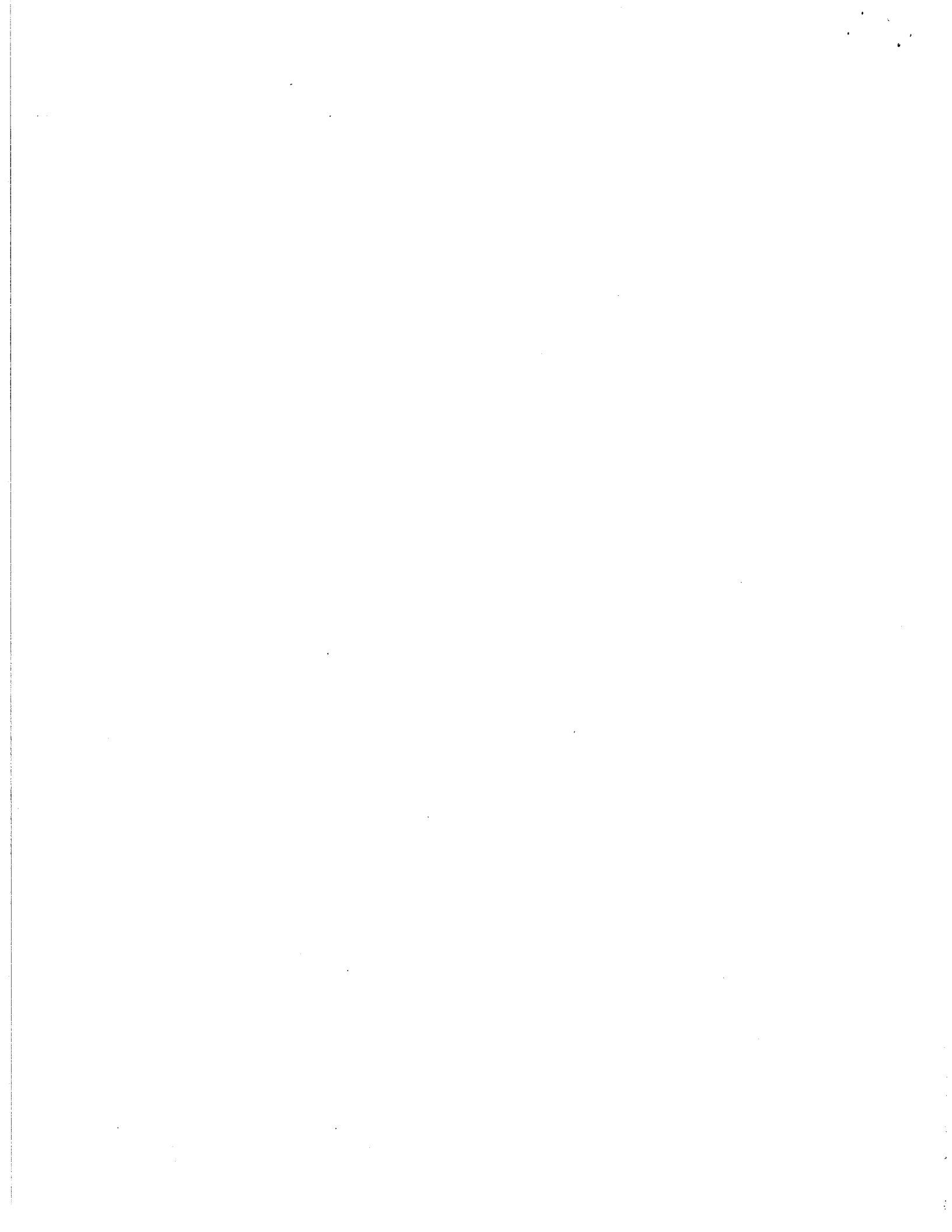
**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

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

### SECTION 1 Definition of Terms

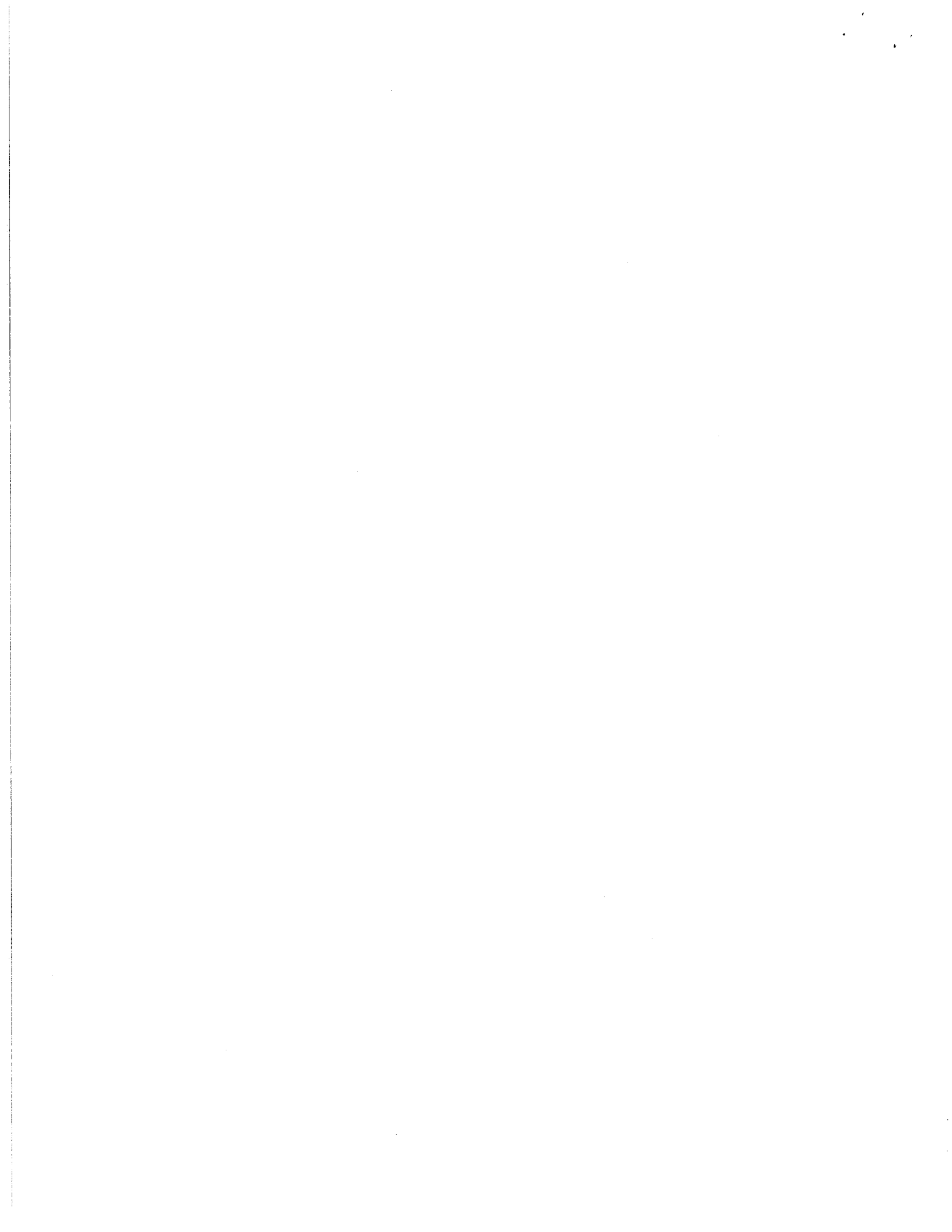
**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with 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 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 fifteen (15) 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.

