TOWN BOARD MEETING
January 24, 2024
7:00 p.m.
Brighton Town Hall
2300 Elmwood Avenue

This meeting is conducted in-person with remote participation available via video conferencing at townofbrighton.org/499/Streaming-Video.

PRESENTATIONS/RECOGNITIONS:
International Holocaust Remembrance Day Proclamation

MEETING CALLED TO ORDER:

OPEN FORUM:

APPROVAL OF AGENDA

PUBLIC HEARINGS:
MATTER RE: Public hearing for the proposed incentive zoning/rezoning application for TopGolf at East Henrietta Road (see letter dated October 20, 2023 from Rick DiStefano, Senior Planner).

MATTER RE: Public hearing to amend condition #5 of the Quicklee’s development Incentive Zoning proposal for properties located at 1950-1966 Monroe Avenue (see Resolution #1 and letter dated December 20, 2023 from Rick DiStefano, Senior Planner).

COMMUNICATIONS:

COMMITTEE REPORTS:
Community Services Committee
Finance and Administrative Services
Public Safety Services
Public Works Services

OLD BUSINESS:

NEW BUSINESS:
MATTER RE: Reading and approval of claims (Resolution #01-24-24-CLAIMS).

MATTER RE: Authorize the Supervisor to enter into an agreement with Beazely Group for cyber insurance in an amount not to exceed $15,850 for the 2024 calendar year (see Resolution #2 and letter dated January 14, 2024 from Earl Johnson, Finance Director).

MATTER RE: Authorize the Supervisor to enter into an agreement with Sirness Vending Services to locate vending machines in certain Town facilities in exchange for $400 annually for two years starting January 1, 2024 with the option to renew for two one-year terms (see Resolution #3 and letter dated January 13, 2024 from Earl Johnson, Finance Director).
**MATTER RE:** Authorize the Supervisor to execute an engagement letter with Mengel Metzger Barr & Co., for a total cost not to exceed $31,850 and $33,125, respectively, for the 2023 and 2024 the Town Audits and special review services *(see Resolution #4 and letter dated January 5, 2024 from Earl Johnson, Finance Director)*.

**MATTER RE:** Accept a grant from the United States Tennis Association School Youth Tennis Initiative in the amount of $977.89 for the development of a tennis program for the Recreation Department’s Afterschool Program and amend the 2024 budget as necessary for said grant *(see Resolution #5, and letter dated January 8, 2024 from Rebecca Cotter, Recreation Director)*.

**MATTER RE:** Declare as surplus one 2008 Chevy Impala LT from the Recreation Department and authorize its disposal at the next Roy Teitsworth municipal auction conducted either live or online *(see Resolution #6 and letter dated January 9, 2024 from Rebecca Cotter, Recreation Director)*.

**MATTER RE:** Authorize the Supervisor to enter into a Memo of Understanding with Nazareth College to allow graduate level art therapy students to provide programming for the Recreation Department at no cost to the Town *(see Resolution #7 and letter dated January 2, 2024 from Rebecca Cotter, Recreation Director)*.

**MATTER RE:** Set a public hearing for the removal and replacement of a 32” Eastern White Pine at 182 Palmerston Rd., 50” Norway Maple at 217 Alaimo Dr., 36” Norway Spruce at Commodore Pkwy (cul-de-sac), 48” Black Walnut at 245/259 Ashbourne Rd., 60” Silver Maple at 34 Southland Dr., 30” Silver Maple at 41 Southland Dr., 46” Silver Maple at 246 Mayflower Dr, 40” Silver Maple at 56 Modelane, 42” Silver Maple at 65 Hollywood Ave., 48” Silver Maple at 26 Willowdale Dr., 40” Norway Maple at 916 South Grosvenor Rd., and 30” Norway Maple at 68 Brooklawn Dr. *(see Resolution #8 and letter dated January 17, 2024 from Evert Garcia, Commissioner of Public Works)*.

**MATTER RE:** Approve membership renewal with the Association of Towns of the State of New York for the year 2024 and designate the Supervisor as official delegate to attend the annual business meeting of the Association *(see Resolution #9 and letter dated January 19, 2024 from William W. Moehle, Supervisor)*.

**MATTER RE:** Authorize the Supervisor to execute the MS4 Operator Certification Form in compliance with the New York State Department of Environmental Conservation’s SPDES General Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems *(see Resolution #10 and letter dated January 17, 2024 from Ken Hurley, P.E., Town Engineer)*.

**MATTER RE:** Authorize the Supervisor to execute an agreement with ACES Energy to conduct test drill and thermal conductivity testing for the Town Hall Renovations project in the amount of $26,400 and to approve any necessary change orders not to exceed 10% of the contract amount, for a total amount not to exceed $29,040 *(see Resolution #11 and letter dated January 22, 2024 from Brendan Ryan, Assistant Engineer)*.

**MATTERS OF THE SUPERVISOR:**
MATTERS OF THE ATTORNEY TO THE TOWN:

MATTERS OF THE TOWN CLERK:

MATTERS OF THE BOARD:

MOTION TO GO INTO EXECUTIVE SESSION:
MATTER RE: Personnel.

MATTER RE: Litigation.

MEETING ADJOURNED:

NEXT TOWN BOARD MEETING:
Wednesday, February 14, 2024 at 7 p.m.
RECOGNITIONS/PRESENTATIONS
OPEN FORUM
PUBLIC HEARINGS
October 20, 2023

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Brighton, NY 14618

Re: TopGolf - East Henrietta Road, Incentive Zoning / Rezoning Application

Honorable Supervisor and Members:

I Recommend that your Honorable Body:


2. Receive and file the attached advisory report from the Town of Brighton Planning Board pursuant to Section 209-5. C. of the Comprehensive Development Regulations.

