

Minutes of the regular monthly meeting of the Jerusalem Town Board held on August 21, 2024 at the Branchport Fire Hall, 3686 Route 54A at 7:00 P.M. PRESENT were: Supervisor Sisson, Councilors Bird, Jones, Lent, Purdy, Deputy Town Clerk Gillett, Highway Superintendent Hurd.

GUESTS: Jill Lerch, Ken Lerch, Jon Nelson, Bill Bohnert, Jean Geertz, Dave Mortensen, Karen Jensen, Myron Jensen, Mike Ventone, Gary Banas, Tracy Green, Penny Hayes, Stephen Green, Douglas Nichols, Gerald Pease, Chuck Lamacchia, Judy Dunning, William Dunning, Kala Halbert, Laurie Hopkins-Halbert, Dorothy Williams, Greg Lechner, Joe Miran and other unidentified persons.

Supervisor Sisson called the meeting to order with the Pledge to the Flag at 7:00 P.M.

RESOLUTION #118-24
CHANGES TO THE AGENDA

On a motion of Councilor Purdy, seconded by Councilor Bird, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

Resolved the following change be made to the agenda:
Accept Easements - Delete "Keuka Management Group, LLC"

RESOLUTION #119-24
APPROVAL OF MINUTES - JULY 17, 2024

On a motion of Councilor Purdy, seconded by Councilor Lent, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

Resolved that the minutes of the July 17, 2024 be approved as read.

RESOLUTION #120-24
APPROVAL OF MINUTES - SPECIAL MEETING AUGUST 7, 2024

On a motion of Councilor Purdy, seconded by Councilor Lent, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

Whereas Resolution #117-24, item 5. states the resolution is effective immediately; and

Whereas the effective date of this resolution is August 19, 2024; now, therefore, be it

Resolved that the minutes of the August 7, 2024 Special Meeting be approved as amended.

RESOLUTION #121-24

AUDIT OF CLAIMS

On a motion of Councilor Jones, seconded by Councilor Bird, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Resolved that the bills be paid as presented in the following amounts:

General:	\$ 27,650.40
Outside Village	\$ 2,747.89
Highway DB:	\$371,353.88
Sewer:	\$ 66,276.91
Water:	\$ 20,256.86
Escrow:	\$111,615.40
Trust:	\$ 273.82

July Utilities:

General:	\$ 692.08
Outside Village:	\$ 76.90
Highway DB	\$49,905.33
Sewer:	\$ 101.85
Water:	\$ 949.25
Trust:	\$26,143.53

RESOLUTION #122-24

SUPERVISOR REPORT

On a motion of Councilor Bird, seconded by Councilor Jones, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Resolved that the Supervisor's Report on the Town's finances for the month of July 2024 be accepted as presented.

TOWN OFFICIALS

HIGHWAY SUPERINTENDENT

- Superintendent Hurd reported storm cleanup is complete.

COUNCIL

- Councilor Purdy reported MRB representative Matt Horn will be at the September 18th meeting to discuss grant writing and prioritizing of projects.

- Councilor Bird reports the Assessor's office is still busy from the reevaluation. The Code office is also very busy, note changes in Branchport
- Councilor Jones reported samples taken by Keuka Lake Watershed Improvement Cooperative (KWIC) at Sugar Creek and Cold Brook (Hammondsport) tested positive for Fecal Coliform and Ecoli. Results are below DEC limits and will be retested. KWIC is allowed to inspect all septic systems within 200 feet of creeks and tributaries.

SUPERVISOR

- 2025 Budget process has begun.
- Lift station was overwhelmed with water during the August 9th storm. Factors include sump pumps and gutters tied into the sewer system that are not supposed to be. This may require inspections of illegal connections in the future. The Village of Penn Yan is already doing so.

RESOLUTION #123-24

AUTHORIZING ADOPTION OF PROPOSED LOCAL LAW NO. B-2024 TO AMEND CHAPTER 147 (VESSELS, MOORING OF)"

On a motion of Councilor Purdy, seconded by Councilor Bird, the following was

DEFEATED BY ROLL CALL VOTE:

Sisson	Nay
Lent	Nay
Jones	Nay
Purdy	Nay
Bird	Nay

WHEREAS, a resolution was duly adopted by the Town Board of the Town of Jerusalem for a public hearing to be held by said Town Board on July 17, 2024, at 7:00 p.m. at the Jerusalem Town Hall, 3816 Italy Hill Road, Branchport, New York, to hear all interested parties on a proposed Local Law entitled, "A Local Law to Amend Chapter 147 (Vessels, Mooring of)"; and

WHEREAS, notice of said public hearing was duly advertised in the official newspaper of the Town of Jerusalem, on June 27 and July 11, 2024 and other notices required to give by law were properly served, posted or given; and

WHEREAS, said public hearing was duly held on July 17, 2024, at 7:05 p.m. at the Jerusalem Town Hall, 3816 Italy Hill Road, Branchport, New York, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said Proposed Local Law, or any part thereof; and

WHEREAS, the Town Board of the Town of Jerusalem, after due deliberation, finds it in the best interest of the Town of Jerusalem to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Jerusalem hereby adopts said proposed Local Law No. B of 2024, entitled "A Local Law to Amend Chapter 147 (Vessels, Mooring of)", a copy of which is attached hereto and made a part of this resolution, and be it further

RESOLVED, that the Town Clerk be and she hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Jerusalem, and to give due notice of the adoption of said local law to the Secretary of State of New York.

RESOLUTION #124-24

ACCEPT EASEMENTS - WATER PROJECT PHASE 2

On a motion of Councilor Bird, seconded by Councilor Purdy, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

WHEREAS, the Town of Jerusalem, by its officers or representatives, has engaged in discussions with Robert Brown and with Keuka College regarding the Town's obtaining water and utility easements from them over portions of their respective premises located in the Town of Jerusalem; and

WHEREAS, Town of Jerusalem officials have recommended to the Town Board that Robert Brown and Keuka College each grant to the Town a water and utility easement over their respective lands; and

WHEREAS, said easements have been offered by Robert Brown and Keuka College to the Town of Jerusalem; and

WHEREAS, the Town Board of the Town of Jerusalem is desirous of accepting said offered easements on behalf of said Town; and

WHEREAS, the Town Board of the Town of Jerusalem has examined said instruments and finds the consideration described above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Jerusalem does hereby accept the Easement attached hereto as Exhibit 1 from Robert Brown and the Easement attached hereto as Exhibit 2 from Keuka College in accordance with the terms and conditions

contained in said instruments and approves the recording of both in the Office of the Clerk of the County of Yates, the fee for said recording to be borne by the Town, and be it further

RESOLVED, that the Town Supervisor was authorized to take any and all actions necessary to carry forth the intent of this resolution, including but not limited to the execution of all documents necessary to complete the conveyance of the premises referenced herein.

RESOLUTION #125-24

ACCEPT EASEMENT - WATER PROJECT PHASE 3

On a motion of Councilor Bird, seconded by Councilor Purdy, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

WHEREAS, the Town of Jerusalem, by its officers or representatives, has engaged in discussions with Jamie L. Sisson and Virginia S. Turner regarding the Town obtaining water and utility easements from them over portions of their respective premises located in the Town of Jerusalem; and

WHEREAS, Town of Jerusalem officials have recommended to the Town Board that Jamie L. Sisson and Virginia S. Turner grant to the Town a water and utility easement over their respective land; and

WHEREAS, said easement has been offered by Jamie L. Sisson and Virginia S. Turner to the Town of Jerusalem; and

WHEREAS, the Town Board of the Town of Jerusalem is desirous of accepting said offered easement on behalf of said Town; and

WHEREAS, the Town Board of the Town of Jerusalem has examined said instruments and finds the consideration described above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Jerusalem does hereby accept the Easement attached hereto as Exhibit 3 from Jamie L. Sisson and Virginia S. Turner in accordance with the terms and conditions contained in said instrument and approves the recording the Office of the Clerk of the County of Yates, the fee for said recording to be borne by the Town, and be it further

RESOLVED, that the Town Deputy Supervisor was authorized to take any and all actions necessary to carry forth the intent of this resolution, including but not limited to the execution of all

documents necessary to complete the conveyance of the premises referenced herein.

