

Map, Plan, and Report

Town of Ellicott – Fluvanna Sewer Extension Service Area

May 2024

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Prepared for:
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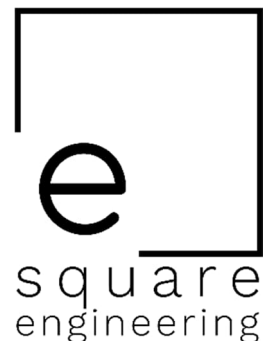


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1. Executive Summary

Although already included within two different existing sewer districts, properties in portions of the Fluvanna area of the Town of Ellicott currently lack public sewer service and utilize private on-site sewage disposal or septic systems for sanitary service. Many of the current septic systems are reported to be inadequate and do not meet current health standards. This area is also located very close to the shoreline of Chautauqua Lake and is suspected of contributing to the excessive nutrient and phosphorus loading on the Lake. As a result of water quality, NYSDEC has listed Chautauqua Lake as impaired and provided a Total Maximum Daily Load for phosphorus on the Lake.

This report describes improvements that could be implemented to extend public sewer service to the unsewered areas of the Fluvanna area in the Town of Ellicott. The extension of sewer service will ensure proper sanitary disposal is provided to the area and should benefit the water quality of Chautauqua Lake. The proposed service area is located directly adjacent to existing sanitary sewer facilities with capacity owned by the South and Center Chautauqua Lake Sewer District (SCCLSD). The SCCLSD is agreeable to operating, maintaining, and taking over the infrastructure once constructed by the Town of Ellicott Comprehensive Sewer District.

The estimated capital cost of construction to implement the recommendations included in this report is \$6,400,000. The total annual sewer charge for a single-family home is estimated to be between \$569 and \$1,431 per household. This cost will be dependent on the project's final funding package. Only users located within the new service area will be responsible for the debt service associated with the recommended improvements. Once implemented, this sewer system extension would protect the environment and Chautauqua Lake from inadequate on-site wastewater facilities.

2. Authorization

The Town of Ellicott authorized Square Engineering D.P.C, a NYS licensed professional engineering company, to prepare this Map, Plan, and Report for the Fluvanna Sewer Extension Service Area. The Map, Plan, and Report was prepared in accordance with Article 12 Section 202B of New York State Town Law.

3. Background, Existing Sewer Districts, and Facilities

3.1. Proposed Fluvanna Sewer Expansion Service Area

A map of the proposed service area is included in Figure 1 and a boundary description of the proposed service area is included as Appendix A.

3.2. Town of Ellicott Comprehensive Sewer District

The proposed service area is located within the Town of Ellicott Comprehensive Sewer District. This district was formed in 2000, but no sewer service was ever constructed in this area of Fluvanna. Original formation documentation is included in Appendix B.

3.3. Chautauqua County Center Chautauqua Lake Sewer District

The proposed service area is also located within the Chautauqua County Center Chautauqua Lake Sewer District. This district was formed in the 1970's, but no sewer service was ever constructed in this area of Fluvanna. The boundary of this district in relation to the proposed new service area is shown on Figure 1.

3.4. Existing Facilities and Need for Public Sewer

Properties in the proposed service area in Fluvanna currently lack public sewer service and utilize private on-site wastewater disposal systems. On-site wastewater disposal systems or septic systems in the area have been reported to cause substantial health and environmental problems. This has been documented in numerous studies dating back to the 1970's. In fact, most development in the surrounding area was halted by the Chautauqua County Health Department until construction of adequate public sanitary facilities occurred. Additionally, NYSDEC declared Chautauqua Lake an impaired water body per Section 303(d) of the federal Clean Water Act in 2004. Then in 2012, NYDEC determined a Total Maximum Daily Load (TMDL) phosphorus allocation. NYSDEC stated that septic systems contribute an estimated 719.4 lbs/yr of phosphorous to the South basin of Chautauqua Lake and that "short-circuited systems (those systems in close proximity to surface waters where there is limited opportunity for phosphorus adsorption to take place) also contribute significant phosphorus loads; septic systems within 250 feet of the Lake are subject to potential short-circuiting, with those closer to the Lake more likely to contribute greater loads." The report has recommended the construction of public sewers to reduce the Lake's phosphorus levels.

Over the past 50 years, Chautauqua County has made significant steps to sewer areas nearby along Chautauqua Lake to help address and mitigate the environmental problems and Lake's water quality issues. The properties in the proposed service area in Fluvanna have already been included within a sewer district because it is believed extending sewers to this area would have a positive impact on the environment and reduce nutrient loading to the Lake. The age, condition, lot sizes, and limited septic absorption of soils make it difficult to address problems resulting from private on-site wastewater disposal systems without construction of public sewers. The extension of public sewers to the area will reduce nutrient

loading on the Lake, improving water quality and would have significant benefits to the proposed service area.

4. Service Area Boundary and Equivalent Dwelling Units

4.1. Ownership and Service Area

Portions of the Fluvanna area in the Town of Ellicott currently do not have public sewer service. A potential sewer service extension would be located in and initially owned by the Town of Ellicott as part of the Ellicott Comprehensive Sewer District. This district was formed in 2000, but no sewer service was ever constructed in this area of Fluvanna. A map of the proposed service area is included in Figure 1 and a boundary description of the proposed service area is included as Appendix A.

After construction, it is the intention of the Town and agreeable to the Center Chautauqua Lake Sewer District to dedicate all public infrastructure in the service area owned by the Ellicott Comprehensive Sewer District to the Center Chautauqua Lake Sewer District. The service area is already located with the Center Chautauqua Lake Sewer District as shown on Figure 1. The Ellicott Comprehensive Sewer District would still be responsible for paying off all capital debt resulting from the original construction of service area infrastructure.

4.1.1. *User and Equivalent Dwelling Units*

An equivalent dwelling unit (EDU) is the unit to which a community charges a customer for utility service. An EDU generally equates all customers to a typical single-family home, with one single-family home being assessed one EDU. Based on tax parcel data and NYS property classes, an EDU assessment has been prepared, summarized below and included as Appendix C. The below EDU schedule would be utilized to divide capital debt charges among the service area.

Property Type	Number of Parcels in Service Area	EDU Assessment per Parcel	Total Number of EDU's
Single Family Residential	60	1	60
Commercial	15	Dependent	26
Community Services	1	Dependent	2
Vacant (Buildable)	22	0.5	11
Vacant (Non-Buildable)	7	0.01	0.07
Total			99.07 EDUs

4.2. Estimated Water/Sewer Usage

Considering there is no current public water supply, water use and metering data for the area is not available for sewer use estimates. The 2023 GHD report estimated sewage use on one EDU equivalent to 260 gallons per day of sanitary flow and utilized a peaking factor of 4. According to the GHD report, this resulted in an estimated average daily flow of 101,290 GPD based on current development and a future estimated average daily flow of 138,690 GPD.

These estimated flow rates are believed to be conservative as a typical average EDU in similar districts generally only utilizes approximately 150 GPD.

5. Proposed Facilities

The premise of the proposed facilities is to connect to existing South and Center Chautauqua Lake Sewer District facilities (which are located adjacent to the proposed sewer extension) for sewage conveyance and treatment. Proposed facilities were originally analyzed in the April 2023 *Town of Ellicott Fluvanna Sewer Expansion Preliminary Engineering Report* prepared by GHD. This Map, Plan, and Report builds upon the GHD Preliminary Engineering Report. A map summarizing the recommended improvements is included in Figure 2.

5.1. South and Center Chautauqua Lake Sewer District Conveyance and Treatment

The South and Center Chautauqua Lake Sewer Districts (SCCLSD) were formed in 1970 as result of studies indicating on-site sewage disposal systems were causing significant environmental problems and development in the area has halted. The service area included under this project was part of the originally formed Center Chautauqua Lake Sewer District, however sanitary facilities have never been constructed to service the project area. The SCCLSD WWTP located in the Village of Celoron has capacity to take flow from the proposed service area extension as current average daily flow is only 2.3 MGD, while the plant has a permitted capacity of 4.1 MGD. Additional infrastructure utilized by this sewer extension will include short sections of existing collection system piping adjacent to the Fluvanna area, the Bonita Pump Station, and conveyance piping after the Bonita Pump Station. According to the GHD report and the SCCLSD no upgrades to this existing infrastructure will be required as capacity is available for the service area expansion.

5.2. Proposed Facilities

The following major facilities would generally be required to provide sewer service to the Fluvanna area utilizing the SCCLSD for conveyance and disposal. A preliminary layout of these facilities is detailed on Figure 2.