3. Direct the Senior Planner to submit the required Development Referral Form and documents to Monroe County Department of Planning and Development for review.

4. Set a public hearing regarding the Incentive Zoning / Rezoning Application.

5. Direct the Senior Planner to provide the applicant with a copy of the Town of Brighton’s Policy on Public Notice for Incentive Zoning and Rezoning Applications and name of all Interested Parties.

6. Require the applicant to mail written notice to Affected Residents of multi-family dwellings at the Board’s discretion.

Respectfully Submitted

Rick DiStefano
Senior Planner

cc: E. Garcia
K. Gordon

attachments
October 20, 2023

Town Board of the Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Re: Application of Westfall Brighton SRE, LLC.
Rezoning and Incentive Zoning - proposed Topgolf
Tax Parcels #149.06-1-3.11 & 149.06-1-3.12

Dear Board Members:

This office has been retained by Westfall Brighton SRE, LLC, the owner of the real property referenced above, to assist in obtaining governmental approvals for the proposed use of their property by their prospective tenant, Topgolf International.

A threshold approval is for Rezoning and Incentive Zoning, which is currently before your Board. Pursuant to the procedures set forth in Chapter 225 (Rezoning) and Chapter 209 of the Town Code (Incentive Zoning), this Rezoning and Incentive Zoning application was referred to the Town Planning Board for a report, which report was adopted by the Town Planning Board at its October 18 meeting.

With regard to the Rezoning, in accordance with Town Code § 225-5 and § 225-8, the next step is the scheduling of a public hearing by the Town Board on the Rezoning request. With regard to the Incentive Zoning aspect of the application, in accordance with Town Code § 209-5(D), the next step in the process is the Town Board's review of the report, notification to the applicant as to whether the Town Board is willing to further consider the proposal and, if so, hold a public hearing thereon.

The purpose of this letter is to request that the Town Board, at its October 25, 2023 meeting, establish that it is willing to further consider the Incentive Zoning proposal and to schedule the public hearing on the Rezoning and Incentive Zoning for November 8, 2023.
As always, we appreciate the continued courtesy of the Board. If you need anything further from the applicant related to this request, please do not hesitate to contact me.

Very Truly Yours,

WOODS OVIATT GILMAN LLP

Jerry A. Goldman
Please direct responses to Rochester Office

JAG/dl
October 18, 2023

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: Planning Board Advisory Report

Regarding Westfall Development LLC’s Incentive Zoning proposal to construct a recreation and golf entertainment venue consisting of a ±45,000 sf building with other amenities, associated outdoor elements, and other site improvements on property located at 0 East Henrietta Road (Tax parcels 149.06-1-3.12 and 149.06-1-3.11; note that ‘0 East Henrietta Road’ is a temporary working address for this site).

Dear Town Board Members:

At the October 18, 2023 Planning Board Meeting, the Planning Board reviewed the above referenced matter and offers the following comments regarding the adequacy of the proposal as it relates to site and the adjacent uses and structures.

1. The Planning Board supports the proposed application and recommends to the Town Board that it is worthy of further consideration. The proposed project appears to be well suited for the project site and area. The proposal furthers the town’s comprehensive plan (Envision Brighton 2028), specifically:

   Town Policy Framework (volume 2, page 3):
   “Provide leadership and actively participate in efforts to improve the overall...economic and social health of the Rochester Metropolitan Region”

   Economic Vitality Policy (volume 2, page 16):
   “Attract and promote the sustainable development of quality...commercial uses in areas with existing infrastructure, in an effort to expand the Town’s local tax base while providing...desired goods and services, and without compromising other community goals.”

2. The Planning Board recommends that the Town move to a public hearing on this application only after receiving firm commitments on the proposed amenities that include infrastructure, cash, real property taxes, community benefits and the design of the access to the site.
3. The Planning Board notes the proposed amenity of 970 +/- linear feet of sidewalk on Westfall Road from South Winton Road to Buckland Park completes a noted gap in the sidewalk network and provides pedestrian access from the east to the soon-to-open Winter Farmer’s Market in Buckland Park.

4. The Planning Board notes the proposed cash amenity of $275,000 will contribute to such specific community benefits, which may include acquisition of parkland, construction of infrastructure or other recreational purposes.

5. The Planning Board notes the proposed real property tax amenity will ensure that the full amount of Town real property taxes be paid to the Town, regardless of the terms of any County of Monroe Industrial Development Agency (COMIDA) payment-in-lieu of taxes (PILOT) agreement. The Town will be made whole with respect to the Town real property taxes.

6. The Planning Board notes the community benefits amenity will see the proposed recreation and golf entertainment venue as an engaged community partner that offers recreational opportunities benefiting the community and its residents. Among the benefits to the community is the offer of free play during certain weekday times for local nonprofit, high school teams, and other groups that mentor youth in the community. The facility also intends to offer discounts for military and first responders.

7. The Planning Board notes the proposal does not include any new curb openings on any public road. All vehicular access to the site will be from the west, through the existing CityGate entrances and internal road network. This design feature is one of the amenities provided by the applicant.

8. CityGate, immediately to the west of this site, located over the town line in the City of Rochester, currently has proposed development under review by the city. Careful and ongoing coordination between the Town of Brighton review processes and the City of Rochester review processes is necessary to create an efficient, cohesive development. This is especially critical since all vehicular traffic for the recreation and golf entertainment venue will pass through CityGate.

