EXHIBIT A

GRAFF LAW OFFICE, PLLC

JEFFREY D. GRAFF, ESQ.

26 EAST MAIN STREET
P.O. BOX 604
CLIFTON SPRINGS, NEW YORK 14432—0604

Tel. No. (315) 462-3010
Fax No. (315) 462-5039

PARALEGALS
COURTNEY R. GRAFF
ROBYN L. HANNA

September 22, 2026

NYS Department of State
State Records Unit
1 Commerce Plaza
99 Washington Avenue
Albany, New York 12231

RE: **Town of Hopewell,** Ontario County, New York

Local Law No. **5** of **2026:** **Approving with Conditions the Rezoning of a Parcel of Land to PUD Planned Unit Development and Amending the Official Zoning Map of the Town of Hopewell in Accordance with Such Approval.**

To Whom It May Concern:

Enclosed please find the above-referenced original Local Law as enacted by the Town Board. Please provide me with a filing receipt as soon as this Local Law has been filed with the Secretary of State. Thank you.

Very truly yours,

GRAFF LAW OFFICE, PLLC

Robyn L. Hanna
Paralegal
rhanna@jeffgrafflaw.com

/rlh
w/encl.

xc: Denise Hood, Town Clerk

EXHIBIT B

Application #394

Applicant: Joseph Burke

Seeking rezoning of Parcel # 99.00-2-55.310 from is current designation of C-2 Low intensity Commercial to I-1 Industrial District.

~~Application requirements:~~

1. ~~Accurate parcel information including survey~~
2. ~~Statement detailing why the parcel zoning should be changed~~
3. ~~Complete SEQR form~~

Intended purpose of the rezoning is to eventually permit a used car dealership on the parcel. Currently zone C-2 disallows this use. Multiple requests to the Building and Zoning Office for how to move forward. Listed below is the process.

1. ~~Applicant submission with completed application~~
2. ~~Town Board accepts application and determines it complete~~. July 29, 2026
3. ~~Town Board refers the application to the TOH Planning Board for evaluation and review with the TOH Comprehensive Plan~~. July 29,2026
4. ~~Planning Board reviews application, refers to the Town Board their official recommendation~~. August 24, 2026
5. ~~Upon receipt of the recommendation, the Town Board then:~~ ~~9/16/2026 Recommendations provided. At this time, you may want to confirm process with TOH attorney and/or TOH engineer. All costs associated with this review will be the responsibility of the applicant to repay as per 2026 adopted fee schedule.~~
    a. At 9/16/2026 Town Board meeting, TB agreed to confirm process with Town Attorney prior to moving forward. CEO assigned to send to Attorney for confirmation.
    b. Town Board makes a decision to pursue rezoning application 10/21/2026
        i. If TB intends to pursue, Draft Local Law to be created by Town Attorney. Next month TB meeting the Board would proceed using Draft LL for the rest of the process.
        ii. If TB decides they are not willing to pursue, no Draft LL shall be created and the application may be denied.
            1. Reasons should be provided in minutes.
    c. Schedules for public hearing
    d. Schedules referral to the Ontario County Planning Board review
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)

Gmail

Justin Bruen <ceo@townofhopewell.org>

Rezoning application

1 message

Jeff Graff <JGraff@jeffgrafflaw.com> Thu, Sep 24, 2026 at 3:43 PM
To: Justin Bruen <ceo@townofhopewellny.gov>, Denise Hood <dhood@townofhopewellny.gov>, William Namestnik <supervisor@townofhopewellny.gov>

All –

Initially, I note that any change to a zoning map must be approved by the Town Board adopting a local law because the zoning law, along with the zoning map incorporated therein, were adopted by local law (and NYS law requires that a local law can only be amended by another local law). Therefore, if the Town Board decides to consider the requested rezoning, it should first direct that the local law be prepared and then that local law is what should be forwarded to the Town and County Planning Boards, along with the petition, SEQR forms and any other accompanying documents, and what would be the subject of the public hearing.

The Town Zoning Law, in §311, which provides the process for amendments to the zoning law or zoning map, although permitting a person, firm or corporation desiring an amendment or change to the zoning law or zoning map to petition the Town Board requesting such change or amendment, nothing therein requires the Town Board to proceed to a local law. Note that § 311 B. provides for forwarding the proposed amendments only "Upon determination of the Hopewell Town Board, acting in its legislative capacity, that the Town Board shall consider any such amendment or change". To me, I read this to say that the Town Board could take an initial vote to not consider the amendment and, thereby, not direct the drafting of the local law to be forwarded to the Town and County PBs that would ultimately have to have a public hearing and final vote on the adoption of the local law.

I would also say that the Town Board could vote to "consider such amendment or change", thereby directing the preparation of the local law, without binding itself to ultimately approve the local law making such requested change.

As to the request itself, the petitioner appears to conflating a request to change this parcel from a Low Intensity Commercial (C-2) zoning district to an Industrial (I-1) zoning district with a request to permit a used car dealership on this property. If the Town Board were to rezone the portion of this parcel that is C-2 (the zoning map shows the back half of this tax parcel is zoned High Density Residential (HDR)), the Town Board could not limit the use of the Industrial zoned portion of this parcel to only a used car dealership (which is a specially permitted use in the I-1 District), but would be saying any of the uses permitted or specially permitted in the I-1 District could be approved on this parcel, including:

Permitted uses, such as:

- Industrial Wind Tower Facility (Wind Energy Farm)
- Laboratory
- Light Industry, Light Manufacturing
- Parts Assembly/Production
- Warehouse

Specially permitted uses, such as:

Industrial Outdoor Storage Use With or Without a Principle Building

Fuel Distribution Facility

Liquid Propane Distribution Facility

Trucking Distribution Facility

Private Airfield

Commercial Solar Collection Facility (Solar Energy Farm)

I also note that Part 1 of the EAF is not filled out accurately on some questions.

For example, in part 1, #4, the petitioner has checked off that "Industrial" uses presently exist on the subject parcel or adjoining or near the subject parcel. However, a review of the Town zoning map shows that there are no Industrial zoned parcels anywhere near this subject parcel and that the only Industrial zone in the Town is on the western edge of the town along Route 21 and Schutt Road.

Additionally, in part 1, #5b., the petitioner has checked off "N/A" as an answer to whether the proposed action is consistent with the adopted comprehensive plan. The adoption of zoning regulations and a zoning map, as well as changes thereto, must be consistent the Town's comprehensive plan. (As to this, the only comprehensive plan I saw online for the Town of Hopewell is dated May 2006. To this, I note that, while Town Law does not itself require period review or updating of a comprehensive plan, it does now require a town to include in its comprehensive plan the "the maximum intervals at which the adopted plan shall be reviewed" and, online, I found a report that "Planners recommend reviewing the plan every five years and updating it as necessary." (State of New York Local Leaders Guide to Comprehensive Planning, Last Updated March 2, 2016))

In reviewing the Town's 2006 Comprehensive Plan, I note the following parts that appear to be relevant to this petition:

- Under Policy & Implementation on page 39, under "Image", it says, "typical suburban style retail development, similar to what exists along Route 5 & 20 today, is not viewed as appropriate for the desired image of the community. Hopewell is gateway community, providing easy access to employment centers, shopping and the Finger Lakes region. The Town wants to promote and maintain its small town image while providing services and retail options that enhance the quality of life of its residents."

- Under Future Land Use & Development on page 50, under "Low Intensity Commercial", it says, "The Routes 5 & 20 corridor east of the retail commercial area and ending at Freshour Road is recommended for future low intensity commercial. . . . commercial development in the future was still seen as appropriate. However, in an effort to stop the expansion of the retail commercial area, the Plan recommends a lower intensity of commercial uses.

  The following uses are viewed as appropriate for this area of the Town.

  - Retail less than 40,000SF
  - Restaurants
  - Banks
  - Offices and Professional Services
  - Gas Stations and Convenience Stores
  - Motels and Inns (<50 Rooms)
  - Agriculture

Regarding the Town Planning Board's determination at its August 24, 2026 meeting that "The proposed change in zoning constitutes spot zoning", I would tend to agree with that assessment. The NYS Court of Appeals has defined "spot zoning" as "the

process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, for the benefit of the owner of such property and to the detriment of other owners . . .; spot zoning is the very antithesis of planned zoning." Another NYS court held that the relevant inquiry is "whether the zoning was accomplished for the benefit of the individual owner, rather than pursuant to a comprehensive plan for the general welfare of the community."

As I stated above, this rezoning is not about whether this particular owner wants or intends to use the property for a use that might be in keeping with the nearby properties (I note that there are several uses permitted or specially permitted in both the C-2 and I-1 Districts), it is about what such a rezoned I-1 parcel could be developed into based on all of the permitted or specially permitted uses in such I-1 District. As another NYS Court held, "Zoning amendments are most likely to be deemed illegal spot zoning when they create an "island" of inconsistent land use with no reasonable basis for treating the rezoned property differently than other similar properties in the neighborhood."

With the Town's only Industrial District located in a distant area of the town, nowhere close to the subject parcel, with no neighboring parcels or nearby parcels zoned I-1, with the nearby parcels being zoned either Low Intensity Commercial, High Density Residential or Agricultural (and the back half the subject property itself zoned HDR), with the permitted and specially permitted uses allowed in the I-1 District and the plan for this area of the town set forth in the Town's Comprehensive Plan, considering a rezoning of this parcel from C-2 to I-1 would, in my legal opinion, be spot zoning.

If the Town has not actually reviewed its comprehensive plan in the past 20 years, it would be my recommendation that the Town Board conduct such a review and to update it if necessary, before considering any further zoning change requests to ensure that the Town Board has a current comprehensive plan to guide its actions.

Let me know if anyone has any questions or wants me to look into anything else.

Best, Jeff

Jeffrey D. Graff

Graff Law Office, PLLC

26 East Main Street

PO Box 604

Clifton Springs, NY 14432

315-462-3010

315-462-5039 fax

jgraff@JeffGraffLaw.com

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THE INFORMATION IN THIS MESSAGE IS INTENDED ONLY FOR THE

ADDRESSEES OF THE ORIGINAL MESSAGE. IT MAY CONTAIN

PRIVILEGED AND CONFIDENTIAL MATTER. IF YOU HAVE RECEIVED

THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY

CALLING (315) 462-3010, DELETE THE MESSAGE AND DO NOT

TRANSMIT THE MESSAGE TO ANY OTHER PERSON.

THANK YOU.

From: Justin Bruen <ceo@townofhopewellny.gov>
Sent: Wednesday, September 23, 2026 3:52 PM
To: Jeff Graff <JGraff@jeffgrafflaw.com>; Denise Hood <dhood@townofhopewellny.gov>; William Namestnik <supervisor@townofhopewellny.gov>
Subject: Rezoning application

Mr. Graff,

Can you please review the attached rezoning application. I have outlined the process and documented everything the Town has done to date. I suggested to the Town Board that our attorney review the application for compliance. The completed package sent to you should include everything you need for review. Their request for your review occurred during their September 16th meeting.

If you have any questions, please let me know.

