

EXHIBIT A

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
[HTTPS://DOS.NY.GOV](https://dos.ny.gov)

KATHY HOCHUL
GOVERNOR
WALTER T. MOSLEY
SECRETARY OF STATE

March 12, 2026

Town of Hopewell
Town Clerk/Tax Collector
2716 County Road 47
Canandaigua, NY 14424

RE: Town of Hopewell

To Whom it May Concern:

Local Law 1 of the year 2026 was filed with this office on February 23, 2026. The Department of State Local Law Index Number 1 of the year 2026. The Local Law number assigned by the Department of State for indexing purposes may be different from the Local Law number ascribed by the Legislative Body of the Local Government.

Department of State
Division of State Records
(518) 473-2492
www.dos.ny.gov

The Local Law filing form has been updated as of 03/05/2025 in compliance with Section 27 of the Municipal Home Rule Law



Department
of State

EXHIBIT B



Ontario County Public Works

Christopher D Day, P.E.
Commissioner of
Public Works
Office: (585) 396-4000

2962 County Road 48
Canandaigua, New York 14424-9553
www.ontariocountyny.gov
email: dpw@ontariocountyny.gov

Timothy G. McElligott, P.E.
Deputy Commissioner
of Public Works
Facsimile: (585) 396-4283

HIGHWAY ~ ENGINEERING ~ WASTEWATER SYSTEMS & SEWERS ~ BUILDINGS & GROUNDS ~ PARKS ~ PUBLIC WORKS FINANCE

TO: Town Highway Superintendents

FROM: Christopher D. Day, P.E. *CDD*
Commissioner of Public Works

DATE: March 18, 2026

SUBJECT: Mowing Contract – 2026, 2027 and 2028 Mowing Seasons

The County's mowing contract expires in 2026 and we would like to create a new agreement with the Towns to continue this service.

As per Dan Rago's 3/17 email, we are proposing to change the equipment rates used in the prior contract to those published by FEMA at the following website.
(<https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>).

As you may recall, the prior mowing contract contained three separate equipment rates as shown in the table below. These rates were based on modified equipment rates from the NYSDOT Equipment Rental Schedule that is out of date no longer published.

	2024- 2025
Single Mower	\$40.36
Double Mower	\$42.89
Boom Style	\$50.90

However, the FEMA equipment rate schedules contain only one rate for mowing based on a 95HP tractor (\$70.76/hr) and a towed mower (\$4.96/hr) for a combined rate of \$75.72/hr. To simplify the contract, we propose to use the single FEMA equipment rate in the contract regardless of the actual mowing equipment used by each Town.

The labor rate calculation for the contract would be the same as the prior contract and is determined by multiplying the direct salary rate by the calculated fringe benefit factor.

We are also proposing the contract last 3 years covering the 2026-2028 mowing seasons.

Please let me know if you have any concerns with the proposed terms of the mowing contract by March 27.

Assuming the terms are acceptable and in order to get approval at the April Board of Supervisors meeting, we will be routing the contract via our Open.gov contract portal in the near future.

Please feel free to contact me should you have any questions.

THIS INTER-MUNICIPAL AGREEMENT (this "Agreement"), is made by and between **THE COUNTY OF ONTARIO**, a municipal corporation of the State of New York having an office and place of business at 20 Ontario Street, Canandaigua, New York 14424 (hereinafter referred to as the "County") and Town of Hopewell having an office at 2716 County Road 47, Canandaigua, NY 14424 (hereinafter referred to as the "Municipality").

WHEREAS, THE County desires to obtain Municipality's services in connection with Mowing of County Roads.

WHEREAS, the Municipality desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

FIRST: The Municipality shall furnish the service provided in the Exhibit "A" which is attached hereto and made a part hereof. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Exhibit "A," the terms and provisions of this Agreement shall control.

SECOND: For the services rendered pursuant to the "FIRST" Paragraph, the Municipality shall be paid a fee not to exceed TBD. (If the do not exceed value is indicated as TBD, the do not exceed value and/or fee schedule will be located in Exhibit "A"). If grant funds will be used to pay for the services, and labor is involved, the Municipality shall sign and notarize the Certification to Training and Rate which is attached hereto and made a part hereof.

The County may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment and compliance with the terms of this Agreement. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

THIRD: This Agreement shall commence on Wednesday, April 22, 2026, and shall expire on Sunday, December 31, 2028, except as extended by the County in writing and if required, duly approved by the County's Board of Supervisors.