- 6,200 linear feet of 8-inch SDR 35 PVC Gravity Sewer Main
- 1,100 linear feet of 6-inch SDR 35 PVC Gravity Sewer Lateral
- 31 Gravity Service Connections
- 25 Manholes
- 4,500 linear feet of Low-Pressure Sewer Main
- 5,300 linear feet of Low-Pressure Sewer Lateral
- 44 Grinder Pump Stations
- 2 Main Pump Stations
- 1,300 linear feet of Sanitary Sewer Force Main

The above list of improvements takes into consideration that additional development may occur near the I-86 interchange once utilities are extended to the area. We have provided gravity sewer lines to this area to allow for potential future development, as low-pressure sewer lines cannot be oversized and have a narrow flow range comparative to

gravity sewer. It is further assumed that minimal additional development would occur in the western residential portions of the project area.

5.3. Sanitary Sewer Service Connections

The proposed facilities will not include the physical connection of residences and business within the service area to the new sanitary sewer facilities. This work is generally considered private works and not permitted to be funded by public money according to the NYS Comptroller. Each developed parcel will be provided with a grinder pump or a sewer lateral that extends to the property line of or on each developed parcel. Each property owner will be required to contract with their own qualified plumber to connect to the public sewer system extension. The work the property owner is responsible for completing consists of:

- connection to the sewer lateral that extends from the gravity sewer main or grinder pump
- electrical connection of the grinder pump to site power (only necessary for low pressure sewer areas)
- decommissioning of existing on-site wastewater treatment disposal facilities

The above work will be inspected by the Town of Ellicott upon completion. The one-time cost of connecting to the sanitary system would be paid directly by the property owner and is estimated to be between \$5,000 and \$7,000 in contracted costs including a \$50 (residential) or \$150 (commercial) connection fee paid to SCCLSD, for a total of \$5,050 to \$7,150.

5.4. South and Center Chautauqua Lake Sewer District Services

In discussion with the SCCLSD, the County would be agreeable to and has capacity for taking over all infrastructure from this service area after construction. Capital debt from initial construction would still be the responsibility of the Town, but operation and maintenance, treatment charges, short lived asset reserves, and future capital improvements would be handled by the County. The area is already located within the Center Chautauqua Lake Sewer District and therefore a County District extension would not be required. The SCCLSD currently charges its single family residential users a charge of \$88.50 per quarter for sewer service. Commercial and industrial are charged a minimum of \$88.50 per quarter, but water use is also metered. Should water use exceed 17,500 gallons per quarter, commercial and industrial would be charged a prorated additional \$88.50 per 17,500 gallons of water use. These sewer rates include all current operation and maintenance, treatment charges, and short lived asset reserve saving expenses.

6. Project Costs and Financing

6.1. Project Capital Cost Estimate

The estimated probable capital cost for the Fluvanna Sewer Extension Service Area is detailed in Appendix D. The maximum **amount to be expended for the Town of Ellicott** Fluvanna Sewer Extension Service area is \$6,400,000.

6.2. Current Municipal Water System Funding Opportunities

The following funding programs provide grant and loan funding for municipal sewer systems and could be a relevant source of funding to this project:

6.2.1. *NYSEFC Managed Programs*

The NYS Environmental Facilities programs is one of the most common funding agencies for municipal water projects. NYSEFC manages a variety of grant and loan programs including the following:

- Clean Water State Revolving Fund (CWSRF): The NYSEFC CWSRF program provides grant and loan funding for municipal drinking water projects. Loans could have an interest rate as low as 0% interest for 30-year term. The exact type of funding a community qualifies for is determined using income-based hardship criteria as well as a project-based scoring criteria. The project does qualify for hardship funding which means the project is eligible 0% interest for 30-year loan.
- Bipartisan Infrastructure Law (BIL) Funding: BIL funding could provide up to 50% grant and a 30-year 0% interest loan. BIL funding is administered by NYSEFC and only DWSRF hardship communities are eligible for BIL funding. The Town of Ellicott has already been awarded a 50% BIL grant for this project. Refer to Appendix E for BIL award documentation.
- Water Infrastructure Improvement Act (WIIA) Grant: The WIIA grant program is administered by NYSEFC but utilizes a separate application process than CWSRF or BIL. For clean water projects, a WIIA grant could provide 25% or 50% grant. The standard WIIA grant amount is 25%, but if a project services a small, rural, disadvantaged community with a population of less than 3,500, the grant amount could be increased to 50%. The population of the project area is less than 3,500 and the Town appears to meet the other enhanced WIIA grant requirements, so it is possible for this project to obtain a 50% WIIA grant. Grant awards are capped at \$25 million. This program generally prioritizes hardship communities, projects addressing public health concerns, and shovel ready projects. The Town intends on applying for a WIIA grant.

6.2.2. *USDA RD Water and Environmental Program*

The United States Department of Agriculture (USDA) Rural Development (RD) Water and Environmental Program (WEP) can provide subsidized interest loans and grant

funding to rural communities with populations of 10,000 or less for drinking water, clean water, and stormwater projects. USDA RD assesses projects based on health and sanitary need, a communities median household income (MHI), and estimated annual users costs for utility service to determine grant and loan eligibility. Based on the Town's 2021 MHI and the scope of this project, the Town is likely to qualify for a 38-year loan with a poverty category interest rate (currently 2.125%). The Town could also qualify for grant funding should annual users costs for a typical single-family home exceed what USDA believes is an affordable amount. USDA considers an affordable amount for utility service to be any rate less than 1.5% of the 2021 MHI (i.e. less than 1.5% of \$55,159 or \$827 per EDU).

6.2.3. *HCR CDBG Public Infrastructure & Public Facilities Grant*

The Office of Homes and Community Renewal (HCR) Community Development Block Grant (CDBG) Public Infrastructure & Public Facilities (PIPF) program can provide grant funding to drinking water, clean water, and stormwater projects. Last year, the CDBG PIPF program would provide up to \$1,250,000 in grant funding (with eligible co-funding) to communities. A major requirement of this program is that project must benefit an area with a low-to-moderate income (LMI) that is greater than 51%. Currently the Town has a LMI of 37.06% and therefore requires an income survey to be eligible for this program. The CDBG program competitively scores projects based on a variety of factors including project scope, health and sanitary needs, project readiness, MHI, LMI, utility rates, the impact of grant funding on user costs, and ability to complete construction within a two-year window.

6.2.4. *NYSDEC Water Quality Improvement Project (WQIP) Program*

The NYS Department of Environmental Water Quality Improvement Project (WQIP) program is a competitive, reimbursement grant program that funds projects that directly improve water quality. The grant is extremely competitive and has historically funded many sewer extensions in the vicinity of impaired waterbodies (like Chautauqua Lake). If awarded, this program could provide a grant of up to \$10,000,000 or 80% of construction costs.

6.2.5. *Congressional Appropriations - Community Project Funding*

Congressional appropriations are funds earmarked for projects by Congress to be included within the yearly Presidential Budget. The process for selection is extremely political and the amount available funding can significantly vary on a year-to-year basis. The appropriations account for a water project would generally be the Department of Interior Environmental Protection Agency (EPA) State and Tribal Assistance Grant (STAG) program. If selected, a project could receive an estimated \$2,000,000 in grant funding.

6.3. Plausible Funding Scenarios

Completing this project will not be financially feasible without significant grant funding. Based on the projects scope and available funding, the following scenarios are all plausible:

- Scenario No. 1: NYSEFC 0% Hardship Loan and 90% Grant – This scenario includes the Town receiving a 30-year, 0% interest hardship loan through the NYSEFC CWSRF or BIL program. The Town would also receive additional grants totaling 90% of the project cost through a combination of CWSRF, BIL, CDBG, WQIP, WIIA, or Congressional Community Project funding.
- Scenario No. 2: NYSEFC 0% Hardship Loan and 75% Grant – This scenario includes the Town receiving a 30-year, 0% interest hardship loan through the NYSEFC CWSRF or BIL program. The Town would also receive additional grants totaling 75% of the project cost through a combination of CWSRF, BIL, CDBG, WQIP, WIIA, or Congressional Community Project funding.
- Scenario No. 3: NYSEFC 0% Hardship Loan and 50% Grant – This scenario includes the Town receiving a 30-year, 0% interest hardship loan through the NYSEFC CWSRF or BIL program. The Town would also receive additional grants totaling 50% of the project cost through a combination of CWSRF, BIL, CDBG, WQIP, WIIA, or Congressional Community Project funding. This is considered the worst case funding scenario as the Town has already secured this funding.

