AGENDA SODUS TOWN BOARD MEETING October 8, 2024 6:00 pm

Public Hearing (6:00 PM):

WAYNE COUNTY PUBLIC NOTICE

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

Dated: September 19, 2024 By Order of the Board Town of Sodus

will hold a Public Hearing on October 8, 2024 at 6:00 p.m. at the Sodus Town Hall Courtroom located at 14-16 Mill St. Sodus, 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, Monday – Friday 9:00 AM -5:00 PM, Sodus, 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.

Motion ______ to open public hearing for public comments for Cable Television Agreement between Spectrum Northeast, LLC and the Town of Sodus was seconded by _____.

 Motion _____ to close public hearing and enter into regular session was seconded by _____.

 Time: _____

 Resolution granting Cable Television Franchise Held by Spectrum Northeast, LLC in the Town of Sodus, County of Wayne, New York.
 First _____ Seconded _____.

Public Hearing:

Local Law 2-2024 (6:20 PM):

(Lori to read the following notice)

WAYNE COUNTY LOCAL LAW TOWN OF SODUS NOTICE OF PUBLIC HEARING PLEASE TAKE NOTICE that, pursuant to Section 20 of the Municipal Home Rule Law, a public hearing will be held by the Town Board of the Town of Sodus on October 8, 2024, at 6 20 p.m. at the Sodus Town Hall, 14-16 Mill Street, in the Town of Sodus, Wayne County, New York, to consider the enactment of Proposed Local Law No. 2 of 2024 of the Town of Sodus, which amends Town Code §46-16 to exempt Villages, Towns, emergency medical services, and fire departments from required building permit fees. All persons interested shall be given an opportunity to be heard. Proposed Local Law No. 2 of 2024 is available for public inspection during regular business hours at the Town Clerk's office and on the Town of Sodus website at www.sodusny.gov.

Dated: September 19, 2024 By Order of the Sodus Town Board.

Lori Diver Sodus Town Clerk, RMC

•	Motion	_ to open public hearing for public comments for Local Law 2-2024 was seconded by
	Time:	_
•	MotionTime:	to close public hearing and enter into regular session was seconded by
•	Resolution adopting Local I	aw 2-2024.
	First	Seconded

Amy Kendall-Town Attorney Updates:

Public Comments:

Minutes:

Motion to file the following minutes:

- Motion to file September 9, 2024 Budget Workshop Meeting (David LeRoy must abstain)
- Motion to file September 10, 2024 Budget Workshop Meeting (David LeRoy must abstain)
- Motion to file September 10, 2024 Regular Town Board Meeting
- Motion to file September 11, 2024 Budget Workshop Meeting (David LeRoy must abstain)
- Motion to file September 24, 2024 Budget Workshop Meeting (Don Ross must abstain)
- Motion to file September 26, 2024 Budget Workshop Meeting
- Motion to file September 26, 2024 Month End Town Board Meeting
- Motion to file September 30, 2024 Budget Workshop/Special Town Board Meeting
- Supervisor's Report
- Town Clerk's Report
- Resolution to approve Abstract #19-2024

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 enter into Executive Session regarding medical, financial, credit or employment history of a particular person or corporation or relating to appointment promotion demotion discipline or removal.
	Time
2.	Motion to exit out of Executive Session and enter back into regular session. Time
3.	Motion to adjourn meeting.

MINUTES

Minutes of the Regular Town Board Meeting October 8, 2024, held in person at the Town of Sodus courtroom 14-16 Mill St. Sodus, NY at 6:00 PM.

All meetings are open to the public.

Present:

Scott Johnson, Supervisor

David LeRoy Councilperson/Deputy Supervisor

Don Ross, Councilperson Chris Tertinek, Councilperson

Recording Secretary:

Lori Diver, Town Clerk

Absent:

Dale Pickering, Councilperson

Others Present:

Bree Crandell, Supervisor Clerk Sal Vittozzi, Camp Beechwood Amy Kendall, Town Attorney Dave Fitch, T/Sodus Resident

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 with the exception of Dale Pickering being absent.

Public Hearing (6:00 PM):

Lori Diver read the following legal notice:

WAYNE COUNTY

PUBLIC NOTICE

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 October 8, 2024 at 6:00 p.m. at the Sodus Town Hall Courtroom located at 14-16 Mill St. Sodus, 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, Monday – Friday 9:00 AM -5:00 PM, Sodus, 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: September 19, 2024 By Order of the Board Town of Sodus Lori Diver Sodus Town Clerk, RMC 50a8a453

townclerk@sodusny.gov

AFFIDAVIT OF PUBLICATION LAKESHORE NEWS

State of New York, County of, Wayne County,

The undersigned is the authorized designee of LAKESHORE NEWS, a Weekly Newspaper published in Wayne County, New York. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

09/25/2024

This newspaper has been designated by the County Clerk of Wayne County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Signature

Christina Henke Rea

Printed Name

Subscribed and sworn to before me.

Christunfful Ken

This 27 day of September 2024

Digitally signed by douglas w rea Date: 2024.09.27 13:04:05 +00:00 DOUGLAS W REA Notary Public - State of Hew York NO. 01RE6398443 Qualified in Albany County My Commission Expires Sep 30, 2027

Councilperson David LeRoy motioned to open the public hearing for public comments for Cable Television Agreement between Spectrum Northeast, LLC and the Town of Sodus was seconded by Councilperson Chris Tertinek at 6:00 PM. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Hearing no public comments, Councilperson Don Ross motioned to close the public hearing for Cable Television Agreement between Spectrum Northeast, LLC and the Town of Sodus was seconded by Councilperson David LeRoy at 6:03 PM. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

SPECTRUM NORTHEAST, LLC RESOLUTION -AGREEMENT (01 10-2024)

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 October 8 at 6:00 P.M. and notice of the hearing was published in the Lakeshore News on September 25, 2024.

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

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

BE IT FURTHER RESOLVED, Councilperson Don Ross motioned to adopt this resolution which was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Dale Pickering; absent Resolution Adopted.

The foregoing, having received a majority vote was thereby declared adopted.

STATE OF NEW YORK)

COUNTY OF WAYNE)

I, Lori Diver, Town Clerk of the Town of Sodus, Wayne County, New York,

DO CERTIFY that I have compared the attached document with the original thereof recorded in my office of the Regular Town Board Meeting October 8, 2024 in the Town of Sodus, Wayne County, New York; and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town of Sodus

Date: October 9, 2024

Kori Diver Sodus Town Clerk, RMC

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.
 - "Channel" shall mean a portion of the electromagnetic frequency spectrum which D. 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
- "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.
- "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 crect, 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 <u>Police Powers</u>. 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 <u>Cable System Franchise Required</u>. 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 <u>Procedures for Renewal</u>. 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 <u>Indemnification</u>. 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

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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 <u>Insurance.</u>

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

- В. 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

- 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 <u>Service Area</u>. 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** <u>Abandonment of Service</u>. 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.
- 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

- 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.
- 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.
- Safety. The Grantce 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.
- Network Technical Requirements. The Cable System shall be designed, constructed and 7.4 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

- 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.
- 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 Grantce'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 <u>Emergency Use</u>. 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.

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- 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.
- Rate Regulation. The rates and charges for Cable Service provided pursuant to this 9.3 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

- Amount of Fee. Grantce 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.
- 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.
- <u>Limitation on Recovery</u>. 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 transferce. 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

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 <u>Notice of Violation</u>. 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 <u>Compliance with Laws</u>. 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 <u>Employment Practices</u>. 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 <u>Minor Violations</u>. 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.
- 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 <u>Notices</u>. 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

Grantee:

Lauren Kelly

Director, Government Affairs

100 Town Centre Dr. Rochester, NY 14623

Email:

lauren.kelly@charter.com

Copy to:

Charter Communications

Attn: Vice President, Government Affairs 601 Massachusetts Ave NW, Suite 400W

Washington, DC 20001

- 15.8 <u>Public Notice</u>. 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 <u>Severability</u>. 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 <u>Effective Date</u>. 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 9 day of October, 2024.

Town of Sodus

Signature

Name/Title: Scott E. Johnson Sodus Town Supervisor

Public Hearing:

Local Law 2-2024 (6:20 PM):

(Lori read the following notice)

WAYNE COUNTY LOCAL LAW TOWN OF SODUS NOTICE OF PUBLIC HEARING PLEASE TAKE NOTICE that, pursuant to Section 20 of the Municipal Home Rule Law, a public hearing will be held by the Town Board of the Town of Sodus on October 8, 2024, at 6 20 p.m. at the Sodus Town Hall, 14-16 Mill Street, in the Town of Sodus, Wayne County, New York, to consider the enactment of Proposed Local Law No. 2 of 2024 of the Town of Sodus, which amends Town Code §46-16 to exempt Villages, Towns, emergency medical services, and fire departments from required building permit fees. All persons interested shall be given an opportunity to be heard. Proposed Local Law No. 2 of 2024 is available for public inspection during regular business hours at the Town Clerk's office and on the Town of Sodus website at www.sodusny.gov.