As important, internal pedestrian circulation networks must be constructed in a rational and effective manner on either side of the city/town border. The closest transit service to the site is on East Henrietta Road. While it is unlikely that many patrons of the venue will take transit to access the site, it is likely that at least a portion of the employees would utilize transit to access their jobs. Clear, safe, direct routes, maintained year round, are an important aspect of the successful final design of this project.

9. Regional materials should be used to construct the proposed project. Additionally, a waste reduction plan should be developed whose intent is to divert a minimum of 50% of construction debris from the waste stream.
10. Careful consideration should be given to the areas of fill on the site and any impacts associated with the disturbance of these areas.

11. The proposed project includes the construction of large impervious surfaces which cause the immediate area to become warmer than the surrounding land forming an island of higher temperatures known as the “heat island effect”. Trees of substantial size should be provided where possible to create a canopy large enough to help offset the “heat island effect”. In addition, light roof colors should be provided which further reduces this phenomenon.

12. Consideration should be given to the proposed buildings being constructed to LEED standards.

13. Alternative energy sources can significantly cut greenhouse gas emissions and energy costs over time. Consideration should be given to the installation of alternative energy technologies such as solar and geothermal.

14. Pervious pavements should be considered where applicable such as sidewalks, patios, driveways, at least a portion of the parking lot, and fire lanes. There have now been enough pervious paving installations across Upstate New York to determine what methods work best for the climate. Depending on the method of paving used, pervious paving can reduce the heat island effect previously noted. Most importantly, if properly maintained, previous paving can reduce the impacts of stormwater runoff, which are only growing more acute as climate change brings more intense rain events.

15. Site and building lighting should be designed with very careful consideration. Outdoor and semi-outdoor recreational facilities such as this often have very tall, bright lighting to simulate daylight conditions. Care should be taken so that site lighting does not negatively affect the apartments on the north side of Westfall Road across the town line in the City of Rochester, as well as the office and commercial uses on Sawgrass Drive to the east of the site, and Brighton Town Park, located further to the east.

16. Chapter 201-14 of the Code of the Town of Brighton indicates that the adoption of changes is the allowable uses within any zoning district, affecting 10 or more acres of the district is a Type 1 action. The proposal requests a change of allowable use for approximately 18 acres and is therefore a Type 1 action. A long Environmental Assessment Form (EAF) has been submitted by the applicant and the environmental review process has been initiated by the Building and Planning Department on behalf of the Town Board.

In addition to Chapter 201-14 of the Town of Brighton Code, Section 617.4(6)(i) of the New York State Environmental Quality Review (SEQR) regulations provides that Type 1 actions include “activities, other than the construction of residential facilities, that meet or exceed any of the following thresholds; … a project or action that involves the physical alternation of 10 acres; …” The project site includes two parcels that are approximately 18 acres total. The vast majority of that land will be altered by grading and excavation and thus the area to be altered is clearly more than 10 acres.
Therefore, the project clearly exceeds both a New York State Type 1 threshold and a Town of Brighton Type 1 threshold.

17. Type 1 Actions require coordinated review amongst the involved agencies and the Town Board has declared their intent to be Lead Agency. The Planning Board consents to Town Board being Lead Agency.

18. The provisions of Code Section 225-6(b) require that the Planning Board make a determination concerning the following issues:

(a) Whether the uses permitted by the proposed change would be appropriate in the area concerned.

The use, a recreation and golf entertainment venue, is anticipated to be a regional, if not super-regional destination. Not unlike the Costco immediately to the west of the site. The site under review is bordered by large scale retail structures to the west and medium scale office structures to the east. I-390 dominates the southern edge of the site, although care should given how the site interfaces with the Erie Canal, also to the south of the site. In addition, careful consideration should be given to any impacts to the residential community to the north of the site.

However, in general, given the scale and intensity of surrounding land uses, both in the Town of Brighton and the City of Rochester, the uses permitted by the proposed zoning change are entirely appropriate for the area concerned.

(b) Whether adequate public school facilities and other public facilities and services, including roads, exist or can be reasonably expected to be created to serve the needs of any additional dwellings or other uses likely to be constructed as a result of such change.

Access to the proposed recreation and golf entertainment venue will be through the existing CityGate development to the west. CityGate, is already well served by NYS Route 15A (East Henrietta Road) and Westfall Road, both classified as minor arterials by NYSDOT. In addition, there is nearby access to I-390 via both East Henrietta Road and Mount Hope Avenue/West Henrietta Road.

The nearest transit service is approximately 1,500 feet to the west of the site, at the intersection of East Henrietta Road and Stan Yale Drive. These stops are currently served by RTS routes 17 and 41.

The proposed zoning change is not anticipated to have a significant impact on residential development and therefore is not anticipated to have a significant impact on public schools.

(c) Whether the proposed change is in accord with any existing or proposed plans in the vicinity.
The proposed rezoning to General Commercial District (BF-2) is in accord with the existing development immediately adjacent to the west on the CityGate site and with proposed plans for further development of the CityGate site as are now pending before the City of Rochester.

(d) The effect of the proposed amendment upon the growth of the town as envisioned by the Master Plan.

As noted in item #1 of this document, the proposed zoning change furthers the town’s comprehensive plan (Envision Brighton 2028).

19. If the Town Board decides to move forward with the IZ proposal, the Planning Board looks forward to providing additional project review and comment as part of the site plan review and approval.