Justin Bruen

Code Enforcement Officer

Town of Hopewell

Office: (585) 577-7926

EXHIBIT C

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

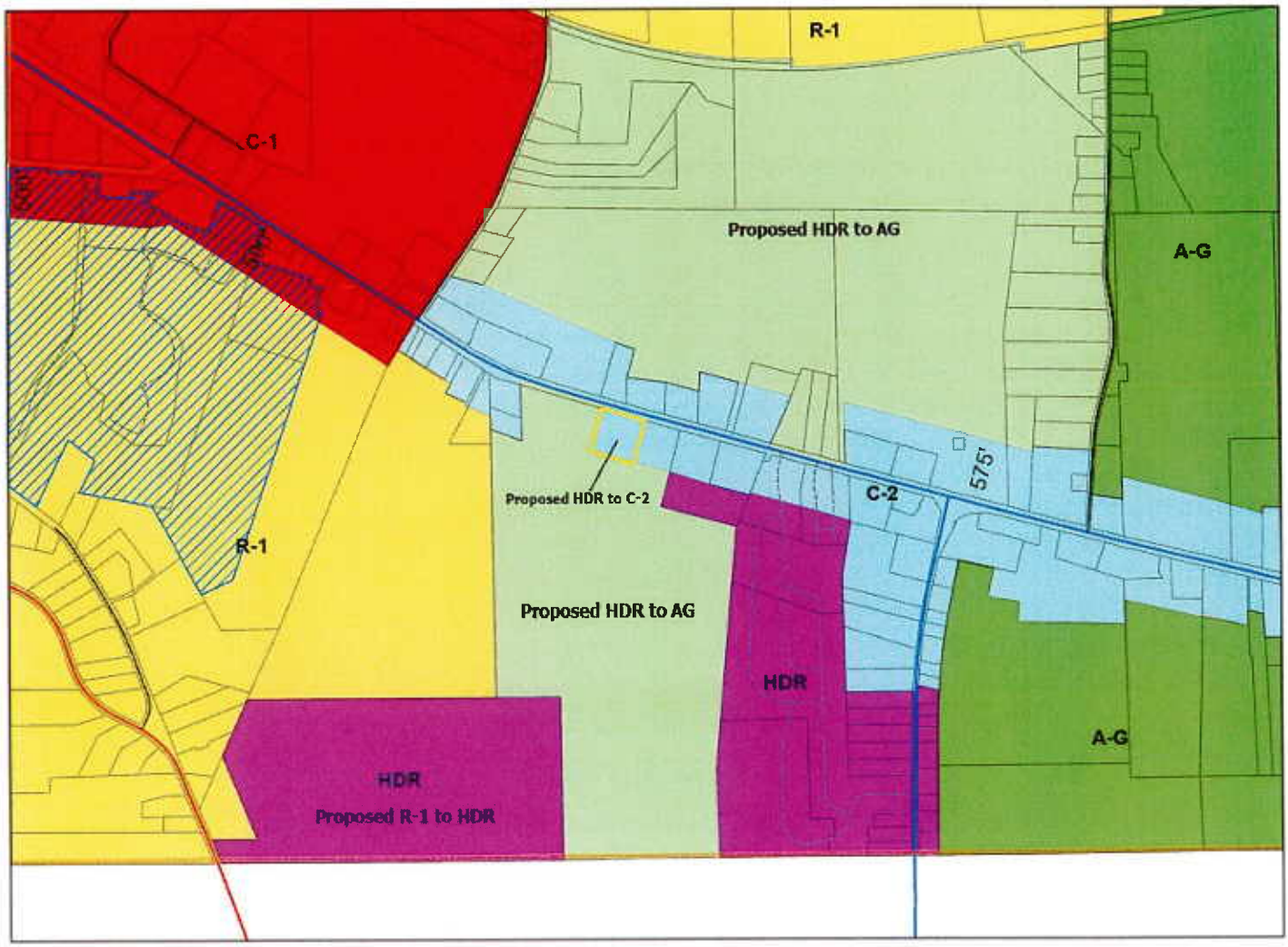
99.00-1-62.100

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) Sept 16,2026 TB asked for completed draft maps
2. Town Board reviews application and mapping and determines it complete. 10/21/2026
3. If TB intends to move forward, upon TB request, Town attorney to draft LL for rezoning. 10/21/2026
4. Town Board refers the application to the TOH Planning Board for evaluation and review with the TOH Comprehensive Plan.
5. Planning Board reviews application, refers to the Town Board their official recommendation.
6. 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)
7. Has Public Hearing
8. Final SEQRA Resolution
9. Reviews and discussions of County Planning Board recommendations
10. 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.
11. 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)

Draft App. 486



TOWN OF HOPEWELL
ONTARIO COUNTY
2027-BUDGET

Code	APPROPRIATIONS	REVENUES	APPROPRIATED FUND BALANCE	2027 PROPERTY TAXES	2026 PROPERTY TAXES	2027 ASSESSED VALUES/UNITS	2026 ASSESSED VALUES/UNITS	2027 TAX RATES	2026 TAX RATES
A	2,512,774	1,200,121	1,201,268	111,385	111,385	401,560,903	397,046,760	0.277380	0.280534
DA	2,691,174	2,038,340	463,334	189,500	189,500	401,560,903	397,046,760	0.471908	0.477274
FD341	482,322	0	0	482,322	440,235	489,916,407	485,621,619	0.984499	0.906539
WD1-341	196,133	141,133	0	55,000	55,000	51,232,649	50,888,539	1.073534	1.080793
WD2-342	275,765	221,280	2,485	52,000	52,000	53,211,385	52,408,422	0.977234	0.992207
WD3-343	304,674	239,787	0	64,887	64,887	122,536,282	121,147,315	0.529533	0.535604
SW4-344	70,836	39,366	0	31,470	31,170	128	127		
WD5-345	4,969	0	0	4,969	4,969	2,056,160	2,124,862	2.416641	2.338505
SW6-346	152,475	107,681	0	44,794	45,168	159	159		
SW7-347	48,624	21,914	0	26,710	26,710	88	84		
SW8-348	28,398	6,973	0	21,425	21,425	55	55		
	6,768,143	4,016,595	1,667,086	1,084,462	1,042,449				
			Tax Cap	1,090,330	1,117,324				
			Over(Under)	(5,868)	(74,875)				

SAMPLE OF TAXES

	2027	2026	
ASSESSED VALUE	$ 150,000.00	$ 150,000.00	
TOWNWIDE	$ 112.39	$ 113.67	(1.28)
FIRE	$ 147.67	$ 135.98	11.69

TAX RATE (ROUNDED)

	2027 TOWNWIDE	2026 TOWNWIDE	Change
A	$ 0.28	$ 0.28	
DA	$ 0.47	$ 0.48	
	$ 0.75	$ 0.76	(0.01)

EXHIBIT D

TOWN OF HOPEWELL
FUND BALANCE PROJECTION

DESCRIPTION		(AA) GENERAL FUND	(DA) HIGHWAY FUND	(SW1) Special Water	(SW2) Special Water	(SW3) Special Water	(SW4) Special Water	(SW5) Special Water	(SW6) Special Water	(SW7) Special Water	(SW8) Special Water
12/31/25- FUND BALANCE ACTIVITY											
Fund Balance - Beginning of Year		$ 4,557,767	1,460,417	$ 127,547	$ 327,956	$ 258,493	$ 5,532	$ 527	$ (5,368)	$ 18,731	$ 14,278
Adjust Prior Year		-	-								
Revenues		2,281,745	2,645,151	195,077	283,829	285,132	70,603	3,918	152,217	45,793	29,914
Expenditures		(1,921,927)	(1,897,176)	(171,418)	(439,166)	(250,259)	(64,953)	(4,051)	(148,264)	(44,983)	(25,814)
Fund Balance - End of Year		$ 4,917,585	2,208,392	$ 151,206	$ 172,619	$ 293,366	$ 11,183	$ 394	$ (1,415)	$ 19,541	$ 18,378
12/31/25- FUND BALANCE COMPONENTS											
Not in Spendable Form (Prepaid Pensions	806	$ 22,672	14,844	1,635	2,308	4,407	385	0	769	192	$ -
Capital Reserve	878	100,565	88,402	170,100	53,724	299,145	25,957	-	6,396	8,000	1,290
Reserve for Repairs	882		150,131								-
		-									
Appropriated Fund Balance	914	973,136	298,449	-	-	-	-	-	-	-	
Unappropriated Fund Balance	915	-									
Unassigned Fund Balance	917	3,821,212	1,656,562	151,207	172,619	293,366	11,183	394	(1,415)	19,541	18,378
Total Fund Balance		$ 4,917,585	$ 2,208,388	$ 322,942	$ 228,651	$ 596,918	$ 37,524	$ 394	$ 5,751	$ 27,734	$ 19,668
12/31/25 FUND BALANCE		4,917,585	2,208,388	322,942	228,651	596,918	37,524	394	5,751	27,734	19,668
2026 Estimated Revenues Over (Under) Expenditures		463,039	168,294	(27,248)	(56,897)	(69,139)	(9,875)	(1,159)	12,848	(4,956)	1,479
2027 Budgeted Appropriated Fund Balance		(1,201,268)	(463,334)	0	(2,485)	0	0	0	0	0	0
12/31/26 ESTIMATED FUND BALANCE		4,179,356	1,913,348	295,694	169,269	527,779	27,650	-766	18,599	22,777	21,147
Fund Balance as a percentage of 2027 Budget		166%	71%	151%	61%	173%	39%	-15%	12%	47%	74%

TOWN OF HOPEWELL
TAX CAP CALCULATION

DESCRIPTION	2026	2027
TAX LEVY FOR PRIOR YEAR	1,062,748.00	1,042,449.00
TAX BASE GROWTH FACTOR	1.0155	1.0095
	1,079,221.00	1,052,352.00
PRIOR YEAR PILOTS	8,563.00	8,563.00
	1,087,784.00	1,060,915.00
ALLOWABLE LEVY GROWTH FACTOR	1.0200	1.0200
	1,109,540.00	1,082,133.00
PROJECTED PILOTS	(8,563.00)	(8,563.00)
AVAILABLE CARRYOVER FROM PRIOR YEAR	16,347.00	16,760.00
ALLOWABLE TAX LEVY	1,117,324.00	1,090,330.00
TAXES FROM BUDGET	1,042,449.00	1,084,462.00
OVER (UNDER) TAX CAP	(74,875.00)	(5,868.00)