Dated: September 19, 2024

By Order of the Sodus Town Board,

Lori Diver Sodus Town Clerk, RMC

Councilperson Chris Tertinek motioned to open the public hearing for public comments to Local Law 2-2024 was seconded by Councilperson Don Ross at 6:24 PM. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Councilperson Don Ross motioned to close the public hearing for public comments for Local Law 2-2024 was seconded by Councilperson David LeRoy at 6:26 PM. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

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townclerk@sodusny.gov

AFFIDAVIT OF PUBLICATION LAKESHORE NEWS

State of New York, County of, Wayne County,

The undersigned is the authorized designee of LAKESHORE NEWS, a Weekly Newspaper published in Wayne County, New York. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

10/02/2024

This newspaper has been designated by the County Clerk of Wayne County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Christmoffake Rea

Signature

Christina Henke Rea

Printed Name

Subscribed and sworn to before me,

This 04 day of October 2024

Digitally signed by Mary Beth Alescio Walling Date: 2024.10.04 21:10:39 +00:00 MARY BETH ALESCIO WALLING Notary Public - State of New York NO. 01WA0003427 Qualified in Saratoga County My Commission Expires Mar 23, 2027

LOCAL LAW 2-2024 AMENDS TOWN CODE SECTION 46-16 TO EXEMPT

VILLAGES, TOWNS EMERGENCY MEDICAL SERVICES AND FIRE

DEPARTMENTS FROM REQUIRED BUILDING PERMIT FEES

RESOLUTION

(02 10-2024)

Pg. 22 of 27

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.

NOW BE IT RESOLVED; Councilperson David LcRoy motioned to adopt Local Law 2-2024 which was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Scott Johnson, aye; David LcRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Dale Pickering; absent. Resolution Adopted.

STATE OF NEW YORK) COUNTY OF WAYNE)

I, Lori Diver, Town Clerk of the Town of Sodus, Wayne County, New York,

DO CERTIFY that I have compared the attached document with the original thereof recorded in my office of the Regular Town Board Meeting held October 8, 2024 in the Town of Sodus, Wayne County, New York; and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Town of Sodus

Date: October 22, 2024

AMY KENDALL TOWN ATTORNEY UPDATE:

Amy Kendall discussed dates for possible Zoning Law meeting. Lori Diver Sodus Town Clerk will email Kendall with dates to select from.

Lawsuit-taking next steps to move forward.

Discussed a new policy for employee information that can and cannot be released if FOILED.

Kendall is working on researching social media legalities and how to preserve it.

Supervisor Johnson discussed the Wayne County Ambulance Base should be completed in 2025. In addition, Johnson discussed Spectrum is installing internet throughout all of Wayne County for the underserved.

PUBLIC SPEAKERS:

N/A

PUBLIC COMMENTS:

(Dave Fitch-Camp Beechwood)

Dave Fitch discussed golf carts entering Camp Beechwood. Sal Vittozzi Camp Beechwood Caretaker will put up a sign and post stating, "No Motorized Vehicles are allowed." Vittozzi stated that Frank Smith and his brother donated the post.

There was discussion regarding the new access road at Beechwood. The projected date of completion will be in 2025.

MINUTES

Minutes from September 9, 2024 Budget Workshop meeting 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, abstain; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Minutes from September 10, 2024, Budget Workshop meeting was presented. Councilperson Chris Tertinek motioned to file these Minutes, which was seconded by Councilperson Don Ross. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, abstain; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Minutes from September 10, 2024, Regular Town Board meeting was presented. Councilperson David LeRoy motioned to file these Minutes, 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, absent. Motion carried.

Minutes from September 11, 2024, Budget Workshop meeting was presented. Councilperson Don Ross motioned to file these Minutes, which was seconded by Councilperson Chris Tertinek. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, abstain; Don Ross, aye; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Minutes from September 24, 2024 Budget Workshop meeting was presented. Councilperson Chris Tertinek motioned to file these Minutes, which was seconded by Councilperson David LeRoy. Upon roll call the following votes were heard, Supervisor Scott Johnson, aye; David LeRoy, aye; Don Ross, abstain; Chris Tertinek, aye and Dale Pickering, absent. Motion carried.

Minutes from September 26, 2024, Budget Workshop meeting was presented. Councilperson David LeRoy motioned to file these Minutes, 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, absent. Motion carried.

Minutes from September 26, 2024 Month End Town Board meeting was presented. Councilperson David LeRoy motioned to file these Minutes, which 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, absent. Motion carried.

Minutes from September 30, 2024 Budget Workshop/Special Town Board meeting was presented. Councilperson Chris Tertinek motioned to file these Minutes, which 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, absent. Motion carried.

SUPERVISOR'S REPORT

Councilperson David LeRoy motioned to file the monthly September 2024 Supervisor's 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, absent. Motion carried.

TOWN CLERK'S REPORT

The Town Clerk's Report, Town Clerk's bank statement for audit and bank register for September 2024 were presented. Councilperson Don Ross 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, absent. 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. 19-2024 (03 10-2024)

WHEREAS, the following bills were presented for payment on Abstract 19:

<u> </u>	1,000.00
ф	1,085.30
\$	1,267.43
\$	7,640.77
\$	188.19
\$	7,856.60
	\$ \$

NOW BE IT RESOLVED, Councilperson Chris Tertinek motioned to approve payment of these bills as reviewed for Abstract No.19, which 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, absent. Motion carried. Resolution Adopted.

PUBLIC WORKS COMMITTEE: Councilperson David LeRoy, Chair

(Highway, Drainage - Deputy Town Supervisor) HIGHWAY REPORT:

(Jared Laird - Highway Superintendent)

Councilperson Chris Tertinek motioned to file the monthly September 2024 Highway report 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, absent. Motion carried.

BUILDINGS AND GROUNDS COMMITTEE: Councilperson Chris Tertinek, Chair (Town Property, Animal Control, Flood Damage Prevention) CODE ENFORCEMENT REPORT:

Frank Gahr- CEO

Councilperson David LeRoy motioned to file the monthly September 2024 Code Enforcement report, 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, absent. 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 September 2024 Dog Control report, 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, absent. 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 245.11' ASL at end of September. About 7" lower than end of August At the end of September 2024, about 2" lower than at end of September 2023. The end of September 2024 level is about even with historical average. Long term forecast for mid-March of 2025 is 244.6' ASL. About 2" lower than long-time average, and about 5" lower 2024 mid-March.

RECREATION-ASSESSOR OFFICE: Councilman Dale Pickering

(Recreation and Assessor's Office)

Recreation Report

(Paulina Anderson-Recreation Director)

Councilperson David LeRoy motioned to file Recreation Director Paulina Anderson's September 2024 Recreation 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, absent. Motion carried.

Assessor's Report

(Nathan Mack, Assessor)

Councilperson Chris Tertinek motioned to file the monthly September 2024 report from Sole Assessor Nathan Mack 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, absent. Motion carried.

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

Councilperson Don Ross gave his committee report. Ross sent the 911 report via email. Wayne County Water & Sewer Authority has a new billing and accounting software system. They have been working through the updates.

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 David LeRoy motioned to file the monthly September 2024 Camp Beechwood-Parks & Cemeteries report from Sal Vittozzi, Sodus Town Groundskeeper-Caretaker 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, absent. Motion carried.

Sal Vittozzi discussed his hopes to secure grants for our Town owned cemeteries.

Supervisor Scott Johnson motioned to authorize Vittozzi to purchase items for repairing garage doors 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, absent. Motion carried.

Motion by Councilmember Chris Tertinek to enter Executive Session regarding medical, financial, credit or employment history of a particular person or corporation or relating to appointment promotion demotion discipline or removal was seconded by Councilmember Dave LeRoy. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Dale Pickering; absent. Motion carried.

Time 6:35 PM

Motion by Councilmember Chris Tertinek to exit out of Executive Session and to enter Regular Session was seconded by Councilmember Don Ross. Upon roll call the following votes were heard, Scott Johnson, aye; David LeRoy, aye; Don Ross, aye; Chris Tertinek, aye; and Dale Pickering; absent. Motion carried.

Time 6:47 PM

Councilperson Chris Tertinek 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, absent. Motion carried.