RESOLUTION #126-24

ACCEPT EASEMENTS - EAST BLUFF ROAD RECONSTRUCTION,

On a motion of Councilor Bird, seconded by Councilor Purdy, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

WHEREAS, the Town of Jerusalem, by its officers or representatives, has engaged in discussions with the respective trustees of the Pfeffer Family Trust and with the John Pfeffer Trust regarding the Town's obtaining drainage and utility easements from them over portions of their respective premises located in the Town of Jerusalem; and

WHEREAS, Town of Jerusalem officials have recommended to the Town Board that the Pfeffer Family Trust and the John Pfeffer Trust each grant to the Town a drainage and utility easement over their respective lands; and

WHEREAS, said easements have been offered by the Pfeffer Family Trust and the John Pfeffer Trust to the Town of Jerusalem; and

WHEREAS, the Town Board of the Town of Jerusalem is desirous of accepting said offered easements on behalf of said Town; and

WHEREAS, the Town Board of the Town of Jerusalem has examined said instruments and finds the consideration described above to be fair and reasonable; and

WHEREAS, the Town Supervisor has previously signed both easements on August 7, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Jerusalem does hereby retroactively to August 7, 2023 accept the Easement attached hereto as Exhibit 4 from the Pfeffer Family Trust and the Easement attached hereto as Exhibit 5 from the John Pfeffer Trust in accordance with the terms and conditions contained in said instruments and approves the recording of both in the Office of the Clerk of the County of Yates, the fee for said recording to be borne by the Town, and be it further

RESOLVED, that the Town Board retroactively to August 7, 2023 has authorized the Town Supervisor to take any and all actions necessary to carry forth the intent of this resolution, including but not

limited to the execution of all documents necessary to complete the conveyance of the premises referenced herein.

RESOLUTION #127-24

VILLAGE OF PENN YAN INTERMUNICIPAL SEWER AGREEMENT EXTENSION

On a motion of Councilor Bird, seconded by Councilor Jones, the following was

ADOPTED	Ayes	4	Bird, Jones, Lent, Purdy
	Nays	0	
	Abstain	1	Purdy

Whereas the Supervisor updated the Board on discussions with the Village of Penn Yan to amend/renew our Intermunicipal Sewer Agreement to aid in obtaining financing that will decrease the anticipated 19% Wastewater Treatment Plant budget increase; and

Whereas the Town of Jerusalem's contract expires in 2035/11 years and the Town of Milo's expires in 2042/18 years; and

Whereas the attached Debt Service Analysis provided by the Village was updated to June 2024 figures showing the financial impact if the current contracts with Milo and Jerusalem are not extended; now, therefore, be it

Resolved the Supervisor be authorized to pursue discussions to extend said contract with the Village of Penn Yan.

RESOLUTION 128-24

SOLE SOURCE DETERMINATION SEWER #2 GRINDER PUMPS

On a motion of Councilor Lent, seconded by Councilor Jones, the following was

ADOPTED	Ayes	5	Bird, Jones, Lent, Purdy, Sisson
	Nays	0	

Whereas the Town of Jerusalem Procurement Policy and New York State Finance Law section 163 Purchasing services and commodities allow Sole Source procurement when properly justified; and

Whereas the Town of Jerusalem has previously standardized sole source procurement of sewage grinder pumps for the Keuka Park Sewer District Extension #2 (KPSD2); and

Whereas KPSD2 has over 280 E-One Grinder pumps and appurtenances installed, replacement pumps and parts in stock, as well as a maintenance system and equipment exclusively for E-One grinder pumps; now, therefore, be it

Jerusalem Town Board
August 21, 2024

Resolved that E-One grinder pumps be the sole source for sewage grinder pumps and appurtenances for KPSD2.

RESOLUTION #129-24
DECLARE KPSW SURPLUS EQUIPMENT

On a motion of Councilor Bird, seconded by Councilor Lent, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Resolved that the following items be declared as surplus equipment, and the Water and Sewer Maintenance Supervisor be authorized to advertise the sale of said items:

- 2011 Atlas trailer
- 2021 Ford F150
- 2 Wisconsin motors

RESOLUTION #130-24
AUTHORIZE KPSW TRAINING - FINGER LAKES WATER WORKS

On a motion of Councilor Purdy, seconded by Councilor Jones, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Whereas, the Finger Lakes Water Works Conference is September 5, 2024 at King's Catering, 4031 Rtes. 5&20, Canandaigua; and

Whereas, accreditation of operator contact hours will be given for attendance as required by the NYS Department of Health for recertification; and

Whereas, instruction and training expenses were approved in the 2024 budget; now, therefore, be it

Resolved to authorize attendance of (2) persons from the Water/ Sewer Department to attend the Finger Lakes Water Works Conference at a cost of \$10.00 funded by account 8340.4.

RESOLUTION #131-24
APPOINT WATER/SEWER MAINTENANCE HELPER

On a motion of Councilor Bird, seconded by Councilor Jones, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Whereas Resolution #94-24 authorized advertising for a full-time Water & Sewer Maintenance Helper; and

Whereas the one eligible candidate was interviewed; now, therefore, be it

Resolved that Spencer Enos be appointed to the W&S Maintenance Helper position on August 26, 2024 contingent upon passing the necessary physical exam for town employment. The starting pay rate per hour is \$20.00.

RESOLUTION #132-24

AUTHORIZE SUPERVISOR TO EXECUTE BPD, INC. LETTER OF SERVICES FOR 2025 AND 2026 BUDGET PREPARATION

On a motion of Councilor Purdy, seconded by Councilor Jones, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

BE IT RESOLVED BY THIS TOWN BOARD AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Town of Jerusalem.
- (2) Said firm shall be compensated for its services to be rendered in connection with the preparation of the Town's Budget for 2025 and 2026 in accordance with its letter of services dated July 31, 2024.
- (3) The Town Supervisor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

RESOLUTION #133-24

2024 WATER FUND BUDGET AMENDMENT

On a motion of Councilor Bird, seconded by Councilor Purdy, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Whereas, the Keuka Park Water Department desired to purchase additional water meters, a flow meter for tank #2, and to complete the Orange Street service lines project, and

Whereas, funds are available within the Water Routine Repair Reserve to cover such expenses, now be it

Resolved that the 2024 Water Fund Budget be amended to reflect these expenses by the following

Increase expense 8340.4 (Transmission)	\$ 80,856.00
Increase Use of Fund Balance	\$ 80,856.00

RESOLUTION #134-24

LETTER OF SUPPORT FOR THE YATES COMMUNITY CENTER CAPITAL PROJECT

On a motion of Councilor Purdy, seconded by Councilor Jones, the

following was

ADOPTED Ayes 4 Jones, Lent, Purdy, Sisson
 Nays 0
 Abstain 1 Bird

Resolved the Supervisor be authorized to send a letter of support to Senator Kristen Gillibrand for the Yates Community Center Capital Project for a 35,000 sq. ft. indoor multi-use facility that is under consideration for the FY25 Senate Appropriation requests.

RESOLUTION #135-24

AUTHORIZE ASSESSOR TRAINING - NYSAA FALL CONFERENCE

On a motion of Councilor Lent, seconded by Councilor Purdy, the following was

ADOPTED Ayes 5 Bird, Jones, Lent, Purdy, Sisson
 Nays 0

Resolved the Assessor be authorized to attend the NYSAA Fall Conference training at the Woodcliff Hotel, Fairport, NY on September 24-26, 2024 at a cost of \$260, with the expense funded by 1355.4.

COUNTY REPORT

Legislator Bronson presented the County report.

PUBLIC COMMENT

Comments on the proposed mooring law amendment were received from Karen Jensen who thanked the Board for work done related to the Crescent Beach issues. She asked who to call when issues happen. The Board reiterated to call the Sheriff, write down registration numbers and sign statements.

Laurie Hopkins-Halbert also thanked the Board for taking all comments and concerns into consideration.

With there being no further business, the meeting was adjourned at 7:38 PM.

Emily Gillett, Deputy Town Clerk

Local Law No. ____ of the year 2024

A Local Law to Amend Chapter 147 (Vessels, Mooring of)

Be it enacted by the Town Board

Town of Jerusalem as follows:

Section 1. Chapter 147 (Vessels, Mooring of) of the Code of the Town of Jerusalem is hereby amended as follows:

A. The title of Chapter 147 – “Vessels, Mooring of” – is hereby repealed and a new title is hereby inserted in its place to read “Vessels, Anchoring of”.

B. Section 147-2 is hereby repealed and a new §147-2 is hereby inserted in its place to read as follows:

“This chapter shall be known as the "Vessel Anchoring Law of the Town of Jerusalem.”