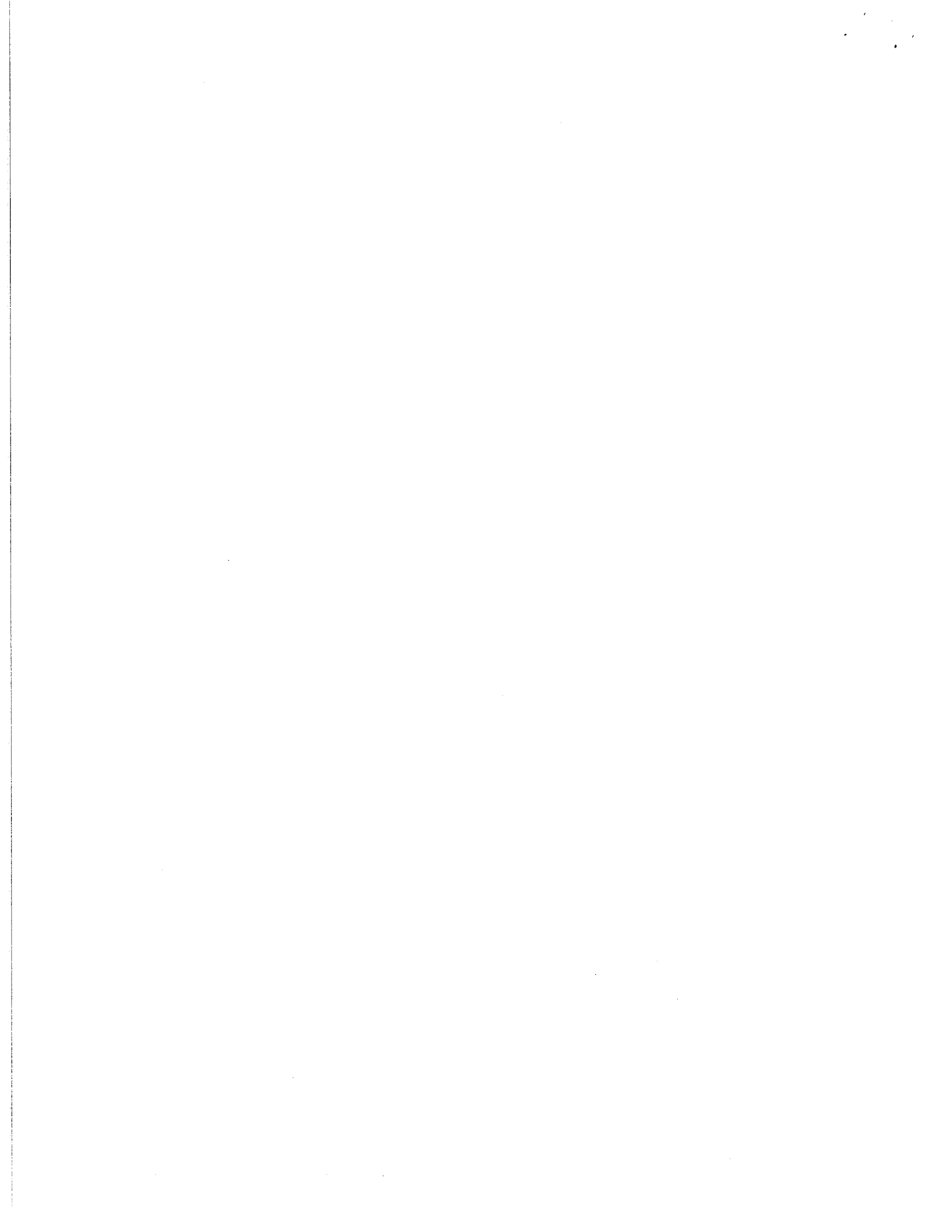
**2.5 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**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).