6.4. Total Estimated Annual User Costs

Exact user costs will depend on the actual project funding received. The table below summarizes estimated first year users costs for the plausible funding scenarios described above based on a maximum amount to be expended of \$6,400,000. Refer to Appendix F for a detailed breakdown. Estimated Annual User Costs and One Time Connection Costs

Estimated Annual User Costs and One Time Connection Costs

Potential Funding Package	Est. Annual Capital Debt per EDU	Est. Annual SCCLSD Cost per EDU*	Est. Total Annual User Cost per EDU	Est. One Time Cost for Sewer Connection
Scenario No. 1 90% Grant Loan: 30 year @ 0% Interest	\$215	\$354 (\$88.50 per quarter)	\$569	\$5,050 to \$7,150 One time connection Cost
Scenario No. 2 75% Grant Loan: 30 year @ 0% Interest	\$538		\$892	
Scenario No. 3 50% Grant Loan: 30 year @ 0% Interest	\$1,077		\$1,431	

6.4.1. *Estimated Project Debt Service*

The annual project debt service charge for the construction of the sewer service extension will be dependent on the project's final funding package. Based on funding Scenario No. 1, No. 2, and No. 3, debt service costs are estimated to be between \$215 and \$1,077 per EDU per year. Only users located within the new service area will be responsible for the debt service associated with the recommended improvements. The Town will not move forward with the project unless adequate grant funding can be obtained.

6.4.2. *Estimated Sewer Treatment, Annual Operation and Maintenance, and Reserve Charges*

Based on discussion with South and Center Chautauqua Lake Sewer District (SCCLSD), the Town of Ellicott will be able to construct the sanitary sewer system and dedicate all infrastructure to the Center District. The service area in the Town is already part of the County owned Center Chautauqua Lake Sewer District and therefore District expansion will not be required. The current residential sewer rate for a single-family home in the District is \$88.50 per quarter (\$354/year). This rate includes all sewage treatment, operation and maintenance, and reserve expenses. Commercial or industrial users will be charged a minimum of \$88.50 per quarter but will also be metered and pay additional costs if their water use exceeds a certain threshold. In speaking with the SCCLSD, they are supportive of this project and taking over all infrastructure. Capital debt payments on the infrastructure would not be taken over by the County and therefore would remain the responsibility of the Town.

6.4.3. *Total Estimated Annual User Cost and Connection Costs*

As described in Section 5.3, users will be required to pay for the connection of their property to the newly installed sewer system. Users will hire a plumber directly to make this connection and be responsible for the decommissioning and abandonment of their current septic system. The total one-time cost to connect to the system is estimated to be between \$5,050 and \$7,150. This cost is only applicable to the initial connection to the sanitary sewer system. After connection, the total estimated annual user for sewer will be between \$569 and \$1,431 per year per EDU. This cost includes the estimated charges for capital debt service, sewer treatment, and O&M/reserve amounts.

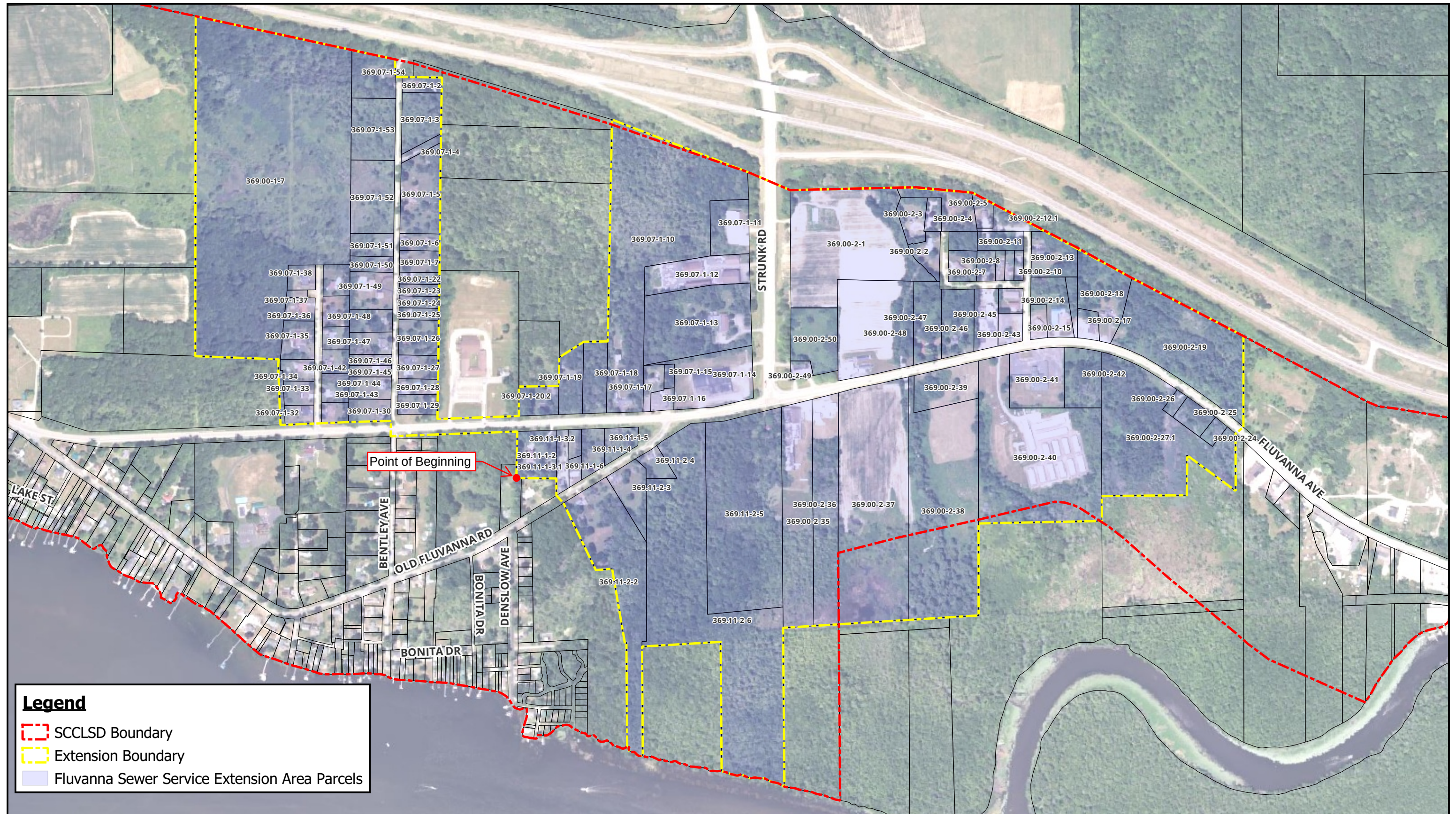
7. Next Steps

Should the Town Board of the Town of Ellicott desire to proceed with the Fluvanna sewer extension service area project, the Town must comply with NYS Town Law for the Increase or Improvement of Facilities. The results of this report should be publicly presented at a board meeting and the final report should be submitted to the NYSDEC and potential funding agencies for review and comment. Recommended next steps are listed below:

- Map, Plan, and Report reviewed by Town Attorney
- Complete the State Environmental Quality Act Review Process
- Conduct a Public Hearing to solicit feedback from the public
- Acceptance of Map, Plan, and Report by Town Board
- Authorize 202B Resolution
- Authorize Bond Resolution
- Secure Project Funding Package
- Complete Engineering Design
- Obtain Permits and Regulatory Approvals
- Bid Project in accordance with Municipal Law
- Complete Construction

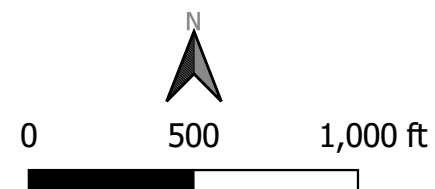
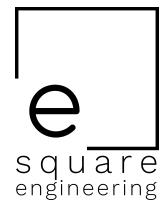
Figure 1