FOURTH: The Municipality shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of the Municipality's obligations under this Agreement.

FIFTH: Either party upon thirty (30) days' notice to the other, may terminate this Agreement in whole or in part when in their best interest, whether with or without cause.

If this Agreement is terminated, the Municipality shall be compensated and the County shall be liable only for payment for services rendered under this Agreement up to the effective date of termination. In the event of a dispute as to the value of the services rendered by the Municipality, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

SIXTH: All original records compiled by the Municipality in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the Municipality. The County shall be permitted to request and use copies of such records for its own purposes.

SEVENTH: Every subcontract shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a subcontractor shall be deemed to be work performed by the Municipality and the Municipality shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

EIGHT: The Municipality expressly understands and agrees that the Municipality is and shall in all respects be considered an independent contractor. The Municipality, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the Municipality to render services hereunder, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, Municipality, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Municipality will defend and indemnify the County for any said penalty or related penalty.

NINTH: The Municipality shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Municipality as an employer of labor or otherwise. The Municipality shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed by the Municipality to render the services hereunder.

Furthermore, in performing under this Agreement, the Municipality shall comply with all Federal, State, local laws and regulations and any terms and conditions of a grant associated with this Agreement. Municipality agrees that, to the extent it is a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it will comply with all applicable requirements of HIPAA. Municipality shall comply with the rules and regulations of the County. The County's Compliance Plan regarding Federal and State fraud and abuse laws is available on the County's website at <http://www.co.ontario.ny.us/DocumentCenter/Home/View/236>. The Municipality shall abide by the terms of this Plan when delivering services under this Agreement and shall ensure that each individual that provides such services under this Agreement is provided with a copy of the Plan or given access to the Plan.

TENTH. The Municipality expressly agrees that:

- (a) in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Municipality, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and
- (b) neither the Municipality, any subcontractor, nor any person acting on behalf of such Municipality or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
- (c) in the course of performance of work under this Agreement, neither the Municipality, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
- (d) that this Agreement may be immediately cancelled or terminated by the County for a second or any subsequent violation of this section of the Agreement.

ELEVENTH: Failure to secure and maintain the required insurances detailed in Section TWENTY-FIRST: Ontario County Insurance Requirements is a material breach of this Agreement. Municipality shall reimburse County for any funds expended by County that would have been paid by Municipality's insurance carrier under any required insurance. Should Municipality's required insurance be cancelled or lapse in any way, Municipality shall submit the insurer's notice of cancellation or lapse to County within two business days of receipt.

In addition to, and not in limitation of the Ontario County Insurance Requirements the Municipality agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance or failure to perform referred to in Sub-paragraph "(a)" of the "ELEVENTH" paragraph and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Municipality by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing:

To the County:
Department of Public Works
2962 County Road 48, Canandaigua, NY 14424

To the Municipality:
Town of Hopewell
2716 County Road 47, Canandaigua, NY 14424

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

FOURTEENTH: If any provision of this Agreement is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of this Agreement. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the Parties to the maximum extent possible.

FIFTEENTH: The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

SIXTEENTH: The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

SEVENTEENTH: Notwithstanding, in accordance with Section 362 of the County Law, the County shall have no liability under this Agreement to Contractor or to anyone else beyond funds appropriated for this Agreement.

EIGHTEENTH: This Agreement shall not be enforceable until approved by the Ontario County Board or Supervisors and signed by the Contractor and the Ontario County Administrator. The parties agree that this Agreement may be signed electronically, and that such electronic signatures shall be deemed to have the same legal effect as original signatures.

NINETEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTIETH: The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

TWENTY-FIRST:

ONTARIO COUNTY INSURANCE REQUIREMENTS

**References to "Contractor" in these Insurance Requirements include the "Contractor," "Vendor" or "Consultant" that is a party to the agreement with Ontario County.

Instructions for Insurance Requirements

1. The Ontario County Insurance Requirements consist of:
 - a. these instructions for Insurance Requirements
 - b. proof of liability insurance
 - c. proof of Workers' Compensation insurance; and
 - d. proof of Disability Insurance
2. Proof of insurance shall be provided by the Contractor prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.
3. Any change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. Any failure by the County to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the County.
4. No Limitation of Liability: The policy limits required by these Insurance Requirements shall in no way operate or be considered as a limitation of Contractor's liability.
5. Contractor must provide new ACORD certificates when any policy listed on the form expires.