Meeting adjourned at 6:47 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.

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A CONTRACT OF STREET,			
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MONTHLY SUPERVISOR REPORT:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me through: SEPTEMBER 30, 2024:

			10/7/2024
	Supervisor		Date
	FUND:	8/31/2024	9/30/2024
A/B	General Cash - Checking	\$1,214,721.35	\$1,264,865.10
	•		\$50,143.75
DA/DB	Highway Cash - Checking	\$1,861,158.32	\$1,624,531.26
	•		-\$236,627.06
SW11	Water District 11	\$66,145.14	\$66,145.14
	Cash - Checking		\$0.00
SW20	South Geneva WD Cash - Checking	\$43,279.11	\$36,780.36 -\$6,498.75
SW	Water Debt Service Cash - Checking	\$84,296.38	\$71,818.38 -\$12,478.00
	Odon - Oncoming		*V1&,*10.00
НВ	Capital Projects	\$741.88	\$741.88
	Cash - Checking		\$0.00
TA	Trust & Agency	\$9,393.84	\$6,425.62
	Cash - Checking		-\$2,968.22

	FUND:	8/31/2024	9/30/2024
	Fire Districts		
SF1	Village of Sodus	\$0.00	\$0.00
SF2	Sodus Center Fire District	\$0.00	\$0.00
SF3	Wallington Fire District	\$0.00	\$0.00
SF4	Alton Fire District	\$0.00	\$0.00
SF5	Village of Sodus Point	\$0.00	\$0.00
SF6	Rural Fire Protection	\$0.00	\$0.00
SF7	Rural Hydrant	\$300.00	\$300.00
	Cash - Checking	\$300.00	\$300.00
	•		\$0.00
	Lighting Districts		
SL1	Alton Lighting	\$11,222.07	\$10,687.56
SL2	Sodus Center Lighting	\$27,475.21	\$27,215.54
SL3	Wallington Lighting	\$9,209.42	\$8,921.51
		\$47,906.70	\$46,824.61
			-\$1,082.09
	Total All Funds	\$3,327,942.72	\$3,121,400.57
			-\$206,542.15

TOWN CLERK'S MONTHLY REPORT

TOWN OF SODUS, NEW YORK

SEPTEMBER, 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					
111400	31	DECALS		190.40	
	1	MARRIAGE LICENSES	S NO. 24022 TO 24022	17.50	
			TOTAL TOWN CLERK FEES		207.90
A1550					
	4	DOG IMPOUNDMENT	'S	80.00	
			TOTAL A1550		80.00
A1689					
	56	REGISTRAR FEES		550.00	
			TOTAL A1689		550.00
A1789					
	3	EZ-PASS THRU-WAY		75.00	,
······································			TOTAL A1789	·	75.00
A2001	4	DEODE ATTOM TEER		77. 0.0	Balanced Rec
	1	RECREATION FEES	·	75.00	
			TOTAL A2001		75.00
A2530	2	GAMES OF CHANCE I	LICENSES	20.00	
		GAMES OF CHANCE		20.00	20.00
A2544			TOTAL A2530		20.00
A2544	48	DOG LICENSES		500.00	
			TOTAL A2544		500.00
B2555			TOTAL		Balaiced
D 2555	30	BUILDING PERMITS		3,184.30	CEO
			TOTAL B2555		3,184.30
B2590		•			Relaucec
	2	SEPTIC		200.00	Balancec
		,	TOTAL B2590	,	(200.00
B2770) (49712			Rahauced
	4	SUBDIVISION		600.00	Bulanced
	1	VARIANCES		100.00	
			TOTAL B2770		700.00
CM2089					Batoure
	21	PARK FEES		390.00	
			TOTAL CM2089		(390.00)

TOWN CLERK'S MONTHLY REPORT

SEPTEMBER, 2024

page 2

DISBURSEMENTS	
PAID TO SUPERVISOR FOR GENERAL FUND	1,507.90
PAID TO SUPERVISOR FOR PART TOWN FUND	
PAID TO SUPERVISOR CAMPING FEES	390.00
PAID TO NYS DEC FOR DECALS	3,260.60 -Sweep
PAID TO NYS ANIMAL POPULATION CONTROL FUND	<u>64.00 ₱ 1468</u>

PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES
PAID TO STATE COMPTROLLER FOR GAMES OF CHANCE LICENSES

TOTAL DISBURSEMENTS 9,359.30

10-7-2024

OCTOBER 1, 2024

SCOTT JOHNSON

SUPERVISOR

Town

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

Notary Public

STACIE L. AVERY
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Wayne County
Reg. No. 01AV6386317
My Commission Expires Jan. 22, 2027



Department of Environmental Conservation

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 000291-199689

TOWN OF SODUS

14-16 Mill Street, Sodus, NY 14551

Invoice Period: 09/01/2024 to 09/30/2024

Invoice Summary

Sales Summary	Items Sold	Sales Total	Print Fee	Vendor Commission	Sweep Amount
	753	\$3,451.00	\$0.00	\$190.40	\$3,260.60
Reversals / Voids Summary	Items Reversed / Volded	Reversal / Vold Total	Print Fee	Vendor Commission	Sweep Amount
	0	\$0.00	\$0.00	\$0.00	\$0.00
Manual Adjustment Summary		Adjustment Not	e Adjustm	ent Type Adjustmo	ent Amount
TO THE SECTION OF THE PROPERTY OF THE SECTION OF TH		Martin di Karana (Karana)		ent Type Adjustmo	ent
Invoice Totals					Swee \$3,260.6

\$3,260.60 Will be swept from your bank account on 10/15/2024



STATE OF NEW YORK **DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

625 Broadway, Albany, NY 12233

Department of Environmental Conservation

Phone 1-800-962-5622

Invoice 000291-199689

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

Invoice Period: 09/01/2024 to 09/30/2024

Locations Summary

		Sales			Reversals / Vo	oids	Net		
Location Name	Location Number	Items Sold	State Total	Vendor Total	items Reversed / Voided	State Total	Vendor Total	Manual Adjustments	Sweep
TOWN OF SODUS	1312	753	\$3,260.60	\$190.40	0	\$0.00	\$0.00	\$0.00	\$3,260.60

^{*} Vendor Amount includes Agent commission and print fees collected

\$3,260.60 Will be swept from your bank account on 10/15/2024



Department of Environmental Conservation

STATE OF NEW YORK **DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

625 Broadway, Albany, NY 12233

Phone 1-800-962-5622

Invoice 000291-199689

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

Invoice Period: 09/01/2024 to 09/30/2024

Product Summary

	Sales			Reversals	Reversals / Voids			Net		
Product Name	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State	
Resident Senior Hunting	17	\$4.76	\$80.24	o.	\$0.00	\$0.00	\$85.00	\$4.76	\$80.24	
Bear Carcass Tag	61	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Reg Season Deer Tag	61	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Senior Bowhunting	12	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bow/Muzz Either Sex Tag B	45	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Senior Muzzleloading Privilege	13	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bow/Muzz Antlerless Tag	36	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Turkey Permit	23	\$12.65	\$217.35	0	\$0.00	\$0.00	\$230.00	\$12.65	\$217.35	
Fall Turkey Tag - Statewide -	23	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Spring Turkey Tag #1	23	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Spring Turkey Tag #2	23	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Senior Fishing	16	\$4.48	\$75.52	0	\$0.00	\$0.00	\$80.00	\$4.48	\$75 . 52	
Deer Management Permit - Instant	58	\$31.90	\$548.10	0	\$0.00	\$0.00	\$580.00	\$31.90	\$548.10	
DMP Deer Carcass Tag	165	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Deer Management Permit LT - Instant	11	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Hunting	41	\$49.61	\$852.39	0	\$0.00	\$0.00	\$902.00	\$49.61	\$852.39	
Resident Bowhunting	23	\$19.09	\$325.91	0	\$0.00	\$0.00	\$345.00	\$19.09	\$325.91	
Resident Muzzleloading Privilege	25	\$20.75	\$354.25	0	\$0.00	\$0.00	\$375.00	\$20.75	\$354.25	

