

EXHIBIT A

Application number 486

Rezoning different parcels in the Town of Hopewell.

Consists of rezoning HDR parcels to AG parcels

32 parcels north of SR 5 and 20, approximately 386 acres

1 parcel south of SR 5 and 20, approximately 156 acres

Total 542 Acres

Consists of rezoning 1 parcel from R1 to HDR

Approximately 100 acres

Parcels North of 5 and 20 proposed HDR to AG

99.00-1-63.100
99.00-2-1.110
85.00-1-96.110
85.00-1-56.140
85.00-1-56.120
85.00-1-56.130
85.00-1-56.200
85.00-1-56.110
99.00-1-49.200
99.00-1-48.200
99.00-1-27.120
85.00-1-56.160
85.00-1-56.150
85.00-1-55.120
85.00-1-55.110
85.00-1-55.130
85.00-1-55.140
85.00-1-54.100
85.00-1-53.100
85.00-1-55.220
85.00-1-52.000
85.00-1-96.200
85.00-1-55.212
99.00-2-2.200
99.00-2-2.122
99.00-2-56.100
99.00-2-56.210
99.00-2-2.112
99.00-2-55.200
99.00-2-55.400
99.00-2-55.320
99.00-2-55.330

South of SR 5 and 20 proposed HDR to AG

99.00-1-62.100

CR 18 parcel proposed change, R1 to HDR Parcel

99.00-1-39.200

1. Applicant submission with completed application (Requires Maps to define, Work with Town Engineer)
2. Town Board reviews application and mapping and determines it complete.
3. Town Board refers the application to the TOH Planning Board for evaluation and review with the TOH Comprehensive Plan.
4. Planning Board reviews application, refers to the Town Board their official recommendation.
5. Upon receipt of the recommendation, the Town Board then:
 - a. Schedules for public hearing
 - b. Schedules for the Ontario County Planning Board review
 - c. Declares themselves (Town Board) as lead agency for State Environmental Quality Review Act (SEQRA)
6. Has Public Hearing
7. Final SEQRA Resolution
8. Reviews and discussions of County Planning Board recommendations
9. Votes on Rezoning.
 - a. No vote, the application ends here
 - b. Yes vote, the application moves on to the final legislative action to rezone the parcel.
10. Legally files the Local Law to rezone and Alter the Official Zoning Map of the Town of Hopewell (Assistance from Municipal attorney at this step)

Hopewell – Town Zoning Ordinance

ARTICLE VI Zoning District Regulations

600 - Agricultural District (AG)

A. Intent

Agriculture and agriculturally related uses comprise a major component of the Town of Hopewell. In an effort to preserve prime tracts of farmland, to ensure the economic stability of the local farms and surrounding land, to avoid conflicts between agricultural and non-agricultural uses, to direct development away from prime soils, and to retain the rural landscape and quality of life related to farming, the Town of Hopewell has established a local Agricultural District (AG). The district is separate from, but supportive of, the County Agricultural District boundaries.

For Non-Agricultural development on Prime Farmland Soils, see §504 of this Ordinance.

B. Permitted Uses

Permitted Uses shall be as follows, subject to the requirements specified below and elsewhere in this Ordinance:

1. Fire and Emergency Services
2. Religious Use
3. Farm, Agricultural or
Farming Operation or Farm
Stand
4. Public Utility
5. Cluster Development
6. Dwelling, Single-family
7. Horticultural Use
8. Stable, Commercial or
Private
9. Accessory Use
10. Any other Use determined
by the Zoning Board of
Appeals to be of the same
general character as the
above Permitted Uses, but
not including any Permitted
Use specifically enumerated
in a different zoning district.

Hopewell – Town Zoning Ordinance

600 - Agricultural District (AG) continued...