6. If Contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
7. The Contractor's insurance policies must be from an A.M. Best A rated or better insurer, authorized to conduct business in New York State. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the County.
8. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
9. **General Requirements for Proof of Commercial General Liability Insurance**
 - a. Use of ACORD Form: Proof of Commercial General Liability Insurance must be provided on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
 - b. The ACORD form must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the Contractor, which must match the Contractor name on the Agreement.
 - c. Type of policy: Commercial General Liability Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability.
 - d. Additional Insured Status: All Commercial General Liability insurance certificates **must** name Ontario County as an "Additional insured." Additional insured status must include products and completed operations. The Contractor agrees to indemnify the County for any applicable deductibles and self-insured retentions. No Action over Exclusion shall be on the policy.
 - e. "Certificate Holder": shall be "County of Ontario, 20 Ontario Street, Canandaigua, NY 14424." The certificate holder cannot be a County department.
 - f. "Description of Operations": must say "Vendor/Contractor/Consultant services provided as per contract with Ontario County."
 - g. Non-renewal, Change, or Cancellation: Contractor shall provide written notice of any non-renewal, change, or cancellation of the policies required herein to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior to such non-renewal, change, or cancellation. Such written notice may be provided through the County's electronic contract system.
 - h. Waiver of Subrogation: Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Waiver of subrogation must be indicated on the ACORD form. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation

endorsement from the insurer and regardless of whether waiver of subrogation is indicated on the ACORD form.

- i. Primary / Non-contributory Coverage: Contractor's insurance shall be primary and the County's self-insurance program shall be excess and shall not contribute with it.
- j. Abuse & Molestation Liability: Contractors providing services to minors (0 to 18 years of age) pursuant to the contract with Ontario County shall provide proof of sexual abuse and molestation coverage.
- k. Garage Keepers Legal Liability: Contracts for vehicle repair services that are performed on the Contractor's property require garage liability insurance with limits of \$500,000 auto and other than auto.

10. Proof of Automobile Insurance

- a. For all construction contracts, contracts requiring reimbursement of the Contractor's mileage, or any other contract requiring use of a vehicle other than for transportation of the contractor from home/main office to the work site or from the work site to home/main office, the ACORD form must include proof of Auto Liability Coverage as set forth below.
- b. All Automobile Liability insurance certificates must name Ontario County as an "Additional insured." The Contractor agrees to indemnify the County for any applicable deductibles and self-insured retentions. No Action over Exclusion shall be on the policy.
- c. Waiver of Subrogation: Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Waiver of subrogation must be indicated on the ACORD form. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer and regardless of whether waiver of subrogation is indicated on the ACORD form.
- d. Primary / Non-contributory Coverage: Contractor's insurance shall be primary and the County's self-insurance program shall be excess and shall not contribute with it.

11. General Requirements for Proof of Professional Liability Insurance

- a. Use of ACORD form: An ACORD form is strongly preferred for proof of Professional Liability Insurance. Alternative forms may be accepted, in the discretion of the Ontario County Attorney's Office, so long as such certificates are executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
- b. The ACORD form or other approved Certificate of Insurance must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the Contractor, which must match the Contractor name on the Agreement.

- c. Type of policy: Professional liability coverage shall be maintained for not less than three (3) years following expiration or termination of the Agreement OR shall the Contractor shall provide an equivalent extended reporting endorsement (commonly known as a "tail policy").
- d. Non-renewal, Change, or Cancellation: Contractor shall provide written notice of any non-renewal, change, or cancellation of the policies required herein to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior to such non-renewal, change, or cancellation. Such written notice may be provided through the County's electronic contract system.
- e. Abuse & Molestation Liability: Contractors providing services to minors (0 to 18 years of age) pursuant to the contract with Ontario County shall provide proof of sexual abuse and molestation coverage.

12. General Requirements for Proof of Umbrella/Excess Insurance

- a. Where required, proof of Umbrella/Excess insurance must be provided on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
- b. Type of policy: Umbrella/Excess insurance shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.
- c. Additional Insured Status: All Umbrella/Excess insurance certificates must name Ontario County as an "Additional insured."
- d. Waiver of subrogation applies and Contractor's insurance shall be primary / non-contributory.