Fluvanna Service Area Boundary Map



Legend

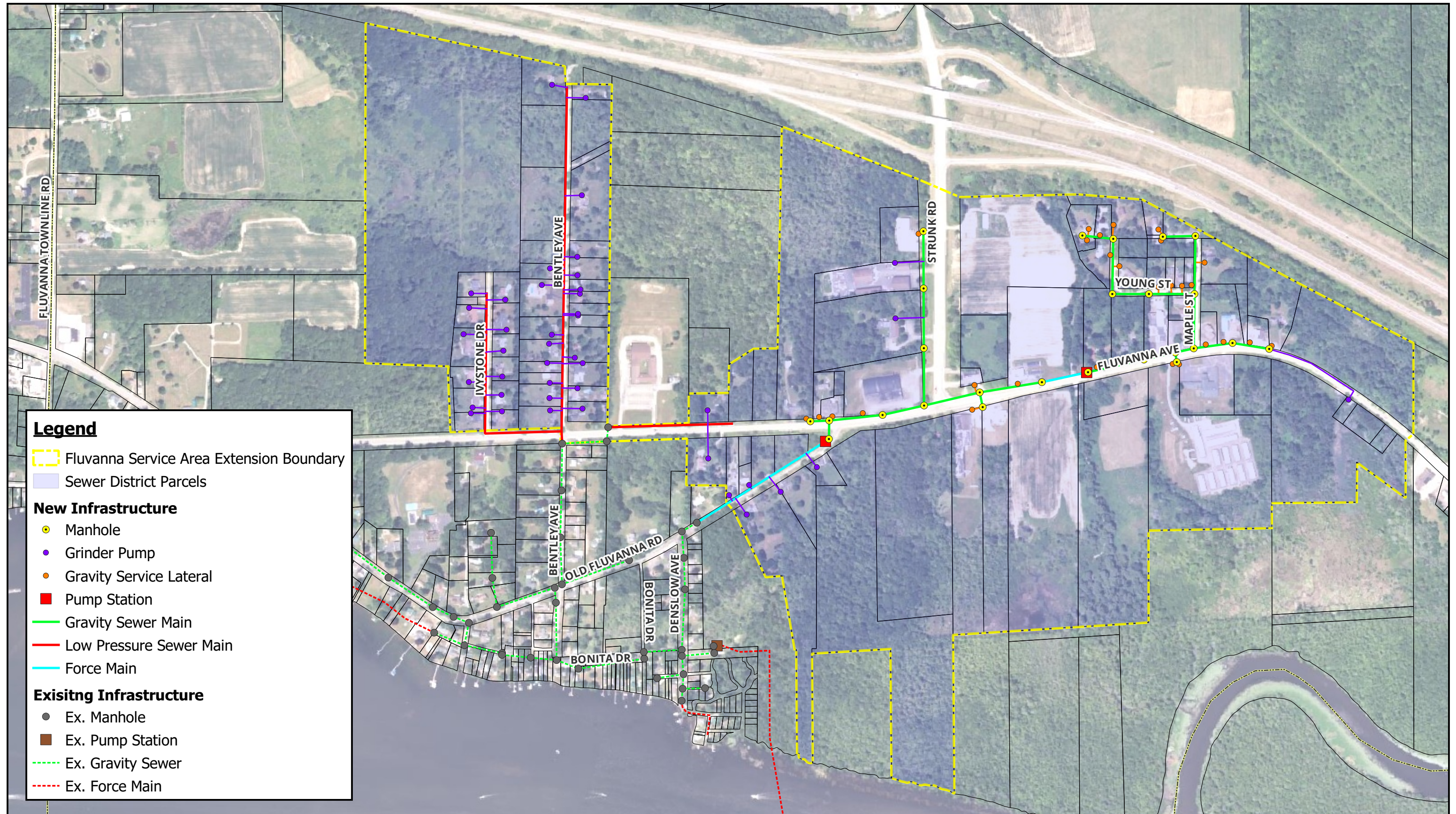
- SCCLSD Boundary
- Extension Boundary
- Fluvanna Sewer Service Extension Area Parcels



Town of Ellicott
Figure 1
Fluvanna Service Area Boundary Map
Chautauqua County, New York
05/22/2024
Project No. 114.002

Figure 2

Proposed Sanitary Sewer **Facilities**



Legend

- Fluvanna Service Area Extension Boundary
- Sewer District Parcels

New Infrastructure

- Manhole
- Grinder Pump
- Gravity Service Lateral
- Pump Station
- Gravity Sewer Main
- Low Pressure Sewer Main
- Force Main

Exisitng Infrastructure

- Ex. Manhole
- Ex. Pump Station
- Ex. Gravity Sewer
- Ex. Force Main

Appendix A

Fluvanna Service Area Written Boundary Description

BOUNDARY DESCRIPTION
TOWN OF ELLICOTT
FLUVANNA SEWER EXTENSION SERVICE AREA

The Town of Ellicott – Fluvanna Sewer Extension Area is located within the Town of Ellicott, County of Chautauqua, State of New York, being in particular described as follows. Tax Parcel information is based on the Chautauqua County Parcel Viewer GIS data from May 2024.

Commencing at a point of beginning, said point being the southwesterly corner of Parcel 369.11-1-3.1; thence proceeding northerly along the western boundary of Parcel 369.11-1-3.1 to the southeasterly corner of Parcel 369.11-1-2; thence proceeding westerly along the southern boundary of Parcel 369.11-1-2 to the southwesterly corner of Parcel 369.11-1-2; thence proceeding northerly along the western boundary of Parcel 369.11-1-2 to the northwesterly corner of Parcel 369.11-1-2; thence proceeding westerly along the southern right-of-way of Fluvanna Avenue (State Route 430) and across Bently Avenue to the western right-of-way of Bentley Avenue; thence proceeding northerly across Fluvanna Avenue (State Route 430) to the southeasterly corner of Parcel 369.07-1-30; thence proceeding westerly along the southern boundary of Parcels 369.07-1-30, 369.07-1-31, 369.07-1-32, and 369.00-1-7 to a southwesterly corner of Parcel 369.00-1-7; then proceeding northerly along a western boundary of Parcel 369.00-1-7 to a corner of Parcel 369.00-1-7; thence proceeding westerly along a southern boundary of Parcel 369.00-1-7 to a southwesterly corner of Parcel 369.00-1-7; thence proceeding northerly along the western boundary of Parcel 369.00-1-7 to the northwesterly corner of Parcel 369.00-1-7; thence proceeding easterly along the northern boundary of Parcels 369.00-1-7 and 369.01-1-54 to the northeasterly corner of Parcel 369.07-1-54; thence proceeding southerly to a point along the eastern boundary of Parcel 369.07-1-54; thence proceeding easterly across Bentley Avenue and along the northern boundary of Parcel 369.07-1-2 to the northeasterly corner of Parcel 369.07-1-2; thence proceeding southerly along the eastern boundary of Parcels 369.07-1-2, 369.07-1-3, 369.07-1-4, 369.07-1-5, 369.07-1-6, 369.07-1-7, 369.07-1-22, 369.07-1-23, 369.07-1-24, 369.07-1-25, 369.07-1-26, 369.07-1-27, 369.07-1-28, 369.07-1-29 to the northern right-of-way of Fluvanna Avenue (State Route 430); thence proceeding westerly along the northern right-of-way of Fluvanna Avenue (State Route 430) to the southwesterly corner of Parcel 369.07-1-20.2; thence proceeding northerly along the western boundary of Parcel 369.07-1-20.2 to the northwesterly corner of Parcel 369.07-1-20.2; thence proceeding easterly along the northern boundary of Parcel 369.07-1-20.2 to the northeasterly corner of Parcel 369.07-1-20.2; thence proceeding northerly along the western boundary of parcel 369.07-1-19 to the northwesterly corner of Parcel 369.07-1-19; thence proceeding northeasterly along the northern boundary of Parcel 369.07-1-19 to the northeasterly corner of Parcel 369.07-1-19; thence proceeding easterly along the northern boundary of Parcel 369.07-1-18 to the northeasterly corner of Parcel 369.07-1-18; thence proceeding northerly along the western boundary of Parcel 369.07-1-10 to the northwesterly corner of Parcel 369.07-1-10; thence proceeding easterly along the northern boundary of Parcel 369.07-1-10 to the western right-of-way of Strunk Road; thence proceeding easterly across Strunk Road and along the northern boundary of Parcels 369.00-2-1, 369.00-2-5, 369.00-2-12.2, 369.00-2-12.1, 369.00-2-13, 369.00-2-18, and 369.00-2-19 to the northeasterly corner of Parcel 369.00-2-19; thence proceeding southerly along the eastern boundary of Parcel 369.00-2-19 to the northern right-of-way of Fluvanna Avenue (State Route 430); thence proceeding southerly across Fluvanna Avenue (State Route

