Minutes of the regular monthly meeting of the Jerusalem Town Board held on October 16, 2024 at 7:00 P.M. PRESENT were: Supervisor Sisson, Councilors Bird, Jones, Lent, Purdy, Town Clerk McMichael, Highway Superintendent Hurd.

GUESTS: KPSW Department Head Joe Matthews, Richard Clouser

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

# RESOLUTION #155-24

#### APPROVAL OF MINUTES

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

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

Resolved that the minutes of the September 18, 2024 meeting and September 26, 2024 Budget Workshop be approved as read.

#### RESOLUTION #156-24

# AUDIT OF CLAIMS

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 bills be paid as presented in the following amounts:

General: \$14,255.51
Outside Village \$ 7,233.07
Highway DB: \$38,081.58
Sewer: \$61,135.38
Water: \$13,477.80
Branchport Light \$ 551.89

# September Utilities:

General: \$ 3,321.63
Outside Village: \$ 115.31
Sewer: \$ 266.02
Water: \$ 199.41
Escrow: \$ 360.00
Trust: \$22,000.63

# RESOLUTION #157-24

# 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 September 2024 be accepted as presented.

PUBLIC HEARING - 2025 TENTATIVE TOWNWIDE, WATER & SEWER BUDGETS With proof of notice having been duly published and posted, Supervisor Sisson opened the Public Hearing at 7:03 P.M., asking for comments on the tentative 2025 Townwide, Water and Sewer budgets. The proposed tax rate will decrease from \$2.06 to \$1.58 per \$100,000 of assessed valuation.

No one wished to comment.

#### TOWN OFFICIALS

#### HIGHWAY SUPERINTENDENT

- The Highway Department continues to prepare for winter.
- Black topping will be done on East Bluff Drive and Indian Pines.
   Superintendent Hurd noted this will address the complaint received today regarding a pot hole on Old Pines Trail.
- West Bluff Drive residents will be put on notice that cross-over pipes will be replaced in the spring 2025. Lines found in culverts will also be addressed in the correspondence.
- $^{\bullet}$  Troy Daggett began employment on October  $7^{\rm th}$  as a Heavy Equipment Operator.

#### COUNCIL

- Councilor Lent reported on the Water/Sewer staff meeting. We are looking to conduct an audit of our billings before moving forward with the water meter replacement project.
- There was a water leak at Keuka College today.
- Councilor Purdy presented a draft site plan review form currently used by the Village of Penn Yan. It was the consensus of the Board to recommend our Planning Board use a similar form.
- Councilor Bird found the recent Association of Town Planning & Zoning training helpful. Councilor Purdy will follow up with the County Planner regarding a GML 239 Referral waiver for projects within 500' of the Ag District and steep slopes applications.

# SUPERVISOR

Supervisor Sisson is corresponding with County Legislator Button following another accident at the 4-corners in Branchport that seems related to Google map directions. Additional concerns are adequate signage and the lack of industry training. Councilor

Purdy will also address this at the Inter-County Association of Western New York meeting this week.

# RESOLUTION #158-24

# MRB GRANT WRITING SERVICES PROPOSAL

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

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

Resolved the Supervisor be authorized to execute the MRB Group Professional Services Agreement for grant research, writing, and administration services.

#### RESOLUTION #159-24

#### AWARD AUDIT SERVICES AGREEMENT BID

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

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

Whereas two quotes were received in response to the Proposal for Professional Services for the Town's 2024 and 2025 audit engagements as follows:

| The Bonadio Grou | 2024 | \$25,500 |
|------------------|------|----------|
| Pittsford, NY    | 2025 | \$26,500 |
| MMB + Co.        | 2024 | \$25,000 |
| Rochester, NY    | 2025 | \$26,150 |

Resolved that the audit be awarded to the low bidder, MMB + Co.; and, be it further

Resolved the Supervisor be authorized to execute the Engagement Letter from MMB + Co. to perform the audit of the Town of Jerusalem as of and for the years ending December 31, 2024-2025.