C. Special Use Permit

To ensure development and operation of a use without a detrimental impact on adjacent uses, uses permitted with a Special Use Permit from the Town Planning Board, subject to the requirements of §305-D, are also subject to the general development standards for specific uses related to Article VII (Regulations Applicable to All Zoning Districts), Article VIII (Supplementary Regulations for Specified Uses), Article X (Landscaping), Article XVI (Site Plan Review and Approval) and to any other standards specified in this Ordinance, or as may be required under Site Plan Review by the Planning Board. A Special Use includes:

- | | |
|---|--------------------------------------|
| 1. Agriculture-based Business
or Farmers' Market | 6. Golf Course, Public or
Private |
| 2. Cemetery | 7. Kennel |
| 3. Existing Barn for Storage
Use | 8. Nature Preserve |
| 4. Family Day Care or Group
Family Day Care | 9. Recreational Area |
| 5. Family/Caregiver Apartment | 10. Telecommunications Tower |

D. Lot Size

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

E. Lot Coverage

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

F. Setbacks

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

G. Height

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

Hopewell – Town Zoning Ordinance

601 - Low Density Residential District (R-1)

A. Intent

The R-1 Residential District provides for primarily single family development on larger lots outside of the primary hamlet or commercial areas. In addition, these residential areas may include a mix of single lot, small subdivision, and larger subdivision development provided adequate infrastructure exists.

For Non-Agricultural development on Prime Farmland Soils, see §504 of this Ordinance.

B. Permitted Uses

Permitted Uses shall be as follows, subject to the requirements specified below and elsewhere in this ordinance:

- | | |
|--------------------------------|------------------------------|
| 1. Fire and Emergency Services | 9. Any other Use determined |
| 2. Religious Use | by the Zoning Board of |
| 3. Farm, Agricultural | Appeals to be of the same |
| Operation or Farm Stand | general character as the |
| 4. Public Utility | above Permitted Uses, but |
| 5. Dwelling, Single family | not including any |
| 6. Nature Preserve | Permitted Use |
| 7. School, Public or Private | specifically enumerated in a |
| 8. Accessory Use | different zoning district. |

C. Special Use Permit

To ensure development and operation of the use without a detrimental impact on adjacent uses, uses permitted with a Special Use Permit from the Town Planning Board, subject to the requirements of §305-D, are also subject to general development standards for specific uses related to Article VII (Regulations Applicable to All Zoning Districts), Article VIII (Supplementary Regulations for Specified Uses), Article X (Landscaping), Article XVI (Site Plan Review and Approval), and to any other standards specified in this Ordinance, or as may be required under Site Plan Review by the Planning Board. A Special Use includes:

1. Family Day Care or Group Day Care
2. Family/Caregiver Apartment
3. Recreational Area

Hopewell – Town Zoning Ordinance

601 - Low Density Residential District (R-1) continued...

D. Lot Size

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

E. Lot Coverage

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

F. Setbacks

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

G. Height

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

Hopewell – Town Zoning Ordinance

602 - High Density Residential District (HDR)

A. Intent

The purpose of the HDR District is to promote higher density residential development in areas that have access to utilities and are convenient to shopping facilities and other services. Alternative means of transportation including bike paths, sidewalks, trails, and transit lines are encouraged in any future development.

For Non-Agricultural development on Prime Farmland Soils, see §504 of this Ordinance.

B. Permitted Uses

Permitted Uses shall be as follows, subject to the requirements specified below and elsewhere in this Ordinance:

- | | |
|---------------------------------|------------------------------|
| 1. Fire and Emergency Services | 11. Accessory Use |
| 2. Religious Use | 12. Any other Use determined |
| 3. Farm, Agricultural Operation | by the Zoning Board of |
| or Farm Stand | Appeals to be of the same |
| 4. Dwelling, Attached or Row | general character as the |
| 5. Dwelling, Multi-Family | above Permitted Uses, but |
| 6. Dwelling, Single-Family | not including any Permitted |
| 7. Dwelling, Two-Family | Use specifically |
| 8. Nature Preserve | enumerated in a different |
| 9. School, Public or Private | zoning district. |
| 10. Senior Housing | |