430) and along an eastern boundary of Parcel 369.00-2-27.1 to a southeasterly corner of Parcel 369.00-2-27.1; thence proceeding northwesterly along a southern boundary of Parcel 369.00-2-27.1 to a corner of Parcel 369.00-2-27.1, thence proceeding southerly along an eastern boundary of Parcel 369.00-2-27.1 to a southeasterly corner of Parcel 369.00-2-27.1; thence proceeding westerly along a southern boundary of Parcel 369.00-2-27.1 to the southwesterly corner of Parcel 369.00-2-27.1; thence proceeding southerly along the eastern boundary of Parcel 369.00-2-40 to the southeasterly corner of Parcel 369.00-2-40; thence proceeding westerly along the southern boundary of Parcel 369.00-2-40 to the southwesterly corner of Parcel 369.00-2-40; thence proceeding southerly along the eastern boundary of Parcel 369.00-2-38 to the southeasterly corner of Parcel 369.00-2-38; thence proceeding westerly along the southern boundary of Parcels 369.00-2-38, 369.00-2-37, 369.00-2-36 and 369.00-2-35 to the southwesterly corner of Parcel 369.00-2-35; thence proceeding southerly along the eastern boundary of Parcel 369.11-2-6 to the southeasterly corner of Parcel 369.11-2-6; thence proceeding westerly along the southern boundary of Parcel 369.11-2-6 to the southwesterly corner of Parcel 369.11-2-6; thence proceeding northerly along the western boundary of Parcel 369.11-2-6 to a corner of Parcel 369.11-2-6; thence proceeding westerly along the southern boundary of Parcel 369.11-2-6 to the southwesterly corner of Parcel 369.11-2-6; thence proceeding southerly along the eastern boundary of Parcel 369.11-2-2 to the southeasterly corner of Parcel 369.11-2-2; thence proceeding westerly along southern boundary of Parcel 369.11-2-2 to the southwesterly corner of Parcel 369.11-2-2; thence proceeding northerly along the western boundary of Parcel 369.11-2-2 to the southern right-of-way of Old Fluvanna Road; thence proceeding northerly across Old Fluvanna Road to the southwesterly corner or Parcel 369.11-1-3.1, said corner also being the Point of Beginning.

Appendix B

Original District Formation Documentation

District Formation Resolution

RESOLUTION #25-00

Establishment of Comprehensive Water & Sewer Districts (Final Order)

Motion by Supervisor Tyler, seconded by Councilman Lodestro that the Town of Ellicott Comprehensive Water & Sewer Districts are hereby **erected and established** and the boundaries set pursuant to Town Law Section 209-f 2. (see 'Comprehensive Water & Sewer District' file for detail)

Adopted.

Ayes - 5

Noes - 0

Absent - 0

January 5, 2000


Mike Erlandson,
Town Clerk

Comptroller Approval Letter

H. CARL McCALL
STATE COMPTROLLER



STATE OF NEW YORK
OFFICE OF THE STATE
COMPTROLLER

A.E. SMITH STATE OFFICE BUILDING
ALBANY, NEW YORK 12236

February 8, 2000

Gregory R. Yaw
Attorney & Counselor at Law
100 East Second Street, First Floor
Post Office Box 729
Jamestown, New York 14702-0729

Re: Town of Ellicott;
Ellicott Comprehensive
Sewer District;
Ellicott Comprehensive Water
District

Dear Mr. Yaw:

This will acknowledge receipt of the orders of the town board of the Town of Ellicott, dated January 5, 2000, establishing the districts referred to above.

These orders were filed in the Office of the State Comptroller on January 31, 2000.

In acknowledging receipt, we express no opinion as to the validity of the proceedings.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Mitchell S. Morris'.

Mitchell S. Morris
Associate Counsel

MSM:EMM:pn
cc: Steve Fountain

GREGORY R. YAW
Attorney and Counselor at Law
100 East Second Street, First Floor
POST OFFICE BOX 729
JAMESTOWN, NEW YORK 14702-0729

FACSIMILE
716-664-2772

GregYaw@madbbs.com

TELEPHONE
716-664-1112

February 11, 2000

Mr. Michael C. Erlandson, Clerk
Town of Ellicott
215 South Work Street
Falconer, New York 14733

RE: Ellicott Comprehensive Water and Sewer Districts

Dear Mike:

I am transmitting with this letter to you, and by copy of this letter to Ken Lasker, the February 8, 2000 letter from the New York State Comptroller acknowledging receipt Orders establishing the districts as required by Article 12-A of the Town Law of the State of New York.

Sincerely,



GREGORY R. YAW

GRY:tm

Enc.

c: Kenneth M. Lasker, Esq.



**Original Water and Sewer Agreement between
Town of Ellicott and Jamestown BPU**

Water and Sewer Agreement

This Agreement is made and entered into this 31ST day of August, 1998, by and between:

CITY OF JAMESTOWN, NEW YORK, a municipal corporation, by its Board of Public Utilities, having its principal office at 92 Steele Street, Jamestown, New York 14701 (hereinafter referred to as the *City*), and

TOWN OF ELLICOTT, NEW YORK, a municipal corporation having its principal office at 215 South Work Street, Falconer, New York 14733 (hereinafter referred to as the *Town*).

WITNESSETH:

Whereas, the City, through its Board of Public Utilities (*BPU*), owns and operates a potable water supply system and a sanitary sewerage system, and

Whereas, the Town has previously formed several water and sanitary sewer districts within the Town, and

Whereas, the City has heretofore contracted with the several districts of the Town for the supply of water thereto and for the collection and treatment of sewage therefrom in compliance with the General Municipal Law of the State of New York, and

Whereas, the City, the Town, and other municipalities entered into an Agreement (the 1987 Inter-Municipal Agreement) dated July 31, 1987, by which the parties thereto agreed that all sewer and water districts to be served by the City would enter into agreements with the City and the BPU, and

Whereas, the City desires to continue water and sanitary sewage services to the Town by service to existing districts and those to be created in the future, and the Town desires to use the water and sewage services of the City;

Now, Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The City agrees to sell water and to provide sanitary sewer services to users within the Town upon the same terms and conditions as provided to properties within the City except as specifically modified by this Agreement. For the purposes of this Agreement, *sewer* or *sewer services* refer to sanitary sewer services.

2. Water and sewer services will be provided at the cost of one hundred fifty percent (150%) of the rate charged for comparable water and sewer service within the City. The Town hereby adopts the water and sewer rates established by the City under this paragraph and authorizes the City to bill charges due from users in the district in accordance with the terms of this Agreement either in the name of the City or in the name of the Town.

3. The Town agrees to reimburse the City for any reported individual water or sewer bills unpaid by any user within the Town for a period in excess of sixty (60) days after the due date of such bill as follows. By November 1 of each year, the City may report the unpaid bills to the Town on a list containing a description of the property served sufficient to identify it, the tax map number, the names of the persons or corporations liable to pay for the same, and the amounts chargeable. The Town shall include the past due amounts on the tax bills to the property owners and shall pay the City the past due amounts within thirty (30) days of receipt thereof by the Town. Nothing in this paragraph shall be read to restrict the rights of the City to collect past due amounts through normal collection procedures, including service disconnect.

4. The Town agrees to regulate its water and sewage systems by regulations substantially the same as the existing regulations applicable within the City and, additionally, agrees to comply with all applicable laws, regulations, and ordinances pertaining to water and sewage systems. The BPU agrees to provide the Town with copies of changes to the City regulations.

5. The Town agrees that it is solely responsible for the legal creation and the ownership of all water and sewer districts within the boundaries of the Town, and it shall be solely responsible for obtaining all approvals, resolutions, and permits required by federal, state, regional, or local bodies having jurisdiction over the districts and over the supply of water and collection of sewage to and from the districts which the City would not otherwise be responsible to obtain. The Town shall, at the City's request, provide the City with copies of the documentation of all pertinent approvals, resolutions, and permits which have not already been provided to it.

6. The Town shall not be deemed in breach of this Agreement if users of services of the City shall fail and/or refuse to form a legal district. It is mutually agreed that users of services of the City not located within a legally formed water and/or sewer district shall not be subject to or protected by the terms imposed by this Agreement or the 1987 Inter-Municipal Agreement.

7. The City, at no extra charge, agrees to perform the normal operation, maintenance, and repair of the existing water distribution mains, including fire hydrants (excluding elevated storage tanks), and sewage collection system (excluding sewage pumps and meters) located within the Town to the same standard applied to the water and sewage lines within the City. The cost of any improvements or extensions of the water or sewer systems of the Town, including replacement of damaged or deteriorated lines, shall be borne by the Town, whether performed by the City or a third party, except as provided in Exhibit C annexed hereto.

8. Exfiltration and infiltration of Town-owned sewage lines shall not exceed one hundred (100) gallons per inch of pipe diameter per mile per day. Any breaks in lines or opening of joints or other defects in the district system, including unacceptable levels of infiltration, shall be repaired immediately at the sole expense of the Town.