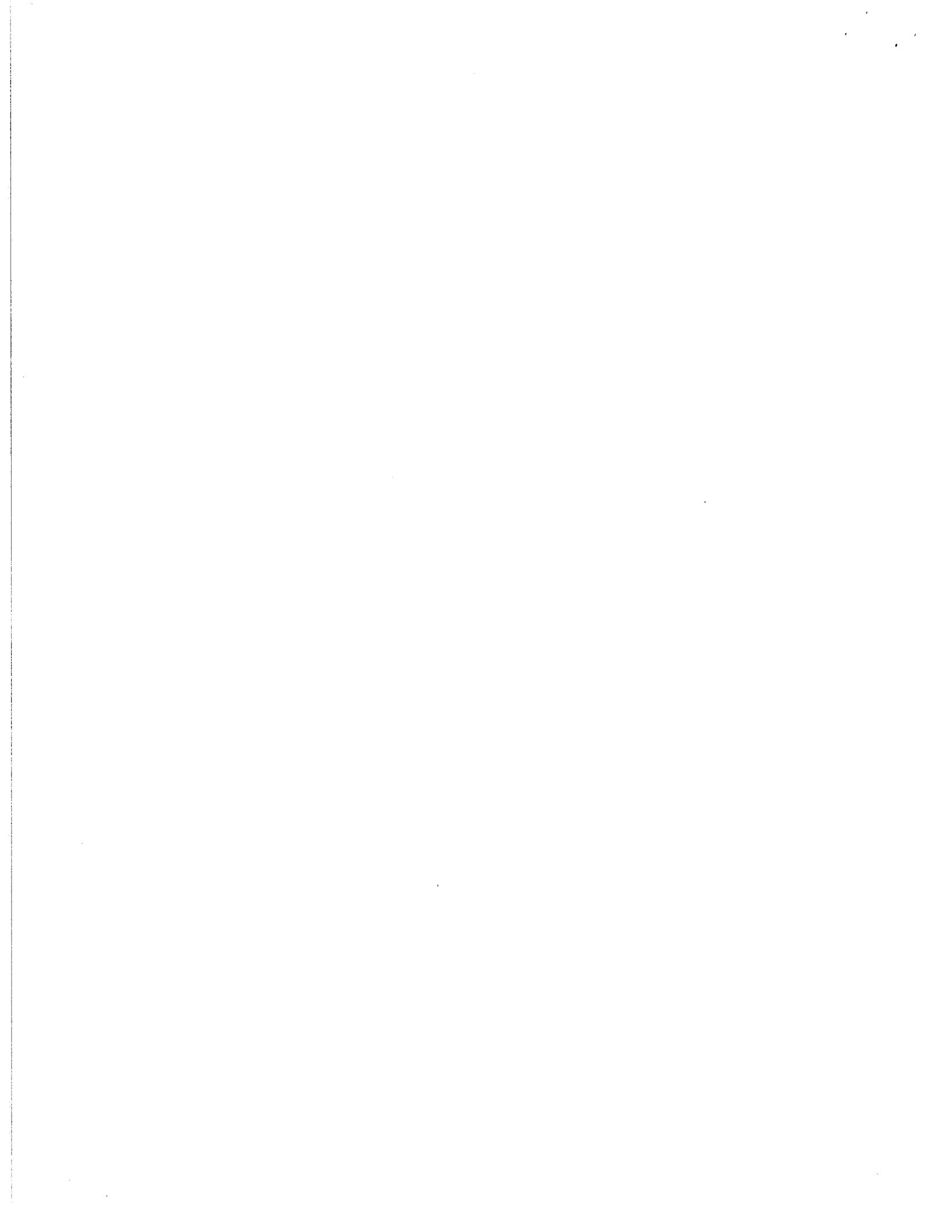
**SECTION 6**  
**Service Availability**

**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.

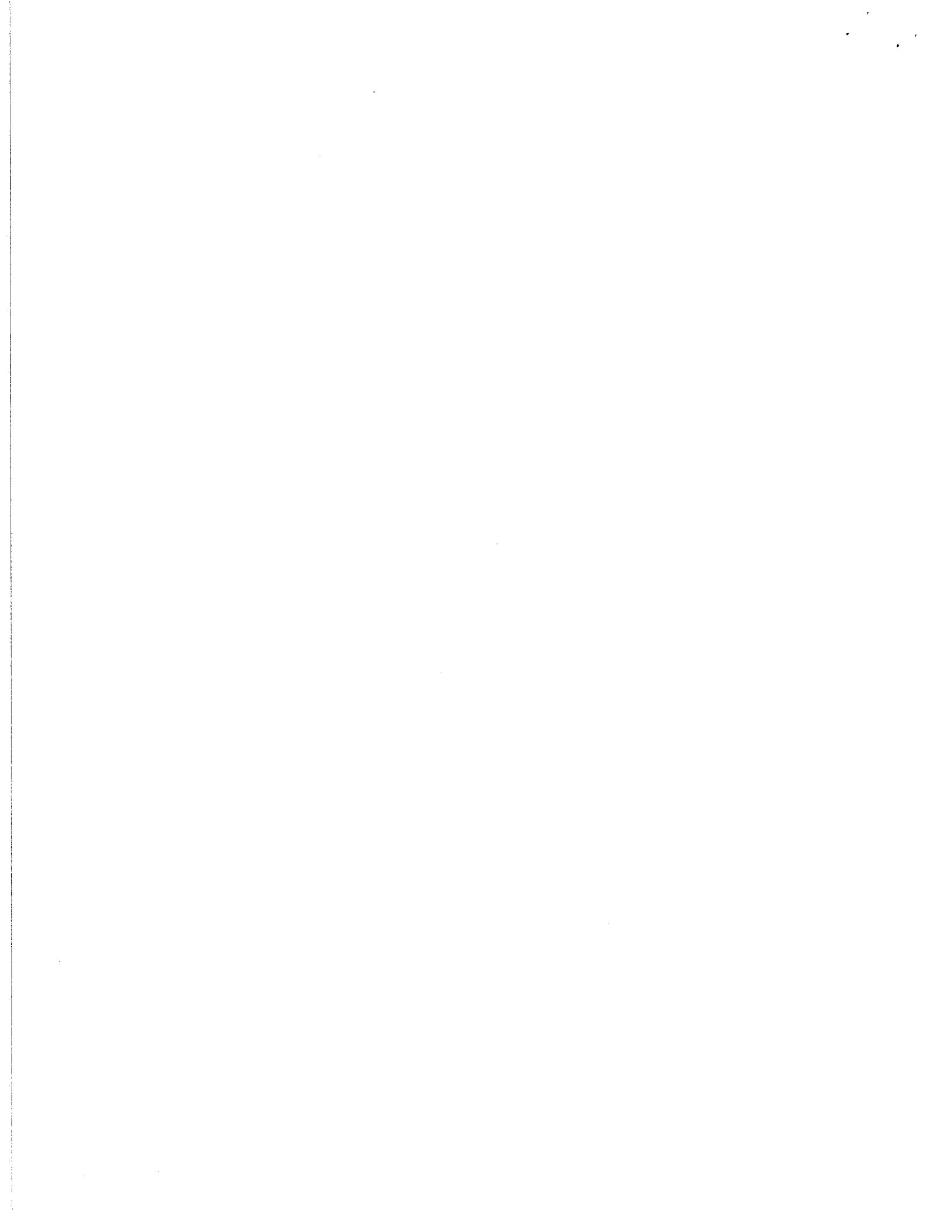
7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall 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.