	Sales			Reversals / Voids			Net			
Product Name	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State	
Resident Fishing	22	\$30.36	\$519.64	0	\$0.00	\$0.00	\$550.00	\$30.36	\$519.64	
Bow/Muzz Either Sex Tag M	13	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Muzzleloading Privilege	5	\$4.15	\$70.85	0	\$0.00	\$0.00	\$75.00	\$4.15	\$70.85	
Resident Senior Bowhunting	3	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Senior Muzzleloading Privilege	4	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Deer Management Permit - Instant	11	\$6.05	\$103.95	0	\$0.00	\$0.00	\$110.00	\$6.05	\$103.95	
Resident Hunting - Military Disabled	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72	
Resident Fishing - Military Disabled - FREE	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Bowhunting - Military Disabled	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Muzzleloading - Military Disabled	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Bowhunting	6	\$4.98	\$85.02	0	\$0.00	\$0.00	\$90.00	\$4.98	\$85.02	
Deer Management Permit - Youth - Instant	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Junior Bowhunting	1	\$0.22	\$3.78	0	\$0.00	\$0.00	\$4.00	\$0.22	\$3.78	
Resident Junior Hunting	2	\$0.56	\$9.44	0	\$0.00	\$0.00	\$10.00	\$0.56	\$9.44	
Deer Management Permit - Youth - Instant	2	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Resident Fishing 1-Day	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72	
Resident Senior Trapping	1	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72	
Big Game Tags	1	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Print Fee		\$0.00	\$0.00 \$3,260.60		\$0.00	\$0.00 \$0.00	\$0.00 \$3,451.00	\$0.00	\$0.00 \$3,260.6	

^{*} Vendor Amount includes Agent commission and print fees collected

\$3,260.60 Will be swept from your bank account on **10/15/2024**



STATE OF NEW YORK

ENT OF ENVIRONMENTAL CONSERVATION

625 Broadway, Albany, NY 12233

Department of Environmental Conservation

Phone 1-800-962-5622

Invoice 000291-199689

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

Invoice Period: 09/01/2024 to 09/30/2024

Daily Summary

	Sales			Reversals	/ Voids		Net	,	
Date	Quantity	Vendor	State	Quantity	Vendor	State	Total	Vendor	State
09/03/2024	33	\$7.01	\$119.99	. 0	\$0.00	\$0.00	\$127.00	\$7.01	\$119.99
09/04/2024	76	\$18.10	\$309.90	0	\$0.00	\$0.00	\$328.00	\$18.10	\$309.90
09/05/2024	48	\$8.40	\$143.60	0	\$0.00	\$0.00	\$152.00	\$8.40	\$143.60
09/06/2024	45	\$12.85	\$220.15	0	\$0.00	\$0.00	\$233.00	\$12.85	\$220.15
09/07/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/08/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/09/2024	37	\$9.04	\$154.96	0	\$0.00	\$0.00	\$164.00	\$9.04	\$154.96
09/10/2024	79	\$16.88	\$289.12	0	\$0.00	\$0.00	\$306.00	\$16.88	\$289.12
09/11/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/12/2024	45	\$14.50	\$248.50	0	\$0.00	\$0.00	\$263.00	\$14.50	-\$248.50
09/13/2024	12	\$3.52	\$60.48	0	\$0.00	\$0.00	\$64.00	\$3.52	\$60.48
09/14/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/15/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00
09/16/2024	42	\$8.67	\$148.33	0	\$0.00	\$0.00	\$157.00	\$8.67	\$148.33
09/17/2024	19	\$2.49	\$42.51	0	\$0.00	\$0.00	\$45.00	\$2.49	\$42.51
09/18/2024	34	\$11.63	\$199.37	0	\$0.00	\$0.00	\$211.00	\$11.63	\$199.37
09/19/2024	40	\$7.96	\$136.04	0	\$0.00	\$0.00	\$144.00	\$7.96	\$136.04
09/20/2024	53	\$13.95	\$239.05	. 0	\$0.00	\$0.00	\$253.00	\$13.95	\$239.05
09/21/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/22/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/23/2024	38	\$14.12	\$241.88	0	\$0.00	\$0.00	\$256.00	\$14.12	\$241.88
09/24/2024	6	\$0.28	\$4.72	0	\$0.00	\$0.00	\$5.00	\$0.28	\$4.72
09/25/2024	39	\$14.12	\$241.88	0	\$0.00	\$0.00	\$256.00	\$14.12	\$241.88
09/26/2024	14	\$4.80	\$82.20	0	\$0.00	\$0.00	\$87.00	\$4.80	\$82.20
09/27/2024	50	\$9.89	\$169.11	0	\$0.00	\$0.00	\$179.00	\$9.89	\$169.11
09/28/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/29/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2024	43	\$12.19	\$208.81	0	\$0.00	\$0.00	\$221.00	\$12.19	\$208.81

^{*} Vendor Amount includes Agent commission and print fees collected

\$3,260.60 Will be swept from your bank account on **10/15/2024**

Detail of Decals Transactions

For the period 09/01/2024 through 09/30/2024

Date	Gross Sales	Commission	Net Sales
09/03/2024	127.00	7.01	119.99
09/04/2024	224.00	12.37	211.63
09/04/2024	104.00	5.73	98.27
09/05/2024	70.00	3.88	66.12
09/05/2024	82.00	4.52	77.48
09/06/2024	233.00	12.85	220.15
09/09/2024	164.00	9.04	154.96
09/10/2024	137.00	7.56	129.44
09/10/2024	169.00	9.32	159.68
09/12/2024	263.00	14.50	248.50
09/13/2024	64.00	3.52	60.48
09/16/2024	157.00	8.67	148.33
09/17/2024	45.00	2.49	42.51
09/18/2024	114.00	6.28	107.72
09/18/2024	97.00	5.35	91.65
09/19/2024	30.00	1.66	28.34
09/19/2024	104.00	5.75	98.25
09/19/2024	10.00	0.55	9.45
09/20/2024	146.00	8.04	137.96
09/20/2024	107.00	5.91	101.09
09/23/2024	256.00	14.12	241.88
09/24/2024	5.00	0.28	4.72
09/25/2024	159.00	8.77	150.23
09/25/2024	87.00	4.80	82.20
09/25/2024	10.00	0.55	9.45
09/26/2024	87.00	4.80	82.20
09/27/2024	112.00	6.19	105.81
09/27/2024	47.00	2.59	44.41
09/27/2024	20.00	1.11	18.89
09/30/2024	20.00	1.11	18.89
09/30/2024	201.00	11.08	189.92
Grand Total:	3,451.00	190.40	3,260.60

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

Month of Submission: SEPTEMBER, 2024

County: WAYNE

Town of Sodus

TCV Code: 5412

Wayne Sodus

Prepared by: Lorraine K Diver, Town Clerk

Date Prepared: OCTOBER 1, 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.

LICENSE TYPES AND FEES COLLECTED	Unspayed/Unneutered - Four months of age or olde		
Spayed and Neutered Dogs	\$1.00 ea =	\$40.00	
Unspayed and Unneutered Dogs	\$3.00 ea =	\$24.00	
TOTAL AMOUNT REMITTED		\$64.00	
Check Number:	468		

Month Reported: SEPTEMBER, 2024

County: WAYNE

Code: 54

Dog License Monthly Report

TOWN OF SODUS

Code: 12

Prepared by: LORRAINE K DIVER, TOWN CLERK

Date Prepared: OCTOBER 1, 2024

Total tity I 40 \$12.00 ea 8 \$15.00 ea 0 \$22.00 ea	_ocal Fees 386.50* 103.50* No Fee		Other Fees 10.00 No Fee
tity <u>I</u> 40 \$12.00 ea 8 \$15.00 ea	_ocal Fees 386.50* 103.50* No Fee	Surcharge Fees \$1.00 ea 40.00 \$3.00 ea 24.00 0.00	10.00
tity <u>I</u> 40 \$12.00 ea 8 \$15.00 ea	_ocal Fees 386.50* 103.50* No Fee	Surcharge Fees \$1.00 ea 40.00 \$3.00 ea 24.00 0.00	10.00
tity <u>I</u> 40 \$12.00 ea 8 \$15.00 ea	_ocal Fees 386.50* 103.50* No Fee	Surcharge Fees \$1.00 ea 40.00 \$3.00 ea 24.00 0.00	10.00
\$12.00 ea 8 \$15.00 ea	386.50* 103.50* No Fee	\$1.00 ea 40.00 \$3.00 ea 24.00 0.00	10.00
\$12.00 ea 8 \$15.00 ea	386.50* 103.50* No Fee	\$1.00 ea 40.00 \$3.00 ea 24.00 0.00	10.00
8 \$15.00 ea	103.50* No Fee	\$3.00 ea 24.00 0.00	· · · · · · · · · · · · · · · · · · ·
0	No Fee	0.00	
			No Fee
<u>0</u> \$22.00 ea		0.00	
	0.00		
		0.00	
O \$97.00 ea	0.00	0.00	
······································		0.00	
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40	400.00		10.00
<u>48</u>	490.00	64.00	10.00
0	0.00		
0			•
0	0.00		
	\$5	500.00 *inclu	des discounts
	<u>48</u>	48 490.00 0 0.00 0 0.00 0 0.00	0 \$97.00 ea 0.00 48 490.00 64.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 *inclumulti