C. Section 147-5 (Definitions) is hereby amended as follows:

i. The existing definition of “Anchor or Anchoring” is hereby designated to be paragraph A and a new paragraph B is hereby adopted to read as follows:

B. The attachment of, or to attach, a vessel to another vessel or to a float, whether such other vessel or float is moored or anchored or free from any mooring or anchoring, by means of equipment so designed that, when such attachment is terminated, the equipment in its entirety is removed from the other vessel or float and taken under control of the vessel.

ii. The definition of “Moor or Mooring” is hereby repealed.

D. Section 147-6 (Mooring restricted) is hereby repealed and a new §147-6 is hereby inserted in its place to read as follows:

§147-6 Anchoring restricted

No person shall anchor any vessel within 1,500 feet of the shore of Crescent Beach, as currently named, unless:

A. Such vessel is compelled to anchor owing to temporary disability and then only during the period of its temporary disability; or

- B. Such vessel is compelled to anchor temporarily owing to an emergency arising out of the perils of the sea and then only during the period of the emergency.

Section 2. If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

Section 3. This local law shall take effect upon both the filing with the Secretary of State.

WWTP - Headworks & Forcemain Project Debt Service Analysis
 Analysis based on 2023-24 WWTP Budget in February 2024
 Contracts Expire: Jerusalem 2035/11yrs, Milo 2042/18yrs

	Headworks & Forcemain	Headworks	Forcemain
Bond Resolution	6,185,000.00	4,005,000.00	2,180,000.00
CDBG Award	1,250,000.00	1,250,000.00	-
Net to Finance	\$ 4,935,000.00	\$ 2,755,000.00	\$ 2,180,000.00
EFC 0% Interest			
11 Years	Annual Payment	Annual Payment	Annual Payment
18 Years	\$ 448,636.00	\$ 250,454.00	\$ 198,181.00
30 Years	\$ 274,167.00	\$ 153,056.00	\$ 121,111.00
	\$ 164,500.00	\$ 91,833.00	\$ 72,666.00
Net WWTP Budget % Increase - Impact from Debt Service Annual Payment			
11 Years	20%	11%	9%
18 Years	12%	7%	5%
30 Years	7%	4%	3%
65.06% Village of Penn Yan Portion of Annual Debt Payment			
11 Years	\$ 291,882.58	\$ 162,945.37	\$ 128,936.56
18 Years	\$ 178,373.05	\$ 99,578.23	\$ 78,794.82
30 Years	\$ 107,023.70	\$ 59,746.55	\$ 47,276.50
25% Town of Jerusalem Portion of Annual Debt Payment			
11 Years	\$ 112,159.00	\$ 62,613.50	\$ 49,545.25
18 Years	\$ 68,541.75	\$ 38,264.00	\$ 30,277.75
30 Years	\$ 41,125.00	\$ 22,958.25	\$ 18,166.50
9.94% Town of Milo Portion of Annual Debt Payment			
11 Years	\$ 44,594.42	\$ 24,895.13	\$ 19,699.19
18 Years	\$ 27,252.20	\$ 15,213.77	\$ 12,038.43
30 Years	\$ 16,351.30	\$ 9,128.20	\$ 7,223.00

WWTP - Headworks & Forcemain Project Debt Service Analysis
 Analysis based on 2024-25 WWTP Budget in June 2024
 Contracts Expire: Jerusalem 2035/11yrs, Milo 2042/18yrs

	Headworks & Forcemain	Headworks	Forcemain
Bond Resolution	6,185,000.00	4,005,000.00	2,180,000.00
CDBG Award	1,250,000.00	1,250,000.00	-
Net to Finance	\$ 4,935,000.00	\$ 2,755,000.00	\$ 2,180,000.00
EFC 0% Interest			
11 Years	Annual Payment	Annual Payment	Annual Payment
18 Years	\$ 448,636.00	\$ 250,454.00	\$ 198,181.00
30 Years	\$ 274,167.00	\$ 153,056.00	\$ 121,111.00
	\$ 164,500.00	\$ 91,833.00	\$ 72,666.00
Net WWTP Budget % Increase - Impact from Debt Service Annual Payment			
11 Years	19%	11%	8%
18 Years	12%	6%	5%
30 Years	7%	4%	3%
65.06% Village of Penn Yan Portion of Annual Debt Payment			
11 Years	\$ 291,882.58	\$ 162,945.37	\$ 128,936.56
18 Years	\$ 178,373.05	\$ 99,578.23	\$ 78,794.82
30 Years	\$ 107,023.70	\$ 59,746.55	\$ 47,276.50
25% Town of Jerusalem Portion of Annual Debt Payment			
11 Years	\$ 112,159.00	\$ 62,613.50	\$ 49,545.25
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9.94% Town of Milo Portion of Annual Debt Payment			
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30 Years	\$ 16,351.30	\$ 9,128.20	\$ 7,223.00

WWTP - Headworks & Forcemain Project Debt Service Analysis
 Analysis based on 2023-24 WWTP Budget in February 2024
 Contracts Expire: Jerusalem 2035/11yrs, Milo 2042/18yrs

	Headworks & Forcemain	Headworks	Forcemain
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Village of Penn Yan Customers
 Impact from Increase in Debt Service for Projects

11 Years	\$ 8.38	\$ 4.68	\$ 3.70
18 Years	\$ 5.12	\$ 2.86	\$ 2.26
30 Years	\$ 3.07	\$ 1.71	\$ 1.36
	\$ Increase per EDU Annually	\$ Increase per EDU Annually	\$ Increase per EDU Annually
11 Years	\$ 100.56	\$ 56.16	\$ 44.40
18 Years	\$ 61.44	\$ 34.32	\$ 27.12
30 Years	\$ 36.84	\$ 20.52	\$ 16.32
	Average Bill % Increase	Average Bill % Increase	Average Bill % Increase
11 Years	16.2%	9.0%	7.2%
18 Years	9.9%	5.5%	4.4%
30 Years	5.9%	3.3%	2.6%

WWTP - Headworks & Forcemain Project Debt Service Analysis
 Analysis based on 2024-25 WWTP Budget in June 2024
 Contracts Expire: Jerusalem 2035/11yrs, Milo 2042/18yrs

	Headworks & Forcemain	Headworks	Forcemain
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Village of Penn Yan Customers
 Impact from Increase in Debt Service for Projects

11 Years	\$ 7.96	\$ 4.44	\$ 3.52
18 Years	\$ 4.86	\$ 2.72	\$ 2.15
30 Years	\$ 2.92	\$ 1.63	\$ 1.29
	\$ Increase per EDU Annually	\$ Increase per EDU Annually	\$ Increase per EDU Annually
11 Years	\$ 95.52	\$ 53.28	\$ 42.24
18 Years	\$ 58.32	\$ 32.64	\$ 25.80
30 Years	\$ 35.04	\$ 19.56	\$ 15.48
	Average Bill % Increase	Average Bill % Increase	Average Bill % Increase
11 Years	14.9%	8.3%	6.6%
18 Years	9.1%	5.1%	4.0%
30 Years	5.5%	3.1%	2.4%

6
7/21/8

WATER AND UTILITY EASEMENT

ZCS

THIS EASEMENT is made this 31st day of March, 2023, by and between **Robert Brown and Marianne Jahnke**, having an address of 3972 Oak Street, Keuka Park, New York, hereinafter referred to as the "Grantor"; and the **Town of Jerusalem**, a municipal corporation, having its main office at 3816 Italy Hill Road, Branchport, New York 14418, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as 3972 Oak Street located in the Town of Jerusalem, Yates County, New York, bearing tax account parcel numbers 72.68-1-17, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Jerusalem purposes to obtain a water and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto ~~and shown in the map prepared by Larson Design Group dated November 18, 2022, attached hereto,~~ hereinafter referred to as the "Easement Area".

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

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

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

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

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

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it

reasonably determines are interfering with the operation, use or maintenance of any waterline, water system, utility or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

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

The parties have executed this easement on the day and year first above written.