C. Special Use Permit

To ensure development and operation of the use without a detrimental impact on adjacent uses, uses permitted with a Special Use Permit from the Town Planning Board, subject to the requirements of §305-D, are also subject to general development standards for specific uses related to Article VII (Regulations Applicable to All Zoning Districts), Article VIII (Supplementary Regulations for Specified Uses), Article X (Landscaping), Article XVI (Site Plan Review and Approval), and to any other standards specified in this ordinance, or as may be required under Site Plan Review by the Planning Board. A Special Use includes:

1. Family Day Care or Group
Family Day Care
2. Horticultural Use
3. Manufactured Home Community
4. Recreational Area
5. Swimming Pool, Public

Hopewell – Town Zoning Ordinance

602 - High Density Residential District (HDR) continued...

D. Lot Size

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

E. Lot Coverage

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

F. Setbacks

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

G. Height

See the Town of Hopewell Minimum Lot Area and Setback Tables, §1901

EXHIBIT B

WATER AND UTILITY EASEMENT

THIS EASEMENT is made this 6 day of August, 2026, by and between **David E. Raymond and Carol J. Raymond**, having an address of 3621 State Route 247, Canandaigua, NY, 14424, New York, hereinafter referred to as the "Grantor"; and the **Town of Hopewell**, a municipal corporation, having its main office at 2716 County Road 47, Canandaigua, New York 14424, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as 3621 State Route 247 located in the Town of Gorham, Ontario County, New York, bearing tax account parcel number 114.00-2-1.111, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Hopewell purposes to obtain a water and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by Keith R. Burley, L.S. of Freeland-Parrinello, dated June 8, 2026, attached hereto, hereinafter referred to as the "Easement Area".

The Easement Area is part of the Premises conveyed to Grantor by deed recorded January 18, 1994 in the Ontario County Clerk's Office in Liber 935 of Deeds at Page 490.

In consideration of One Dollar (\$1.00), which has been waived, the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water and utility easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more lines of pipe and utilities, along with connections and appurtenances thereto, at or below ground level, for the collection, transmission, transportation and distribution of water and for utilities and for the purpose of forever maintaining, repairing, replacing, enlarging or improving the whole or any portion of same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

The Grantee shall have the right and privilege at any time to enter upon and temporarily use an additional strip of land ten (10) feet in width immediately adjacent to each side of the permanent easement granted herein. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the Easement Area and the area of the Premises so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

Grantor for itself, its agents, distributees, heirs, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Area without the prior written consent of the Grantee.

STATE OF NEW YORK
COUNTY OF ONTARIO] ss:

STATE OF NEW YORK
COUNTY OF ONTARIO] ss:

David E. Raymond
Carol J. Raymond

The land of the Grantor adjacent to the Easement Area is not relieved by reason of the grant therefrom from the obligation to pay whatever water and sewer charges may be annually assessed and levied on such adjacent land by the town pursuant to the power conferred by statute.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of any waterline, water system, utility or any part thereof without liability to the Grantor. This includes any damage to the existing grantor's property including lawn, D.E.R. OR Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