9. The Town shall specify a Water and Sewer District Supervisor or Supervisors and alternates who will be available to make responsible decisions for the Town on an emergency basis. Names and telephone numbers are to be on file in the BPU central control room. The BPU shall promptly advise the Town of the fact of the emergency and shall make all necessary emergency repairs.

10. The Town shall maintain ownership and control of the sewage collection system and water distribution system within the boundaries of the Town and shall assume the risk of loss or damage thereof. The City shall own all systems located within the City, whether installed by the City or the Town. The City shall continue to own sewage and water transmission lines located within the Town and shall assume the risk of loss thereof or damage thereto.

11. Services will be provided at the closest point of connection within the limits of the City. If, according to accepted industry standards, the system is incapable of handling the additional capacity at the closest point of connection, the Town shall at its sole expense be responsible for the installation of pipelines and appurtenances to the nearest point of connection within the City.

that is capable of handling the additional capacity. The City represents that it is not aware of any areas in which the water and/or sewer systems are incapable of handling marginal additional capacity.

12. Sewer and water districts of the Town established prior to this Agreement shall waive capital costs (by this or any other name) which were or may have been made to the City pursuant to a prior agreement of service and renounce any right or claim of ownership in the City's sewage collection and treatment system and water supply system. The City hereby waives the right to collect a separate capital contribution (by this or any other name) for water or sewer districts formed in the future and to be serviced pursuant to this Agreement and waives the right to collect the costs of treatment plant upgrades other than through normal rates or assessments.

13. The Town shall require individual customer water meters within the Town to be installed in accordance with the standards established by the City for its own water and sewer systems. The City agrees to read the individual customer meters within the Town on a routine basis and to supply monthly billing statements for water and/or sewer usage for each customer within the Town. Where it is technically infeasible to measure sewage flow by water meter, the City will measure sewage flow by sewage flow meters, or by field measurements and estimations of flow performed by the City at no additional cost.

14. The Town agrees to prohibit the making of any new water or sewer connections to the piping within or without the Town without the written consent of the City, which approval shall be governed by the 1987 Inter-Municipal Agreement. The Town agrees to assume the responsibility to monitor and control all authorized and unauthorized use of water and sewer services within the Town. The Town is prohibited from selling water or sewer services outside of the Town without the express written permission of the City.

15. The Town agrees that the City shall not be liable for any interruption in the receipt of water or sewage services, occasioned by the natural forces of nature, strike or other labor dispute, mechanical breakdown, or other events beyond the direct control of the City, and, accordingly, the Town hereby agrees to indemnify and hold the City harmless from liability including the cost of legal defense of any claim which may be brought by any user or recipient of the services within the Town against the City.

16. The Town agrees to indemnify, defend, and save the City harmless from any and all liability resulting to the Town or third parties from the operation of the water and sewage systems within the Town, including, but not limited to, liability for damages caused by broken water or sewer lines, flooding, roily water, failure to supply water and sewer back flow.

17. In the event that any sewer user within the Town discharges any waste prohibited by the sewer use ordinance of the City into the sewage system of the Town and such discharge results in damage to the sewage system of the City, including the City's sewage treatment plant, the Town hereby agrees to pay to the City any and all damages which the City may sustain.

18. This Agreement supersedes all previous sewer and water agreements entered into between the Town, or the various districts thereof, and the City, whether current or expired, except the 1987 Inter-Municipal Agreement which remains in full force and effect.

19. The term of this Agreement shall be from the effective date hereof until the expiration of ten (10) years thereafter. The City and the Town shall enter into good faith negotiations for the renewal of this Agreement commencing not later than the beginning of the eighth year of the term. In the event that the City and the Town are unable to successfully negotiate the terms of a new Agreement by the ninth anniversary of the effective date of this Agreement, then either party may, by written notice given at least nine months prior to the end of the term, terminate the Agreement effective at the end of the 10-year term. In such event, no rights or obligations recited in this Agreement shall survive the expiration. However, the terms and conditions of the 1987 Inter-Municipal Agreement shall continue, and the parties shall be governed thereby. If neither party gives written notice of termination, then the terms and conditions of this Agreement shall be deemed to be renewed for a period of one year, and from year to year thereafter, until such time as the City and the Town enter into a new Agreement or a party gives nine months notice of termination to be effective at the end of the then current one-year term.

20. This Agreement is not assignable by either party hereto without the written consent of the other party.

21. All notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered in writing personally or sent by certified mail, return receipt requested, to the other party at the address given in this Agreement, or at such different address as may be fur-

nished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

22. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

23. The parties hereto expressly agree that it is not the intention of either party to violate public policy or statutory or common law and that if any sentence, paragraph, clause, or combination of the same of this Agreement is in violation of any law, such sentence, paragraph, clause or combination of the same shall be inoperative and the remainder of this Agreement shall be binding upon the parties hereto.

24. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

25. This Agreement contains the following appendices, which are incorporated herèin and made a part hereof:

- APPENDIX A - Maintenance of sewage meters and pumps.
- APPENDIX B - Maintenance charges in water districts.
- APPENDIX C - Ellicott Water District #1 special conditions.
- APPENDIX D - Water Meters in Sewer District #4.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

CITY OF JAMESTOWN BOARD OF
PUBLIC UTILITIES

By Richard A. Kimball, Jr.
Richard A. Kimball, Jr., Mayor

TOWN OF ELLICOTT

By Patrick A. Tyler
Patrick Tyler, Town Supervisor

APPENDIX A

Maintenance of Sewage Meters

Ellicott Sewer District #4

The BPU, at no charge to the district, will service and maintain the master sewer meter located within District #4 for its own use and purposes. It is agreed that if, at its sole discretion, the BPU determines that it is no longer feasible to maintain the meter, its use will be discontinued and the meter will be removed from service and will not be replaced.

APPENDIX B

Maintenance Charges in Water Districts

In addition to the rate paid by Water Districts 2, 3, 4, and 5, known as the Mason Industrial Park, Airport District, Comfort Inn, and Motel 6, respectively, the districts will pay a monthly maintenance fee as follows:

District 2	\$ 300
District 3	1,280
District 4	50
District 5	50

The Town may pay the BPU directly for these maintenance charges or, alternatively, the BPU can directly bill the customers in each district according to a formula provided to the BPU by the Town.

APPENDIX C

Ellicott Water District #1 Special Conditions

Water distribution system replacements or improvements in Ellicott Water District #1 shall be paid for as follows:

- (a) The City will provide replacement materials, installation, inspection, and testing to current City standards.
- (b) The Town will provide backfill material and restoration of the right-of-way, including street restoration.

APPENDIX D

Water Meters in Sewer District #4

The BPU will install private water meters at the residence of each customer currently residing in District #4. The cost of the meter, with installation, shall be \$50 and will be billed to each customer on the customer's sewer bill at \$2 per month for 25 months.

Appendix C

Fluvanna Service Area EDU Schedule and Assessment

Town of Ellicott - Fluvanna Sewer Service Extension
List of Properties and EDU Assessment