13. Workers' Compensation Insurance

- a. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Workers' Compensation insurance OR proof of exemption from providing Workers' Compensation insurance, in compliance with NY Workers' Compensation Law §57.
- b. To comply with coverage provisions of the Workers' Compensation Law, contractors must:
 - i. be legally exempt from obtaining workers' compensation insurance coverage; or
 - ii. obtain such coverage from insurance carriers; or
 - iii. be a Board-approved self-insured employer; or
 - iv. participate in an authorized group self-insurance plan.
- c. FORMS - Contractors or entities requesting permits from Ontario County must provide one of the following NY State-approved forms to Ontario County. NOTE - ACORD forms cannot be accepted as proof of Workers' Compensation coverage.

i. **Form CE-200, Certificate of Attestation of Exemption** from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200 can be completed electronically on the NY Workers' Compensation Board's

website, <https://www.wcb.ny.gov/content/main/forms/AllForms.jsp>. Under "All Forms," search for form CE-200 and then follow the instructions to apply for an exemption on the State's "New York Business Express" website. Please note that there are two different applications, one for businesses and one for not-for-profit organizations. Once the contractor receives the CE-200, the form must be signed and submitted by the Contractor to Ontario County. **This form is only valid for one year from the date printed on the bottom of the form and a new form must be provided to Ontario County upon expiration.**

- ii. **Form C-105.2, Certificate of Workers' Compensation Insurance:** Form C- 105.2 must be obtained from the contractor's insurance carrier or the carrier's licensed agent. Please note, the State Insurance Fund provides its own version of this form, the U-26.3.
- iii. **Form SI-12, Certificate of Workers' Compensation Self-Insurance:** Board-approved self-insured employers must obtain this form from the Board's Self-Insurance Office by emailing selfinsurance@wcb.ny.gov. **This form is only valid for one year and a new form must be provided to Ontario County upon expiration.**
- iv. **GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance:** The contractor must obtain this form from the contractor's Group Self-Insurance Administrator. **This form is only valid for one year and a new form must be provided to Ontario County upon expiration.**
- v. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

14. **Disability Benefits Coverage**

- a. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Disability Benefits Coverage OR proof of exemption from providing Disability Benefits Coverage, in compliance with NY Workers' Compensation Law §220 (8).
- b. To comply with coverage provisions of the Workers' Compensation Law, contractors must:
 - i. be legally exempt from obtaining Disability Benefits Coverage; or
 - ii. obtain such coverage from insurance carriers; or
 - iii. be a Board-approved self-insured employer for disability benefits.
- c. **FORMS** - Contractors or entities requesting permits from Ontario County must provide one of the following NY State-approved forms to Ontario County. NOTE - ACORD forms cannot be accepted as proof of Disability Benefits Coverage.
 - i. **Form CE-200, Certificate of Attestation of Exemption** from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200 can be completed electronically on the NY Workers' Compensation Board's website, <https://www.wcb.ny.gov/content/main/forms/AllForms.jsp>. Under "All Forms," search

for form CE-200 and then follow the instructions to apply for an exemption on the State's "New York Business Express" website. Please note that there are two different applications, one for businesses and one for not-for-profit organizations. Once the contractor receives the CE-200, the form must be signed and submitted by the Contractor to Ontario County. **This form is only valid for one year from the date printed on the bottom of the form and a new form must be provided to Ontario County upon expiration.**

- ii. **DB-120.1, Certificate of Disability Benefits Insurance:** Form DB-120.1 must be obtained from the contractor's insurance carrier or the carrier's licensed agent.
- iii. **DB-155, Certificate of Disability Benefits Self-Insurance:** Self-insured employers must contact the NY Office of Self-Insurance at selfinsurance@wcb.ny.gov to obtain Form DB-155.
- iv. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

15. Limitations of Liability / Specific Required Liability Coverages for this Contract

Automobile Liability

Auto Liability	
Any Auto OR	\$1,000,000
Owned	\$1,000,000
Hired	\$1,000,000
Non-Owned	\$1,000,000

Maintenance & Repair of Building or Property

****THERE SHALL BE NO COVERAGE RESTRICTIONS AND/OR EXCLUSIONS INVOLVING NEW YORK STATE LABOR LAW STATUTES OR GRAVITY RELATED INJURIES. NO XCU EXCLUSIONS. ACORD 855 NEEDS TO ACCOMPANY THE ACORD 25.**

Commercial General Liability	
Each Occurrence	\$1,000,000
Fire Damage / Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Medical Expense	\$5,000
Excess / Umbrella	*Required for projects valued at \$1,000,000 or more AND for any project involving work performed at an elevation above one story (10 feet)
Each Occurrence	\$5,000,000

Aggregate	\$5,000,000
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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement on the date(s) set forth below.