# 2025 BUDGET PUBLIC HEARING

Richard Clouser, 9627 East Bluff Drive questioned the increasing water/sewer bills. Supervisor Sisson responded that aging infrastructure requires costly updates. Discussions are underway with the Village of Penn Yan to amend/renew our Intermunicipal Sewer Agreement to avoid an increase related to a \$4M capital project to install a Headworks Facility and a \$2.18M capital project to construct a new force main. These improvements qualify for hardship financing at 0% interest resulting in a 7% increase in the Penn Yan Wastewater Treatment Plant's annual budget. Proceeding without the

0% financing will result in a 19% budget increase. The Intermunicipal Water Agreement with Penn Yan is also being reviewed. Mr. Clouser noted the need to communicate this to the rate payers. The Debt Service schedule is posted with the budget on the Town website homepage, <a href="www.jerusalem-ny.org">www.jerusalem-ny.org</a>. Meeting minutes are also on the website.

#### RESOLUTION #160-24

# CLOSE PUBLIC HEARING - 2025 BUDGET HEARING

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

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

Resolved that the Public Hearing on the 2025 Townwide, Consolidated Water District and Sewer Districts and Extensions be closed at 7:36 P.M.

The regular meeting was reconvened.

# RESOLUTION #161-24

# ADOPT 2025 TOWNWIDE, CONSOLIDATED WATER DISTRICT & SEWER DISTRICTS AND EXTENSIONS BUDGETS

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

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

Resolved the 2025 Townwide, Consolidated Water & Sewer District and Extension Budgets be adopted as presented.

Discussion: Clarification on the proposed water meter replacement project was provided. Additional Town Board authorization is required to move forward.

# RESOLUTION #162-24

# AUTHORIZE G/FLRPC TRAINING - PLANNING BOARD

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

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

Resolved Planning Board member Robin Johnson be authorized to attend the Genesee/Finger Lakes Regional Planning Council Fall Local Government Workshop on Friday, October 25, 2024 at Wayne-Finger Lakes BOCES, Newark at a cost of \$60 plus travel reimbursement to be funded by account 8020.4.

# RESOLUTION #163-24

AUTHORIZE KPSW TRAINING - FINGER LAKES WATER WORKS CONFERENCE
On a motion of Councilor Purdy, seconded by Councilor Lent, the
following was

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

Whereas, the Finger Lakes Water Works Conference is December 3, 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 #164-24

#### YATES COUNTY ANIMAL CONTROL AGREEMENT RENEWAL

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

ADOPTED Ayes 4 Bird, Jones, Lent, Sisson

Nays 0

Abstain 1 Purdy

Resolved the Supervisor be authorized to execute the Yates County Animal Control Agreement for 2025.

# RESOLUTION #165-24

#### KEUKA PARK SEWER/WATER RELEVIES

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

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

Whereas, the Jerusalem Town Code provides for the collection of delinquent sewer and water bills by the County of Yates by the relevy of those accounts on the January tax bills; and

Whereas, the Town Sewer & Water office has compiled a listing of the 2024 sewer and water delinquent accounts in the following amounts:

| Water      | \$31,216.26 |
|------------|-------------|
| Sewer      | \$12,064.14 |
| Relevy fee | \$ 4,450.00 |
|            | \$47,730.40 |

Therefore, be it resolved, that the Jerusalem Town Board does hereby approve the transfer of these delinquent accounts to the County for relevy on their 2025 tax bills.

| NOTE: | Final Amounts: | Water      | \$29,593.66 |
|-------|----------------|------------|-------------|
|       |                | Sewer      | \$11,042.34 |
|       |                | Relevy Fee | \$ 3,750.00 |
|       |                | Total      | \$44,386.00 |

#### RESOLUTION #166-24

SCHEDULE PUBLIC HEARING TO CONSIDER THE PROPOSED REPLACEMENT OF WORN-OUT APPARATUS AND/OR EQUIPMENT IN SEWER DISTRICT EXT. #2