NEW YORK STATE DEPARTMENT OF HEALTH Empire State Plaza - Corning Tower Bureau of Accounts Management - Revenue Unit - Room 2784 Albany, New York 12237-0016

Monthly Report of Marriage Licenses Issued

SEE INSTRUCTIONS AT BOTTOM OF PAGE

				·
Report for the month of		DED	NO	
SEPTEMBER 2024		DEP.		
			\$	
City or Town of SODUS		СНЕ	CK#	
County of WAYNE			DO NOT WRITE IN A	BOVE SPACE
Pursuant to the provisions of Section I herewith transmit to the State Con license issued by me during the mon	nmissioner of H	lealth a fee of twenty-t		The state of the s
Licenses were numbered from	022 to _	inclusive.	(Total Active Military	:0)
(if ONE license was issued place nu	ımber in first sp	pace only!) (if NO	licenses were issued v	write "NONE" in above space)
Make remittance by CHECK or	Name of City	or Town Clerk (Please	Print)	
MONEY ORDER payable to the	LORRAINE	EK DIVER		
State Department of Health				
	Signature of C	ity or Town Clerk		Date
DO NOT SEND CASH	() ou	are Kiling		10/01/2024
Amount of remittance with this	Mailing Addres	s		
report	14-16 MILI	STREET		
\$22.50	SODUS NY			Zip 14551
	E-mail Address			Phone (21.5) 402 (22.4)
	towncierk(a	sodusny.gov		(315) 483-6934
	I	NSTRUCTIONS		
THIS MONTHLY REPORT OF DEPARTMENT OF HEALTH A licenses were issued. If no license	T THE ABOV	E ADDRESS FOR E	EACH MONTH regard	lless of whether or not any
The issuance of a marriage licens or not the marriage ceremony is			mittance fee of \$22.5	0 regardless of whether
Marriage licenses must be number the beginning of EACH calendar		ted consecutively the	oughout the year star	ting with number 1 at
Pursuant to the authority of Sect Health has directed that this rep by the 15th of the month follow	ort, together w	ith any fee, must be	transmitted to the Sta	
New York State Domestic Relation comply with any of the above mand shall pay a fine not exceeding	entioned report	ing or filing requirem	ents, shall be deemed	guilty of a misdemeanor

-The state of the s

STATE OF NEW YORK

AC 1810 (REV. 1/84)

NAME OF MUNICIPALITY

P.O.ADDRESS

ALTON FIRE DEPT

ALTON FIRE DEPT

of SODUS

REPORT OF GAME OF CHANCE FEES COLLECTED

PURSUANT TO CHAPTER 960, LAWS OF 1976

NOTE: REFER TO INSTRUCTIONS ON BACK.

(1) Name of Organization

ATE OF NEW YORK			DO NOT WRITE	E IN THIS SPA	CE
		AMOUNT	REC'D	ENT. BY	
		REFUND		CHECKED E	Υ
OF GAME OF CHANCE	,	DEPOSIT	ED	CODE	· · · · · · · · · · · · · · · · · · ·
ES COLLECTED CHAPTER 960,LAWS OF 1976	·	SI	HEET NO. 1	OF1_	SHEETS
	MÖ	NTH OF	SEPTEMB	ER YEA	AR
CITY TOWN TOWN OF S			COUNT	Y WAY	NE
14-16 MILL STREET, SODUS O INSTRUCTIONS ON BACK.	NY 14551		CODE NUMBE	R GC5	4-3-7830
(1) Organization	(2 Lice		(3		(4) Amount
[05	5111		1	25.00
	05	5112		1	25.00
	· · · · · · · · · · · · · · · · · · ·				

			,		
					50.00
SSUING OFFICER: hereby certifies that he she	is the		OTAL FEES COLL	ECTED	20.00
of the TOWN			ELIVERED TO UNICIPAL TREAS	SURY	
, State of New York; that he eed the licenses listed therein and that such rep	-	s s	RANSMITTED HEI TATE COMPTROL	LER	30.00
f operations for the period which it covers. Issuing officer	···	Þ,	CHECKS SHOULD AYABLE TO "STA OMPTROLLER")		
REMITTING OFFICER:					O 1.
well's or	····	of the TO		hereby certifies tha	nersne

CERTIFICATION OF REMITTING OFFICER;

pared the annexed report, issued the licenses listed therein and that such report is a true and correct statement of operations for the period which it covers.

Remitting officer

State of New York, that he/she has examined the annexed report, that whe knows such report to be a true and correct statement of operations for the period which it covers and that the amount remitted herewith is the full amount payable to the State Comptroller for such period pursuant to Chapter 960 of the Laws of 1976,

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* **y**.

SEPTEMBER

Town of Sodus Code Enforcement Report

2024

CODE	PERMITS	Issued	Construction Cost	Fees Collected
C1	Building Permit	1		
C2	Additions			^
C3	Renovations & Remodeling			
· C4	Air Conditioner Condenser			\$0.00
C 5	Boiler			\$0.00
C6	Sheds & Utility Buildings			
C7	Standby Generator	1	\$11,840.00	\$160.00
C8	Handicapped Accessibility	- · · · · · · · · · · · · · · · · · · ·		\$0.00
C9	Signs			
C10	Telecommunication Towers			\$0.00
cw	Windmills Capped at \$2,000.00			
CS	Solar Array			
CG	Geothermal			\$0.00
S2	Septic Replacement	1	\$7,400.00	\$100.00
S3	Septic Repair	3	\$4,300.00	\$150.00
S4	Septic New Install	2	\$26,000.00	\$200.00
G1	Giracy	•	720,000.00	\$0.00
G2	Wattsine			\$0.00 \$0.00
G3	Pallet Store			5000 - S000
G3 G4	CONTROL OF THE PROPERTY OF THE			\$0.00
G5	Water Habita			50,000
	A CALL SERVICE CONTROL OF THE			COURT OF STREET
G6	BOOK OF THE STATE		\$22,000.00	\$5000
G7	Roseif		\$49 (640 (00	\$250/00 \$50/00
G8	Fenge		\$180.W	
G9	Miscellaneous			\$0,00
G10	Renewal Permit			\$0.00
G11	After The Fact Permit			
G12	Structural Change of Use			\$0.00
G13	Demolitich			\$0.00
G14	Pernit Amendmen		<u> </u>	\$6.00
	TOTALS:	32	\$285,610.92	\$3,184.30
	Permit Inspections -			····
APP	Applications	5	Planning/ZBA	\$700.00
~D		<u> </u>		
OP	Operating Permits	3	Inspection/Issued	
01	Fire Safety		Inspection/Issued Inspections	
01 02	Fire Safety Septic	. 2	Inspection/Issued Inspections Inspections	\$200.00
01 02 03	Fire Safety Septic Truss		Inspection/Issued Inspections Inspections Inspections	
01 02 03 04	Fire Safety Septic Truss Special Use Permit Renewal		Inspection/Issued Inspections Inspections Inspections Inspections	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation		Inspection/Issued Inspections Inspections Inspections Inspections Inspections	
01 02 03 04	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation		Inspection/Issued Inspections Inspections Inspections Inspections Inspections	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C Appearance Tickets		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections Inspections Inspections	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections Compliant	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C Appearance Tickets		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections Compliant Certified Mail	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C Appearance Tickets Property Maintenance Letters		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections Compliant Certified Mail	
01 02 03 04 05	Fire Safety Septic Truss Special Use Permit Renewal CEO Onsite Consultation C of O Condemned Buildings C of C Appearance Tickets Property Maintenance Letters Septic Transfers		Inspection/Issued Inspections Inspections Inspections Inspections Inspections Inspections Inspections Compliant Compliant Certified Mail Mailed	