[Signature]
Robert Brown

Town of Jerusalem

By: [Signature]
Jamie Sisson, Supervisor

RC → Deceased death certificate
Marianne Jahnke dated 8/9/2020
attached

STATE OF NEW YORK]
COUNTY OF YATES] ss:

On the 31st day of March, 2023, before me, personally appeared **Robert Brown and Marianne Jahnke**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023

STATE OF NEW YORK]
COUNTY OF YATES] ss:

On the 3rd day of April, 2023, before me, personally appeared **Jamie Sisson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

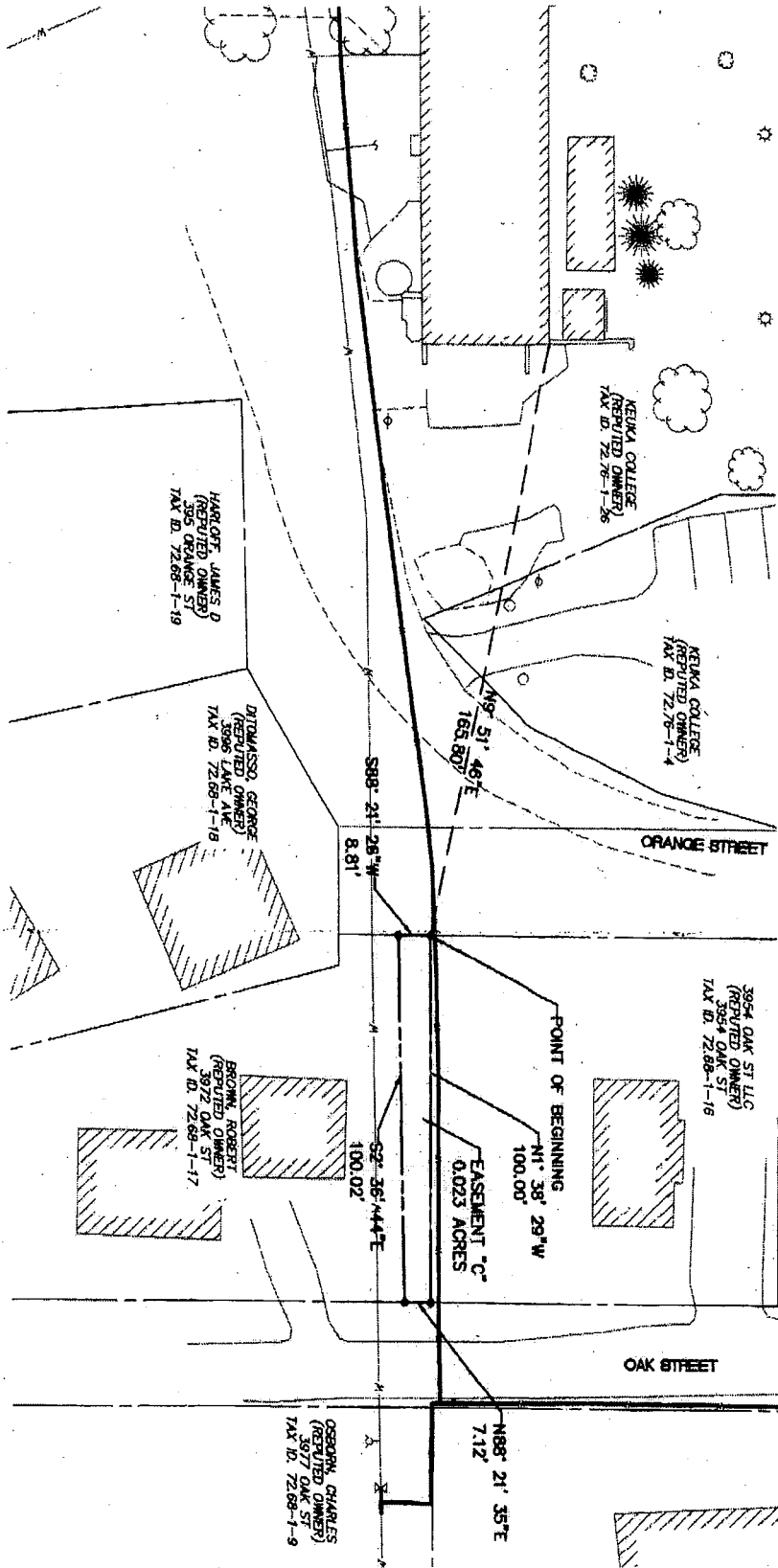
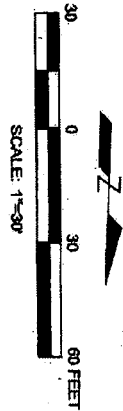
Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023

Schedule A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Jerusalem, County of Yates, and State of New York, bounded and described as follows:

Beginning at the southwest corner of the lands of Robert Brown, said corner being N 09°51'46" E a distance of 165.80 feet from the northwest corner of the building on the lands of Keuka College (Tax Map No. 72.76-1-26) ; thence along lands of Robert Brown and Marianne Jahnke (Tax Map No. 72.68-1-17) N 01°38'29" W a distance of 100.0 feet to a point on the southerly right of way of Oak Street; thence along said southerly right of way N 88°21'35" E a distance of 7.12 feet to a point; thence across the lands of Robert Brown and Marianne Jahnke (Tax Map No. 72.68-1-17) S 02°36'44" E a distance of 100.02 feet to a point; thence S 88°21'26" W a distance of 8.81 feet to the place of beginning. Being 0.023 acres, more or less.

- NOTES:
1. EXISTING FEATURES WERE TAKEN FROM A FIELD SURVEY ON 5-4-2021.
 2. PROPERTY LINES WERE TAKEN FROM YATES COUNTY TAX MAPS. THIS DOES NOT REPRESENT SURVEY OF PROPERTIES SHOWN.



KEUKA PARK 2021 WATER SYSTEM IMPROVEMENTS		DATE: 18-NOV-2022	
TOWN OF JERUSALEM, YATES COUNTY, NEW YORK		PROJECT NO.: 7798-013	
PERMANENT WATER MAIN EASEMENT 'C'		SHEET NO.: 17798	
0	17-NOV-2022	WATER MAIN EASEMENT	COMMENTS
MARK	DATE		



5
NO
X 4/4

WATER AND UTILITY EASEMENT

✓ THIS EASEMENT is made this 25 day of April, 2023, by and between **Keuka College**, having an address of 141 Central Avenue, Keuka Park, New York, hereinafter referred to as the "Grantor"; and the **Town of Jerusalem**, a municipal corporation, having its main office at 3816 Italy Hill Road, Branchport, New York 14418, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as 14 North Avenue and 17 Orange Street and a third parcel located on Orange Street, all located in the Town of Jerusalem, Yates County, New York, bearing tax account parcel numbers 72.76-1-23, 72.76-1-26 and 72.76-1-4, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Jerusalem purposes to obtain a water and utility easement over portions of the Premises as more fully described on Schedule A attached hereto ~~and shown in the map prepared by Larson Design Group dated November 18, 2022, attached hereto, hereinafter referred to as the "Easement Area".~~ *10*

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

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

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

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

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

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it

reasonably determines are interfering with the operation, use or maintenance of any waterline, water system, utility or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

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

The parties have executed this easement on the day and year first above written.

Keuka College

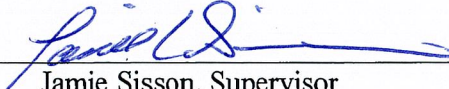
Town of Jerusalem

By:



Robert Baumet, Vice President
Finance & Administration

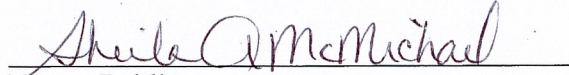
By:



Jamie Sisson, Supervisor

STATE OF NEW YORK] ✓
COUNTY OF YATES] ss: ✓

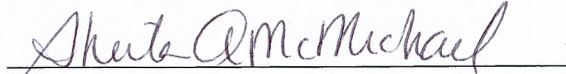
On the 25th day of April, 2023, before me, personally appeared **Robert Baumet**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument. ✓


Notary Public

Sheila A. McMichael ✓
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023 ✓

STATE OF NEW YORK] ✓
COUNTY OF YATES] ss: ✓

On the 25th day of April, 2023, before me, personally appeared **Jamie Sisson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument. ✓


Notary Public

Sheila A. McMichael ✓
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023 ✓

Schedule A

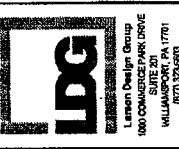
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Jerusalem, County of Yates, and State of New York, bounded and described as follows:

Beginning at a point on the northerly right of way of North Avenue being the southwest corner of easement A, said point being S 11°49'15" E a distance of 203.64 feet from the southwest corner of the building on the lands of Keuka College (Tax Map No. 72.76-1-26) as shown on the attached survey.