SIGNATURE
DATE SIGNED
William Namestnik
FULL NAME
Supervisor
TITLE

SIGNATURE
DATE SIGNED
THE CLERK OF THE BOARD
DATE SIGNED
FULL NAME
ON BEHALF OF THE COUNTY OF ONTARIO

Exhibits List

A - 26 JT Mowing Exhibit A - Hopewell

Exhibit A

26 JT Mowing Exhibit A - Hopewell

EXHIBIT A

Specifications for Roadside Mowing:

1. All work shall be performed in accordance with applicable laws, rules, regulations and ordinances, and generally accepted highway maintenance standards and guidelines.
2. All roadside vegetation, except Crown Vetch, shall be mowed twice between June 7 and August 15, and as many times as may be required in the judgment of the Town Superintendent or as directed by the Commissioner.
3. Crown Vetch slopes are not to be mowed during the first three years after planting. After that time, Crown Vetch shall not be cut lower than 6 inches.
4. Roadside slopes and sight distance corners shall be mowed at least to the ditch line. Back slopes shall be mowed where accessible. Roadside slopes greater than one on two shall not require mowing.
5. The Town shall bill the County monthly or at the end of the mowing season, on the form provided by the County. The County shall not be billed for equipment down time or travel time between County roads.
6. The Town shall be reimbursed actual labor costs for wages and fringe benefits associated with mowing services.
7. The Town shall be reimbursed for equipment based on the 2025 FEMA rate schedule equal to \$75.72/hour.

Roads to be Mowed by the Town of Hopewell

County Road (s) 46, 47 & 10 in its entirety.

County Road 4 between County Rd 10 and Seneca Town Line.

Or as detailed herein:

County Rd 19 from Route 21- Taylor Rd

County Rd 18 from Route 364-Gorham Town Line

Sheriff Tower (Archer Rd)

EXHIBIT C

RESOLUTION #9-2026

AUTHORIZING SCHEDULING OF PUBLIC HEARING FOR A PROPOSED LOCAL LAW ENTITLED "A LOCAL LAW REQUIRING WRITTEN NOTIFICATION OF DEFECTIVE OR DANGEROUS CONDITIONS"

WHEREAS, the Town Board of the Town of Hopewell, after due deliberation, finds it in the best interests of the Town to schedule a public hearing to solicit public comment upon a proposed Local Law entitled "A Local Law Requiring Written Notification of Defective or Dangerous Conditions"; and

WHEREAS, the Town Board of the Town of Hopewell has reviewed the draft of the aforementioned proposed Local Law attached hereto as Exhibit "1" and deems it in the best interests of the Town of Hopewell to proceed in accordance with the Code of the Town of Hopewell and the Laws of the State of New York in adopting said Local Law,

WHEREAS, this action by the Town Board is a "Type II" action under the regulations promulgated by authority contained in the State Environmental Quality Review Act (SEQRA), which appear in 6 NYCRR Part 617.5, thereby requiring no further action by the Town Board, in that Part 617.5 (c) states that actions that are not subject to review under SEQRA include, "(33) adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list" and subsection (26) on this list includes "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment". This action involves continuing agency administration and management in that it will address continuing administration and management regarding Town highways.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be, and she hereby is, directed to schedule a public hearing to be held on May 13, 2026, at 7:00 p.m. at the Hopewell Town Hall, 2716 County Road 47, Town of Hopewell, New York; and be it further

RESOLVED, that the Town Clerk, be and hereby is, authorized to forward to the official newspaper of the Town a Notice of Public Hearing in the form substantially the same as that attached hereto as Exhibit "2"; and be it further

RESOLVED, that the Town Clerk be, and she hereby is, directed to post a copy of the proposed Local Law on the Town of Hopewell sign board and take any and all other necessary actions to properly bring the aforementioned Local Law before the Town Board of the Town of Hopewell for its consideration.