Easement Plan on Land of David E. & Carol J. Raymond

Town of Gorham

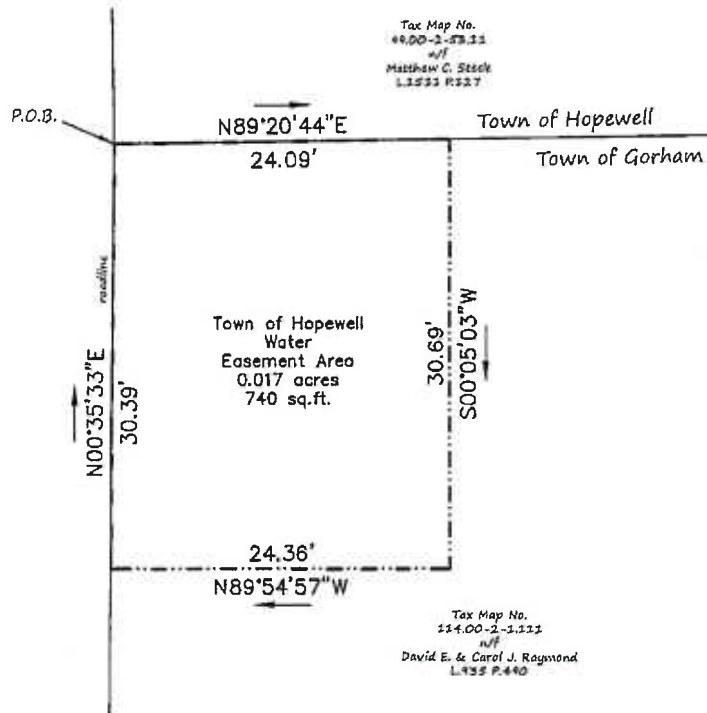
Ontario County, New York

Scale: 1 inch = 10 feet June 8, 2026



New York State Route 247

edge of pavement



References & Notes

1. Liber 935, page 490 of deeds
2. Filed map no. 38579
3. Existing Conditions Plan for Town of Hopewell Water Line on Lands of David E. & Carol J. Raymond by Marks Engineering, dated 12/11/23
4. This plan is subject to any easements or encumbrances that an updated search of title may reveal.

I certify that this plan was prepared on June 8, 2026, from notes of a field instrument survey completed on November 13, 2023, and from materials referenced hereon.

Keith R. Burley

Keith R. Burley L.S.

License no. 051317

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law.



Freeland-Parrinello
LAND SURVEYORS
4303 Routes 5&20
Canandaigua, New York 14424
(585)394-5110 23-243-E

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gorham, Ontario County, State of New York, and being more particularly described as follows: Beginning at a point on the easterly road line of New York State Route 247, said point being the northwest corner of lands of, now or formerly, David E. and Carol J. Raymond at Liber 935, page 490 of deeds also being on the northerly line of the Town of Gorham, thence;

1. N89°20'44" E a distance of 24.09 feet to a point, thence;
2. S00°05'03" W a distance of 30.69 feet to a point, thence;
3. N89°54'57" W a distance of 24.36 feet to a point on the said easterly road line, thence;
4. Along said road line, N00°35'33" E a distance of 30.39 feet to the point of beginning.

Proposed Description of a Water Easement to
Town of Hopewell
For Tax Map No. 114.00-2-1.111
New York State Route 247, Gorham, New York

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gorham, Ontario County, State of New York, and being more particularly described as follows: Beginning at a point on the easterly road line of New York State Route 247, said point being the northwest corner of lands of, now or formerly, David E. and Carol J. Raymond at Liber 935, page 490 of deeds also being on the northerly line of the Town of Gorham, thence;

1. N89°20'44"E a distance of 24.09 feet to a point, thence;
2. S00°05'03"W a distance of 30.69 feet to a point, thence;
3. N89°54'57"W a distance of 24.36 feet to a point on the said easterly road line, thence;
4. Along said road line, N00°35'33"E a distance of 30.39 feet to the point of beginning.

Intending to describe a water easement area to the Town of Hopewell. All as shown on an Easement Plan on Lands of David E. & Carol J. Raymond, by Freeland-Parrinello Land Surveyors, job number 23-243-E, June 8, 2026.

EXHIBIT C

Docusign Envelope ID: C4254CB9-3EF7-82C2-8254-AFBA89D30BA6

Contract ID: 26-0374

THIS AGREEMENT (this "Agreement") is made Thursday, October 1, 2026, 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 (the "County") and **Town of Hopewell**, a municipal corporation of the State of New York, having an office at 2716 County Road 47, Canandaigua, NY 14424 (the "Town"). The County and the Town are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, the County desires to obtain snow and ice control services upon those designated County Roads or portions thereof set forth as in Exhibit "A" which is attached hereto to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Town is willing to furnish all necessary personnel, machinery, tools, supplies, materials and equipment to provide snow and ice control services subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

ONE: This Agreement shall commence on Thursday, October 1, 2026, and shall expire on Sunday, September 30, 2029 unless sooner terminated as herein provided.