Thence through the lands of Keuka College the following courses and distances:

N 06°19'16" W a distance of 159.93 feet to a point; thence
N 68°53'31" E a distance of 15.32 feet to a point; thence
N 14°27'05" E a distance of 37.78 feet to a point; thence
N 07°37'40" W a distance of 230.40 feet to a point; thence
N 07°37'40" W a distance of 29.73 feet to a point; thence
N 88°21'32" E a distance of 20.04 feet to a point; thence
S 07°38'35" E a distance of 29.69 feet to a point; thence
S 07°38'35" E a distance of 232.24 feet to a point; thence
S 14°27'05" W a distance of 51.98 feet to a point; thence
S 68°53'31" W a distance of 10.20 feet to a point; thence
S 06°19'16" E a distance of 146.20 feet to a point; thence
S 88°29'18" W a distance of 20.7 feet to the place of beginning

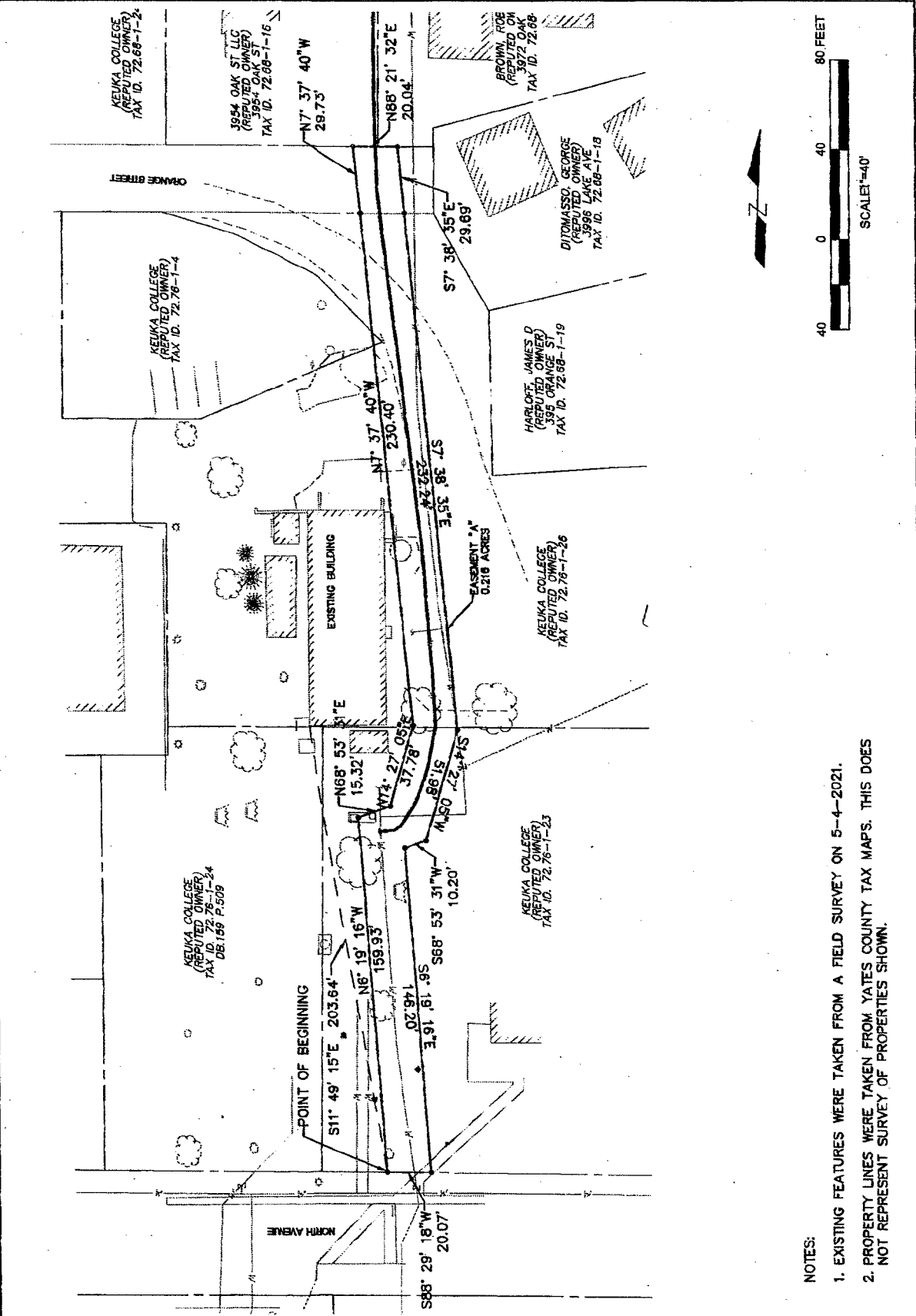
Being 0.216 acres of land, more or less.



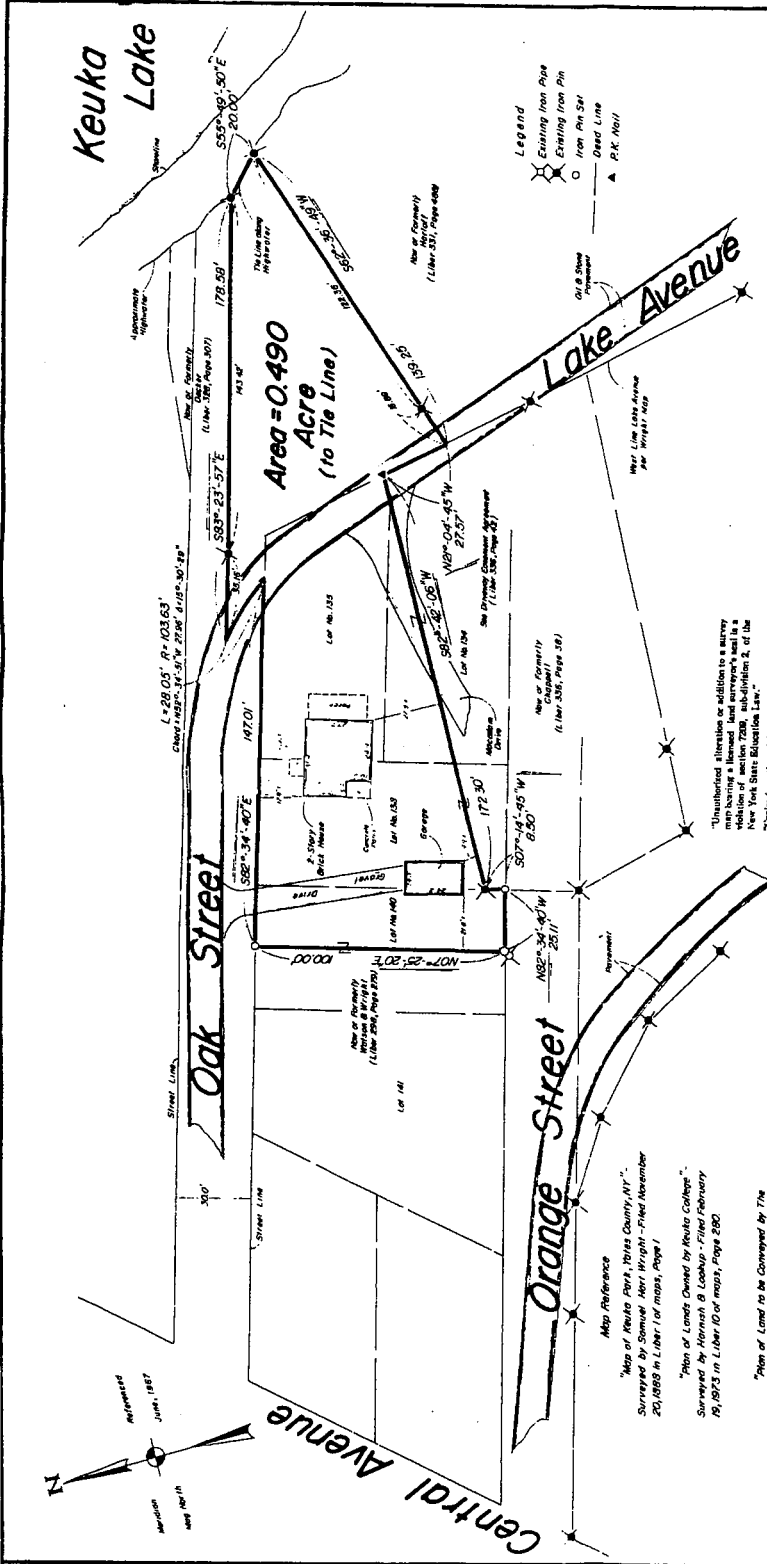
MARK	DATE	COMMENTS
0	17-NOV-2022	WATER MAIN EASEMENT

KEUKA PARK 2021 WATER SYSTEM IMPROVEMENTS
 TOWN OF JERUSALEM, YATES COUNTY, NEW YORK
 PERMANENT WATER MAIN EASEMENT 'A'

Date: 16-NOV-2022
 Project No.: 7798-013
 Sheet No.:



- NOTES:
- EXISTING FEATURES WERE TAKEN FROM A FIELD SURVEY ON 5-4-2021.
 - PROPERTY LINES WERE TAKEN FROM YATES COUNTY TAX MAPS. THIS DOES NOT REPRESENT SURVEY OF PROPERTIES SHOWN.