10-2-2024 Balance Date Unda Jean

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Balance Date

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<u>SEPTEMBER</u>

Town of Sodus Code Enforcement Report

$\underline{\mathcal{L}}$	I I LIVID LIV			
CODE	PERMITS	Issued	Construction Cost	Fees Collected
R1	Habitable Res. Buildings	· · · · · · · · · · · · · · · · · · ·		
	MH (single wide same footprint) replacement	2	\$12,000.00	\$600.00
	MH (double wide)			
R2	Additions and Attached Garages	1	\$30,000.00	\$305.20
R3	Enclosed Decks and Porches	1	\$20,000.00	\$84.70
R4	Renovations and Remodeling			
D1	Covered Decks			
D2	Open Decks and Ramps	2	\$16,000.00	\$100.00
D3	Steps and Landings			\$0.00
R5	Foundation & Foundation Repairs			\$0.00
R6	Prefabricated Buildings < 150sf	3	\$5,240.00	\$60.00
R7	Sheds & Utility Buildings <400sf	2	\$7,500.00	\$100.00
R8	Pole Barns & Storage Build. 400sf - 749sf			\$0.00
R9	Pole Barns & Storage Building > 749sf	2	\$48,800.00	\$654.40
	Pole Barns & Storage Build. Additions	1	\$10,000.00	\$172.60
	Garages (detached)			
R12	Leen Toos	· <u> </u>		
R13	Signs			
	Inground Pool	*		\$0.00
R15	Above Ground Pool	1	\$6,210.92	\$60.00
R16	Hot Tub		, , , , , , , , , , , , , , , , , , , ,	\$0.00
RW	Windmills	to the transfer of the transfe		\$0.00
RS	Solar Array	1	\$15,000.00	\$87.40
RG	Geothermal			\$0.00
A1	Labor Camps and Migrant Housing			
AM	Mobile Homes (single wide)			\$0.00
AM1	MH (single wide same footprint) replacement	· · · · · · · · · · · · · · · · · · ·	T	\$0.00
AM2				
A2	Housing Additions			
А3	Garages (detached)			
A4	Building Additions			
A5	Sheds & Utility Buildings < 400sf			\$0.00
A6	Pole Barns & Storage Build. 400sf - 750sf			\$0.00
A7	Pole Barns & Storage Build. > 750sf			
A8	Leen Toos			
A9	Signs			
AW	Windmills Capped at \$2,000.00			
AS	Solar Array			
AG	Geothermal			\$0.00
WR1				
	Dock (Permanent)			\$0.00
	Mooring			\$0.00
	Deicer			\$0.00
	Coastal Erosion Revetment (res.& ag.)			\$0.00
	Coastal Erosion Revetment (commercial)			\$0.00
	Flood Plain			\$0.00
			<u> </u>	T-1

10/02/2024 10:25:46

TOWN OF SODUS

CAMP - CAMP Transaction Report For the period 09/01/2024 through 09/30/2024

Type Date		Comment Name		Quantity	Fee	
				4	22.00	
1.CAMP	09/04/2024	8/31-9/1	COPELAND, ALEX	1	30.00	
2.CAMP	09/04/2024	8/31-9/1	CUSTER JR. , JOSEPH	1	30.00	
3.CAMP	09/04/2024	9/3	FRAZIER, TULER	1	15.00	
4.CAMP	09/04/2024	8/29	LABUS, MARK	1	15.00	
5.CAMP	09/16/2024	9/14-9-17	MASUICCA, LAURA	2	30.00	
6.CAMP	09/04/2024	8/30-8/31	MCELLIGOTT, DEREK	1	30.00	
7.CAMP	09/04/2024	9/1-9/2	NORTON, CHARLIE	1	30.00	
8.CAMP	09/04/2024	9/30-9/1	NOTH, NICHOLAS	1	30.00	
9.CAMP	09/16/2024	9/6-9/9	SEPULVEDA, JOAQUIN	2	30.00	
10.CAMP	09/16/2024	9/14-9/15	STAHURA, NATE	1	15.00	
11.CAMP	09/16/2024	9/10-9/17	STEDGE, BARBARA	7	105.00	
12.CAMP	09/16/2024	9/4-9/6	WALKER, SCOTT	2	30.00	
				21	390.00	
			Total Sales	21	390.00	

Camp B eechwood Caretaker

Balanced W/ Town Clerk

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10/02/2024 10:26:15

TOWN OF SODUS

REC - REC Transaction Report

For the period 09/01/2024 through 09/30/2024

Туре	Date	Comment	Name	Quantity	Fee
I.REC	09/04/2024	SUMMER REC RECD. 9-4-24	GOBLE, CINDY	1	75.00
				1	75.0

Total Sales 1 75.00

Recreation Virector

Palanced w/ Town Clerk

Abstract of Unaudited Vouchers

GENERAL FUND - TOWNWIDE

Total Claims:

\$18,038.29

10/08/2024

Vouch	er# Claimant	Account #	Amount	Check	Date
437	THERESA RYAN 120 COURT MILEAGE @ .67 CENTS	A1110.4	80.40		
438	FINGER LAKES CONSULTING PROFESSIONAL SERVICES SEPTEMBER	A1620.42	560.00		
439	THERESA RYAN 240 COURT MILEAGE CONFERENCE @ .67	A1110.4	160.80		
440	CHARLES GARDNER 240 COURT MILEAGE CONFERENC @ .67	A1110.4	160.80		
441	WEX BANK FUEL SEPTEMBER 2024	A7110.4	181.04		
442	JAY A. DEWISPELEARE COURT CONFERENCE ROOM	A1110.4	483.28		
443	TIMES OF WAYNE COUNTY INC. FALL DUMP DAYS AD	A8160.4	290.00		
444	CASELLA WASTE SERVICES 1498513/BEECHWOOD	A7110.45	272.80		
445	WAYUGA PRINTING & PUBLISHING 8EE07361-0017/PUBLIC HEARING BUDGET 2025	A1010.4	70.72		
445	WAYUGA PRINTING & PUBLISHING 8EE07361-0018/PUBLIC HEARING BUDGET 2025	A1010.4	68.67		
445	WAYUGA PRINTING & PUBLISHING 8EE07361-0019/LOCAL LAW 3 PUBLIC HEARING	A1010.4	49.81		
446	KYLE KEPHART 12 DCO MILEAGE @ .67	A3510.4	8.04		
446	KYLE KEPHART 45 MILES BEECHWOOD MOWING @.67	A7110.4	30.15		
446	KYLE KEPHART 198 MILES CEMETERY MOWING @ .67	A7110.4	132.66		
447	ROBERT SNYDER 106 DCO MILEAGE @ .67	A3510.4	71.02		
450	PAIGE EQUIPMENT 59953/PARTS	A8810.4	47.27		
451	ROBERT A FRATANGELO NYS MAGISTRATES ASSOC CONF.	A1110.4	100.00		
452	FRANK SHIRTZ FOOD TRUCK FIRE WORKS DAMAGE	A7550.4	17.28		
452	FRANK SHIRTZ FOOD TRUCK FIRE WORKS DAMAGE	A7550.4	15.00		

Abstract of Unaudited Vouchers

GENERAL FUND - TOWNWIDE

Total Claims:

\$18,038.29

10/08/2024

Number 019

Vouch	er# Claimant	Account #	Amount	Check	Date
453	CHARTER COMMUNICATIONS 121076301092124/COURT	A1110.4	142.38		
453	CHARTER COMMUNICATIONS 121076301092124/SUPERVISOR	A1220.4	71.19		
453	CHARTER COMMUNICATIONS 121076301092124/ASSESSOR	A1355.4	71.20		
453	CHARTER COMMUNICATIONS 121076301092124/TOWN CLERK	A1420.4	142.40		
453	CHARTER COMMUNICATIONS 121076301092124/HIGHWAY	A5132.4	99.88		
454	TOSHIBA AMERICA BUSINESS SOLUT 538679929/COPIER LEASE	A1620.4	80.87		
455	STAPLES 6013486783/OFFICE SUPPLIES	A1110.4	390.06		
455	STAPLES 6013486785/OFFICE SUPPLIES	A1620.4	37.93		
455	STAPLES 6013486784/OFFICE SUPPLIES	A1620.4	65.80		
455	STAPLES 6013486782/OFFICE SUPPLIES	A1620.4	39.38		
456]ROCHESTER GAS AND ELECTRIC 2001-1351-002/AT LARGE STREET LIGHTING	A5182.4	921.62		
457	PLASSCHE LUMBER CO INC 424703/SUPPLIES	A8810.4	4.99		
458	BREWER'S SEPTIC 1050-SEP/SEPTEMBER HARRIMAN PARK	A7110.4	275.00		
458	BREWER'S SEPTIC 1050-SEP/SEPTEMBER CAMP BEECHWOOD	A7110.45	275.00		
459	VILLAGE OF SODUS OCTOBER 2024 RENT	A1620.4	2,000.00		

Total:

7,417.44

Abstract of Unaudited Vouchers GENERAL FUND - OUTSIDE VILLAGE

Total Claims: \$18,038.29

10/08/2024

Vouch	er# Claimant	Account #	Amount	Check	Date
448	CHANDRA JENSEN WAYNE CONTY PLANNING BOARD MTG	B8020.4	28.81		
449	FRANK GAHR CODE ENFORCER MILEAGE	B3620.4	339.15		
453	CHARTER COMMUNICATIONS 121076301092124/CODE ENFORCEMENT	B3620.4	71.20		
	 Total:		439.16	·····	