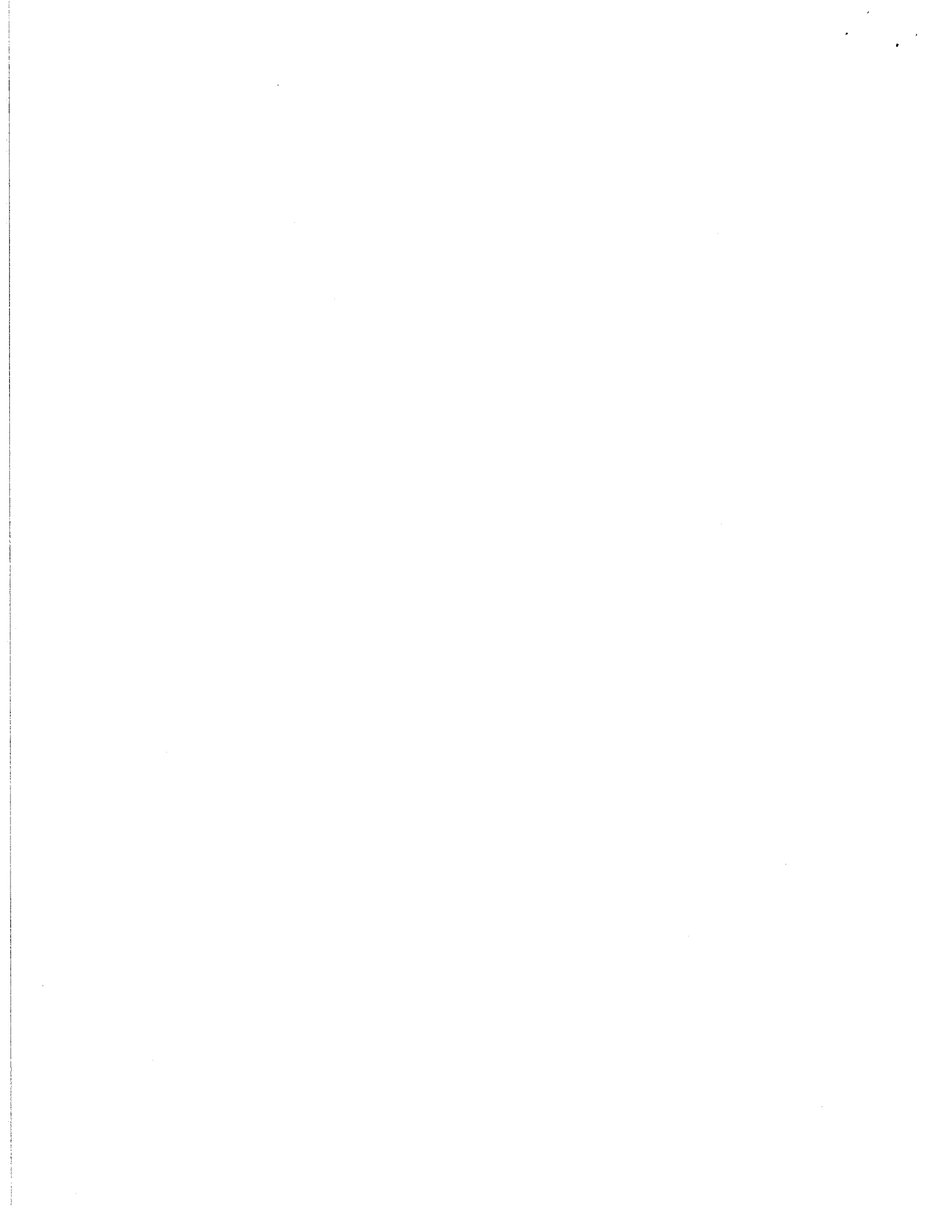
**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such 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**