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

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

WHEREAS, the Town Board of the Town of Jerusalem, after due deliberation, finds it in the best interests of the Town to schedule a public hearing to solicit public comment upon the proposed replacement of worn-out apparatus and/or equipment, specifically, grinder pump stations, in the Keuka Park Sewer District Ext. #2 pursuant to Section 202-b of the NYS Town Law; and

WHEREAS, the Town Engineer has prepared a plan detailing the need to replace aging grinder pump stations with new pumps in the Keuka Park Sewer District Ext. #2; and

WHEREAS, the plan shows the estimated costs of the new pumps to be \$420,000.00, plus installation costs, such estimated costs to be the responsibility of the Keuka Park Sewer District Ext. #2. All of this \$420,000.00 is to be financed and repaid by the owners of

property within the Keuka Park Sewer District Ext. #2.

WHEREAS, this action by the Town Board is a "Type 2" action under the regulations promulgated by authority contained in the State Environmental Quality Review Act (SEQRA), which appear in 6 NYCRR Part 617.5 c. (2) ("replacement . . . of a structure or facility, in kind, on the same site"), thereby requiring no further action by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be, and she hereby is, directed to schedule a public hearing, to be held on November 20, 2024, at 7:00 p.m. at the Jerusalem Town Hall, 3816 Italy Hill Road, Branchport, New York; and be it further

RESOLVED, that the Town Clerk, be and hereby is, directed to forward to the official newspapers of the Town a Notice of Public Hearing in the form substantially the same as that attached hereto as Exhibit "1", such notice to be published not less than ten nor more than twenty days before the day set herein for the public hearing; and be it further

RESOLVED, that the Town Clerk be, and she hereby is, directed to post a copy of the Notice of Public Hearing on the Town of Jerusalem sign board, not less than ten nor more than twenty days before the day set herein for the public hearing.

#### RESOLUTION #167-24

AUTHORIZE ACCEPTANCE OF EASEMENT - EAST BLUFF ROAD RECONSTRUCTION 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 Town of Jerusalem, by its officers or representatives, has engaged in discussions with the trustees of the 2017 Kieffer Irrevocable Trust, formerly known as the Kieffer Medicaid Qualifying Irrevocable Trust, dated February 16, 2015 regarding the Town's obtaining a drainage and utility easement from them over portions of its premises located in the Town of Jerusalem; and

WHEREAS, Town of Jerusalem officials have recommended to the Town Board that the 2017 Kieffer Irrevocable Trust grant to the Town a drainage and utility easement over its premises; and

WHEREAS, said easement has been offered by the 2017 Kieffer Irrevocable Trust 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 instrument and finds the consideration described therein 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 2 from the 2017 Kieffer Irrevocable Trust in accordance with the terms and conditions contained in said instrument and approves the recording of said easement 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 hereby authorizes 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 #168-24

# 2024 HIGHWAY DB BUDGET AMENDMENT - CHIPS

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

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

Whereas, the original Highway DB 2024 budget depicted CHIPS expense and revenue for \$600,000; and

Whereas, paperwork from the Department of Transportation allocates a Cumulative Rollover Balance; now, therefore, be it

RESOLVED that the Highway DB 2024 budget be amended as follows:

Increase expense code 5112.4 \$149,845.72

Increase revenue code 3501 \$149,845.72

#### PUBLIC COMMENT

Richard Clouser asked if there are any plans to tackle the high deer population on the Bluff. This problem cannot be solved by the Town. Unfortunately, despite early and youth hunting seasons, there are not as many hunters and more land is posted now.

Mr. Clouser thanked the Board for their good work.

# COUNTY REPORT

Legislator Purdy presented the County report.

Councilor Jones requested Legislator Purdy inquire about getting additional free millings from the County for Jerusalem as we are the biggest town with almost double the miles of road compared to the other towns in Yates County.

# RESOLUTION #169-24

# MOVE TO EXECUTIVE SESSION

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

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

Resolved that this meeting be interrupted to enter into Executive Session to discuss the employment history of a particular person(s).

The Executive Session convened at 8:15 P.M.