BUDGET REPORT
TOWN OF HOPEWELL
2027

	GENERAL FUND	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
REVENUES:							
A1001.000.000	Property Taxes	158,344.00	158,344.00	111,385.00	111,385.00	111,385.00	111,385.00
A1081.000.000	Payment in Lieu of Taxes	15,659.38	6,048.61	8,563.00	7,154.66	7,155.00	7,155.00
A1090.000.000	Interest & Penalties	9,600.00	3,610.06	3,000.00		3,000.00	3,000.00
A1120.000.000	Sales Tax	866,611.53	1,332,200.17	750,000.00	1,633,793.92	800,000.00	800,000.00
A1170.000.000	Franchise Fees	30,864.24	27,403.57	25,000.00	25,026.41	25,000.00	25,000.00
A1255.000.000	Clerk Fees	225.86	229.14	200.00	62.85	100.00	100.00
A1289.000.000	Other General Dept Income	5.00		0.00		0.00	0.00
A1375.000.000	Credit Card Service Fees	32.80	8.86	0.00	3.81	0.00	0.00
A1603.000.000	Vital Stats Fees	1,460.00	1,120.00	1,300.00	2,160.00	1,500.00	1,500.00
A1989.000.000	Other Economic Assist & Opp	27,615.71	28,263.97	25,000.00	27,054.63	25,000.00	25,000.00
A2110.000.000	Zoning Fees	32,963.26	61,829.07	25,000.00	175,000.00	50,000.00	50,000.00
A2130.000.000	Refuse Fees	21,202.00	32,062.50	23,000.00	29,190.86	25,000.00	25,000.00
A2210.000.000	General Services,Other Govt	41,062.65	0.00	18,000.00	0.00	0.00	0.00
A2389.000.000	Misc Revenue Other Govts	42,491.00	42,491.00	39,160.00	39,280.00	39,280.00	36,160.00
A2390.000.000	Share of Joint Activity, Other Govts		55,926.51	60,000.00	35,188.90	0.00	0.00
A2401.000.000	Interest & Earnings	240,302.93	182,211.85	80,000.00	90,534.77	75,000.00	75,000.00
A2401.001.000	Interest from CD's				1,591.20	1,000.00	1,000.00
A2401.002.000	Int-Building Reserve				63,451.90	45,000.00	45,000.00
A2544.000.000	Dog Licenses	6,810.00	8,232.00	6,000.00	6,054.86	6,000.00	6,000.00
A2610.000.000	Fines & Forfeitures	31,752.50	30,751.25	15,000.00	41,466.48	35,000.00	35,000.00
A2650.000.000	Sale of Scrap & Excess Material	2,466.30	2,190.70	1,000.00	3,919.29	2,000.00	2,000.00
A2655.000.000	Minor Sale	87.80	1,052.75	0.00	155.40	0.00	0.00
A2680.000.000	Insurance Recoveries		46,735.00	0.00	151,614.00	0.00	0.00
A2705.000.000	Gift & Donations			0.00	2,500.00	0.00	0.00
A2770.000.000	Miscellaneous			0.00	251.54	0.00	0.00
A3001.000.000	State Aid (Revenue Sharing)	13,206.00	13,206.00	13,206.00	13,206.00	13,206.00	13,206.00
A3005.000.000	Mortgage Tax	87,773.60	61,597.26	50,000.00	55,568.00	50,000.00	50,000.00
A3040.000.000	State Aid (Assess Reval)		3,467.98	0.00	0.00	0.00	0.00
A3089.000.000	Other General State Aid	3,634.14	924.00	0.00	2,772.00	2,000.00	0.00
A4089.000.000	Federal Aid, other	172,750.85	181,837.00	0.00	0.00	0.00	0.00
A5999.000.000	Appropriated Fund Balance			973,136.00	0.00		1,201,267.80
TOTAL REVENUES:		1,806,921.55	2,281,743.25	2,227,950.00	2,518,386.47	1,316,626.00	2,512,773.80

GENERAL FUND		2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
APPROPRIATIONS:							
A1010.100.000	Town Board Services	17,045.00	24,000.00	24,960.00	24,960.00	24,960.00	26,208.00
A1010.400.000	Town Board Contractual			200.00	200.00	200.00	200.00
A1110.100.000	Justice Services	50,000.00	50,000.00	50,000.00	50,000.08	50,000.00	50,000.00
A1110.101.000	Justice Clerk	36,430.50	39,987.00	38,487.00	42,361.80	45,000.00	45,000.00
A1110.102.000	Justice Baliff	891.34	0.00	0.00	0.00	0.00	0.00
A1110.200.000	Justice Equipment			10,000.00	0.00	0.00	0.00
A1110.400.000	Justice Contractual	5,161.12	9,440.39	27,500.00	7,438.46	10,000.00	10,000.00
A1115.100.000	Court Clerk - Personal Services		-140.00		49,450.63		0.00
A1220.100.000	Supervisor Services	30,000.00	40,000.00	50,000.00	50,000.08	50,000.00	52,500.00
A1220.101.000	Supervisor Services Deputy		0.00	1,575.00	0.00	1,654.00	1,654.00
A1220.200.000	Supervisor Equipment			500.00	0.00	500.00	500.00
A1220.400.000	Supervisor Contractual	886.59	386.03	11,340.00	1,061.26	12,000.00	1,750.00
A1225.100.000	Deputy Supervisor, Pers Services		0.00		0.00		
A1310.100.000	Bookkeeper Services	21,194.45	23,262.44	60,388.00	22,638.49	5,250.00	10,000.00
A1310.200.000	Bookkeeper Equipment		1,000.00	1,000.00	0.00	1,000.00	1,000.00
A1310.400.000	Bookkeeper Contractual	2,300.84	2,902.25	3,000.00	1,260.10	3,000.00	3,000.00
A1315.400.000	Comptroller, Contractual	9,425.00	10,037.50	8,000.00	2,288.57	0.00	45,300.00
A1340.100.000	Budget Services	15,000.00	20,000.00	20,000.00	19,999.98	20,000.00	21,000.00
A1340.400.000	Budget, Contractual	60.29	0.00	0.00	0.00	0.00	0.00
A1355.100.000	Assessor Services	57,000.00	54,080.00	57,325.00	57,324.80	60,191.00	60,191.00
A1355.102.000	Board Assessment Review	1,400.00	1,375.00	1,400.00	1,100.00	1,400.00	1,400.00
A1355.200.000	Assessor Equipment	463.00	21.00	1,000.00	0.00	1,000.00	1,000.00
A1355.400.000	Assessor Contractual	4,589.28	1,342.25	2,000.00	1,131.39	2,000.00	2,000.00
A1410.100.000	Town Clerk Services	39,878.00	50,000.00	52,000.00	52,000.00	54,600.00	54,600.00
A1410.101.000	Town Clerk Deputy	2,152.67	1,320.33	4,982.00	2,664.43	3,000.00	3,000.00
A1410.200.000	Town Clerk Equipment	223.82	0.00	300.00	0.00	300.00	300.00
A1410.400.000	Town Clerk Contractual	9,061.99	7,567.67	12,000.00	15,536.04	13,000.00	13,000.00
A1420.400.000	Attorney Contractual	10,009.60	6,750.00	12,000.00	14,015.06	15,000.00	15,000.00
A1430.100.000	Personnel Clerk Services	15,505.95	18,763.38	18,578.00	18,754.77	19,507.00	19,507.00
A1430.101.000	Clerk - Personnel Support / IT	3,500.00	3,500.12	3,500.00	3,500.12	5,000.00	5,000.00
A1440.400.000	Engineering Contractual	10,759.16	0.00	12,000.00	5,000.00	12,000.00	12,000.00
A1450.400.000	Election Contractual	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
A1620.100.000	Buildings Services	5,666.35	5,469.52	3,182.00	4,976.78	5,500.00	5,500.00
A1620.200.000	Buildings Equipment	0.00	535.00	1,000.00	0.00	50,000.00	200,000.00
A1620.400.000	Buildings Contractual	45,059.66	30,642.30	40,000.00	23,266.49	40,000.00	40,000.00
A1640.100.000	Central Garage Services	0.00	0.00	3,000.00	0.00	0.00	0.00
A1640.200.000	Central Garage Equipment	300.00	0.00	1,000.00	0.00	1,000.00	1,000.00
A1640.400.000	Central Garage Contractual	27,592.11	41,361.37	35,000.00	25,538.43	35,000.00	35,000.00
A1650.400.000	Central Communications Contr	7,310.84	11,670.95	12,400.00	15,082.82	16,000.00	16,000.00
A1660.400.000	Central Storeroom Contractual	427.77	580.88	1,000.00	122.91	750.00	750.00
A1670.400.000	Central Printing Contractual	593.32	644.39	700.00	157.71	750.00	750.00
A1680.400.000	Central Data Processing Contr	12,365.57	13,183.02	10,000.00	16,973.04	20,000.00	20,000.00
A1910.400.000	Unallocated Insurance	33,490.90	41,137.62	47,480.00	72,593.07	75,000.00	75,000.00
A1920.400.000	Municipal Dues	1,100.00	1,100.00	1,100.00	1,885.71	1,230.00	1,230.00
A1990.400.000	Contingency			65,000.00	3,767.14	65,000.00	65,000.00

	GENERAL FUND	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
A3310.400.000	Traffic Control Contractual	34,227.05	39,679.69	50,000.00	121.68	50,000.00	50,000.00
A3497.400.000	Fire Protect, Equipment	156,490.00	48,749.75	0.00	0.00	0.00	0.00
A3510.400.000	Dog Control Contractual	10,030.00	9,592.00	11,125.00	11,125.41	15,725.00	12,656.80
A3620.400.000	Safety Inspection, Contractual		0.00	0.00	0.00	0.00	0.00
A4010.400.000	Board of Health Contractual	900.00		900.00	0.00	900.00	900.00
A4020.100.000	Registrar of Vital Stats Svc	300.00	300.00	300.00	0.00	300.00	315.00
A4020.101.000	Registrar of Vital Stats Svc-Dep	100.00	100.00	100.00	100.00	100.00	100.00
A4020.400.000	Registrar of Vital Stats Contr			100.00	0.00	100.00	100.00
A4025.400.000	Laboratory Contractual	200.00	287.00	200.00	569.14	600.00	600.00
A5010.100.000	Hwy Supt Services	79,304.00	81,683.00	84,950.00	84,950.32	89,300.00	89,200.00
A5010.102.000	Hwy Supt Services - Deputy	2,416.36	3,000.00	3,120.00	2,704.00	5,000.00	5,000.00
A5010.400.000	Hwy Supt Contractual	3,200.00	3,060.59	2,600.00	2,934.53	2,600.00	2,600.00
A5182.400.000	Street Light Contractual	7,332.59	8,440.63	11,000.00	7,019.42	8,000.00	8,000.00
A7310.400.000	Youth Program Contractual	300.00	0.00	300.00	0.00	300.00	300.00
A7520.400.000	Historian Property Contractual		0.00	2,000.00	2,000.00		
A8010.100.000	Zoning/Code Personal Services	76,400.00	80,105.00	85,305.00	85,304.96	91,276.35	93,835.00
A8010.101.000	Zoning/Code Personal Services	4,484.70	7,348.56	8,232.00	3,673.31	8,800.00	8,800.00
A8010.102.000	Deputy Bldg Safety Insp Services	20,192.33	0.00	0.00	0.00	0.00	0.00
A8010.103.000	Zoning - Personnel Services #2	39,346.23	67,022.00	72,222.00	72,249.84	76,555.32	77,308.00
A8010.200.000	Zoning Equipment	0.00	30,446.13	18,250.00	1,065.89	6,450.00	6,450.00
A8010.400.000	Zoning Contractual	8,601.99	14,926.31	16,300.00	23,435.61	21,610.00	21,610.00
A8020.100.000	Planning Services	12,930.25	10,713.94	13,032.00	4,683.50	8,800.00	8,800.00
A8020.200.000	Planning Equipment	213.69	0.00	500.00	0.00	800.00	800.00
A8020.400.000	Planning Contractual	922.20	1,042.52	1,200.00	1,946.85	10,010.00	10,010.00
A8020.401.000	Planning Contr - Comprehensive Plan					35,000.00	35,000.00
A8030.400.000	Research Watershed Contr	1,573.00	1,604.00	1,604.00	3,675.43	2,179.00	2,179.00
A8160.100.000	Refuse & Garbage Services	14,357.10	15,518.13	15,269.00	13,759.60	16,033.00	16,033.00
A8160.200.000	Refuse & Garbage Contracual			0.00	12,073.71	0.00	0.00
A8160.400.000	Refuse & Garbage Contracual	21,614.58	25,566.85	25,000.00	23,495.95	26,000.00	30,000.00
A8810.100.000	Cemetery Personal Services	10,000.00	0.00	0.00	0.00	0.00	0.00
A8810.400.000	Cemetery Contractual	5,620.00	14,800.00	16,000.00	17,000.00	16,000.00	16,000.00
A9010.800.000	State Retirement	62,114.25	71,385.00	72,687.00	72,687.00	90,768.00	90,768.00
A9030.800.000	Emp. Ben. Soc. Sec.	40,836.22	44,763.68	48,854.00	46,073.87	50,622.00	50,622.00
A9040.800.000	Workers Compensation	10,963.29	6,282.00	14,683.00	8,294.00	6,976.00	6,976.00
A9050.800.000	Unemployment Insurance		332.40	0.00	0.00	0.00	0.00
A9055.800.000	Disability Insurance	474.00	37,106.34	500.00	741.77	750.00	750.00
A9060.800.000	Hospital & Medical Insurance	22,003.74	16,000.00	42,220.00	42,111.22	47,221.00	47,221.00
A9950.900.000	Interfund Transfer	500,695.00	764,150.58	900,000.00	900,000.00	0.00	900,000.00
TOTAL APPROPRIATIONS:		1,629,487.69	1,920,426.51	2,227,950.00	2,055,347.21	1,414,067.67	2,512,773.80