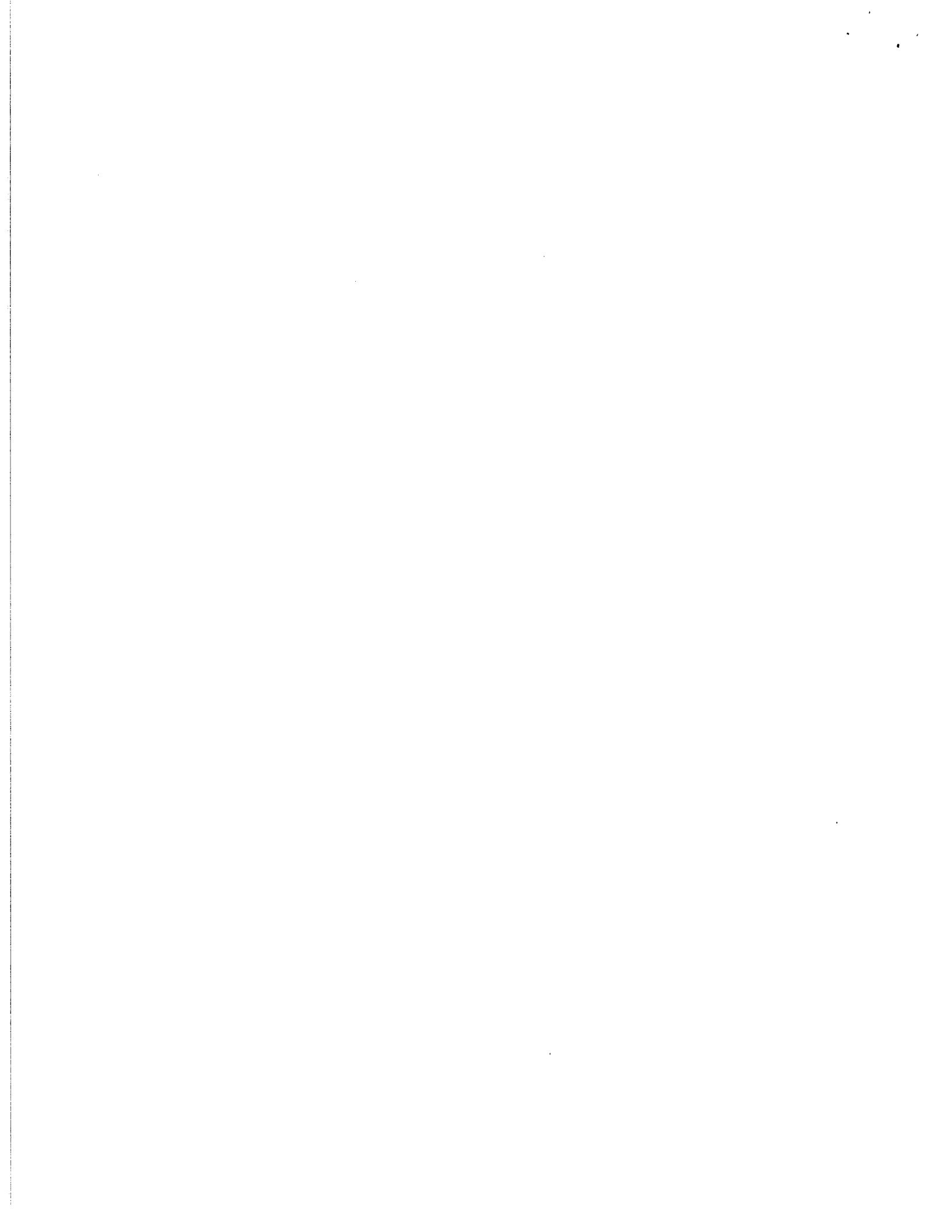
**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The 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. 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 Town 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 Town 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.

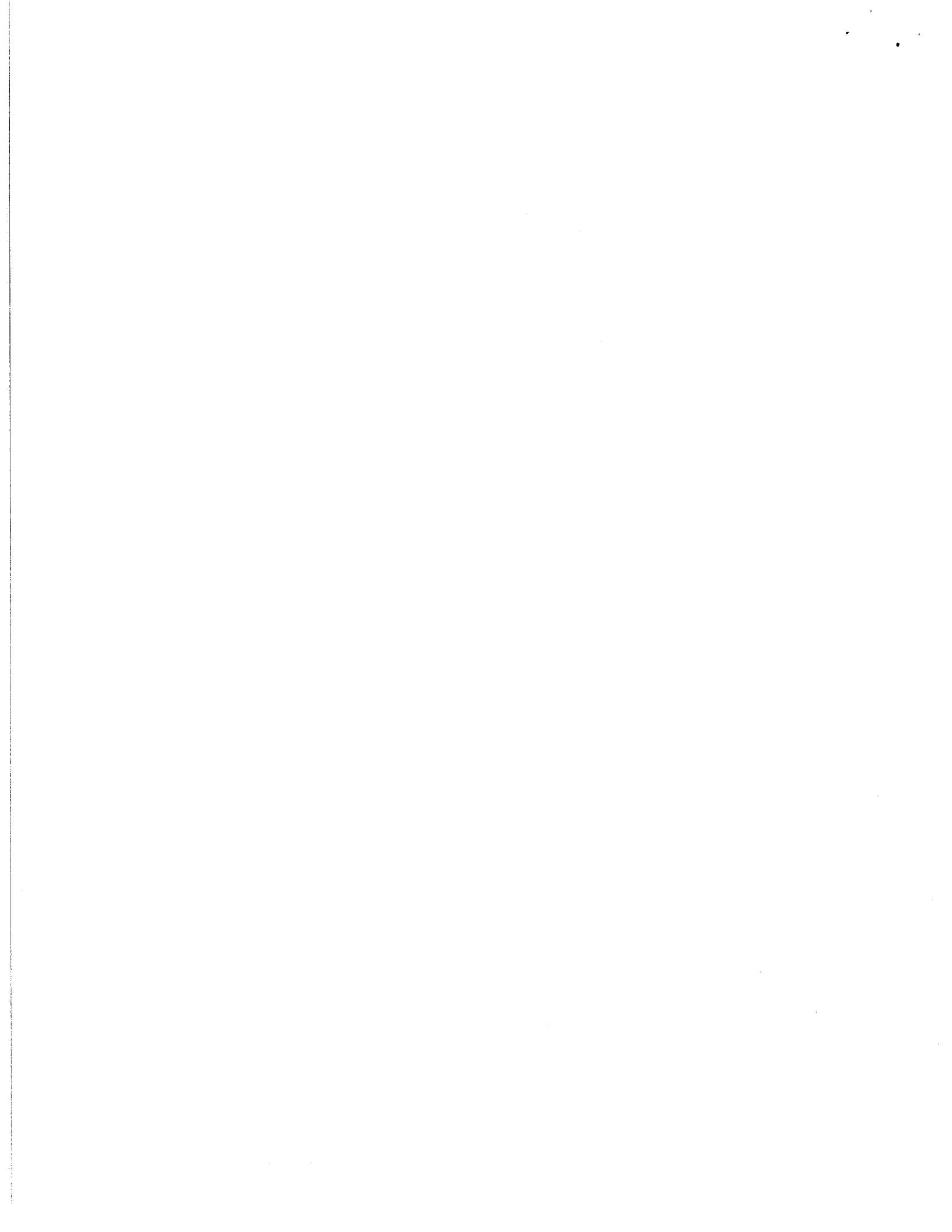
**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall 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.