TWO: The Town agrees to furnish all necessary personnel, machinery, tools, supplies, materials and equipment to provide snow and ice control services upon those designated County Roads or portions thereof set forth as in Exhibit "A" which is attached hereto. Said services shall be provided upon the paved portions of County roads as well as bridges on County roads.

The basic services elements (to include equipment, materials and labor) to be provided by the Town as part of this Agreement are:

1. Snow watch and dispatching.
2. Purchase and storage of salt and abrasive stockpiles.
3. Application of salt and abrasives.
4. Snow plowing, including winging back.
5. Field supervision of salting and plowing activities.
6. The Town shall observe its customary practice in connection with correction of damage to lawns and mailboxes, which is a direct result of snow removal operations.

All work to be performed in the manner consistent with the goal of providing a safe and passable roadway, given the constraints of operating resources and character of the snow event. The Ontario County Commissioner of Public Works, ("Commissioner") or his authorized representative shall review performance and offer suggestions and guidance to improve the efficiency and/or performance of the contractor. In the event that the County and Town jointly develop and agree upon a methodology to track costs, then upon request of the County, the Town shall track the costs of snow and ice control on County roads serviced under this Agreement.

THREE: The Town shall maintain a sufficient level of manpower, equipment, and materials to enable it to substantially meet the objectives of the Ontario County Snow and Ice Control Program. Upon request, the County will provide operational and training assistance for contractors in achieving consistent and safe road conditions for County motorists.

FOUR. For the services performed pursuant to Paragraph "TWO" above, the County shall reimburse the Town as follows:

The rate of reimbursement for contract period shall be \$7,600 per centerline mile. In the event of a County-declared snow emergency, the County may agree to pay for extended services, such as snow hauling from intersections, on a time/material basis. This would be accomplished in a work order where fees are established before the work commences. All parties to this agreement may re-open the contract by notice to the Commissioner of Public Works and/or Towns to address rapidly rising or falling commodity prices, such as fuel, salt or steel. Any decision to change rates must be approved by the Board of Supervisors.

Additionally, from the amount listed above in the "rate of reimbursement" the Town will receive a CPI price increase in October 2027 and again in October 2028 during the term of this agreement. The yearly CPI increase will be based off of the U.S. Bureau of Labor Statistics website <https://www.bls.gov/news.release/cpi.t04.htm>; Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index; utilizing September 2027 and September 2028 data, respectively; based on the U.S. City Average. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department.

FIVE. The Town will receive one half (1/2) of the agreed upon amount no later than February 28 and the remainder of the amount no later than June 30 of each contract year.

SIX. Either party, upon twelve months' prior written notice, may terminate this Agreement at will. Subject to the availability of funds, the Town shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

SEVEN. Except in an emergency, the Town shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous consent of the County. No assignment, subcontracting, subletting or other such disposition of the Agreement, either with or without such consent of the County, shall serve to relieve the Town of its obligations hereunder.

EIGHT. The Town shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to all applicable provisions of the Labor Law, Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions hereto.

NINE. The Town shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in section FOURTEEN, the Ontario County Insurance Requirements. In addition, the Town agrees:

a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, penalties, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Town or third Parties under the direction or control of the Town; 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 the above paragraph and to bear all other costs and expenses related thereto. The duty to defend hereunder

shall be triggered immediately upon notice to the Town by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

TEN: Notices. 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:

Ontario County Department of Public Works
2962 County Road 48, Canandaigua, NY 14424

To the Town:

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

ELEVEN: This Agreement shall bind the successors, assigns and representatives of the parties hereto.

TWELVE: 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. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEEN: This Agreement shall not be enforceable until approved by the Ontario County Board of Supervisors and signed by the Contractor and the Ontario County Administrator.