BUDGET REPORT
TOWN OF HOPEWELL
2027

		2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
HIGHWAY FUND - TOWNWIDE							
REVENUES:							
DA1001.000.000	Property Taxes	189,500.00	189,500.00	189,500.00	189,500.00	189,500.00	189,500.00
DA1120.000.000	Sales Tax	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00
DA2300.000.000	Services for Other Gov'ts	129,468.16	149,120.23	94,000.00	195,140.57	165,000.00	165,000.00
DA2389.000.000	Misc Revenue From Other Govts	54,079.00	54,079.00	49,840.00	49,991.00	45,000.00	49,840.00
DA2401.000.000	Interest & Earnings	49,385.37	66,866.79	30,000.00	36,556.49	30,000.00	30,000.00
DA2401.001.000	Interest from CD's				38,188.25	30,000.00	30,000.00
DA2401.002.000	Inter & Earnings Special Mach Repair				4,162.27	3,500.00	3,500.00
DA2401.003.000	Inter & Earinings Road Repair-Reserve				7,171.53	6,000.00	6,000.00
DA2650.000.000	Sale of Scrap Metal	1,803.90	51.00	0.00	463.50		0.00
DA2680.000.000	Sale of Equipment	0.00		0.00	67,600.00		0.00
DA2666.000.000	Insurance Recoveries			0.00	0.00		
DA2667.000.000	Refund of Prior Yr Exp			0.00	0.00		
DA2668.000.000	Insurance Recoveries		149,910.00		0.00		0.00
DA2770.000.000	Miscellaneous		4,527.07	0.00	0.00		0.00
DA3501.000.000	CHIPS	197,610.45	254,352.70	211,000.00	211,000.00	254,000.00	254,000.00
DA3960.000.000	State Aid (FEMA)		57,800.69	0.00	0.00		0.00
DA4980.000.000	Fed Aid (FEMA)		343,319.02	0.00	0.00		0.00
DA5031.000.000	Interfund Transfer	500,695.00	780,150.58	900,000.00	900,000.00	900,000.00	900,000.00
DA5999.000.000	Unexpended Balance			298,449.00			463,333.92
TOTAL REVENUES:		1,722,541.88	2,649,677.08	2,372,789.00	2,299,773.61	2,223,000.00	2,691,173.92
APPROPRIATIONS:							
DA5110.100.000	General Repairs Services	263,300.59	204,973.38	304,132.00	225,984.96	316,256.00	299,035.93
DA5110.400.000	General Repairs Contractual	255,437.77	356,566.31	600,000.00	343,256.47	800,000.00	800,000.00
DA5110.401.000	General Repairs - FEMA				109,568.38	0.00	0.00
DA5112.400.000	Perm Imp highway Contr	197,610.45	254,352.70	211,000.00	211,000.00	254,000.00	254,000.00
DA5120.400.000	Bridges Contractual	73,622.25	87,201.35	175,000.00		125,000.00	125,000.00
DA5130.200.000	Machinery Equipment	111,360.44	432,352.61	500,000.00	583,954.36	580,000.00	580,000.00
DA5130.400.000	Machinery Contractual	58,142.33	47,907.13	75,000.00	45,116.69	75,000.00	75,000.00
DA5140.400.000	Laboratory Contractual	60.00		200.00	245.14	200.00	200.00
DA5142.100.000	Snow Removal. Town Services	42,144.11	81,990.43	51,235.00	109,403.91	62,500.00	79,271.00
DA5142.400.000	Snow Removal. Town Contractual	122,669.26	203,095.10	230,000.00	236,768.52	230,000.00	230,000.00
DA5148.100.000	Snow Removal Other Gov't Svc	24,778.18	54,660.27	30,894.00	72,935.92	45,000.00	50,729.00
DA9010.800.000	State Retirement	33,730.25	53,372.75	59,376.00	59,376.00	60,817.00	60,817.00
DA9030.800.000	Social Security	24,230.91	25,666.39	29,549.00	30,893.75	32,821.00	32,821.00
DA9040.800.000	Workers Compensation	16,751.00	14,307.00	14,307.00	8,081.00	6,797.00	6,797.00
DA9055.800.000	Disability Insurance	0.00	139.15	100.00	100.00	100.00	100.00
DA9060.800.000	Hospital & Medical Insurance	27,443.51	38,524.24	45,400.00	48,198.41	50,807.00	50,807.00
DA9089.800.000	Employee Benefits - Clothing	8,028.26		0.00		0.00	0.00
DA9785.600.000	Debt Prinicipal, Install Purch Debt	85,413.73	42,706.00	43,972.00	43,971.99	45,265.17	45,265.17
DA9785.700.000	Debt Interest, Install Purch Debt	6,645.00	3,889.99	2,624.00	2,624.00	1,330.82	1,330.82
TOTAL APPROPRIATIONS:		1,351,368.04	1,901,704.80	2,372,789.00	2,131,479.51	2,685,893.99	2,691,173.92

BUDGET REPORT
TOWN OF HOPEWELL
2027

		2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2027 TENTATIVE
SPECIAL DISTRICTS: Fire					
REVENUES:					
SF1001.000.000	Fire Protection	391,807.80	391,807.80	440,235.00	482,322.00
SF1081.000.000	Pymt in Lieu of Taxes				
SF2401.000.000	Interest & Earnings				
TOTAL REVENUES:		391,807.80	391,807.80	440,235.00	482,322.00
APPROPRIATIONS:					
SF1-3410.400.000	Hopewell	348,689.08	348,689.08	391,787.00	430,966.00
SF2-3410.400.000	Shortsville	20,283.73	20,283.73	22,791.00	24,159.00
SF3-3410.400.000	Clifton Springs	22,835.00	22,835.00	25,657.00	27,197.00
TOTAL APPROPRIATIONS:		391,807.80	391,807.80	440,235.00	482,322.00

BUDGET REPORT
TOWN OF HOPEWELL
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WATER DISTRICT #1	2024	2025	2026	2026	2027	2027
REVENUES:	ACTUAL	ACTUAL	BUDGET	ESTIMATED	REQUESTED	TENTATIVE
ACCT. #						
SW1001 Property Taxes	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
SW2140 Metered Sales	107,767.00	134,957.75	140,000.00	99,215.31	137,000.00	137,000.00
SW2142 Unmetered Water Sales	111.00		0.00		0.00	0.00
SW2144 Connection Charges			0.00		1,800.00	1,800.00
SW2148 Interest & Penalties	1,742.00	604.58	800.00	1,006.63	1,000.00	1,000.00
SW2389 Misc Revenue	1.00		0.00		0.00	0.00
SW2401 Interest and Earnings	1,610.00	3,739.44	1,470.00	8,676.48	1,570.00	1,293.00
SW2650 Sale of Scrap Material		47.00	50.00		40.00	40.00
SW2665 Sale of Equipment		717.15	0.00		0.00	0.00
SW2770 Miscellaneous	21.00	11.56	0.00	25.00	0.00	0.00
SW5111 Capital Reserve			0.00		0.00	0.00
SW5999 Unassigned Fund Balance			0.00			0.00
TOTAL REVENUES:	166,252.00	195,077.48	197,320.00	163,923.42	196,410.00	196,133.00
						0.00
APPROPRIATIONS:						
SW8310. Administration Personal Svc	23,422.00	23,895.15	27,500.00	22,227.35	28,600.00	28,600.00
SW8310. Administration Equipment	273.00	546.90	880.00	880.00	880.00	880.00
SW8310. Administration Contractual	7,086.00	5,864.00	7,920.00	8,191.77	7,040.00	7,040.00
SW8320. Source of Supply Contractual	64,664.00	65,753.12	67,000.00	37,278.07	66,000.00	66,000.00
SW8340. Transmission & Distr. Services	28,406.00	27,765.74	29,700.00	26,778.67	29,700.00	29,700.00
SW8340. Transmission & Distr. Equip.	5,838.00	3,035.98	5,500.00	37,687.55	6,600.00	6,600.00
SW8340. Transmission & Distr. Contr.	26,769.00	22,404.46	25,300.00	36,718.39	24,200.00	24,200.00
SW9010. State Retirement	5,940.00	8,032.09	5,940.00	5,940.00	7,040.00	8,973.00
SW9030. Social Security	3,717.00	3,841.89	4,400.00	3,551.63	4,180.00	3,982.00
SW9040. Workers Compensation	4,180.00	3,570.00	4,180.00	2,361.04	3,960.00	905.00
SW9060. Hospital/Medical Insurance	7,567.00	6,708.69	7,480.00	9,556.90	10,120.00	10,563.00
SW9901. Interfund X-fer (Tank RSV)			5,400.00		4,950.00	4,950.00
SW9901. Interfund X-fer (Machinery RSV)			6,120.00		3,740.00	3,740.00
TOTAL APPROPRIATIONS:	177,862.00	171,418.02	197,320.00	191,171.36	197,010.00	196,133.00