**Plan of Land
to be Conveyed by
Ronald D. & Betty F. Erickson**



Certificate
This is to certify that I am a Licensed Land Surveyor and that this plan was completed March 2, 1988 from notes from an instrument survey on February 11, 1988.
Signed: *Richard L. Willson*
Richard L. Willson
License No. 45409

Deed Reference
Keuka College to Ronald D. & Betty F. Erickson by deed recorded July 23, 1978 in Liber 260 of deeds, Page 98.
Keuka College to Ronald D. & Betty F. Erickson by deed recorded July 31, 1982 in Liber 310 of deeds, Page 50.

"This survey conforms with the minimum standards of 'Code of Practice for Land Surveys' as adopted by the New York State Association of Professional Land Surveyors."

By Map Approval No. 3 6789-1-69, 72 & 73 12

"This plat is a true and correct illustration or addition to a survey map bearing a reference to a subdivision of section 7298, subdivision 1, of the New York State Real Property Law." "Copies from the original of this survey map not labeled as such or as the land surveyor's label and as this plat will not be considered to be a valid first class."

- Map Reference**
- "Map of Keuka Park, Yates County, NY" - Surveyed by Samuel Henri Wright - Filed November 20, 1888 in Liber 1 of maps, Page 1
 - "Plan of Lands Owned by Keuka College" - Surveyed by Harman B. Coakley - Filed February 18, 1973 in Liber 10 of maps, Page 280
 - "Plan of Land to be Conveyed by The Morris W. Burke Estate" - Surveyed by George B. Hunt - Filed March 2, 1979 in Liber 104 of maps, Page 325
 - "Plan of Land to be Conveyed by Keuka College" - Surveyed by C. Newton Combs, PC - Filed July 30, 1982 in Liber 12 of maps, Page 140

FILED
4-20-88
YATES COUNTY CLERK

at
392 Oak Street
Keuka Park
in
Lot No. 50
Township 7, Range 1
Phelps & Gordon Purchase
the
Town of Jerusalem
County of Yates
State of New York
Scale 1" = 30'

Written & Submitted by
C. W. Coy
Telephone 845-532-2618
Telephone 716-526-6763
Fax No. 519-010

Surveyed by
Philip D. V.T.

4
2020/3193

WATER AND UTILITY EASEMENT

THIS EASEMENT is made this 30th day of July, 2024, by and between **Jamie L. Sisson and Virginia S. Turner**, having an address of 2907 West Lake Road, Penn Yan, New York, hereinafter referred to as the "Grantor"; and the **Town of Jerusalem**, a municipal corporation, having its main office at 3816 Italy Hill Road, Branchport, New York 14418, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises known as 3883 Central Avenue located in the Town of Jerusalem, Yates County, New York, bearing tax account parcel numbers 72.68-1-11, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Jerusalem purposes to obtain a water and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto ~~and shown in the map prepared by Larson Design Group dated April 5, 2024, attached hereto, hereinafter referred to as the "Easement Area".~~ *any*

The Easement Area is part of the Premises conveyed to Grantor by deed recorded December 11, 2020 in the Yates County Clerk's Office in Deed Book 2020 at Page 3193.

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

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

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

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

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

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of any waterline, water system, utility or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

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

The parties have executed this easement on the day and year first above written.

✓ Jamie L. Sisson
✓ Virginia S. Turner

Town of Jerusalem

✓ By: Daryl H. Jones
Daryl Jones, Deputy Supervisor

STATE OF NEW YORK] ✓
COUNTY OF YATES] ss: ✓

On the 30th day of July, 2024, before me, personally appeared **Jamie L. Sisson and Virginia S. Turner**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

Sheila A. McMichael
Notary Public

✓
Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2027 ✓

STATE OF NEW YORK] ✓
COUNTY OF YATES] ss: ✓

On the 30th day of July, 2024, before me, personally appeared **Daryl Jones**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

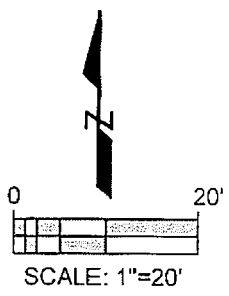
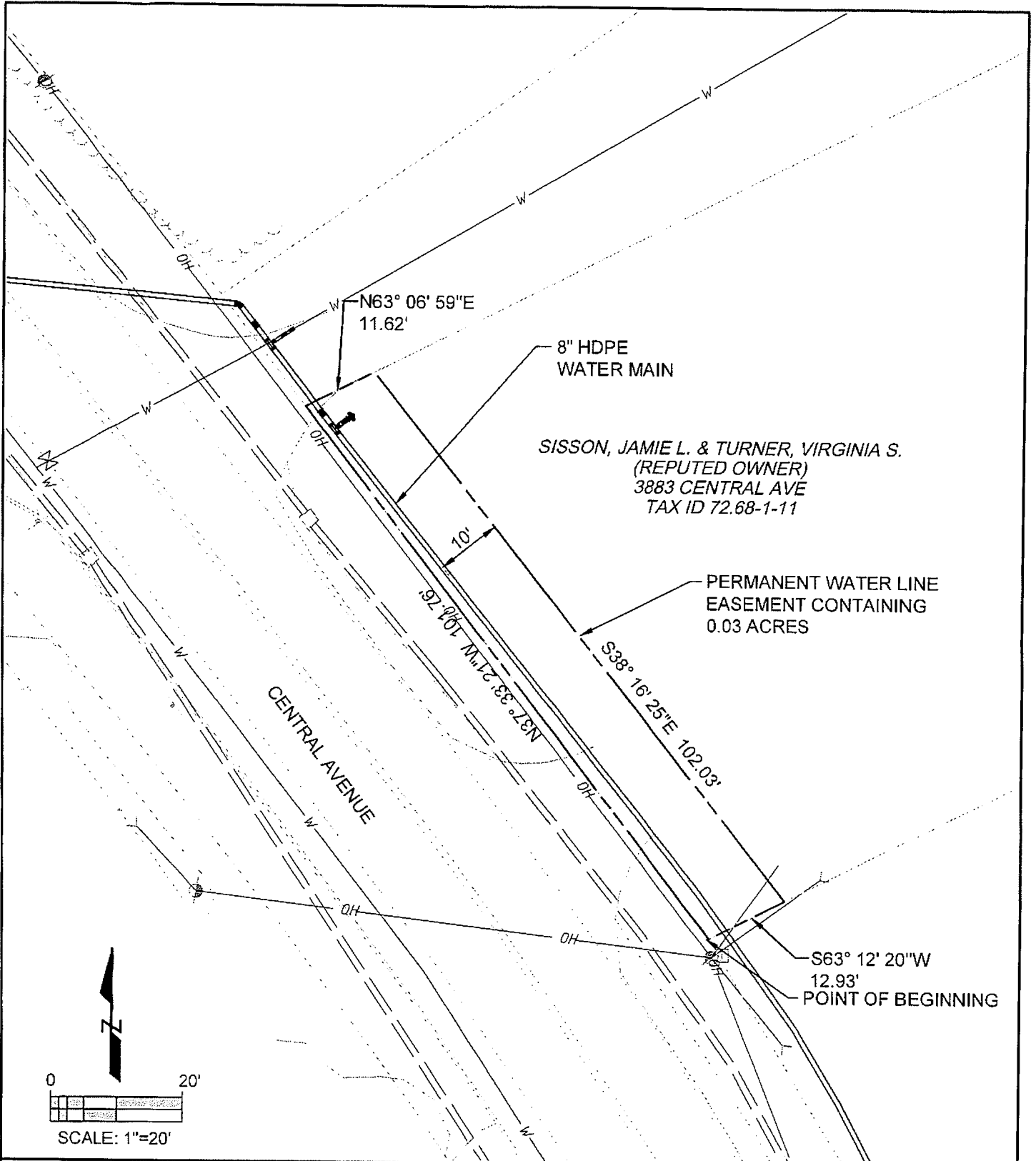
Sheila A. McMichael
Notary Public

✓
Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2027 ✓

Schedule A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Jerusalem, County of Yates, and State of New York, bounded and described as follows:

Beginning at a point in the northerly right of way of Central Avenue, said point being the corner of the lands of Jamie L. Sisson and Virginia S. Turner thence along said right of way N 37°33'21" W a distance of 101.76' to a point; thence along the lands of Jamie L. Sisson and Virginia S. Turner N 63°06'59" E a distance of 11.62'; thence S 38°16'25" E a distance of 102.03' to a point; thence S 63°12'20" W a distance of 12.93' to the point of beginning. Being 0.03 acres, more or less.