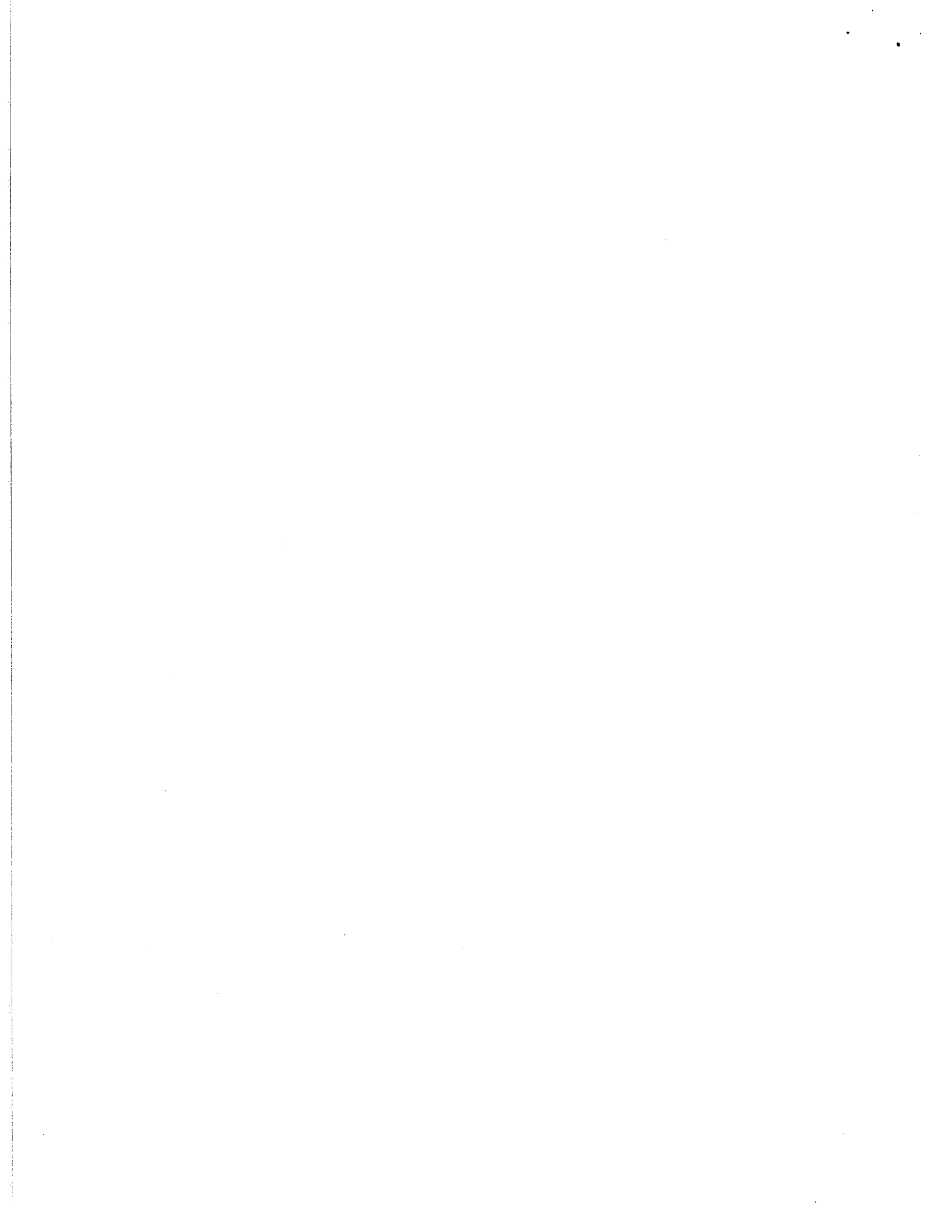
## **SECTION 15** **Miscellaneous Provisions**