Tax ID No.	Primary Owner	Local Address	Property Class	Geneal Class	General Property Category	Property Class Description	EDU
369.00-1-7	Steven Puleo	2915 Ivystone Dr, Ellicott, NY 14701	322	300	Vacant land	Residential vacant land over 10 acres	0.5
369.00-2-1	Allen Peterson	2944 Strunk Rd, Ellicott, NY 14701	120	100	Agricultural	Field crops	0
369.00-2-10	Peter Sisak	3202 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-11	Jerry Tellinghuisen	Maple St, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.5
369.00-2-12.1	Jerry Tellinghuisen	Maple St, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-12.2	Timothy O Boyle	Maple St, Ellicott, NY 14701	331	300	Vacant land	Commercial vacant land with minor improvements	0.01
369.00-2-13	Thomas Nolan	2586 Maple St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-14	SAMJAM Chautauqua, Inc.	3148 Fluvanna Ave Ext, Ellicott, NY 14701	431	400	Commercial	Auto dealers – sales and service	1
369.00-2-15	Equity Trust Co. Custodian FBO Bruce Scroxtan IRA	3152 Fluvanna Ave Ext, Ellicott, NY 14701	433	400	Commercial	Auto body, tire shops, other related auto sales	1
369.00-2-16	Hiller Tire Serv Of Jmstn	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.01
369.00-2-17	Hiller Jamestown Inc	3140 Fluvanna Ave Ext, Ellicott, NY 14701	433	400	Commercial	Auto body, tire shops, other related auto sales	1
369.00-2-18	Hiller Jamestown Inc	3132 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-19	LTD Meritocracy Ventures	Fluvanna Ave Ext, Ellicott, NY 14701	322	300	Vacant land	Residential vacant land over 10 acres	0.5
369.00-2-2	Larry Donnelly	3237 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-24	JC Commercial Properties LLC	3101 Fluvanna Ave Ext, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.01
369.00-2-25	Donald Shutters	3105 Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-26	Yvonne Stenstrom	3113 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-27.1	Jebco OGM Resources, Inc.	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-3	Darlene Turnquist	3251 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-35	Don Gage Family Trust GST Exempt	3263 Fluvanna Ave Ext, Ellicott, NY 14701	449	400	Commercial	Other storage, warehouse and distribution facilities	1
369.00-2-36	NOCO Cherry Creek Properties LLC	3255 Fluvanna Ave Ext, Ellicott, NY 14701	441	400	Commercial	Fuel storage and distribution facilities	0
369.00-2-37	Allen Peterson	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0
369.00-2-38	ROBO Enterprises, Inc.	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-39	ROBO Enterprises, Inc.	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-4	Keith Bloomberg	3246 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-40	Robo Enterprises Inc	3209 Fluvanna Ave Ext, Ellicott, NY 14701	449	400	Commercial	Other storage, warehouse and distribution facilities	1
369.00-2-41	Mona Seagren Enterprises Inc.	3155 Fluvanna Ave Ext, Ellicott, NY 14701	421	400	Commercial	Restaurants	4
369.00-2-42	David Goldstein	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-43	Mona Seagren Enterprises	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-44	Shane Developers Inc	3205 Young St, Ellicott, NY 14701	411	400	Commercial	Apartments	1
369.00-2-45	Fluvanna Enterprises LLC	3208-3212 Fluvanna Ave Ext, Ellicott, NY 14701	484	400	Commercial	One story small structure	1
369.00-2-46	Christopher Churchhill	3218 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-47	Steven Moreen	3226 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-48	Allen Peterson	3246 Fluvanna Ave Ext, Ellicott, NY 14701	473	400	Commercial	Greenhouses	1
369.00-2-49	HAWC Wellness Enterprises, LLC	3266 Fluvanna Ave Ext, Ellicott, NY 14701	464	400	Commercial	Office building	10
369.00-2-5	Ronald Frederes	3240 Young St, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.5
369.00-2-50	HAWC Wellness Enterprises LLC	Fluvanna Ave Ext, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.00-2-6.1	P.A. Baker Properties LLC	Young St, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.5
369.00-2-6.2	Laurie Baker	3224 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-7	Charity Carris	3214 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-8	Joseph Brown	3208 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.00-2-9	Timothy Lobb	3204 Young St, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-10	John Hedin	3340 Fluvanna Ave Ext, Ellicott, NY 14701	240	200	Residential	Rural residence with acreage	1
369.07-1-11	Jamestown's Rental Properties, LLC	2947 Strunk Rd, Ellicott, NY 14701	449	400	Commercial	Other storage, warehouse and distribution facilities	1
369.07-1-12	OBC Upstate LLC	2887 Strunk Rd, Ellicott, NY 14701	457	400	Commercial	Small retail outlet	1
369.07-1-13	Chautauqua Co Humane	2825 Strunk Rd, Ellicott, NY 14701	694	600	Community Services	Animal welfare shelters	2
369.07-1-14	Lawson Boat and Motor LLC	3316 Fluvanna Ave Ext, Ellicott, NY 14701	456	400	Commercial	Medium retail outlet	1
369.07-1-15	Marco Lobello	Fluvanna Ave Ext (Rear), Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.01

Town of Ellicott - Fluvanna Sewer Service Extension
List of Properties and EDU Assessment

Tax ID No.	Primary Owner	Local Address	Property Class	Geneal Class	General Property Category	Property Class Description	EDU
369.07-1-16	Marco Lobello	3328 Fluvanna Ave Ext, Ellicott, NY 14701	449	400	Commercial	Other storage, warehouse and distribution facilities	1
369.07-1-17	Marco Lobello	3334 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-18	John Hedin	Fluvanna Ave Ext, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.5
369.07-1-19	Everett Gardner	3354 Fluvanna Ave Ext, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.5
369.07-1-2	William Morgenstern	2986 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-20.2	Dean Heitman	3358 Fluvanna Ave Ext, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-22	Steve Fowler	2916 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-23	Robin Rybicki	2912 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-24	Lucas Munella	2906 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-25	Randall Carlson	2902 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-26	Katherine Hayes	2892 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-27	Robert Olson	2884 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-28	Fred R & Maria R Fred Irrevocable Trust	2876 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-29	Steven Darling	2868 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-3	Chautauqua Watershed Consevancy, Inc.	Bentley Ave, Ellicott, NY 14701	330	300	Vacant land	Vacant land located in commercial areas	0.5
369.07-1-30	Andrew Lindstrom	2867 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-31	Runee Prince	2866 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-32	Nolan Knipe	2869 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-33	Jessica Mason	2871 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-34	Douglas Kibbe	2875 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-35	Crandall Joint Rev Trust I	2887 Ivystone Dr, Jamestown, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-36	Jacis Blake	2901 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-37	Austin Wilson	Ivystone Dr, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.01
369.07-1-38	Austin Wilson	2911 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-39	Don Harriman	2912 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-4	Chautauqua Watershed Consevancy, Inc.	Bentley Ave, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.01
369.07-1-40	Mark Lockwood	2900 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-41	Richard Keefer	2890 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-42	Andrew Tanner	2880 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-43	George Adams	2874 Ivystone Dr, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-44	Jay Oste	2875 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-45	Kimberly Latone	2879 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-46	Jane Lockwood	2885 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-47	Kevin Millward	2889 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-48	Stacy Nelsen	2899 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-49	Kevin Newman	2911 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-5	Jane Sparling	2942 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-50	Frank Jagoda	2919 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-51	Nick Raynor	2927 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-52	Chautauqua Watershed Consevancy, Inc.	Bentley Ave, JAMESTOWN, NY 14701	311	300	Vacant land	Residential vacant land	0.5
369.07-1-53	Chautauqua Watershed Consevancy, Inc.	Bentley Ave, Ellicott, NY 14701	314	300	Vacant land	Rural vacant lots of 10 acres or less	0.5
369.07-1-54	Jacob Harvey	2985 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-6	Douglas Lindquist	2928 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.07-1-7	Ellis Norton	2922 Bentley Ave, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-2	Jennifer Schrader	3359 Fluvanna Ave Ext, Jamestown, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-3.1	Anna Wilcox	3354 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-3.2	Christopher Padd	Old Fluvanna Rd, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.01
369.11-1-4	Solutions DNA, LLC	3348 Old Fluvanna Rd, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.5

Town of Ellicott - Fluvanna Sewer Service Extension
List of Properties and EDU Assessment

Tax ID No.	Primary Owner	Local Address	Property Class	Geneal Class	General Property Category	Property Class Description	EDU
369.11-1-5	Conservancy Chautauqua Watershed	Fluvanna Ave Ext, Ellicott, NY 14701	311	300	Vacant land	Residential vacant land	0.5
369.11-1-6	Patricia Cobb	3352 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-7	Jennifer Schrader	3368 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-8	Samuel Valvo	3372 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-1-9	John Wojciechowicz	3380 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-2-2	James Glenn	3351 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-2-3	Michael Wirsen	3341 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-2-4	Kelly Fleming	3331 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
369.11-2-5	Sally Gage	Fluvanna Ave Ext, Ellicott, NY 14701	312	300	Vacant land	Residential land including a small improvement	0.5
369.11-2-6	Howard Morrison	Old Fluvanna Rd, Ellicott, NY 14701	322	300	Vacant land	Residential vacant land over 10 acres	0.5
369.11-2-60	Charles Blauser	3365 Old Fluvanna Rd, Ellicott, NY 14701	210	200	Residential	Single Family Residential	1
TOTAL							99.07

Summary

Category	Number of Parcels	Total No. of EDUs
Agricultural	1	0
Residential	60	60
Commercial	15	26
Community Services	1	2
Parks and Forest	0	0
Vacant Land	30	11.07
TOTAL	107	99.07