Abstract of Unaudited Vouchers

CM1 - PARKS

Total Claims: \$18,038.29

10/08/2024

Vouch	ier#	Claimant		Account #	Amount	Check	Date
14		E'S BUSINESS ACCOUNT SUPPLIES		CM1-7110.461	103.68		· · · · · · · · · · · · · · · · · · ·
14		E'S BUSINESS ACCOUNT /SUPPLIES		CM1-7110.461	84.51		
			Total:		188.19		

Abstract of Unaudited Vouchers

HIGHWAY FUND - TOWNWIDE

Total Claims:

\$18,038.29

10/08/2024

Vouch	er# Claimant	Account #	Amount	Check	Date
241	WEX BANK FUEL FOR SEPTEMBER 2024	DA5130.4	551.36	·	
242	HYDRAULICS PLUS LLC 2762/PARTS	DA5130.4	333.73		
243	SANICO CLEANING SOLUTIONS S189300/SUPPLIES	DA5130.4	114.03		
244	HAUN WELDING SUPPLY INC. 253970/CYLINDERS	DA5130.4	34.80		
245	COUNTRY HARDWARE 1759/SUPPLIES	DA5130.4	41.89		
246	ADMAR CONST. EQUIP. & SUPPLIES RO2065530/PARTS-FIRE	DA5130.2	1,686.00		
247	NAPA AUTO PARTS 275228/SUPPLIES	DA5130.4	165.55		
248	E & V ENERGY CORP 63578/660.2 GALLONS DIESEL @ 2.4863	DA5130.4	1,641.46		
248	E & V ENERGY CORP 64693/224 GALLONS DIESEL @ 2.4594	DA5130.4	550.91		
249	LAKESIDE AUTO SERVICE 015731/2017 F350	DA5130.4	57.19		
250	REGIONAL INTERNATIONAL CORP 022216435P/TRUCK 120	DA5130.4	150.82		
250	REGIONAL INTERNATIONAL CORP 022216244P/TRUCK 120	DA5130.4	1,260.87		
250	REGIONAL INTERNATIONAL CORP 022216268P/TRUCK 120	DA5130.4	122.35		
251	TORQUE AUTO 16696/PARTS	DA5130.4	211.08		
251	TORQUE AUTO 16825/PARTS	DA5130.4	20.66		
252	UDIG-NY 24090760/DIGS	DA5130.4	6.00		
253	LOWE'S BUSINESS ACCOUNT 647049223/SUPPLIES	DA5130.4	278.62		
254	TRACTOR SUPPLY CREDIT PLAN 100896991/SUPPLIES	DA5130.4	89.97		
254	TRACTOR SUPPLY CREDIT PLAN 200918769/SUPPLIES	DA5130.4	69.99		

Abstract of Unaudited Vouchers

HIGHWAY FUND - TOWNWIDE

Total Claims: \$18,038.29

10/08/2024

Voucher#	Claimant		Account #	Amount	Check	Date
	FEATHERLY'S GARAGE LLC 56988/REPAIR - TIRE		DA5130.4	DA5130.4 123.36		
		Total:		7,510.64		

Abstract of Unaudited Vouchers HIGHWAY FUND - OUTSIDE VILLAGE

Total Claims:

\$18,038.29

10/08/2024

Vouch	ner# Claimant	Account #	Amount	Check	Date
256	DOLOMITE PRODUCTS CO, INC 1188451/ROAD CUSHION	DB5110.4	130.13		
	Total:		130.13		

Abstract of Unaudited Vouchers ALTON LIGHTING DISTRICT

Total Claims: \$18,038.29

10/08/2024

Vouche	er# Claimant	Account #	Amount Che	eck Date
16	JROCHESTER GAS AND ELECTRIC 2001-1350-848/ALTON DISTRICT STREET LIGHT	SL1-5182.4 ING	536.09	
	Total:		536.09	

Abstract of Unaudited Vouchers

SODUS CENTER LIGHTING DISTRICT

Total Claims:

\$18,038.29

10/08/2024

Vouch	ier#	Claimant	Account #	Amount	Check	Date
16		HESTER GAS AND ELECTRIC 1350-939/SODUS CENTER STREET LIGHTING	SL2-5182.4	260.39		***
		Total:		260.39		

Abstract of Unaudited VouchersWALLINGTON LIGHTING DISTRICT

Total Claims:

\$18,038.29

10/08/2024

Vouch	er#	Claimant	Account #	Amount Check	. Date
16		HESTER GAS AND ELECTRIC 1350-756/WALLINGTON STREET LIGHTING	SL3-5182.4	288.82	
		Total:		288.82	

Abstract of Unaudited Vouchers

SEWER DISTRICT

Total Claims:

\$18,038.29

10/08/2024

Voucl	her # Claimant	Account #	Amount	Check	Date
5	VILLAGE OF SODUS POINT 3141/LAKE RD SEWER DISTRICT	SS1-8120.4	400.00		N . W . A
5	VILLAGE OF SODUS POINT 3140/LAKE RD SEWER DISTRICT	SS1-8120.4	867.43		
	Total:		1,267.43		

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Email: highwaysup@sodus.ny.gov



September 2024 Highway Report

Weekly Work Reports

9/1/24-9/8/24

In House Work

- --Blacktop Work on Richardson Rd (cut over cross pipe and Richardson/Ridge apron)
- --Wedge Sergeant Rd
- --Hauled sand
- -- Mowed Rd sides and Town parks
- --Brought tuck 03 to Eagle Welding to replace box
- --Chop (mow) Old Ridge

Vendor Repair

-- Red F250 service at Lakeside Auto

Truck Repair and Maintenance

-- Grease chipper

In Kind Service

--(out) Wanye County Highway 2 trucks and loader (Centenary Rd)

9/9/24-9/15/24

In House Work

- --Patrolled town Rds
- --Chop (mow) Old Ridge
- -- Mow Rd sides and Parks
- -- Ditching on Old Ridge
- --Swept Rds that were Oil and Stoned (Newark, State, Hill, and Stell)

Email: highwaysup@sodus.ny.gov



9/9/24-9/15/24 (con't)

- --Trimmed Old Ridge
- -- Centerlined Brantling Hill for paint
- -- Mowed at Landfill
- --Picked up Shop
- --Cleaned Office, Breakroom, and Bathroom

Vendor Repair (none)

Truck Repair and Maintenance

--Greased Rd side Mowing Tractor

In Kind Servce

- --(out) Wayne County Highway 2 trucks 2 Days (centenary Rd)
- --(in) Ontario Bucket Truck

9/16/24-9/22/24

In House Work

- --Trim Old Ridge
- -- Mow town Rds and Parks
- -- Mow Landfill
- --Trim on Boyd Rd
- --Ditch on Old Ridge
- --Trim Around signs on Town Rds
- --Worked on Repairing siding on older salt shed
- --Flushed pipes on Barclay and Old Ridge
- --Changed Driveway pipe on Old Ridge
- --Cleaned up shoulders on State street and rolled the edge

Email: highwaysup@sodus.ny.gov



9/16/24-9/22/24 (con'T)

Vendor repair (none)

Truck Repair and Maintenance

--Replace inner roller bearings on Rd side mower

In Kind Service

--(out) Wayne County Highway 1 truck (1 day) Centenary Rd

9/23/24-9/30/24

In House Work

- --Chop Centenary and Redman between Ridge and 104
- -- Painted around the shop
- --Mowed Rd sides
- -- Chop Harriman Park and Sill Rd
- --Cut Shoulders on Centenary and Redman between Ridge and 104
- --Mowed Landfill
- -- Cleaned up 2 fallen trees on Brantling Hill Rd
- --Haul sand
- --Ditch on Newell Rd

Vendor Repair

- --Regional (Replace foot pedal truck 80)
- --Lakeside Auto Service Grey f350

Truck Repair and Maintenance

- --Fixed sander (truck 80)
- --Paint equipment trailer

Email: highwaysup@sodus.ny.gov



9/23/24-9/30/24 (con't)

- --Changed hoses and grease truck 8
- --Replace brake chamber truck 3

In Kind Service

- --(out) Wayne County Highway 1 day truck and loader
- --(out) Equipment trailer (harvest fest)