WATER DISTRICT #2 REVENUES: ACCT. #	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
						0.00
SW1001 Property Taxes	52,000.00	52,000.00	52,000.00	52,000.00	52,000.00	52,000.00
SW1081 Payment in Lieu of Taxes			0.00			0.00
SW2140 Metered Sales	150,175.00	122,722.12	236,000.00	132,753.93	216,000.00	216,000.00
SW2142 Unmetered Water Sales	952.00	742.60	0.00	699.15	540.00	540.00
SW2144 Connection Charges	1,600.00	1,350.97	1,790.00	0.00	1,800.00	1,800.00
SW2148 Interest & Penalties	1,012.00		800.00	1,323.46	1,000.00	1,000.00
SW2389 Misc Revenue			0.00	0.00	0.00	0.00
SW2401 Interest and Earnings	1,972.00	1,891.82	1,200.00	5,280.70	1,900.00	1,900.00
SW2650 Sale of Scrap Material		30.70	50.00	151.20	40.00	40.00
SW2665 Sale of Equipment		1,742.00	0.00	0.00	0.00	0.00
SW2770 Miscellaneous		100.00	0.00	0.00	0.00	0.00
SW5031 Interfund Transfer		5,756.49	0.00	0.00	0.00	0.00
SW5111 Capital Reserve			0.00	0.00	0.00	0.00
SW5999 Unassigned Fund Balance			0.00	0.00	0.00	2,484.50
TOTAL REVENUES:	207,711.00	186,336.70	291,840.00	192,208.45	273,280.00	275,764.50

APPROPRIATIONS:						
SW8310. Administration Personal Svc	25,552.00	23,236.10	35,000.00	28,289.35	32,500.00	33,800.00
SW8310. Administration Equipment	298.00	332.40	1,120.00	0.00	1,040.00	1,040.00
SW8310. Administration Contractual	8,880.00	9,037.08	10,080.00	10,425.98	8,320.00	8,320.00
SW8320. Source of Supply Contractual	84,641.00	71,006.00	140,000.00	88,918.59	125,000.00	125,000.00
SW8340. Transmission & Distr. Service	30,989.00	26,417.51	37,800.00	34,081.93	35,100.00	35,100.00
SW8340. Transmission & Distr. Equip.	17,731.00	311.89	7,000.00	44,351.96	7,800.00	7,800.00
SW8340. Transmission & Distr. Contr.	21,923.00	15,388.71	32,200.00	15,690.58	28,600.00	28,600.00
SW9010. State Retirement	6,480.00	6,500.00	7,560.00	7,560.00	8,320.00	11,420.00
SW9030. Social Security	4,054.00	4,455.79	5,600.00	4,618.92	4,940.00	5,068.50
SW9040. Workers Compensation	4,560.00	4,560.00	5,320.00	3,004.96	4,680.00	1,152.00
SW9055. Disability Insurance			0.00			0.00
SW9060. Hospital/Medical Insurance	8,255.00	6,060.00	9,520.00	12,163.42	11,960.00	13,444.00
SW9901. Interfund X-fer (Tank RSV)			300.00	0.00	600.00	600.00
SW9901. Interfund X-fer (Machinery RSV)			340.00	0.00	4,420.00	4,420.00
SW9950. Transfer to Capital Projects			0.00	0.00		0.00
TOTAL APPROPRIATIONS:	213,363.00	167,305.48	291,840.00	249,105.69	273,280.00	275,764.50

WATER DISTRICT #3 REVENUES:	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
ACCT. #						0.00
SW1001 Property Taxes	64,877.00	64,887.00	64,887.00	64,887.00	64,887.00	64,887.00
SW1081 Payment in Lieu of Taxes			0.00			0.00
SW2140 Metered Sales	159,440.00	206,567.73	212,000.00	153,304.97	232,000.00	232,000.00
SW2142 Unmetered Water Sales	845.00	735.88	0.00	590.74	0.00	0.00
SW2144 Connection Charges	4,782.00	3,600.00	1,800.00	1,800.00	3,600.00	3,600.00
SW2148 Interest & Penalties	1,497.00	1,280.20	1,200.00	1,656.12	1,200.00	1,200.00
SW2401 Interest and Earnings	2,890.00	6,748.56	2,500.00	10,524.45	2,653.00	2,987.00
SW2650 Sale of Scrap Material		57.00	93.00	0.00	0.00	0.00
SW2665 Sale of Equipment		1,092.80	0.00	0.00	0.00	0.00
SW2680 Insurance Recovery			0.00	0.00	0.00	0.00
SW2770 Miscellaneous	150.00	162.50	0.00	215.00	0.00	0.00
SW5031 Interfund Transfer			0.00	0.00	0.00	0.00
SW5111 Capital Reserve			0.00	0.00	0.00	0.00
SW5999 Unassigned Fund Balance			0.00	0.00	0.00	0.00
TOTAL REVENUES:	234,481.00	285,131.67	282,480.00	232,978.28	304,340.00	304,674.00
						0.00

APPROPRIATIONS:						
SW8310. Administration Personal Svc	34,069.00	36,411.69	38,750.00	33,341.03	41,250.00	42,900.00
SW8310. Administration Equipment	397.00	844.80	1,240.00	1,240.00	1,320.00	1,320.00
SW8310. Administration Contractual	10,085.00	8,935.69	11,160.00	12,287.64	10,560.00	10,558.00
SW8320. Source of Supply Contractual	84,991.00	94,733.94	101,000.00	64,047.87	110,000.00	110,000.00
SW8340. Transmission & Distr. Service	40,074.00	42,327.51	41,850.00	40,167.97	44,500.00	44,500.00
SW8340. Transmission & Distr. Equip.	7,998.00	4,619.97	7,750.00	58,365.67	9,900.00	9,900.00
SW8340. Transmission & Distr. Contr.	37,271.00	30,069.73	35,650.00	46,873.94	36,300.00	36,300.00
SW9010. State Retirement	8,640.00	10,698.07	8,370.00	8,370.00	10,560.00	13,459.00
SW9030. Social Security	5,406.00	5,854.31	6,200.00	5,366.14	6,270.00	5,974.00
SW9040. Workers Compensation	6,080.00	5,440.00	5,890.00	3,541.56	5,940.00	1,358.00
SW9055. Disability Insurance	150.00	123.35	0.00	100.00	200.00	200.00
SW9060. Hospital/Medical Insurance	11,007.00	10,199.92	10,540.00	14,335.30	15,180.00	15,845.00
SW9901. Interfund X-fer (Tank RSV)			6,600.00	6,600.00	6,750.00	6,750.00
SW9901. Interfund X-fer (Machinery RSV)			7,480.00	7,480.00	5,610.00	5,610.00
TOTAL APPROPRIATIONS:	246,168.00	250,258.98	282,480.00	302,117.13	304,340.00	304,674.00

WATER DISTRICT #4 REVENUES: ACCT. #	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
						0.00
SW1001 Property Taxes	30,290.00	30,870.00	31,170.00	31,170.00	31,470.00	31,470.00
SW1081 Payment in Lieu of Taxes			0.00		0.00	0.00
SW2140 Metered Sales	24,291.00	35,046.87	36,000.00	29,016.31	35,000.00	36,000.00
SW2144 Connection Charges	0.00	3,600.00	0.00		1,800.00	1,800.00
SW2148 Interest & Penalties	530.00	447.19	100.00		800.00	900.00
SW2389 Misc Revenue			0.00		0.00	0.00
SW2401 Interest and Earnings	231.00	468.53	208.00	1,547.55	605.00	666.00
SW2665 Sale of Equipment	0.00	170.75	0.00		0.00	0.00
SW2770 Miscellaneous	100.00	0.00	0.00		0.00	0.00
SW5031 Interfund Transfer			0.00		0.00	0.00
SW5999 Unassigned Fund Balance			0.00		0.00	0.00
TOTAL REVENUES:	55,442.00	70,603.34	67,478.00	61,733.86	69,675.00	70,836.00
						0.00

APPROPRIATIONS:						
SW8310. Administration Personal Svc	5,323.00	5,689.30	6,250.00	6,062.02	6,250.00	6,500.00
SW8310. Administration Equipment	62.00	148.50	200.00		200.00	200.00
SW8310. Administration Contractual	1,769.00	1,397.60	1,800.00	2,234.07	1,600.00	1,600.00
SW8320. Source of Supply Contractual	16,993.00	17,318.68	16,000.00	10,983.00	17,000.00	17,000.00
SW8340. Transmission & Distr. Service	6,261.00	6,613.70	6,750.00	7,222.99	6,750.00	6,750.00
SW8340. Transmission & Distr. Equip.	1,185.00	660.00	1,250.00	8,695.32	1,500.00	1,500.00
SW8340. Transmission & Distr. Contr.	5,826.00	4,585.74	5,750.00	6,420.63	5,500.00	5,500.00
SW9010. State Retirement	1,350.00	1,821.14	1,350.00	1,350.00	1,600.00	2,447.00
SW9030. Social Security	844.00	914.72	1,000.00	912.27	950.00	1,086.00
SW9040. Workers Compensation	950.00	850.00	950.00	643.92	900.00	247.00
SW9055. Disability Insurance			0.00			0.00
SW9060. Hospital/Medical Insurance	1,719.00	1,593.82	1,700.00	2,606.43	2,300.00	2,881.00
SW9710. Bond Principal	10,000.00	11,000.00	11,000.00	11,000.00	12,000.00	12,000.00
SW9710. Bond Interest	12,818.00	12,359.38	11,878.00	11,878.00	11,375.00	11,375.00
SW9901. Interfund X-fer (Tank RSV)			750.00	750.00	900.00	900.00
SW9901. Interfund X-fer (Machinery RSV)			850.00	850.00	850.00	850.00
TOTAL APPROPRIATIONS:	65,100.00	64,952.58	67,478.00	71,608.66	69,675.00	70,836.00

WATER DISTRICT #5 REVENUES:	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
ACCT. #						0.00
SW1001 Property Taxes	3,918.00	3,918.00	4,969.00	4,969.00	4,969.00	4,969.00
SW1081 Payment in Lieu of Taxes						0.00
SW2140 Metered Sales						0.00
SW2144 Connection Charges						0.00
SW2148 Interest & Penalties						0.00
SW2389 Misc Revenue						0.00
SW2401 Interest and Earnings						0.00
SW2650 Sale of Scrap Material						0.00
SW5999 Unassigned Fund Balance						0.00
TOTAL REVENUES:	3,918.00	3,918.00	4,969.00	4,969.00	4,969.00	4,969.00
						0.00
APPROPRIATIONS:						
SW8310. Administration Personal Svc						0.00
SW8310. Administration Equipment						0.00
SW8310. Administration Contractual						0.00
SW8320. Source of Supply Contractual						0.00
SW8340. Transmission & Distr. Services						0.00
SW8340. Transmission & Distr. Equip.						0.00
SW8340. Transmission & Distr. Contr.	1,874.00	1,996.00	2,000.00	3,159.43	2,000.00	2,000.00
SW9010. State Retirement						0.00
SW9030. Social Security						0.00
SW9040. Workers Compensation						0.00
SW9055. Disability Insurance						0.00
SW9060. Hospital/Medical Insurance						0.00
SW9710. Bond Principal	1,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00
SW9710. Bond Interest	1,112.00	1,055.00	969.00	969.00	969.00	969.00
SW9901. Interfund X-fer (Tank RSV)						0.00
SW9901. Interfund X-fer (Machinery RSV)						0.00
TOTAL APPROPRIATIONS:	3,986.00	4,051.00	4,969.00	6,128.43	4,969.00	4,969.00