Sincerely,

Jason Haremza, AICP
Executive Secretary
Planning Board
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

WHEREAS, on March 8, 2023, the Town Board adopted a resolution granting incentive zoning approval for Quicklee’s 12 Corners at 1950-1966 Monroe Avenue (the “Quicklee’s IZ Resolution”); and

WHEREAS, pursuant to the Quicklee’s IZ Resolution, the Town Board as Lead Agency determined after taking a hard look at the potential environmental impacts of the project and reviewing the Full Environmental Assessment Form and supplemental materials, including the traffic impact study, that the project would not have a significant adverse impact on the environment and adopted the Negative Declaration attached as Schedule E to the resolution (the “Negative Declaration”); and

WHEREAS, Schedule C, Condition 5 of the Quicklee’s IZ Resolution provides that “[t]he details and design of the proposed decorative feature located within the community gathering area at the corner of Monroe Avenue and Elmwood Avenue shall be reviewed and approved by the Town of Brighton Public Works Committee prior to the issuance of any building permits for the project”; and

WHEREAS, the Town Board previously filed correspondence dated December 20, 2023 from Senior Planner Rick DiStefano and correspondence dated December 18, 2023 from Director of Real Estate and Development of Quicklee’s Lou
Terragnolo regarding a request to amend Schedule C, Condition 5 of the Quicklee’s IZ Resolution by requiring the details and design of the proposed decorative feature be reviewed and approved by the Town of Brighton Public Works Committee prior to the issuance of a Certificate of Occupancy (the “Quicklee’s IZ Amendment”), which will allow the project to move forward while a more comprehensive review of the decorative feature is undertaken by the Town; and

WHEREAS, Quicklee’s IZ Amendment does not otherwise propose any changes to the scope of the project, or the incentives or amenities, as previously approved by the Quicklee’s IZ Resolution; and

WHEREAS, the Town Board duly scheduled a public hearing to be held on January 24, 2024 at 7:00 p.m. to consider the Quicklee’s IZ Amendment; and

WHEREAS, such public hearing was duly called and held on January 24, 2024 at 7:00 p.m., and all persons having an interest in the matter have had an opportunity to be heard.

NOW, THEREFORE, on motion of Councilperson ____________________, seconded by Councilperson ____________________,

BE IT RESOLVED, that all written comments provided to the Town at or before the public hearing held on January 24, 2024 regarding the Quicklee’s IZ Amendment be received and filed as part of the record of the hearing; and further

BE IT RESOLVED, that the Town Board hereby determines that the Quicklee’s IZ Amendment does not propose any substantive changes to the project that the Town Board did not previously consider as part of the Negative Declaration such that no further review under the New York State Environmental Quality Review Act is necessary; and further

BE IT RESOLVED, that pursuant to the authority conferred by the Municipal Home Rule Law, Article 16 of the Town Law of the State of New York, and the Comprehensive Development Regulations of the Town of Brighton, that
the Quicklee’s IZ Amendment is hereby approved and Schedule C, Condition 5 of the Quicklee’s IZ Resolution is amended to require that the details and design of the proposed decorative feature be reviewed and approved by the Town of Brighton Public Works Committee prior to the issuance of a Certificate of Occupancy.

Dated: January 24, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
December 20, 2023

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Re: 1950-1966 Monroe Avenue, LLC - Incentive Zoning - Modification of Condition

Honorable Supervisor and Members:

I recommend that your Honorable Body receive and file this communication and the attached letter submitted from Lou Terragnoli, Director of Real Estate and Development for Quicklee’s, dated December 18, 2023.

I also recommend, you consider the request of Quicklee’s to modify condition #5 of the Incentive Zoning approval for properties located at 1950-1966 Monroe Avenue. This condition which requires the details and design of the proposed decorative feature be approved by the Town of Brighton Public Works Committee "prior to the issuance of any building permits" would be modified to "prior to the issuance of a Certificate of Compliance." This will allow the project to move forward while a more comprehensive review of the decorative feature is undertaken.

Respectfully Submitted,

Rick DiStefano, Senior Planner

cc: E. Garcia
    J. Mancuso

attachment
December 18, 2023

Mr. Rick DiStefano  
Senior Planner  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

RE: Quicklees – 12 Corners Brighton, NY

Dear Mr. DiStefano:

As you are aware the Quicklees redevelopment of the site located at 1950-1966 Monroe Avenue has an unanimous incentive zoning approval granted by the Town Board on March 8, 2023.

As part of the incentive zoning approval the redevelopment is to include a “decorative feature” as further described in Schedule C - Condition No. 5. This decorative feature is to be approved by the Town of Brighton Public Works Committee prior to the issuance of the building permit for the project.

To keep the progress of the development moving forward, the intent of this letter is to ask the Town Board to modify this condition to state that the decorative feature must be approved by the Brighton Public Works Committee before the final certificate of occupancy be issued. Currently the incentive proposal states that the decorative feature must be approved before the issuance of a building permit.

We anticipate filing for the building permit by the end of this month.

In addition, we have just recently been made aware of a possible right of way taking at the corner of Monroe and Elmwood, which is in conjunction with the future Monroe Avenue reconstruction project considered by the NYSDOT. The design plans are still in development and have yet to be finalized. This taking must also be taken into consideration regarding the development of the decorative feature.

In another effort to keep the project moving we have designed a decorative feature for the Public Works Committee to review. Please let me know the first opportunity to have this feature reviewed by the committee.
If you have any questions, I may be reached at (716) 228-8860.