# RESOLUTION #170-24

# RETURN TO REGULAR SESSION

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

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

Nays C

Resolved that the Board return to regular session.

The Board reconvened in regular session at 8:55 P.M.

With there being no further business, on a motion of Councilor Jones, seconded by Councilor Purdy, the meeting was adjourned at 8:56 P.M.

Sheila McMichael, Town Clerk

# Exhibit 1 TOWN OF JERUSALEM NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Jerusalem on the 20<sup>th</sup> day of November, 2024, at 7:00 p.m., at the Jerusalem Town Hall, 3816 Italy Hill Road, Branchport, New York, to consider the replacement of worn-out apparatus and/or equipment, specifically, approximately 175 grinder pump stations, in the Keuka Park Sewer District Ext. #2 pursuant to Section 202-b of the New York State Town Law.

The plan shows the estimated cost of this replacement project to be \$420,000.00, plus installation costs, such estimated costs to be the responsibility of the Keuka Park Sewer District Ext. #2. All of this \$420,000.00 is to be financed and repaid by the owners of property within the Keuka Park Sewer District Ext. #2.

Any member of the public shall be entitled to be heard upon this matter at such public hearing. Copies of the proposed plan regarding this replacement project are available for review at the Town of Jerusalem Town Hall, 3816 Italy Hill Road, Branchport, New York.

This by Resolution of the Town Board of the Town of Jerusalem.

Sheila McMichael, Town Clerk Town of Jerusalem

# DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT is made this / St day of March, 2024, by and between the 2017 Kieffer Irrevocable Trust, formerly known as the Kieffer Medicaid Qualifying Irrevocable Trust, dated February 16, 2015, having an address of 7 Ashby Court, Williamsville, 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 on East Bluff Drive in the Town of Jerusalem, Yates County, New York, bearing tax account parcel number 117.62-1-13.2, 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 permanent drainage and utility easement, hereinafter referred to as the "Permanent Easement Area", and two (2) temporary construction easements, hereinafter referred to as the "Temporary Easement Areas", over portions of the Premises as more fully described on Schedule A attached hereto and as shown in the maps prepared by Larson Design Group dated June 5, 2023, attached hereto, the Permanent Easement Area and Temporary Easement Areas are hereinafter collectively referred to as the "Easement Areas".

The Easement Areas are part of the Premises conveyed to Grantor by deed recorded in the Yates County Clerk's Office in Liber 686 of Deeds at Page 64, as corrected by deed recorded in Liber 700 of Deeds at Page 8.

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 Permanent 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 Permanent 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 also have the right and privilege at any time to enter upon and temporarily use the Temporary Easement Areas for access, construction and staging purposes. At the termination of a temporary occupancy hereby authorized, the Grantee will restore, at its expense, the lawn and shrubbery of the Easement Areas 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 Permanent Easement Area nor shall there be any excavating, filling, mining or blasting within the limits of said Permanent 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 Permanent Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of any part of the drainage system or any drainage improvement, utility or any part thereof without liability to the Grantor. The Grantee, its successors, assigns, agents or contractors shall maintain in good working condition the culvert under East Bluff Drive Extension at the South end of the Permanent Easement Area.

Grantor for itself, its agents, distributees, heirs, successors and assigns reserves the right to construct buildings or structures, plant trees, make changes to the grade of the land, excavate, fill, mine, blast, pave, or otherwise develop the lands within the Temporary Easement Area.

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 Areas is not relieved by reason of the grant therefrom from the obligation to pay whatever drainage, 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.

| 2017 Kieffer Irrevocable Trust                                  | Town of Jerusalem |  |
|---|-------------------|--|
| By: Susan M. Martini, Trustee                                   | By:               |  |
| 2017 Kieffer Irrevocable Trust  By:  Steven R. Kieffer, Trustee |                   |  |
| 2017 Kieffer Irrevocable Trust                                  |                   |  |