FOURTEEN:

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.web.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 selinsurance@web.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

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

_____ SIGNATURE	_____ DATE SIGNED	_____ FULL NAME William Namestnik	_____ TITLE Supervisor
_____ THE CLERK OF THE BOARD	_____ DATE SIGNED		

_____ SIGNATURE	_____ DATE SIGNED	_____ FULL NAME	_____ ON BEHALF OF THE COUNTY OF ONTARIO
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Exhibits List

A - Exhibit A Hopewell Snow Mileage

Exhibit A

Exhibit A Hopewell Snow Mileage

EXHIBIT A

Hopewell

County Road 4 from County Road 10 to Seneca Town Line	5.87 miles
County Road 10 from NYS Routes 5 & 20 to County Road 46	.79 miles
County Road 18 from Route 364 to Gorham Town Line	.93 miles
	(was 1.95 miles)
County Road 19 from NYS Route 21 to Taylor Road	.86 miles
County Road 46 from County Road 10 to County Road 47	3.29 miles
County Road 47 in its entirety	4.14 miles
County Road 48 in its entirety	.35 miles
Lakeshore Drive to State Route 5 & 20	.29 miles
Moran Road to State Route 5 & 20	.22 miles
Total Mileage	16.74 miles

EXHIBIT D

Received
08/13/26
JMBM



Town of Hopewell BUILDING &
ZONING Department

To: Supervisor Namestnik

From: Justin Bruen

Date: For August 19, 2026 Town Board Meeting

Re: July 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 – July 2026
2. Paid Fees Permit Import – July 2026
3. Paid Fees Code Enforcement – July 2026
4. Paid Fees Code Import – July 2026
5. Performance Guaranty Collected Permit Management – July 2026
6. Performance Guaranty Collected Permit Import- July 2026
7. Completion Issued Permit Management - July 2026
8. Completion Issued Permit Import - July 2026
9. Permit Inspection Detail Report – July 2026
10. Complaint By Date - July 2026

Vouchers:

1. Justin Bruen reimbursement for June 2026 Personal Phone & oil change for Ram 1500
2. Austin Wagar reimbursement for June 2026 Personal Phone & oil change for Ford Escape
3. Hometowne Energy for June 2026 Fuel for Code Department Vehicles
4. Performance Guaranty Refunds – none
5. Ewing Lettering for signs

Thank you,
Justin Bruen

EXHIBIT E



Town of Hopewell

RESOLUTION #21-2026 ABSTRACT #8-2026

GENERAL FUND **\$18,484.62**

HIGHWAY FUND **\$107,432.66**

WATER FUND **\$29,978.01**

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 August 19, 2026, by the following vote:

William Namestnik
Adam Sanford
Jeffrey Trickey
Andrew Faust
Mark Curran

Aye	Nay
<u>X</u>	—
<u>X</u>	—
<u>X</u>	—

Necessarily Absent

X

Denise Hood, Town Clerk

Dated: August 19, 2026

SEAL

Town of Hopewell Mail - Planning Board

11:37 AM



Shawn Cotter <sscotter@townofhopewell.org>

Planning Board

Tue, Jul 7, 2026 at 11:31 AM

Phil Bassage <mtacanandaigua@gmail.com>
To: Shawn Cotter <sscotter@townofhopewellny.gov>

Dear Shawn Cotter,

This email is to notify you and the Town of Hopewell Planning board of my immediate resignation from my planning board position and duties.
Thank you for the opportunity to serve.

Sincerely,
Phil Bassage

Master Tech Automotive
3952 State Route 5 and 20
Canandaigua, NY 14424
(585) 394-7333

From: Shawn Cotter <sscotter@townofhopewellny.gov>
Sent: Tuesday, July 7, 2026 10:15 AM
To: mtacanandaigua@gmail.com <mtacanandaigua@gmail.com>
Subject: Planning Board

[Quoted text hidden]