PERMANENT WATER LINE EASEMENT
3883 CENTRAL AVENUE
TOWN OF JERUSALEM, YATES COUNTY, NEW YORK

Date: 05-APR-2024
 Project No.: 7798-017



Larson Design Group
 1 WEST MARKET STREET
 SUITE 301
 CORNING, NY 14830
 (607) 938-7076

TAX PARCEL ID: 72.68-1-11
DEED BOOK: 2020 PAGE: 3193


EASEMENT NO. 2

4
434/54

DRAINAGE AND UTILITY EASEMENT

✓ THIS EASEMENT is made this 11th day of July, 2023, by and between the **Pfeffer Family Trust**, having an address of 1199 Emerson Street, Rochester, New York, hereinafter referred to as the "Grantor"; and the **Town of Jerusalem**, a municipal corporation, having its main office at 3816 Italy Hill Road, Branchport, New York, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises located at 11607 East Bluff Drive in the Town of Jerusalem, Yates County, New York, bearing tax account parcel number 117.62-1-6, hereinafter referred to as the "Premises."

✓ The Grantee is a municipal corporation which has determined that it is necessary for Town of Jerusalem purposes to obtain a drainage and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto ~~and as shown in the map prepared by Larson Design Group dated June 5, 2023, attached hereto, hereinafter referred to as the "Easement Area".~~ 

The Easement Area is part of the Premises conveyed to Grantor by deed recorded in the Yates County Clerk's Office in Liber 434 of Deeds at Page 54.

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

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent drainage and utility easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more ditches or swales with improvements, one or more drainage ponds, lines of pipe and appurtenances thereto for the collection, transmission, transportation and distribution of water, drainage structures and other drainage features, including but not limited to, culverts, open channels, stream beds and banks, gabions, riprap, and other erosion control features and utilities with ingress and egress to construct, reconstruct, maintain, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

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

Grantor for itself, its agents, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade

of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Area without the prior written consent of the Grantee.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the drainage facilities, utilities or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

The parties have executed this easement on the day and year first above written.

Pfeffer Family Trust

Town of Jerusalem

By: Jens Pfeffer
Jens Pfeffer, Trustee

By: Jamie Sisson
Jamie Sisson, Supervisor

STATE OF NEW YORK]
COUNTY OF YATES] ss:

On the 7th day of August, 2023, before me, personally appeared **Jamie Sisson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Sheila A. McMichael
Notary Public

Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023

STATE OF NEW YORK]
COUNTY OF YATES] ss:

On the 11th day of July, 2023, before me, personally appeared Jens M. Pfeffer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Lawrence Timmons Casey
Notary Public

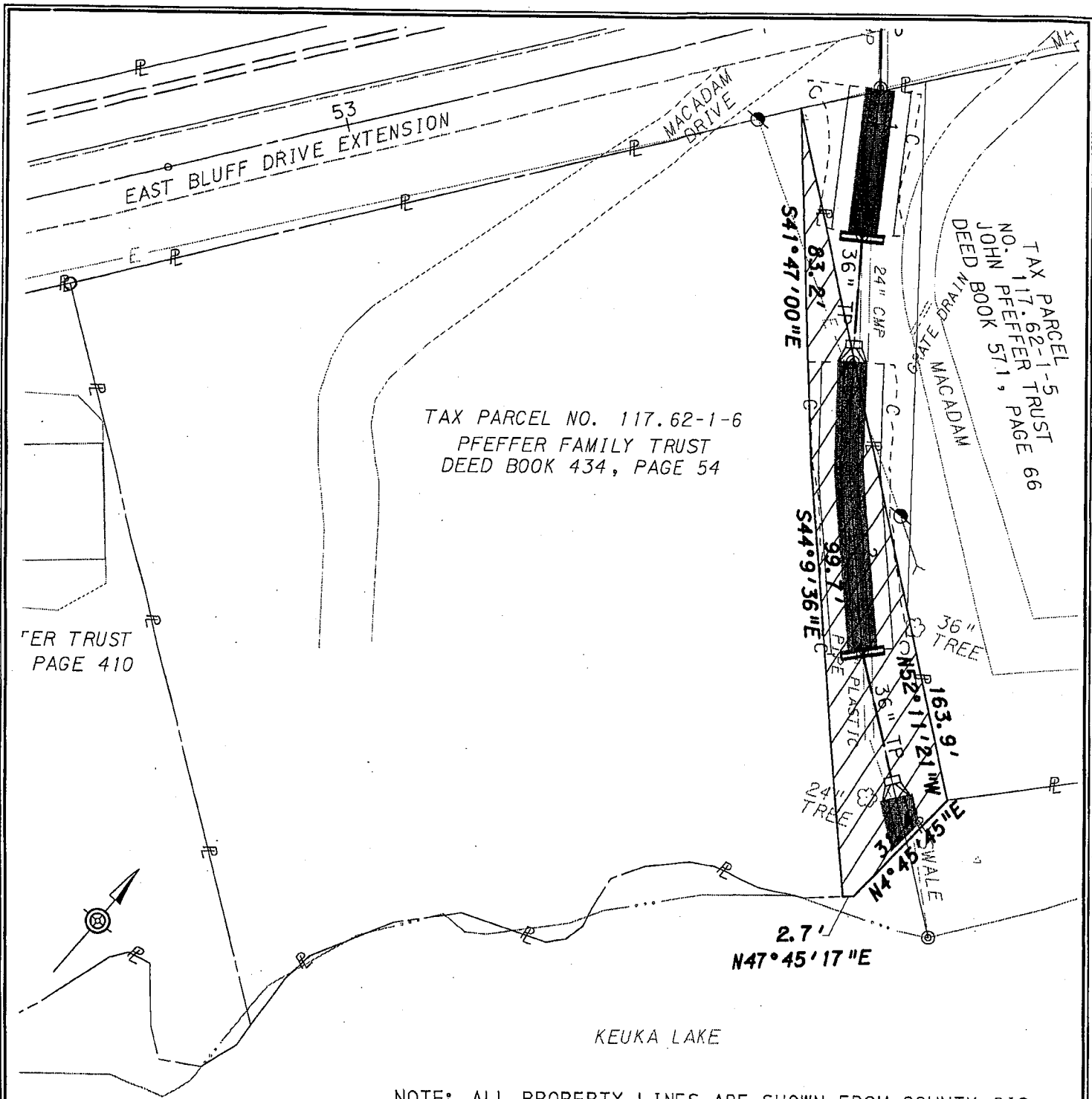
LAWRENCE TIMMONS CASEY
NOTARY PUBLIC STATE OF NEW YORK
MONROE COUNTY
LIC. # 01CA6361236
COMM. EXP. 07-03-2025

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Jerusalem, County of Yates, and State of New York, bounded and described as follows:

Beginning at a point along the south side of East Bluff Drive Extension, said point being the southwestern corner of tax parcel no. 117.62-1-5 and the northwestern corner of tax parcel no. 117.62-1-6, thence S 41°47'00" E a distance of 83.2 feet thence S 44°09'36" E a distance of 99.7 feet thence N 47°45'17" E a distance of 2.7 feet thence N 4°45'45" E a distance of 31.4 feet thence N 52°11'21" W a distance of 163.9 feet to the POINT OF BEGINNING.

The above-described parcel contains ± 0.1 acres (2571.9 sq. ft.)

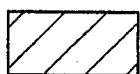


TAX PARCEL NO. 117.62-1-6
 PFEFFER FAMILY TRUST
 DEED BOOK 434, PAGE 54

TAX PARCEL
 NO. 117.62-1-5 TRUST
 JOHN PFEFFER
 DEED BOOK 571, PAGE 66

PFEFFER TRUST
 PAGE 410

PERMANENT
 DRAINAGE
 EASEMENT



NOTE: ALL PROPERTY LINES ARE SHOWN FROM COUNTY GIS TAX PARCEL DATA AND REFLECT THE ACCURACY AND/OR INACCURACY OF SAID GIS DATA. LARSON DESIGN GROUP, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS TAX PARCEL GEOMETRY OR ANY ASSOCIATED INFORMATION.