WATER DISTRICT #6 REVENUES: ACCT. #	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
						0.00
SW1001 Property Taxes	45,168.00	45,168.00	45,168.00	45,168.00	44,794.00	44,794.00
SW2140 Metered Sales	66,235.00	100,714.85	105,000.00	79,812.10	104,000.00	101,000.00
SW2144 Connection Charges	2,600.00	2,600.00	1,300.00	1,300.00	2,600.00	2,600.00
SW2148 Interest & Penalties	478.00	426.99	1,300.00	642.24	1,400.00	1,171.00
SW2401 Interest and Earnings	117.00	85.47	147.00		30.00	30.00
SW2665 Sales of Equipment		341.50	0.00	284.80	0.00	0.00
SW2770 Other (O&M Charge)	2,880.00	2,880.21	2,880.00	2,880.40	2,880.00	2,880.00
SW5031 Interfund Transfer			0.00		0.00	0.00
SW5111 Capital Reserve			0.00	0.00	0.00	0.00
SW5999 Unassigned Fund Balance			0.00	0.00	0.00	0.00
TOTAL REVENUES:	117,478.00	152,217.02	155,795.00	130,087.54	155,704.00	152,475.00
						0.00
APPROPRIATIONS:						
SW8310. Administration Personal Svc	13,840.00	11,378.67	12,500.00	7,072.35	12,500.00	13,000.00
SW8310. Administration Equipment	161.00	129.00	400.00		400.00	400.00
SW8310. Administration Contractual	4,810.00	2,784.04	3,600.00	2,606.55	3,200.00	3,200.00
SW8320. Source of Supply Contractual	39,933.00	63,392.80	62,000.00	32,751.98	60,000.00	60,000.00
SW8340. Transmission & Distr. Services	16,161.00	13,192.30	13,500.00	8,520.48	13,500.00	13,500.00
SW8340. Transmission & Distr. Equip.	2,348.00	396.00	2,500.00	11,628.13	3,000.00	3,000.00
SW8340. Transmission & Distr. Contr.	12,066.00	8,965.94	11,500.00	6,985.63	11,000.00	11,000.00
SW9010. State Retirement	3,510.00	3,643.28	2,700.00	2,700.00	3,200.00	2,855.00
SW9030. Social Security	2,196.00	1,829.50	2,000.00	1,387.24	1,900.00	1,267.00
SW9040. Workers Compensation	2,470.00	1,700.00	1,900.00	751.24	1,800.00	288.00
SW9055. Disability Insurance						0.00
SW9060. Hospital/Medical Insurance	4,471.00	3,299.71	3,400.00	3,040.90	4,600.00	3,361.00
SW9710. Bond Principal	15,000.00	15,000.00	16,000.00	16,000.00	17,000.00	17,000.00
SW9710. Bond Interest	23,209.00	22,553.12	21,875.00	21,875.00	21,154.00	21,154.00
SW9901. Interfund X-fer (Tank RSV)			900.00	900.00	750.00	750.00
SW9901. Interfund X-fer (Machinery RSV)			1,020.00	1,020.00	1,700.00	1,700.00
TOTAL APPROPRIATIONS:	140,175.00	148,264.36	155,795.00	117,239.50	155,704.00	152,475.00

WATER DISTRICT #7 REVENUES: ACCT. #	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
						0.00
SW1001 Property Taxes	26,320.00	26,320.00	26,710.00	26,710.00	26,710.00	26,710.00
SW1081 Payment in Lieu of Taxes						0.00
SW2140 Metered Sales	13,987.00	18,302.48	22,000.00	15,533.57	19,000.00	19,000.00
SW2142 Unmetered Water Sales	400.00	400.00	0.00	342.86	0.00	0.00
SW2144 Connection Charges	1,600.00	0.00		0.00	1,800.00	1,800.00
SW2148 Interest & Penalties	323.00	291.10	45.00	335.83	884.00	900.00
SW2401 Interest and Earnings	188.00	376.49	150.00	869.23	200.00	214.00
SW2665 Sales of Equipment	0.00	102.45	0.00	0.00	0.00	0.00
SW5999 Unassigned Fund Balance			0.00	0.00	0.00	0.00
TOTAL REVENUES:	42,818.00	45,792.52	48,905.00	43,791.49	48,594.00	48,624.00
						0.00
APPROPRIATIONS:						
SW8310. Administration Personal Svc	3,194.00	3,413.57	3,750.00	3,031.03	3,750.00	3,900.00
SW8310. Administration Equipment	37.00	74.70	120.00		120.00	120.00
SW8310. Administration Contractual	927.00	837.49	1,080.00	1,116.99	960.00	960.00
SW8320. Source of Supply Contractual	7,990.00	7,641.83	8,000.00	4,236.99	8,000.00	8,000.00
SW8340. Transmission & Distr. Services	3,798.00	3,956.49	4,050.00	3,611.52	4,050.00	4,050.00
SW8340. Transmission & Distr. Equip.	802.00	396.00	750.00	4,131.60	900.00	900.00
SW8340. Transmission & Distr. Contr.	2,824.00	3,164.72	3,450.00	4,970.18	3,300.00	3,300.00
SW9010. State Retirement	810.00	1,105.07	810.00	810.00	960.00	1,224.00
SW9030. Social Security	506.00	548.88	600.00	494.83	570.00	543.00
SW9040. Workers Compensation	570.00	570.00	570.00	321.96	540.00	123.00
SW9055. Disability Insurance		0.00				0.00
SW9060. Hospital/Medical Insurance	1,031.00	911.30	1,020.00	1,317.70	1,380.00	1,440.00
SW9710. Bond Principal	11,000.00	11,000.00	12,000.00	12,000.00	12,000.00	12,000.00
SW9710. Bond Interest	11,637.00	11,362.49	11,105.00	11,105.00	10,804.00	10,804.00
SW9901. Interfund X-fer (Tank RSV)			750.00	750.00	750.00	750.00
SW9901. Interfund X-fer (Machinery RSV)			850.00	850.00	510.00	510.00
TOTAL APPROPRIATIONS:	45,126.00	44,982.54	48,905.00	48,747.80	48,594.00	48,624.00

WATER DISTRICT #8 REVENUES:	2024 ACTUAL	2025 ACTUAL	2026 BUDGET	2026 ESTIMATED	2027 REQUESTED	2027 TENTATIVE
ACCT. #						0.00
SW1001 Property Taxes	20,747.00	21,425.00	21,425.00	21,425.00	21,425.00	21,425.00
SW2140 Metered Sales	5,396.00	8,017.80	7,000.00	6,778.29	6,463.00	6,973.00
SW2144 Connection Charges	1,600.00	0.00	0.00	514.29	0.00	0.00
SW2148 Interest & Penalties	57.00	67.02	86.00	31.37	0.00	0.00
SW2401 Interest and Earnings	148.00	369.58	100.00	0.00	0.00	0.00
SW2665 Sales of Equipment		34.15	0.00	430.92	0.00	0.00
SW8-270 Refund of Prior Year						0.00
SW8.503 Interfund Transfers						0.00
SW8-309 State Aid						0.00
SW5999 Unassigned Fund Balance			0.00			0.00
TOTAL REVENUES:	27,948.00	29,913.55	28,611.00	29,179.86	27,888.00	28,398.00
						0.00

APPROPRIATIONS:						
SW8310. Administration Personal Svc	1,064.00	11,138.47	1,250.00	1,010.31	750.00	1,300.00
SW8310. Administration Equipment	12.00	24.90	40.00	0.00	40.00	40.00
SW8310. Administration Contractual	266.00	278.24	360.00	372.39	320.00	320.00
SW8320. Source of Supply Contractual	3,498.00	2,976.14	4,000.00	1,643.45	4,000.00	4,000.00
SW8340. Transmission & Distr. Services	1,160.00	1,337.27	1,350.00	1,217.18	1,400.00	1,400.00
SW8340. Transmission & Distr. Equip.	288.00	131.98	250.00	1,377.21	300.00	300.00
SW8340. Transmission & Distr. Contr.	1,400.00	1,129.24	1,150.00	1,893.03	1,100.00	1,100.00
SW9010. State Retirement	270.00	387.00	270.00	270.00	320.00	408.00
SW9030. Social Security	168.00	182.98	200.00	164.98	190.00	181.00
SW9040. Workers Compensation	190.00	170.00	190.00	107.32	180.00	41.00
SW9055. Disability Insurance						0.00
SW9060. Hospital/Medical Insurance	344.00	296.22	340.00	434.35	460.00	480.00
SW9710. Bond Principal	8,000.00	8,000.00	9,000.00	9,000.00	9,000.00	9,000.00
SW9710. Bond Interest	9,951.00	9,762.25	9,571.00	9,571.00	9,358.00	9,358.00
SW9901. Interfund X-fer (Tank RSV)			300.00	300.00	300.00	300.00
SW9901. Interfund X-fer (Machinery RSV)			340.00	340.00	170.00	170.00
TOTAL APPROPRIATIONS:	26,611.00	35,814.69	28,611.00	27,701.23	27,888.00	28,398.00

TOWN OF HOPEWELL
SCHEDULE OF SALARIES OF ELECTED OFFICERS

Town Board (4) each	6,552.00
Justice (2) each	25,000.00
Supervisor	52,500.00
Town Clerk	54,600.00
Highway Supervisor	89,200.00

EXHIBIT E

Town of Hopewell

Building and Zoning Department

2716 County Rd #47
Canandaigua, NY 14424
585-394-0036 ext. 4
ceo@townofhopewell.org

September 2026 Monthly Report

Building and Zoning Applications – 28

Paid Fees - $2485.90

Permits Issued – 29

Permits Completed – 16

Fire Safety Inspections completed –

Planning and Zoning Applications – 2

Complaints and Violations -3

Performance Guarantee – 1

Old Business:

- Rezoning 5 and 20 Application #394
- Rezoning HDR to Ag and R1 to HDR application 486
- Manf. Park License- Heron Landing update

New Business:

- Monthly Report

Sincerely,

Justin Bruen

EXHIBIT F

Town of Hopewell

RESOLUTION #24-2026
ABSTRACT #10-2026

GENERAL FUND	**$57,723.25**
HIGHWAY FUND	**$355,918.58**
WATER FUND	**$94,347.49**
FIRE DISTRICT	**$5,921.30**

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 October 21, 2026, by the following vote:

	Aye	Nay
William Namestnik	_X_	___
Adam Sanford	NECESSARILY ABSENT	
Jeffrey Trickey	NECESSARILY ABSENT	
Andrew Faust	_X_	___
Mark Curran	_X_	___

Dated: October 21, 2026

Denise Hood, Town Clerk

SEAL

EXHIBIT G

Town of Hopewell

RESOLUTION #25-2026
BUDGET MODIFICATIONS

General Fund - Recommended Budget Modifications		
Transfer From:		
AA.1990.400.000	Contingency	(10,339.00)
		(10,339.00)
Transfer To:		
AA.1620.100.000	Buildings, Pers Serv	2,075.00
AA.4025.400.000	Laboratory, Contr Expend	330.00
AA.8010.400.000	Zoning, Contr Expend	351.00
AA.8030.400.000	Research, Contr Expend	540.00
AA.8160.200.000	Refuse & Garbage, Equip & Cap Outlay	7,043.00
		10,339.00

Interfund Transfer		
Transfer From:		
AA.9950.900.000	Interfund Transfers	(450,000.00)
		(450,000.00)
Transfer To:		
DA.5031.000.000	Interfund Transfer	450,000.00
		450,000.00