Best Regards,

Lou Terragnoli
Director of Real Estate and Development
COMMUNICATIONS
NEW BUSINESS
CLAIMS FOR APPROVAL AT TOWN BOARD MEETING

January 24, 2024

THAT THE CLAIMS NUMBERED 244 THROUGH 510 AS SUMMARIZED BELOW HAVING BEEN
APPROVED BY THE RESPECTIVE DEPARTMENT HEADS AND AUDITED BY THE CHAIR OF THE
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE ARE HEREBY APPROVED FOR PAYMENT.

A - GENERAL

2,126,243.73

D - HIGHWAY

408,524.94

H - CAPITAL

8,008.16

L - LIBRARY

170,358.87

SD - DRAINAGE DISTRICT

64.02

SP - PARKS DISTRICT

1,115.00

SS - SEWER DISTRICT

105,577.28

TOTAL: $2,819,892.00

UPON ROLL CALL

MOTION CARRIED

APPROVED BY:

SUPERVISOR

William W. Moehle

COUNCIL MEMBER

Nathaniel Salzman

Christopher Werner

Robin Wilt

Christine Corrado

TO THE SUPERVISOR:

I CERTIFY THAT THE VOUCHERS LISTED ABOVE WERE AUDITED BY THE CHAIR OF THE FINANCE
AND ADMINISTRATIVE SERVICES COMMITTEE AND APPROVED BY THE TOWN BOARD ON THE
ABOVE DATE AND ALLOWED IN THE AMOUNTS SHOWN. YOU ARE HEREBY AUTHORIZED AND
DIRECTED TO PAY TO EACH OF THE CLAIMANTS THE AMOUNT OPPOSITE HIS NAME.

January 24, 2024

DATE

TOWN CLERK

Daniel Aman
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**BAKER & TAYLOR, INC. Total**: $4,511.57

| 289     | 9749          | BOLAÑOS LOWE, PLLC | 1132 | LEGAL SERVICES - LABOR RELATIONS - DEC 2023 | 1/4/2024 | $3,127.50 | Open |             |

**BOLAÑOS LOWE, PLLC Total**: $3,127.50

| 290     | 10292         | BRIDGE TOWER OPCO, LLC | 745664708 | LEGAL NOTICE - ZONING BOARD OF APPEALS - 1/3/24 | 12/28/2023 | $231.39 | Open |             |
| 291     | 10292         | BRIDGE TOWER OPCO, LLC | 745664345 | LEGAL NOTICE - TOWN & COUNTY TAXES | 1/8/2024 | $101.70 | Open |             |
| 292     | 10292         | BRIDGE TOWER OPCO, LLC | 745664346 | LEGAL NOTICE - QUICKLEES AMENDMENT | 1/8/2024 | $29.65 | Open |             |
| 293     | 10292         | BRIDGE TOWER OPCO, LLC | 745667394 | LEGAL NOTICE - HPC - 1/25/24 | 1/11/2024 | $47.99 | Open |             |
| 294     | 10292         | BRIDGE TOWER OPCO, LLC | 745667395 | LEGAL NOTICE - PB 1/17/24 | 1/11/2024 | $133.14 | Open |             |

**BRIDGE TOWER OPCO, LLC Total**: $543.87

| 295     | 2093          | BRODNER EQUIPMENT, INC. | 434203 | PARTS, VARIOUS | 12/22/2023 | $28.73 | Open |             |

**BRODNER EQUIPMENT, INC. Total**: $28.73

| 296     | 1289          | CDW-G COMPUTER CENTER INC. | NJ37617 | PD Laptop Docks | 11/30/2023 | $849.75 | Open |             |
| 297     | 1289          | CDW-G COMPUTER CENTER INC. | NK85983 | Computer Equipment | 12/5/2023 | $151.96 | Open |             |
| 298     | 1289          | CDW-G COMPUTER CENTER INC. | NP23246 | PANASONIC TOUGHBOOK CAR ADAPTERS | 12/13/2023 | $300.58 | Open |             |
| 299     | 1289          | CDW-G COMPUTER CENTER INC. | NQ12506 | UPS Replacements | 12/15/2023 | $1,241.86 | Open |             |
| 300     | 1289          | CDW-G COMPUTER CENTER INC. | NQ76298 | Bridget Laptop Replacement | 12/18/2023 | $1,241.86 | Open |             |
| 301     | 1289          | CDW-G COMPUTER CENTER INC. | NR81625 | Bridget Laptop Replacement | 12/21/2023 | $62.64 | Open |             |
| 302     | 1289          | CDW-G COMPUTER CENTER INC. | NT83391 | 10Gb SFPs for Switches | 12/29/2023 | $3,403.80 | Open |             |
| 303     | 1289          | CDW-G COMPUTER CENTER INC. | NT88257 | Switch Modernization | 12/29/2023 | $2,563.57 | Open |             |
| 304     | 1289          | CDW-G COMPUTER CENTER INC. | NT88286 | Town Engineer Replacement | 12/29/2023 | $283.25 | Open |             |

**CDW-G COMPUTER CENTER INC. Total**: $10,826.22

| 305     | 9456          | CINTAS CORPORATION #2 | 4178890917 | FLOOR MAT RENTAL - OPS CENTER | 1/3/2024 | $66.21 | Open |             |
| 306     | 9456          | CINTAS CORPORATION #2 | 5191192393 | FIRST AID SUPPLIES | 1/3/2024 | $65.37 | Open |             |

**CINTAS CORPORATION #2 Total**: $131.58

| 307     | 6017          | CIVICPLUS, INC. | 281546 | Annual Rec1 Registration & Facility Processing Fee | 1/1/2024 | $8,126.53 | Open |             |