Appendix D

Estimate of Probable Project Cost

Town of Ellicott - Fluvanna Sewer Expansion
 Budgetary Project Cost Estimate

AJM
 5/22/2024

Item	Description	QTY	Unit	Unit Cost	Total
1	8-Inch SDR 35 PVC Sewer Main	6,200	LF	\$100	\$620,000
2	6-Inch SDR 35 PVC Sewer Lateral	1,100	LF	\$50	\$55,000
3	Gravity Sewer Trenching, up to 8 Feet Deep	4,600	LF	\$50	\$230,000
4	Gravity Sewer Trenching, 8-12 Feet Deep	1,600	LF	\$125	\$200,000
5	4-Foot Diameter Manhole	200	VLF	\$1,200	\$240,000
6	Manhole Frame and Cover	25	EA	\$1,500	\$37,500
7	Gravity Wye Connection	31	EA	\$1,000	\$31,000
8	Low-Pressure Sewer Main	4,500	LF	\$60	\$270,000
9	Low-Pressure Sewer Lateral	5,300	LF	\$40	\$212,000
10	Grinder Pump Stations	44	EA	\$10,000	\$440,000
11	Grinder Pump Lateral Kits	44	EA	\$2,000	\$88,000
12	Grinder Pump Electrical (Pump to Panel)	44	EA	\$1,500	\$66,000
13	Gate Valve and Valve Box	5	EA	\$2,000	\$10,000
14	Main Pump Station	2	EA	\$250,000	\$500,000
15	Sanitary Sewer Force Main	1,300	LF	\$75	\$97,500
16	Jack and Bore Crossing	250	LF	\$600	\$150,000
17	Road Restoration	2,000	LF	\$230	\$460,000
Subtotal of Items					\$3,707,000
Inflation to Construction				6%	\$222,420
Contractor General Conditions				5%	\$185,350
Construction Subtotal					\$4,114,800
Contingency				30%	\$1,234,440
Engineering/Legal/Administrative				25%	\$1,028,700
ESTIMATED TOTAL PROJECT COST (Rounded)					\$6,400,000

Appendix E

Bipartisan Infrastructure Law General Supplemental Funds Award

2024 CWSRF FINAL INTENDED USE PLAN

Multi-Year List

(projects sorted in alphabetical order)

Project No.	On Ann	Category	Applicant Name	Service Area / Project Description	Total Cost	SPDES No.	Total Score
C3-5386-04-00	-	A	East Fishkill, Town of	FOUR CORNERS SD STP EXP, STP UP [FOUR CORNERS WWTP]	\$9,228,000	NY0270610	34
C3-5386-05-00	-	A	East Fishkill, Town of	HOPEWELL HAMLET SD STP REHAB/EXP, STP UP [HOPEWELL HAMLET WWTP]	\$6,016,000	NY0267953	34
C1-5165-13-00	-	B	East Hampton, Town of	DOWNTOWN MONTAUK COLL, STP [MONTAUK]	\$74,980,000	New SPDES	28
C8-6458-02-00	X	D	Elba, Village of	VILLAGE OF ELBA I/I CORR, STP UP [DISINFECTION]	\$4,414,000	NY0020907	53
C5-5517-03-00	X	D	Elizabethtown, Town of	SEWER DISTRICT NO. 1 COLL, FM, STP REPL	\$23,876,000	New SPDES	31
C3-5380-04-02	-	B	Ellenville, Village of	VILLAGE I/I CORR, SEW REHAB [I&I STUDIES #1-5]	\$459,000	NY0034002	54
C3-5380-04-03	-	B	Ellenville, Village of	VILLAGE I/I CORR, SEW REHAB [I&I STUDIES #1-5]	\$780,000	NY0034002	54
C3-5380-05-00	-	B	Ellenville, Village of	VILLAGE STP REHAB	\$6,262,000	NY0034002	44
C9-7000-01-00	X	D/D1	Ellicott, Town of	FLUVANNA AVENUE AREA COLL	\$6,400,000	No SPDES	89
C9-6717-01-00	X	B	Elma, Town of	IROQUOIS CSD AND ELMA MEADOWS SUBDIVISION FM, PS, STP REPL	\$5,367,000	NY0033995	24

2024 CWSRF FINAL IUP ANNUAL LIST

Category D - All Projects

(projects sorted in Core Score order)

BIL*= See Subcategory D1 for Projects that Qualify to Apply for BIL General Supplemental Add Sub

Project No.	Applicant Name	IUP Description	Total Cost	IUP Amount	2024 Need	Base Hardship Financing	Base Subsidized Financing	Base Add Sub	Notes	Total Score
C9-6098-02-00	Mina, Town of	Planning, design, and construction of a new sewer collection system and new wastewater treatment plant to improve water quality in the Findley Lake.	\$30,716,000	\$30,716,000	\$30,716,000	\$0	\$0	\$0	BIL*	97
C9-6602-30-00	Buffalo Sewer Authority	Planning, design, and construction of upgrades to the primary treatment system at the Bird Island Wastewater Treatment Plant to protect water quality in the Niagara River.	\$93,900,000	\$93,900,000	\$75,273,050	\$0	\$0	\$0	BIL* C E	97
C9-6659-18-01	Lockport, City of	Planning, design, and construction of sewer replacement in the Gulf Interceptor Sewer to reduce combined sewer overflows and protect water quality in the Eighteenmile Creek.	\$7,738,000	\$7,093,000	\$5,803,500	\$0	\$0	\$1,934,500	BIL* C E	93
C4-5404-01-00	Cohoes, City of	Planning, design, and construction of collection system improvements to protect water quality in the Hudson River.	\$0	\$0	\$0	\$0	\$0	\$0	-	92
C5-5512-07-00	Lake Placid, Village of	Planning, design, and construction of wastewater treatment plant upgrades to improve water quality in the Chubb River.	\$12,452,000	\$6,164,000	\$6,164,000	\$0	\$0	\$0	BIL*	91
C5-5567-02-00	Champlain, Town of	Planning, design, and construction of collector sewers in the West Service Road Sewer District to improve water quality in the Great Chazy River.	\$11,370,000	\$11,370,000	\$11,370,000	\$0	\$0	\$0	BIL*	89
C9-6679-02-00	Chautauqua, Town of	Planning, design, and construction of grinder pump system force mains to service the Shorelands area to improve the water quality in Chautauqua Lake.	\$4,019,000	\$4,019,000	\$3,215,750	\$0	\$0	\$0	BIL* C	89
C9-7000-01-00	Ellicott, Town of	Planning, design, and construction of a new collection system to extend sewers to the Fluvanna area to protect water quality in Chautauqua Lake	\$6,400,000	\$6,400,000	\$6,400,000	\$0	\$0	\$0	BIL*	89
C6-6296-02-00	Sylvan Beach, Village of	Planning, design, and construction of upgrades to the wastewater treatment plant to protect the water quality in Oneida Lake.	\$30,003,000	\$29,169,670	\$29,169,670	\$25,000,000	\$4,169,670	\$0	C	88
C4-5460-02-00	Catskill, Village of	Planning, design, and construction of the elimination of four combined sewer overflows to improve water quality in the Hudson River.	\$21,710,000	\$11,710,000	\$7,993,687	\$0	\$0	\$0	BIL* C	87
C4-5468-02-00	Coxsackie, Village of	Planning, design, and construction of collection and stormwater improvements to improve water quality in the Hudson River.	\$6,100,000	\$6,100,000	\$6,100,000	\$0	\$0	\$0	BIL* C	87

C = Projects with acceptable finance applications eligible for subsidized financing in FFY 2024

E = Subject to additional Equivalency Requirements

F = Financing anticipated in FFY 2023

P = Leveraged financing anticipated in the Fall 2023

Appendix F

Preliminary Project Plan of Finance

Total Estimated Project Cost		\$6,400,000		
		Scenario No. 1: EFC Hardship Loan & 90% Grant	Scenario No. 2: EFC Hardship Loan & 75% Grant	Scenario No. 3: EFC Hardship Loan & 50% Grant
Interest Rate		0.00%	0.00%	0.00%
Term Length (Years)		30	30	30
Total Grant		\$5,760,000	\$4,800,000	\$3,200,000
Total Loan		\$640,000	\$1,600,000	\$3,200,000
Annualized Project Cost		\$21,333	\$53,333	\$106,667
Number of EDUs 99.07				
Est. Yearly Debt Cost per EDU due to Project		\$215	\$538	\$1,077
Est. Yearly O&M Charge by SCCLSD		\$354	\$354	\$354
Est. Total Annual Water Cost per EDU		\$569	\$892	\$1,431
Est. Annual Vacant Buildable Lot Cost		\$108	\$269	\$538

**Note: Vacant buildable lots will be assessed 50% of the capital debt service charge. They will not be assessed for SLA or O&M.*