Highway Fund - Recommended Budget Modifications		
Transfer From:		
DA.2300.000.000	Transportation Services - Other Govt's	(19,832.00)
DA.2401.001.000	Interest from CD's	(28,812.00)
DA.2401.002.000	Inter & Earnings Special Mach Repair	(2,963.00)
DA.2401.003.000	Inter & Earinings Road Repair-Reserve	(5,076.00)
DA.5130.400.000	Machinery, Contr Expend	(12,450.00)
DA.2665.000.000	Sales Of Equipment	(67,600.00)
		(136,733.00)
Transfer To:		
DA.5110.400.000	Maint Of Streets, Contr Expend	12,450.00
DA.5130.200.000	Machinery, Equip & Cap Outlay	40,329.00
DA.5110.401.000	General Repairs - FEMA	83,954.00
		136,733.00

Town of Hopewell

RESOLUTION #25-2026
(Continued)

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 October 21, 2026, by the following vote:

	Aye	Nay
William Namestnik	_X_	___
Adam Sanford	NECESSARILY ABSENT	
Jeffrey Trickey	NECESSARILY ABSENT	
Andrew Faust	_X_	___
Mark Curran	_X_	___

Dated: October 21, 2026

Denise Hood, Town Clerk

SEAL

Docusign Envelope ID: D25EEC76-4EA1-8B6B-83E2-7435B283122E

EXHIBIT H

Contract ID: 26-0574

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 (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 "Municipality"). The County and the Municipality are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

RECITALS: This agreement (this "Agreement") entered into between the parties contemplates and is subject to the subcontracting of dog control services provided by the County to the Ontario County Humane Society, Inc., a duly incorporated society for the prevention of cruelty to animals. Officers, agents and employees of said society shall furnish those services described hereunder, and shall operate the Happy Tails Animal Shelter, which is intended to serve as the shelter under this Agreement. Similarly, the parties recognize that this Agreement constitutes part of an innovative approach to dog control by municipalities of the County, and may therefore necessitate future discussion and modification by mutual consent.

SERVICES: The parties agree that in consideration of payment made by the Municipality, the County will provide the following services commencing on Friday, January 1, 2027, and continuing through the term of this Agreement:

ADMINISTRATIVE SERVICES: The County or contractor of the County will maintain complete records of seizures, subsequent dispositions and all other contract or business related files as required by law.

DOG CONTROL SERVICES: A duly appointed employee(s) or contractor of the County will perform the duties of dog control officer for the Municipality, as those duties are defined in Article 7 of the Agriculture and Markets Law, including routine enforcement of licensing requirements, which enforcement shall commence after a minimum of two (2) official notifications by the Municipality to the dog owner or harborer, and upon similar notice by the Municipality to the County or its designee. In the case where a village employs its own dog control officer the village dog control officer is to be initially contacted to enforce village dog owner licensing requirements, in order to maximize response capability and minimize expense. Additionally, the County or contractor of the County shall provide enforcement of the provisions of the ordinance attached hereto as "Exhibit 'A,'" if such provisions are included in an ordinance adopted by the Municipality. However, the County or contractor of the County shall not be required to pursue appearance tickets or dangerous dog complaints through trial.

SHELTER SERVICES: The County or contractor of the County will provide an enclosed shelter for seized dogs, will properly care for all dogs in such shelter, and will humanely euthanize or make available for adoption seized dogs not redeemed. The shelter shall be open to the public at reasonable hours determined by the County or its contractor.

AUTHORIZATION: In performance of the services specified in this Agreement, the officers, agents and employees of the County shall be deemed agents of the Municipality for the purposes of 1) enforcement, including the issuance of appearance tickets, of the Agriculture and Markets Law and of the Municipality's Dog Control Ordinance, if adopted by Municipality; 2) the seizure of animals within the Municipality pursuant to said statutes; 3) the care and disposition of animals seized pursuant to said statutes; and 4) the receipt and disposition of impoundment and boarding fees collected at the shelter.

CALCULATION: Commencing with the 2025 County Budget, until otherwise determined by the Board of Supervisors, cost allocation for a municipality seeking the services provided herein shall be based on the

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municipality's population. Cost allocation will be completed by County Administration using Census Bureau municipal population data as published following each decennial census.

PAYMENT: For the above services performed during the period of this Agreement, the County will bill the Municipality, and the Municipality will pay the County, the sum of $12,658.50. The County will bill the Municipality not later than January 31st and payment by the Municipality to the County will be due on or before the last day of the next month after such bill is submitted.

Said rate may be modified by the County depending upon changes in State or Local service requirements or changes in the number of municipalities participating, provided that the rate charged per person remains equal for all participating municipalities during the year of this Agreement.

TERM OF AGREEMENT: The term of this Agreement shall commence on Friday, January 1, 2027, and shall terminate on Friday, December 31, 2027.

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 Board of Supervisors

Ontario County Municipal Building

20 Ontario Street

Canandaigua, New York 14424

with a copy to:

County Administrator

Ontario County Municipal Building

20 Ontario Street

Canandaigua, New York 14424

To the Municipality:

Municipality Clerk

2716 County Road 47, Canandaigua, NY 14424

ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereto 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.

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EXECUTION: 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.

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

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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

THE CLERK OF THE BOARD

DATE SIGNED

SIGNATURE

DATE SIGNED

FULL NAME

ON BEHALF OF THE COUNTY OF ONTARIO

Docusign Envelope ID: D25EEC76-4EA1-8B6B-83E2-7435B283122E

Exhibits List

A - Scope of Work 2027

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Exhibit A

Scope of Work 2027

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SCHEDULE "A"
DOG CONTROL ORDINANCE

Section 1: TITLE

This ordinance shall be known and may be cited as the Dog Control Ordinance of the Municipality.

Section 2: PURPOSE

The purpose of this ordinance shall be to preserve the public peace and good order in the Municipality and to contribute to the public welfare, safety and good order of its people by enforcing certain restrictions on the activities of dogs, consistent with the rights and privileges of the owners of dogs and of the other citizens of the Municipality.

Section 3: DEFINITIONS

A. At large: Any dog shall be deemed to be at large if not accompanied by a person who
   1. Is in full control of the dog, or
   2. Is providing restraint of the dog by secure leash or lead, or
   3. Has confined the dog to an enclosure, such as a cage or motor vehicle, in such a manner that the dog may not roam freely upon public lands elsewhere than on the premises of the owner or on the premises of another responsible person who has knowledge of the dog's presence and who assents thereto.

B. Dog: Any member of the species *canis familiaris*.

C. Owner: Any person who owns, keeps, harbors or has the care, custody or control of a dog. Dogs owned by minors under eighteen years of age shall be deemed to be in the custody and control of parents or other heads of the households where the minors reside. Any person harboring a dog for a period of one week prior to the filing of any complaint charging a violation of this ordinance shall be deemed to be the owner of the dog for the purposes of this ordinance.

Section 4: RESTRICTIONS

A. No person shall permit a dog to be at large within the limits of the Municipality.

B. No dog shall be at large within the limits of the Municipality.

C. Every female dog in heat shall be confined in a building or secure enclosure in such a manner that such female dog cannot come into contact with another animal except for planned breeding.

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Section 5: ENFORCEMENT

A. Enforcement officers: The provisions of this ordinance may be enforced by any person, municipality, or organization for the prevention of cruelty to animals, appointed by law or pursuant to contract with the Municipality.

B. Appearance tickets and process: Any person or entity authorized to enforce this ordinance may issue appearance tickets therefore, pursuant to the Criminal Procedure Law, may issue said tickets for any violation of Article 7 of the Agricultural and Markets Law of the State of New York, and is hereby authorized to serve any process relating to any proceeding, whether civil or criminal in nature, in accordance with the provisions of this ordinance. In the event an appearance ticket is unanswered, the Justice Court shall permit filing of information from the appropriate enforcement person and issue a warrant of arrest for the alleged violator.

C. Seizure: Any dog found to be at large in the Municipality shall be seized, and properly fed and cared for, until redeemed or disposed of in accordance with the provisions of the Agriculture and Markets Law. Each such dog shall be held for a period of five to nine days, in accordance with the provisions of Section 118 of the Agriculture and Markets Law. Upon presentation of a valid license, and upon payment of the impoundment fees established by the aforesaid section, an owner may redeem such dog. In the event a dog is not redeemed within the statutory time period, an owner forfeits title to said dog, which shall then be made available for adoption or euthanized in accordance with law. The seizure of any dog shall not relieve any person of prosecution for violation of this ordinance.

D. Commencement of proceedings: Any person found to have permitted any dog to be at large in the Municipality shall be issued an appearance ticket for violation of this ordinance, and shall be prosecuted in the manner herein provided.

E. Prosecution of Violations: Pursuant to the Penal Law of the State of New York, a violation of this ordinance shall be punishable by a fine of not more than twenty-five dollars, except that 1) where the person was found to have violated this ordinance or Article 7 of the Agriculture and Markets Law within the preceding five years, the fine may be not more than fifty dollars, and 2) where the person was found to have committed two or more such violations within the preceding five years, it shall be punishable by a fine of not more than one hundred dollars or imprisonment for not more than fifteen days, or both.

Section 6: SEVERABILITY

If any part of this ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

Section 7: EFFECTIVE DATE

This ordinance shall take effect 1/1/2027, or thirty days after the adoption thereof, whichever last occurs.

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EXHIBIT I

Contract ID: 26-0514

THIS AGREEMENT is made Monday, November 16, 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 "Vendor"). The County and the Vendor are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, the County provides snow and ice control for its offices and parking lots in Town of Hopewell and Canandaigua, New York ("County Snow and Ice Operations"); and

WHEREAS, local salt storage is important for County Snow and Ice Operations; and

WHEREAS, salt storage is available at the facility located at 2716 County Road 47, Canandaigua, NY 14424 ("Town Barns") ("Location"); and

WHEREAS, the County desires to store salt at the Location; and

WHEREAS, the Vendor desires to provide such storage.

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

1. **Location and Use.** The Vendor shall provide space at the Location and permit the County to use such space as is necessary for County Snow and Ice Operations and as more fully delineated below.

   a. *Storage and Use of Salt.* The Vendor shall provide sufficient space for storage and use of the County's salt. The County and Vendor will coordinate the ordering of salt for snow and ice control. The County has secured an allotment of salt through the New York State Office of General Services for delivery to the Location. Any deliveries of salt specified for County use may be mixed with salt owned by the Vendor. The Vendor shall provide a wheel loader for the purpose of loading salt and materials onto County trucks. The County shall maintain records on the amount of salt used and reconcile, as required, at the end of each snow season. If either party owes salt to the other, it shall order replacement salt or make an appropriate payment for the amount of the other party's salt it used at the price the other party paid for the salt. If, at the end of a snow season, the County has not used all of its salt, the Vendor shall store the County's excess salt for the County's subsequent use.

   b. *Use of Vendor Wheel Loader.* If a Vendor employee is not immediately available to load a County truck, County staff shall be permitted to use the Vendor wheel loader for the purpose of loading a County truck. The Vendor shall train County staff on the operation of the wheel loader. In the event the wheel loader is damaged while operated by County staff, the County shall be responsible for the damage.

   c. *Access.* The Vendor shall provide the County with immediate access to the stored salt twenty four hours a day, seven days a week, during the term of this Agreement sufficient for the County Snow and Ice Operations.