Fuel Usage

--Tank 1 1158 gal

--Tank 2

69 gal

Total 1227 gallons

Jared Laird

Sodus Town Highway Superintendent

TOWN OF SODUS DOG CONTROL REPORT

		36/2	925	31/18	9/12	9/7	Date
		had Seit,	200	3:00 pm	3:30 pm	рт 5:38	TIME, 24 Hr. Clock Leave/ Return/ Start End
		5115	95.30 S	3:30 pm	5:00 pm	B. C. 33	Hr. Clock Return/ End
		Og RIAL Joy + Minstad Rd	2:30 Dog Complaint Maple Au Sodas	3:00 3:30 Dog Riffil 104 + Centucry Rd area no dog stern	Dog Rill in Sades Ridge Rd Dog token to Humane Society	C:30 Dog R.A.L in Scolco. Dog taken to Hamane Society	Nature of Incident / Call
			X			×	Sodus Village
							Sodus Point
•		\times		~	\times		Sodus Town
							Follow up Required

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

Signature: Kel

Name: Kobert Snyder

Start Date: 9-1-24

End Date: 9-30-24

Department: 000

DATE	BUSINESS PURPOSE	START ODOMETER	END ODOMETER	MILES	NOTES
9-7	R.A.L	8294	8330	36	
9-12	RAI		8715	32	
5-16	R.A.L Dog Complant R.A.L	8687 8944	8719 8960	10	
9-16	D. C. I. L.	9125	9131	166	
9-26	100 CONSIGNE	9125	9221	16	
1.00	Kithi	7205	1001	16	
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		, , , , , , , , , , , , , , , , , , ,		L	L

Total Mileage:

Signature:

Lebet Doyler

TOWN OF SODUS DC CONTROL REPORT

9.16	<u>ئ</u> ئۇ	9-11	6	÷	9-6	5-6	9-4	93	Date
8.00	<i>(</i> 3)	8,00	8.00		800	\$ \$2	800	ai.B	TIME, 24 Leave/ Start
12,00	Jion	1,00	8	25	is	100	300	izo	TIME, 24 Hr. Clock Leave/ Return/ Start End
6	Moured Camptons	Cleared Barn	Chotom Densing	Dow Introle M	Beach wood	Cametery marry	1	Emotous Mouine	
	W-								Nature of Incident / Call
·									
·						/			Sodus Village
									Sodus Point
									Sodus Town
									Follow up Required

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

Signature: Lyl Dyllassia

TOWN OF SODUS DC CONTROL REPORT

				9-24	g-18	Date
				8,00		TIME, 24 Leave/ Start
				12:00	12:00	TIME, 24 Hr. Clock Leave/ Return/ Start End
				Marion Don Cont	Comoton, work Conton	Na
					food	Nature of Incident / Call
	·	,		·		Sodus Village
						Sodus
						Sodus Town
						Follow up Required

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

Signature: 2 Republic

v.,651

Name:	Tyle Keshort
Start Date:	9-3-24
End Date:	
Department:	andery

DATE	BUSINESS PURPOSE	START ODOMETER	END ODOMETER	MILES	NOTES
9-3	Mowing	124677	124698	21	
9-4	Mowing	124698	124744	46	
9-5	Mouning	124775	124791	16	
9-5	Wood Esting	124855	124879	24	
9-12	mount	124879	124905	26	
9-16	Mousiner	124922	124954	3 A	
9-18	Morning Try Hard Stones	124976	124988	12	
9-24	Joy Revel Wrusy	125065	125086	21	
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Total Mileage:	198
Signature:	Zele Heplant

Name:	Hyle	Depho	t
Start Date:	9-6	/	
End Date:	*		
Department:	Beach.	wood	

9-6 %	Nowing Muning	124791 134844 124905	124810 124853 124922	19 9 17	
9-11 (Geor Barr Musing	134844 124905	124853	9 17	
9-13 1	Mouling	124905	124922	17	
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Total I	Mileage:
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45

Signature:

The Vishing

Name: Start Date: 9-7-24

End Date:

Department: Dog Controls officer

DATE	BUSINESS PURPOSE	START ODOMETER	END ODOMETER	MILES	NOTES
9-7	Dog Controle	124810	124822	12	
	4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
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Total M	lileage:
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Signature:

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October 8, 2024, 6:00 pm Board Meeting (Chris Tertinek)

September 2024

Overview of Code Enforcement (Frank Gahr)	YTD		
32 Permits issued. Down 9 from the previous month.	239		
7 Total inspections. Down 29 from the previous month.	348		
\$3184.30 fees collected. Down 32.0% from the previous month.	\$35,470.80		
\$285610.92 construction cost. Down 35.8% from the previous month.	\$4,256,908.11		
0 letters written. Previous month 36.	263		

September 2024

Overview Dog Control (Robert Snyder, backup Kyle Kephart)

1 Administrative trip

5 Dog action trips

4 Dog Running at large

1 Complaint

Call distribution.	<u>YTD</u>
2 Village of Sodus	19
0 Village of Sodus Point	0
3 Town of Sodus	51
0 Newark	1
0 Lyons	1

Lake Level (ASL = Above Sea Level)

Lake at 245.11' ASL at end of September. About 7" lower than end of August

At the end of September 2024, about 2" lower than at end of September 2023.

The end of September 2024 level is about even with historical average.

Long term forecast for mid-March of 2025 is 244.6' ASL. About 2" lower than long-time average, and about 5" lower 2024 mid-March.

F-4-15			
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Lori Diver

From:

Paulina Anderson < sodusrecandfun@gmail.com>

Sent:

Thursday, October 3, 2024 9:57 AM

To:

Lori Diver

Subject:

September Directors report

Follow Up Flag:

Follow up

Flag Status:

Flagged

sept 5th- Went to the Board meeting to give the August report. Advised we are going to start looking into bringing back the committee for Rec to create a sense of Checks and Balances.

Sept 19th- Spoke with Holly Sincerbeaux from SCSD to add Cheerleading to rec as a feeder program. There is a team in school but interest has decreased for a long time and the team became non existent for a tie frame. We believe by engaging with the kids at a younger age it will peak the interest and Sodus can once again have its cheerleading program as a shining example of what makes sodus better. Holly will be submitting a proposal like Mini Ballers did. This would be another volunteer based program with no payroll needed. She is aware that participating students would need to pay the insurance fee if they haven't already from previous rec programs in the 2024 year. I did say we may be able to use some of the funds from our recently received grant to cover those fees this year as it is a starter program and we want to draw interest and if she would like to do tshirts those would need to be covered by the parents.

I also have discussed with Dale about doing Adult(18+) Volleyball Sundays 5-7 in mid october to mid december for the \$25 fee for the insurance per participant (fees will NOT be covered by rec like for the kids

September 24th we voted on cheerleading using some of the grant money for the kids and it was approved.

September 30 Facilities request was submitted for 10/9, 10/16, 10/23 and 10/30 for the intermediate school gym for cheerleading, gathereing info to advertise for adult sports

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Date: October 2, 2024

Respectfully Submitted by: Nathan Mack

EVENTS

• I successfully attended the New York State Assessors Association annual conference that was held in Victor, NY last week. It was informative on some of the potential changes in real property tax law.

Around the Office

- Most exemptions that require annual renewals will be mailed out in November. Programs that require information for the 2023 tax year will be mailed closer to January.
- With the server pc crashing, a majority of my pictures within my valuation software are now corrupted. Unfortunately, when the program goes to access the parcel, the PC will freeze, causing it necessary to restart the whole computer. I have talked to NYS regarding the issue and because the issue is random, their only suggestion is re-do all the photos of all the properties in the Town. This may require the need for additional part time temporary help. Another solution I am actively looking into is a program I learned about from a vendor at the conference. There program will allow you to almost instantly add a picture into the NYS program after it is taken, which would save 100s of hours of computer work. I have requested a demo and pricing and I will keep the Town updated when I hear back.

Lori Diver

From:

Salvatore Vittozzi <salvittozzi@gmail.com>

Sent:

Wednesday, October 2, 2024 8:51 PM

To:

Lori Diver

Subject:

Beechwood report september

Follow Up Flag:

Follow up

Flag Status:

Flagged

September was another good month here at the park. Daily attendance is still at a high levels due to beautiful weather throughout the month. Camping slowed down with school starting but we still made \$390 for the month which pushed us over the \$5,000 mark for the year, which is the most we have made in a season so far, and we still have 3 months left to go. Everything is still growing at a decent pace so mowing and trail maintenance are still being done on a weekly basis. The cemeteries are still on their 10 day cycle as well. As we get later in to fall and the grass stops growing, we will start fall clean ups and general maintenance at each one. We also had scout camping trips each weekend in september and that will continue through october. It was a great start to fall here at the park.