I, Denise Hood, Town Clerk of the Town of Hopewell do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Hopewell on May 13, 2026, by the following vote:

	Aye	Nay
William Namestnik	<u>X</u>	—
Adam Sanford	<u>X</u>	—
Jeffrey Trickey	<u>X</u>	—
Andrew Faust	<u>X</u>	—
Mark Curran	<u>X</u>	—

Dated: April 15, 2026

SEAL


Denise Hood, Town Clerk

EXHIBIT D

Town of Hopewell BUILDING & ZONING Department

To: Supervisor Namestnik
From: Justin Bruen
Date: For April 15, 2026 Town Board Meeting
Re: March 2026 CEO Documents

Supervisor Namestnik;

I have attached the following Building & Zoning Department Documents for the Town Board's review:

Reports:

1. Paid Fees Permit Management – March 2026
2. Paid Fees Permit Import – March 2026
3. Paid Fees Code Enforcement – March 2026
4. Paid Fees Code Import – March 2026
5. Performance Guaranty Collected Permit Management – March 2026
6. Performance Guaranty Collected Permit Import -March 2026
7. Completion Issued Permit Management - March 2026
8. Completion Issued Permit Import - March 2026
9. Permit Inspection Detail Report – March 2026
10. Complaint By Date - March 2026
11. Mileage Logs – March 2026
12. Bristol Work Log – March 2026

Vouchers:

1. Justin Bruen reimbursement for February 2026 Personal Phone & Truck Accessories
2. Austin Wagar reimbursement for February 2026 Personal Phone
3. Hometowne Energy for February 2026 Fuel for Code Department Vehicles
4. Performance Guaranty Refund (none)
5. Justin Bruen reimbursement Supplies

Thank you,
Justin Bruen

EXHIBIT E



Town of Hopewell

RESOLUTION #11-2026

WATER DISTRICTS TRANSFER OF FUNDS FROM SW232 REPAIR AND REPLACEMENT TO SW1-8340.2 & SW3-8340.2 TRANSMISSION AND DISTRIBUTION EQUIPMENT

WHEREAS, the Water System Automatic Control will be replaced by Scadetek Inc. for \$19,875.00;

WHEREAS, \$19,875.00 in SW232 Repair & Replacement will be transferred to SW1-8340.2 (\$6,957.00) and SW3-8340.2 (\$12,918.00) Transmission and Distribution Equipment;

THEREFORE, BE IT RESOLVED, the Hopewell Town Board authorizes the Town of Hopewell Bookkeeper to transfer \$19,875.00 of SW232 Repair & Replacement to be transferred to SW1-8340.2 (\$6,957.00) and SW3-8340.2 (\$12,918.00) Transmission and Distribution Equipment.

I, Denise L. Hood, Town Clerk of the Town of Hopewell, do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Hopewell, on April 15, 2026 by the following vote:

	Ayes	Nays
Supervisor, William Namestnik	<u>X</u>	___
Council Member, Mark Curran	<u>X</u>	___
Council Member, Andy Faust	<u>X</u>	___
Council Member, Adam Sanford	<u>X</u>	___
Council Member, Jeff Trickey	<u>X</u>	___

Dated: April 15, 2026

SEAL

Denise L. Hood, Town Clerk

EXHIBIT F



Town of Hopewell

RESOLUTION #10-2026

ABSTRACT #4-2026

GENERAL FUND **\$18,379.06**

HIGHWAY FUND **\$103,967.64**

WATER FUND **\$63,537.46**

I, Denise L. Hood, Town Clerk of the Town of Hopewell, do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Hopewell on April 15, 2026 by the following vote:

	Ayes	Nays
Supervisor, William Namestnik	<u>X</u>	___
Council Member, Mark Curran	<u>X</u>	___
Council Member, Andy Faust	<u>X</u>	___
Council Member, Adam Sanford	<u>X</u>	___
Council Member, Jeff Trickey	<u>X</u>	___

Dated: April 15, 2026

SEAL


Denise L. Hood, Town Clerk

EXHIBIT G



Town of Hopewell

RESOLUTION #12-2026

Approval of Petty Cash for the Purpose of Making Change for the Court

WHEREAS the Town of Hopewell Court Clerks require Petty cash to make change.

WHEREAS the Court Clerks would like petty cash in the amount of \$100;

NOW, THEREFORE, BE IT RESOLVED, that the Hopewell Town Board authorizes the Town of Hopewell Court Clerks to have Petty cash in the amount of \$100.

I, Denise L. Hood, Town Clerk of the Town of Hopewell, do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Hopewell, on April 15, 2026 by the following vote:

	Ayes	Nays
William Namestnik, Supervisor	<u>X</u>	___
Mark Curran, Council Member	<u>X</u>	___
Andrew Faust, Council Member	<u>X</u>	___
Adam Sanford, Council Member	<u>X</u>	___
Jeff Trickey, Council Member	<u>X</u>	___

Denise L. Hood
Town Clerk-Town of Hopewell

Dated: April 15, 2026