**CIVICPLUS, INC. Total**: $8,126.53

| 308     | 2468          | PATRICK W. CLUNE | 2024-00000018 | CLUNE, P. CASE ID: TBRIT-001-97 | 1/12/2024 | $800.00 | Paid by EFT #288 | 1/18/2024 |

**PATRICK W. CLUNE Total**: $800.00

| 309     | 7421          | CONTROL SERVICES OF WESTERN NY | 17538 | GATE REPAIR - EMERGENCY | 12/9/2023 | $452.00 | Open |             |

**CONTROL SERVICES OF WESTERN NY Total**: $452.00

| 310     | 62            | CONWAY BEAM TRUCK GROUP | 384370R | HEAVY DUTY MACK TRUCK PARTS | 1/8/2024 | $2,439.10 | Open |             |
| 311     | 62            | CONWAY BEAM TRUCK GROUP | 384428R | HEAVY DUTY MACK TRUCK PARTS | 1/8/2024 | $237.43 | Open |             |
| 312     | 62            | CONWAY BEAM TRUCK GROUP | 384375R | HEAVY DUTY MACK TRUCK PARTS | 1/9/2024 | $1,241.86 | Open |             |
| 313     | 62            | CONWAY BEAM TRUCK GROUP | 384479R | HEAVY DUTY MACK TRUCK PARTS | 1/9/2024 | $32.68 | Open |             |
| 314     | 62            | CONWAY BEAM TRUCK GROUP | 384499R | HEAVY DUTY MACK TRUCK PARTS | 1/9/2024 | $52.27 | Open |             |
| 315     | 62            | CONWAY BEAM TRUCK GROUP | 384504R | HEAVY DUTY MACK TRUCK PARTS | 1/9/2024 | $339.60 | Open |             |

**CONWAY BEAM TRUCK GROUP Total**: $3,924.60
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**HOME DEPOT, THE Total**: $1,081.48

**CLYDE HULL Total**: $2,905.00

**IMMEDIATE MAILING SERVICE, INC. Total**: $2,020.29

**INTELLICORP RECORDS, INC. Total**: $126.90

**INTERSTATE BATTERY SYSTEM OF ROCHESTER Total**: $107.76

**LEWIS GENERAL TIRES, INC. Total**: $843.24

**LIBRARY IDEAS, LLC Total**: $43.96

**MASON TRENCHING CO Total**: $125.00
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**STAPLES BUSINESS ADVANTAGE Total**: $1,022.53

| 475     | 3415         | STRONG MEDICAL GROUP | P1234797070 | GONZALEZ, J. CASE ID: TRBIT-001-03 - 7/12/23 | 1/12/2024 | $56.48 | Open |             |
| 476     | 3415         | STRONG MEDICAL GROUP | P1235405590 | GONZALEZ, J. CASE ID: TRBIT-001-03 - 5/15/23 | 1/12/2024 | $230.23 | Open |             |

**STRONG MEDICAL GROUP Total**: $286.71

| 477     | 10653       | SUPERVACUUM STORE, INC. | 44038 | Library Supplies | 12/20/2023 | $868.95 | Open |             |

**SUPERVACUUM STORE, INC. Total**: $868.95

| 478     | 10296       | THOMAS TAILOR SHOP | 2023-0009 | CATHOLDI | 11/10/2023 | $20.00 | Open |             |

**THOMAS TAILOR SHOP Total**: $20.00

| 479     | 440         | THRU-WAY SPRING, INC. | 191080 | VEHICLE ALIGNMENT - #73 | 1/8/2024 | $150.00 | Open |             |

**THRU-WAY SPRING, INC. Total**: $150.00

| 480     | 10589       | TIUNY HOLDINGS INC. | 108 | BROOKSIDE RENTAL - FEBRUARY 2024 | 1/15/2024 | $17,916.67 | Open |             |

**TIUNY HOLDINGS INC. Total**: $17,916.67

| 481     | 7612        | TOSHIBA BUSINESS SOLUTIONS (USA) INC. | 6175752 | Print Management Services 2023 | 12/8/2023 | $121.40 | Open |             |
| 482     | 7612        | TOSHIBA BUSINESS SOLUTIONS (USA) INC. | 6188967 | 4TH QUARTER 2023 - EXCESS COPY CHARGES | 1/3/2024 | $2,393.84 | Open |             |
| 483     | 7612        | TOSHIBA BUSINESS SOLUTIONS (USA) INC. | 6188967 | JANUARY 2024 - PRINTER LEASES | 1/3/2024 | $1,117.78 | Open |             |

**TOSHIBA BUSINESS SOLUTIONS (USA) INC. Total**: $3,633.02

| 484     | 10664       | JAMES TOURANGEAU | 2023-00000518 | SCAR HEARING DECISION - AWARD OF COSTS | 12/20/2023 | $30.00 | Open |             |

**JAMES TOURANGEAU Total**: $30.00

| 485     | 10144       | U.S. STANDARD SIGN CO. | 37729 | SIGN MAKING SUPPLIES | 12/31/2023 | $1,573.30 | Open |             |

**U.S. STANDARD SIGN CO. Total**: $1,573.30

| 486     | 457         | UNICELL BODY COMPANY | 309346 | PLOW HARNESS KIT | 12/3/2023 | $316.00 | Open |             |

**UNICELL BODY COMPANY Total**: $316.00

| 487     | 6412        | UNIFIRST CORPORATION | 1150187174 | MOP & MAT RENTAL | 12/26/2023 | $59.44 | Open |             |
| 488     | 6412        | UNIFIRST CORPORATION | 1150190123 | MOP & MAT RENTAL | 1/9/2024 | $59.44 | Open |             |