By: Maurie G. Kuff

Laurie Ann Kieffer, Trustee

| STATE OF NEW YORK ]  |
|--|
| COUNTY OF YATES ] ss:  |
| On the day of, 2024, 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  |
| STATE OF NEW YORK   COUNTY OF FRIED   ss:  |
| On the   |
|  |
| Notary Public  CHRISTOPHER D. GALASSO Notary Public, State of NY Qualified in Ene County Ny Commission Expires 8-15-24   |
| STATE OF NEW YORK ] COUNTY OF ERIE ] ss:   |
| On the <u>larellarelarelarelarelarelarelarelarelar</u>   |

Notary Public

CHIRISTOPHER D. GALASSO
Plotary Public, State of NY
Qualified in Ene County
Commission Empires 8-15-26

| STATE OF NEW YORK | ]     |
|-------------------|-------|
| COUNTY OF ERIE    | ] ss: |

On the 1 day of 1, 2024, before me, personally appeared Laurie Ann Kieffer, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

CHRISTOPHER D. GALASSO Notary Public, State of NY
Qualified in Erie County
My Commission Expires 87, 4-26

#### SCHEDULE A

# Permanent Drainage Easement

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, said point being N63°57'43"E a distance of 195.9' from the center of the inlet end of an existing 24" roadway cross pipe installed in East Bluff Drive, thence S 39°54'59" E a distance of 52.3 feet thence S 46°37'33" E a distance of 32.5 feet thence S 43°39'55" E a distance of 82.6 feet thence S 45°25'41" E a distance of 50.6 feet thence S 49°04'24" E a distance of 13.7 feet thence N 36°47'09" E a distance of 40.1 feet thence N 49°04'24" W a distance of 9.5 feet thence N 45°25'41" W a distance of 48.8 feet thence N 43°39'55" W a distance of 83.0 feet thence N 46°37'33" W a distance of 31.1 feet thence N 39°54'59" W a distance of 46.7 feet thence S 55°43'31" W a distance of 32.9 feet thence S 50°11'36" W a distance of 7.2 feet to the POINT OF BEGINNING, containing ± 0.2 acres (9027.5 sq. ft.).

# **Temporary Construction Easements**

# Temporary Construction Easement 1

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, said point being N68°34'45"E a distance of 147.8' from the center of the inlet end of an existing 24" roadway cross pipe installed in East Bluff Drive, thence S 39°54'59" E a distance of 55.3 feet thence S 46°37'33" E a distance of 34.1 feet thence S 43°39'55" E a distance of 82.1 feet thence S 45°25'41" E a distance of 21.6 feet thence S 36°47'09" W a distance of 75.0 feet thence S 47°38'21" E a distance of 50.2 feet thence N 36°47'09" E a distance of 124.4 feet thence N 49°04'24" W a distance of 13.7 feet thence N 45°25'41" W a distance of 50.6 feet thence N 43°39'55" W a distance of 82.6 feet thence N 46°37'33" W a distance of 32.5 feet thence N 39°54'59" W a distance of 52.3 feet thence S 50°11'36" W a distance of 50.0 feet to the POINT OF BEGINNING, containing ± 0.4 acres (15589.2 sq. ft.).

# **Temporary Construction Easement 2**

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, said point being N62°23'48"E a distance of 235.6' from the center of the inlet end of an existing 24" roadway cross pipe installed in East Bluff Drive, thence S 39°54'59" E a distance of 46.7 feet thence S 46°37'33" E a distance of 31.1 feet thence S 43°39'55" E a distance of 83.0 feet thence S 45°25'41" E a distance of 48.8 feet thence S 49°04'24" E a distance of 9.5 feet thence N 36°47'09" E a distance of 377.0 feet thence N 50°20'33" W a distance of 50.1 feet thence S 36°47'09" W a distance of 322.9 feet thence N 43°39'55" W a distance of 83.8 feet thence N 46°37'33" W a distance of 29.5 feet thence N 39°54'59" W a distance of 38.8 feet thence S 55°43'31" W a distance of 50.2 feet to the POINT OF BEGINNING, containing ± 0.6 acres (26793.1 sq. ft.).