2. **Term.** The term of this Agreement shall be from Monday, November 16, 2026 through Wednesday, November 15, 2028. This agreement shall be renewable by approval of both parties.

3. **Consideration.** The County shall pay the Vendor a fee of $$2,000.00 annually, due in one payment, for the storage of County salt and use of the Vendor loader during the term of this Agreement. The fee shall be paid to the Vendor on or before December 31st. The County shall also pay for reasonable costs incurred by the Vendor in executing this Agreement such as reasonable attorney fees.

4. **Termination.** This Agreement may be terminated by the County at any time without cause upon sixty (60) days' written notice to the Vendor. In the event of termination, a prorated refund/payment of the fee shall be paid. Should the Vendor decide to terminate this Agreement, twelve months written notice is required.

5. **Insurance.** The Vendor agrees to provide the insurances as listed below in the "ONTARIO COUNTY INSURANCE REQUIREMENTS" and abide by all the requirements listed within the "ONTARIO COUNTY INSURANCE REQUIREMENTS."

6. **Mutual Defense and Indemnification.**

   a. *Vendor.* The Vendor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, it 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 Vendor or third parties under the direction or control of Vendor; and 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 acts or omissions referred to above and to bear all other costs and expenses related thereto. This duty to defend shall be triggered immediately upon notice to the Vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

   b. *County.* The County agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Vendor, it shall indemnify and hold harmless the Vendor, 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 County or third parties under the direction or control of the County; and 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 acts or omissions referred to above and to bear all other costs and expenses related thereto. This duty to defend shall be triggered immediately upon notice to the County by the Vendor of the Vendor's receipt of a Notice of Claim, service of process or other demand or claim.

6. **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:

Commissioner of Public Works

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Ontario County Department of Public Works

2962 County Road 48, Canandaigua, NY 14424

To the Vendor:

Town of Hopewell

2716 County Road 47, Canandaigua, NY 14424

8. **Miscellaneous Provisions.**

   a. *Entire Agreement.* This Agreement shall constitute the entire agreement of the parties and shall supersede any previous oral or written understandings. 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.

   b. *Modification.* This Agreement 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.

   c. *Choice of Law.* This Agreement shall be governed and construed under the laws of the State of New York without reference to choice of law rules and principles.

   d. *Gender and Number.* The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.

   e. *Descriptive Headings.* The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.

   f. *Assignment.* This Agreement may not be assigned by either party without the other's written consent.

   g. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their trustees, receivers, successors, and allowable assigns.

   h. *Separability.* 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 enforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible.

   i. *Enforceability.* This Agreement shall not be enforceable until approved by the Ontario County Board or Supervisors and signed by the Vendor and the Ontario County Administrator.

   j. *Electronic Signature.* 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.

ONTARIO COUNTY INSURANCE REQUIREMENTS

ONTARIO COUNTY INSURANCE REQUIREMENTS

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**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.

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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.

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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**

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Non-Professional Contract Services

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
Cyber Liability (where applicable)	$2,000,000
Sexual Abuse and Molestation (where applicable)	$25,000

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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

THE CLERK OF THE BOARD

DATE SIGNED

SIGNATURE

DATE SIGNED

FULL NAME

ON BEHALF OF THE COUNTY OF ONTARIO

Docusign Envelope ID: CB2F0DF8-82E5-8172-802E-F7A3B1A69E5

EXHIBIT J

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 a municipal corporation of the State of New York, having an office and place of business at 2716 County Rd. 47 Canandaigua, NY 14424 (hereinafter referred to as the "Town"). The County and Town are sometimes referenced to herein individually as a "party" and collectively as the "parties."

WHEREAS, the Town has identified the need for additional court security in the operation of its Town Court and, therefore desires
to said obtain services from the County; and

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

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and pursuant to General Municipal Law Section
119-o, the parties agree as follows:

ONE: County shall furnish to Town the services of a deputy(s) for no more than 20 hours per month with equipment, to function as court security for the TOWN OF HOPEWELL Court. The total contract hours should not exceed a total of N/A hours in the calendar year, unless otherwise agreed upon in writing by the Town Supervisor.

TWO: For the services rendered pursuant to Paragraph "ONE", the County shall be paid a fee of approximately$10,000.00 by the Town for the term of this contract. The hourly rate of pay shall be equal to the current highest possible step rate for any Road Patrol Deputy based on the current Collective Bargaining Agreement.

THREE: This Agreement shall commence on Friday, January 1, 2027, and shall expire on Friday, December 31, 2027, except as extended by the County in writing and if required, duly approved by the County's Board of Supervisors. Either party, upon thirty (30) days' notice to the other may terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event the County shall be compensated for and the Town shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

FOUR: Any deputy assigned to the Town for the services provided in this Agreement shall remain an employee of Ontario County, and shall not be an employee of the Town. The Town and the County acknowledge that the Deputy shall remain responsive to the chain of command of the Ontario County Sheriff, who shall retain all authority over and accountability for the personnel assigned under this Agreement, including but not limited to, hiring, training, assignment, discipline and dismissal. Assignment and activities of the Sheriff's personnel shall be subject to the deputies on duty at any given time being summoned for other details as may be deemed necessary by the Sheriff.

FIVE: The County shall maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the Town pursuant to the terms of this Agreement, which shall include, but not be limited to, the following: (1) Date (2) Names of Deputy rendering service (3) Nature of service rendered (4) Required time expended.

SIX: All original records compiled by the County in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, graphs, computer printouts, charts, and all similar recorded data, shall become and remain the property of the County. The County shall supply copies of such records to the Town upon request.

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SEVEN: The Town agrees that it shall procure and maintain during the term of this Agreement insurance pursuant to paragraph "FIFTEEN" which is attached hereto and made a part hereof and 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 Town 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 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 acts or omissions referred to in paragraph (a) and to bear all other costs and expenses
related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the
County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

(c)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.

EIGHT: 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:

Office of the Sheriff

74 Ontario Street Canandaigua NY, 14424

To the Town:

TOWN OF HOPEWELL

2716 County Rd. 47 Canandaigua, NY 14424

NINE: 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.

TEN: 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.

ELEVEN: This Agreement does not create a "special relationship." Specifically, this Agreement is not:

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a. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
b. knowledge on the part of the County's agents that inaction could lead to harm;
c. some form of direct contact between the County's agents and the injured party; and
d. evidence of a party's justifiable reliance on the County's affirmative undertaking.

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

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

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

FIFTEEN:

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

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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").

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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

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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**

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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**

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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

Bill Namestnik

FULL NAME

Supervisor

TITLE

THE CLERK OF THE BOARD

DATE SIGNED

SIGNATURE

DATE SIGNED

FULL NAME

ON BEHALF OF THE COUNTY OF ONTARIO

EXHIBIT K

Town of Hopewell

RESOLUTION #23-2026
Operation Green Light Supporting Veterans
November 4-11, 2026

WHEREAS, The Town of Hopewell appreciates the sacrifices our United States Military Personnel made while defending freedom and believes specific recognition should be accorded them in appreciation of their service; and

WHEREAS, There are approximately 88 veterans in the Town of Hopewell and 6,417 veterans in Ontario County, making the veteran population 5.6 percent of Ontario County residents; and

WHEREAS, Operation Green Light was launched in 2021 as a collaboration between the New York State Association of Counties (NYSAC), New York State Council of Educational Association (NYSCEA), and the NYS Veterans Service Officer's Association. Since then, the campaign has been adopted by the National Association of Counties (NACo) and has spread to hundreds of counties and local governments across the United States; and

WHEREAS, Participation in Operation Green Light is an opportunity to appreciate the veterans in Hopewell and Ontario County and acknowledge the challenges associated with their transition to civilian life; and now, therefore, be it

RESOLVED, The Hopewell Town Board recognizes Operation Green Light by illuminating the Hopewell Town Hall green, from November 4-11, 2026, to honor the service and sacrifice of our men and women in uniform; and further

RESOLVED, In observance of Operation Green Light, the Hopewell Town Board encourages its citizens to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in the window of their place of business or residence for Veterans Day; and further

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 October 21, 2026, by the following vote:

	Aye	Nay
William Namestnik	_X_	___
Adam Sanford	NECESSARILY ABSENT	
Jeffrey Trickey	NECESSARILY ABSENT	
Andrew Faust	_X_	___
Mark Curran	_X_	

Dated: October 21, 2026
SEAL

Denise Hood

Denise Hood, Town Clerk

EXHIBIT L

Town of Hopewell

RESOLUTION #26-2026
CLARIFYING AND SUPPLEMENTING RESOLUTION NO. 2104
REGARDING DEPUTY CLERKS

WHEREAS, pursuant to Town Law §30(10)(a), the Town Clerk may appoint up to two additional Deputy Town Clerks beyond the First Deputy Town clerk, with duties and responsibilities of such additional deputies established by the Town Board or, upon delegation by the Town Clerk; and

WHEREAS, by Resolution No. 2104, the Town Board acknowledged the appointment of a second Deputy Town Clerk and delegated to the Town Clerk the authority to establish their duties and responsibilities; and

WHEREAS, the Town Board desires to clarify the authority of the additional Deputy Town Clerk position for purposes of New York State Civil Service classification;

NOW, THEREFORE, BE IT RESOLVED that the Hopewell Town Board hereby confirms the authorization of one additional Deputy Town Clerk position, designed as the Second Deputy Town Clerk, to perform the duties and responsibilities of the Town Clerk and to act for and in place of the Town Clerk, to the extent permitted by law; and

BE IT FINALLY RESOLVED that this Resolution clarifies and supplements Resolution No. 2104 and shall remain in effect until superseded or otherwise modified by subsequent action of the Town Board.

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 October 21, 2026, by the following vote:

	Aye	Nay
William Namestnik	_X_	___
Adam Sanford	NECESSARILY ABSENT	
Jeffrey Trickey	NECESSARILY ABSENT	
Andrew Faust	_X_	___
Mark Curran	_X_	___

Dated: October 21, 2026

Denise Hood, Town Clerk

SEAL

EXHIBIT M

Town of Hopewell

RESOLUTION #27-2026
ADOPTION OF CIVIL SERVICE TITLE- ASSISTANT WATER SUPERINTENDENT

WHEREAS, the Town of Hopewell motioned the appointment of Ed Snyder to the position of Deputy Water Superintendent at the July 17th, 2024 town board meeting; and

WHEREAS, after submission of the town's request to create said position and after required documentation was provided to the Ontario County Department of Human Resources, evaluation of the duties performed and qualifications for the position was completed and the title of Assistant Water Superintendent was determined to be the appropriate title for this position;

NOW, THEREFORE, BE IT RESOLVED that the Hopewell Town Board hereby confirms the adoption of the correct civil service title of Assistant Water Superintendent to replace the previous title of Deputy Water Superintendent.

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 October 21, 2026, by the following vote:

	Aye	Nay
William Namestnik	_X_	___
Adam Sanford	NECESSARILY ABSENT	
Jeffrey Trickey	NECESSARILY ABSENT	
Andrew Faust	_X_	___
Mark Curran	_X_	___

Dated: October 21, 2026

Denise L Hood
Denise Hood, Town Clerk

SEAL