**UNIFIRST CORPORATION Total**: $118.88

| 489     | 459         | UNITED UNIFORMS CO INC | I021-457017 | AGNELLO | 10/11/2023 | $417.47 | Open |             |
| 490     | 459         | UNITED UNIFORMS CO INC | I021-459245 | AGNELLO | 10/4/2024 | $22.00 | Open |             |

**UNITED UNIFORMS CO INC Total**: $439.47

| 491     | 10368       | VERIZON CONNECT NWF INC. | 328000056164 | GPS TRACKING SUBSCRIPTION - JANUARY 2024 | 1/2/2024 | $629.15 | Open |             |

**VERIZON CONNECT NWF INC. Total**: $629.15

| 492     | 3541        | VERIZON WIRELESS | 9953102883 | FLOW METER MONITORING - JANUARY 2024 | 1/1/2024 | $171.71 | Open |             |

**VERIZON WIRELESS Total**: $171.71

| 493     | 8439        | W.B. MASON Co., Inc. | 242935675 | 2023 Supplies Standing Order | 12/1/2023 | $59.51 | Open |             |
| 494     | 8439        | W.B. MASON Co., Inc. | 242957979 | 2023 Supplies Standing Order | 12/4/2023 | $12.80 | Open |             |
| 495     | 8439        | W.B. MASON Co., Inc. | 243022913 | 2023 Supplies Standing Order | 12/5/2023 | $93.38 | Open |             |

**VERIZON WIRELESS Total**: $171.71

**TOWN OF BRIGHTON CLAIMS ABSTRACT FOR 1/24/2024**:

**CLAIM NUMBER 244 THROUGH 510**

Total: $5,472,254.69
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**Grand Total**

$2,819,892.00
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 14, 2024 from Director of Finance Earl Johnson regarding a request to authorize the Supervisor to enter into an agreement with Beazley Group for cyber insurance in an amount not to exceed $15,850 for calendar year 2024, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with Beazley Group for cyber insurance in an amount not to exceed $15,850 for calendar year 2024.

Dated: January 24, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
January 14, 2024

The Honorable Town of Brighton Board
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, New York 14618

Re: Beazley Group 2024 Cyber Insurance Policy

Dear Honorable Town Board:

The Town of Brighton Town Clerk Dan Aman solicited a renewal quote for town 2024 Cyber Insurance from the Beazley Group. The proposal is for the exact same coverage and a 1.5%, or $260, increase in cost to $15,850. It is Dan Aman’s recommendation that we accept this quote for our Cyber Insurance coverage as attached.

We are asking the Town Board to authorize the Town Supervisor to sign the renewal for our 2024 Cyber Insurance pending review by the Town Attorney.

We will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Earl Johnson
Earl Johnson
Director of Finance
BEAZLEY BREACH RESPONSE

QUOTE

QUOTE ISSUED: 08-Jan-2024

ARC Excess & Surplus of New England - Middletown, CT
1125 Middle Street
Suite 202 B
Middletown, CT 06457-1526

RE: Town of Brighton
INSURANCE QUOTE: BEAZLEY BREACH RESPONSE

We are pleased to offer the following quote for the above captioned account.

This quote is through a non-admitted insurance carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

For additional information on this product offering, please access our marketing materials and our Cyber Services.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

Best Regards,

Beazley Group
30 Batterson Park Rd.
Farmington, CT 06032
INSURED: Town of Brighton
This quote will remain in effect until 18-Jan-2024.

<table>
<thead>
<tr>
<th>COVERAGE SCHEDULE (Currency in USD)</th>
<th>LIMITS</th>
<th>OPTION #1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breach Response</strong></td>
<td></td>
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<tr>
<td>Notified Individuals:</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Legal, Forensic &amp; Public Relations/Crisis Mgmt:</td>
<td>$1,000,000</td>
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<tr>
<td><strong>THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY</strong></td>
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<tr>
<td>Policy Aggregate Limit of Liability:</td>
<td>$2,000,000</td>
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<tr>
<td><strong>Additional Breach Response Limit</strong></td>
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<tr>
<td>Additional Breach Response Limit:</td>
<td>$2,000,000</td>
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<tr>
<td><strong>First Party Loss</strong></td>
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<tr>
<td>Business Interruption Loss:</td>
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<tr>
<td>Resulting from Security Breach:</td>
<td>$2,000,000</td>
<td></td>
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<tr>
<td>Resulting from System Failure:</td>
<td>$2,000,000</td>
<td></td>
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<tr>
<td>Dependent Business Loss:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resulting from Dependent Security Breach:</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Resulting from Dependent System Failure:</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Cyber Extortion Loss:</td>
<td>$2,000,000</td>
<td></td>
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<tr>
<td>Data Recovery Costs:</td>
<td>$2,000,000</td>
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<tr>
<td><strong>Liability</strong></td>
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<td>Data &amp; Network Liability:</td>
<td>$2,000,000</td>
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<td>Regulatory Defense &amp; Penalties:</td>
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<td>Payment Card Liabilities &amp; Costs:</td>
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<td>Media Liability:</td>
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<td><strong>eCrime</strong></td>
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<td>Funds Transfer Fraud:</td>
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<td>Telephone Fraud:</td>
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<tr>
<td><strong>Criminal Reward</strong></td>
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<tr>
<td>Criminal Reward:</td>
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<td><strong>RETENTIONS</strong></td>
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<td>OPTION #1</td>
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<tr>
<td><strong>Breach Response</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal, Forensic &amp; Public Relations/Crisis Mgmt:</td>
<td>$25,000; $12,500 for Legal</td>
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<tr>
<td><strong>Each Incident, Claim, or loss:</strong></td>
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<tr>
<td><strong>PREMIUM</strong></td>
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<td>$15,850</td>
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</tbody>
</table>

Terms are subject to NY 3.75% SL Tax and $150 Filing Fee
Subjectivity: a NY TCF and Part C Affidavit to include Three Admitted Market Declinations
INSURED: Town of Brighton
This quote will remain in effect until 18-Jan-2024.