**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.



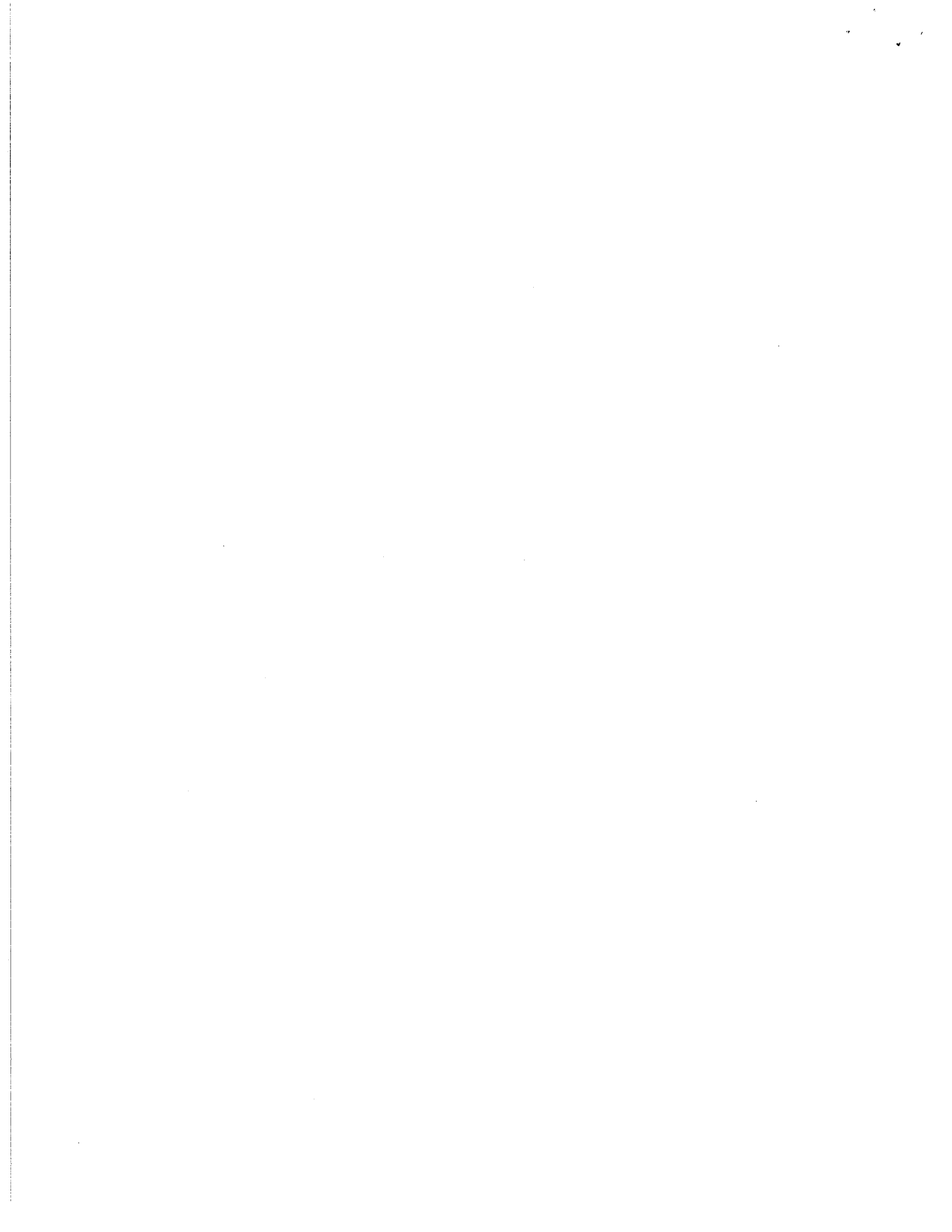
**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or 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:           Hon. Scott Johnson  
                          Supervisor, Town of Sodus  
                          14-16 Mill Street



Sodus, NY 14561

Email: [supervisorclerk@sodusny.gov](mailto:supervisorclerk@sodusny.gov)

Grantee: Lauren Kelly  
Director, Government Affairs  
100 Town Centre Dr.  
Rochester, NY 14623

Email: [lauren.kelly@charter.com](mailto:lauren.kelly@charter.com)

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

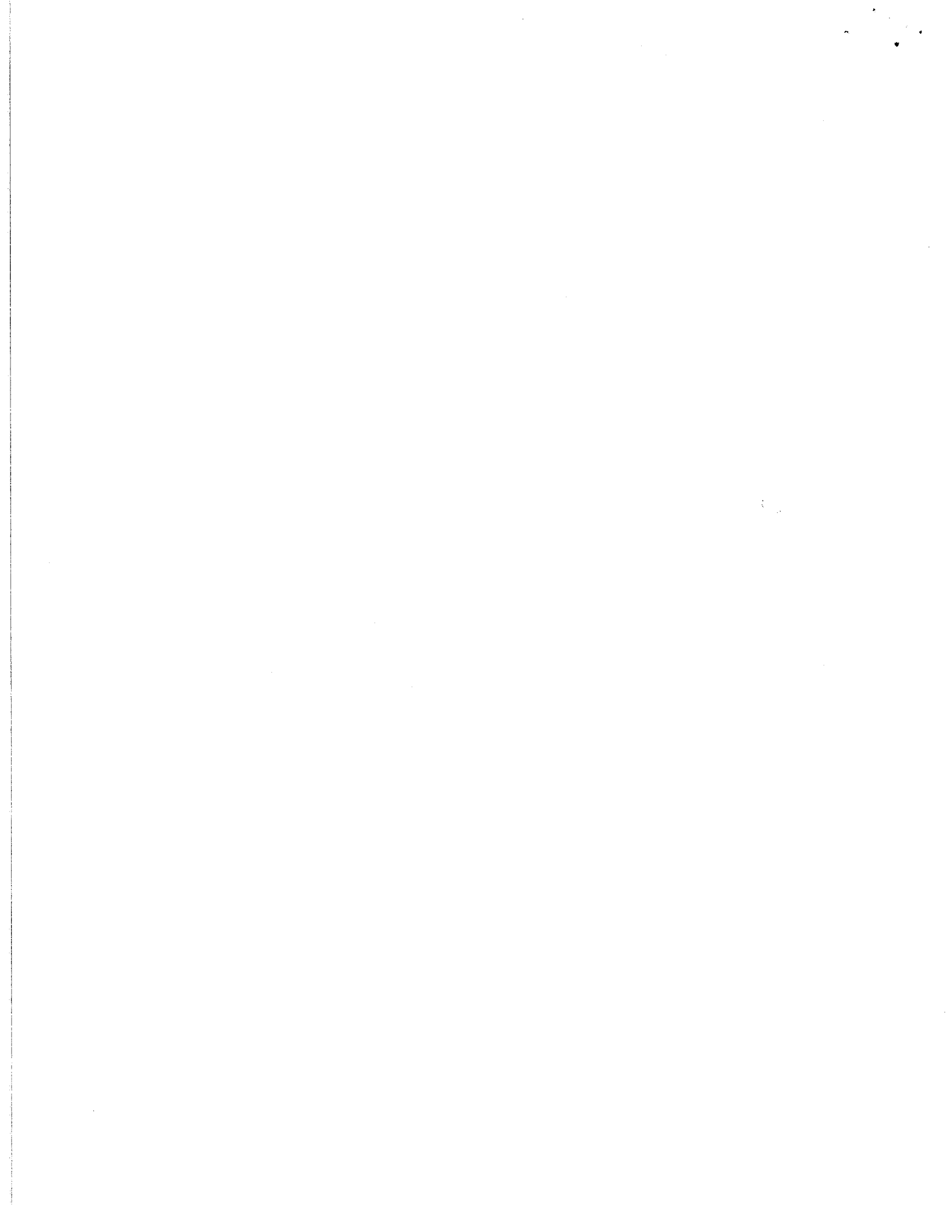
**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television 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 Sodus