REQUIRED DRAINAGE EASEMENT
 FOR: TOWN OF JERUSALEM
 FROM: PFEFFER FAMILY TRUST

SCALE:
 1"=30'

TITLE REFERENCE:
 DEED BOOK 434, PAGE 54
 TAX PARCEL NO. 117.62-1-6

DATE:
 6/5/2023

571/66

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT is made this 11th day of July, 2023, by and between the **John Pfeffer Trust**, having an address of 1199 Emerson Street, Rochester, New York, hereinafter referred to as the "Grantor"; and the **Town of Jerusalem**, a municipal corporation, having its main office at 3816 Italy Hill Road, Branchport, New York, hereinafter referred to as the "Grantee".

The Grantor is the owner of certain premises located at 11607 East Bluff Drive in the Town of Jerusalem, Yates County, New York, bearing tax account parcel number 117.62-1-5, hereinafter referred to as the "Premises."

The Grantee is a municipal corporation which has determined that it is necessary for Town of Jerusalem purposes to obtain a drainage and utility easement over a portion of the Premises as more fully described on Schedule A attached hereto, ~~and as shown in the map prepared by Larson Design Group dated June 5, 2023, attached hereto, hereinafter referred to as the "Easement Area".~~

The Easement Area is part of the Premises conveyed to Grantor by deed recorded in the Yates County Clerk's Office in Liber 571 of Deeds at Page 66.

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

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent drainage and utility easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more ditches or swales with improvements, one or more drainage ponds, lines of pipe and appurtenances thereto for the collection, transmission, transportation and distribution of water, drainage structures and other drainage features, including but not limited to, culverts, open channels, stream beds and banks, gabions, riprap, and other erosion control features and utilities with ingress and egress to construct, reconstruct, maintain, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment of this easement and right-of-way.

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

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

Grantor for itself, its agents, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed nor trees planted, nor shall changes be made to the grade

of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of said Easement Area without the prior written consent of the Grantee.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the drainage facilities, utilities or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

The parties have executed this easement on the day and year first above written.

John Pfeffer Trust

Town of Jerusalem

By: Jens Pfeffer
Jens Pfeffer, Trustee

By: Jamie Sisson
Jamie Sisson, Supervisor

STATE OF NEW YORK] COUNTY OF YATES] ss:

On the 7th day of August, 2023, before me, personally appeared **Jamie Sisson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Sheila A. McMichael
Notary Public

Sheila A. McMichael
Notary Public, State of New York
No. 01MC6102564
Qualified in Yates County
Commission Expires December 8, 2023

STATE OF NEW YORK] COUNTY OF YATES] ss:

On the 11th day of July, 2023, before me, personally appeared Jens M. Pfeffer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signatures on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Lawrence Timmons Casey
Notary Public

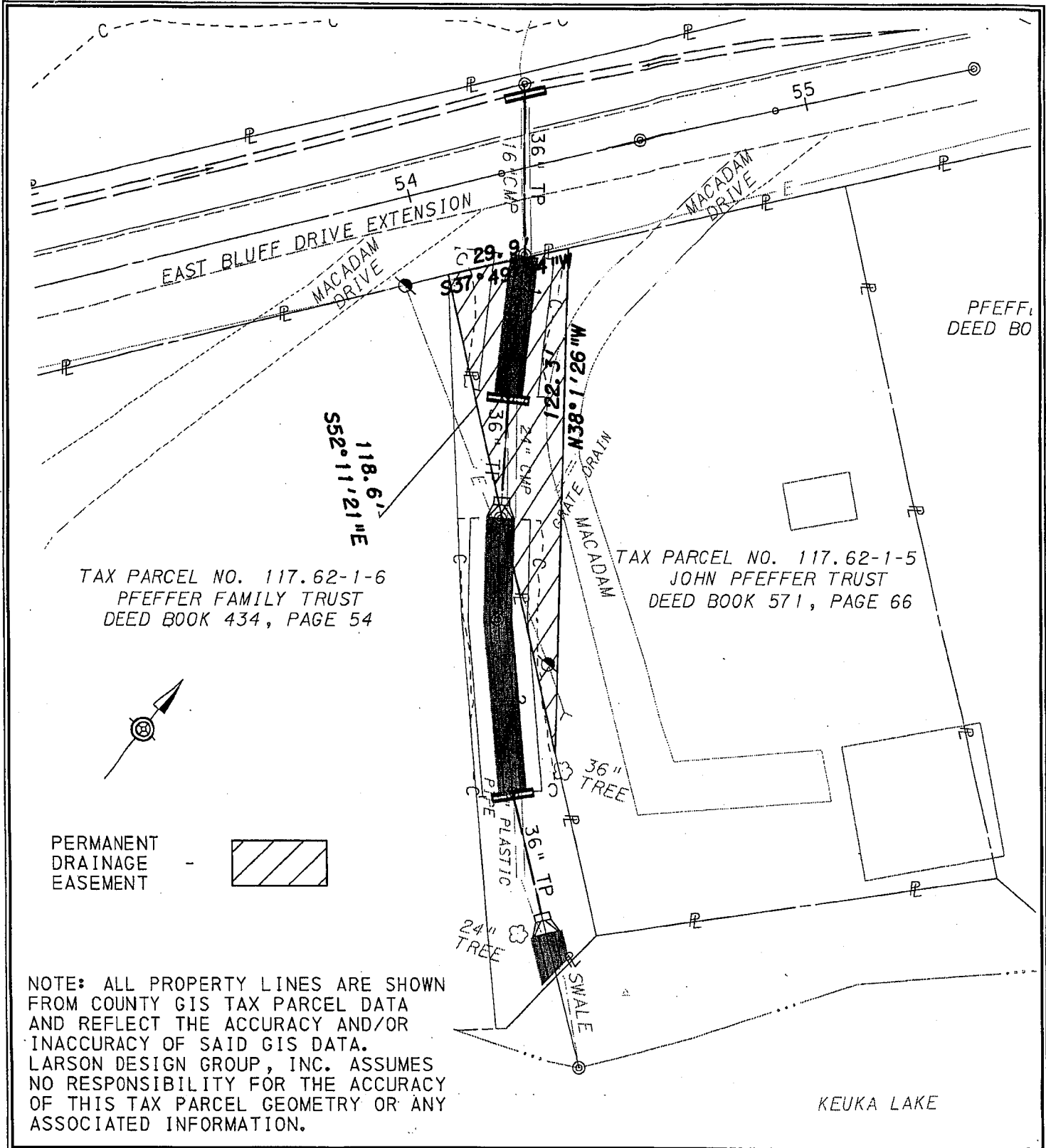
LAWRENCE TIMMONS CASEY
NOTARY PUBLIC STATE OF NEW YORK
MONROE COUNTY
LIC. # 01CA6361236
COMM. EXP. 07-03-2025

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Jerusalem, County of Yates, and State of New York, bounded and described as follows:

Beginning at a point along the south side of East Bluff Drive Extension, said point being the southwestern corner of tax parcel no. 117.62-1-5 and the northwestern corner of tax parcel no. 117.62-1-6, thence S 52°11'21" E a distance of 118.6 feet thence N 38°01'26" W a distance of 122.3 feet thence S 37°49'54" W a distance of 29.9 feet to the POINT OF BEGINNING.

The above-described parcel contains ± 1775.9 sq. ft.



TAX PARCEL NO. 117.62-1-6
 PFEFFER FAMILY TRUST
 DEED BOOK 434, PAGE 54

TAX PARCEL NO. 117.62-1-5
 JOHN PFEFFER TRUST
 DEED BOOK 571, PAGE 66



PERMANENT DRAINAGE EASEMENT

NOTE: ALL PROPERTY LINES ARE SHOWN FROM COUNTY GIS TAX PARCEL DATA AND REFLECT THE ACCURACY AND/OR INACCURACY OF SAID GIS DATA. LARSON DESIGN GROUP, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS TAX PARCEL GEOMETRY OR ANY ASSOCIATED INFORMATION.

REQUIRED DRAINAGE EASEMENT
 FOR: TOWN OF JERUSALEM
 FROM: JOHN PFEFFER TRUST

SCALE:
 1" = 30'

TITLE REFERENCE:
 DEED BOOK 571, PAGE 66
 TAX PARCEL NO. 117.62-1-5

DATE:
 6/5/2023