Signature: \_\_\_\_\_

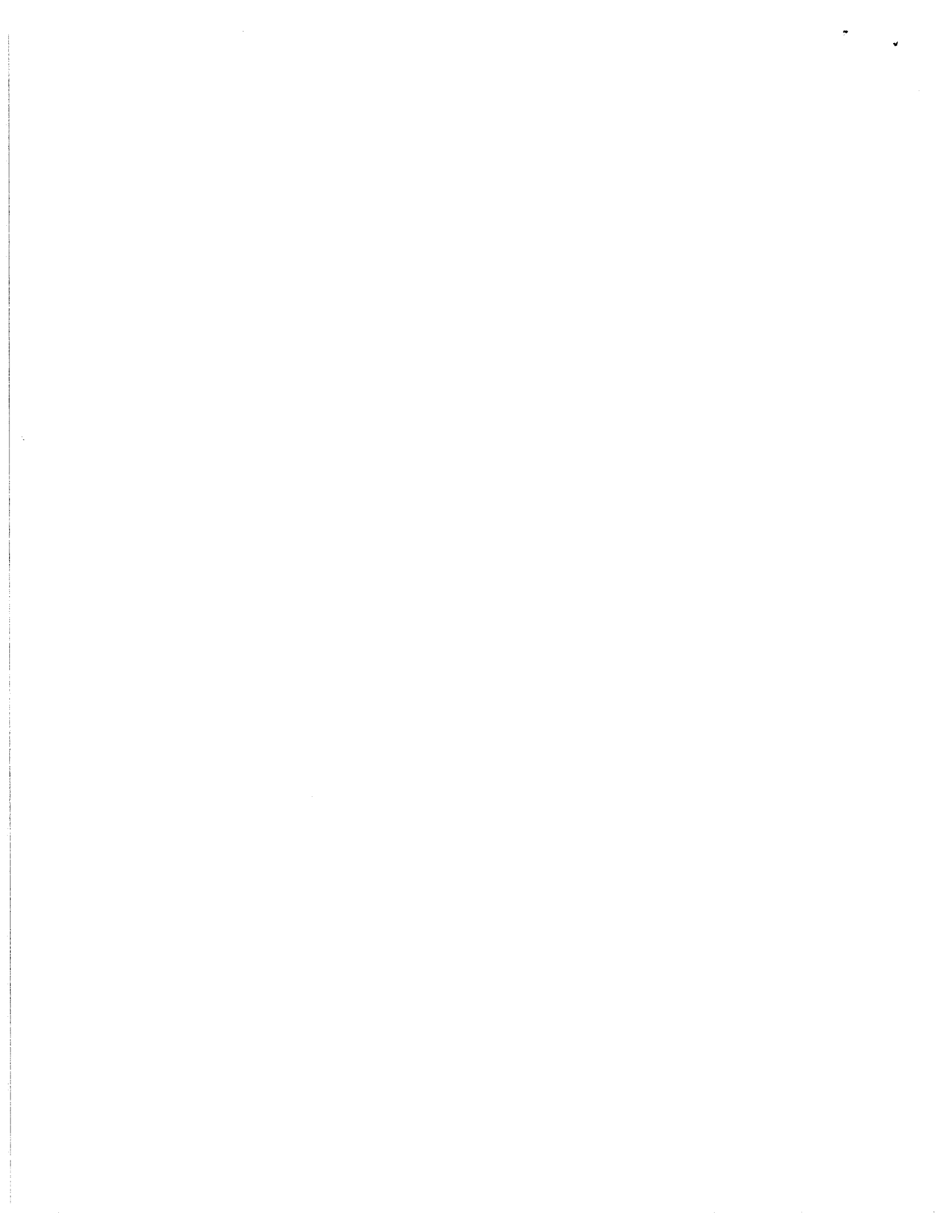
Name/Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, subject to applicable federal and State law.

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

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_



**PROPOSED LOCAL LAW NO. 2  
OF THE YEAR 2024**

**A Local Law to Amend the  
Code of the Town of Sodus to Amend  
Chapter 46: Building Construction and Fire Prevention Law**

Be it enacted by the Town Board of the Town of Sodus as follows:

The Town of Sodus Building Construction and Fire Prevention Law, Chapter 46 of the Town Code of the Town of Sodus, as amended, is further amended to add the following underlined sentence:

**46-16. Fees.**

A fee schedule shall be established by resolution of the Town Board. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the CEO described in or contemplated by this local law. Fees for Villages, Towns, emergency medical services, and fire departments are waived.

**Authority.** This Local Law is enacted pursuant to Municipal Home Rule Law §10.

**Severability.** If any provision of this Local Law is determined to be unconstitutional or invalid, the validity and enforceability of the remainder shall not be affected.

**Effective Date.** This Local Law shall take effect immediately upon filing with the Secretary of State.