**GENERAL INFORMATION**

**Quote Effective Until:** 18-Jan-2024

**Broker:**
ARC Excess & Surplus of New England - Middletown, CT
1125 Middle Street
Suite 202 B
Middletown, CT 06457-1526

**Named Insured:**
Town of Brighton
2300 Elmwood Ave
Rochester, NY 14618

**Insurer:**
Syndicate 3623 at Lloyd’s. (Non-Admitted)

**POLICY INFORMATION**

**Policy Period:**
From: 18-Jan-2024 
To: 18-Jan-2025
Both at 12:01 a.m. Local Time at the Named Insured Address

**Continuity Date:** 18-Jan-2018

**Optional Extension Period:** 12 Months

**Optional Extension Premium:** 100% of the Annual Policy Premium

**Notified Individuals Threshold:** 100 Notified Individuals

**Waiting Period:** 8 Hours

**Policy Form:** Beazley Breach Response (F00653 112017 ed.) with BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.
**ENDORSEMENTS EFFECTIVE AT INCEPTION**

1. **SCHEDULE**
   - Lloyd's Security Schedule

2. **BSLMUNMA2868**
   - Lloyd's Certificate - No policy language

3. **E14873 062021 ed.**
   - Amend Definition Of Damages Endorsement

4. **E10595 112017 ed.**
   - Asbestos, Pollution, and Contamination Exclusion Endorsement

5. **E11122 012018 ed.**
   - Cap on Losses Arising Out of Certified Acts of Terrorism

6. **E10596 122019 ed.**
   - Choice of Law and Service of Suit
     - Agent For Service: *Lloyd's America, Inc.*, Attention: Legal Dept., 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017
     - Choice of Law: *New York*

7. **E11783 072018 ed.**
   - Computer Hardware Replacement Cost
     - Sublimit: $2,000,000

8. **E10675 012019 ed.**
   - Contingent Bodily Injury With Sublimit Endorsement
     - Sublimit: $250,000

9. **E12968 052019 ed.**
   - CryptoJacking Endorsement
     - Sublimit: $2,000,000
     - Retention: $25,000

10. **E15627 012023 ed.**
    - First Party Loss Exclusion Amending Endorsement

11. **E11848 072018 ed.**
    - Invoice Manipulation Coverage
      - Limit: $100,000
      - Retention: $25,000

12. **NMA1256**
    - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)

13. **E06928 082020 ed.**
    - Policyholder Disclosure Notice of Terrorism Insurance Coverage

14. **NMA1477**
    - Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)

15. **E13038 062019 ed.**
    - Reputation Loss
      - Limit: $2,000,000
      - Retention: $25,000

16. **E02804 032011 ed.**
    - Sanction Limitation and Exclusion Clause

17. **E15626 012023 ed.**
    - War and Cyber War Exclusion

18. **E12604 012019 ed.**
    - Amend Definition of Data

19. **E07594 112017 ed.**
    - Amend Notified Individuals Threshold

20. **E12698 022019 ed.**
    - Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss

21. **E11917 082018 ed.**
    - Amendatory Endorsement
      - Broker Name: ARC
INSURED: Town of Brighton

This quote will remain in effect until 18-Jan-2024.

22. E15628 012023 ed. Catastrophic First Party Loss Amendatory Endorsement
23. E13915 052020 ed. Employee Device Endorsement
24. E10944 032019 ed. Post Breach Remedial Services Endorsement
25. E13372 092019 ed. State Consumer Privacy Statutes Endorsement
Beazley’s Cyber Services

With Beazley’s 360° approach, cyber & tech policyholders have access to a comprehensive set of solutions created to help protect themselves on all fronts from the dangerous world of cyber risks. These solutions include pre-breach and risk management services offered through Beazley Breach Response (BBR) Services.

Resources available:

- Beazley’s current panel of service providers
- Information on the risk management tools and resources included with your policy, including Beazley’s in-house risk management portal, www.beazleybreachsolutions.com
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online
- Online cyber business interruption guide
- Beazley’s 360° approach to ransomware protection
- A listing of cyber security vendors through which Beazley cyber & tech policyholders can benefit from discounted rates for anti-phishing tools and training, email security and identity and access management solutions, cyber risk assessment and testing, and other pre-breach services.

To learn more about Beazley’s cyber services, visit www.beazley.com/cyberservices.
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:

LLOYD’S SECURITY SCHEDULE

Syndicate 3623   100%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.
This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called “Underwriters”) and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

SLC-3 (USA) NMA2868 (24/08/2000) (amended)
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND DEFINITION OF DAMAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 5. of the definition of Damages is deleted in its entirety and replaced with the following:

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any Loss arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any Insured with respect to any Claim or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the Insured or anyone acting under the direction or control of the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number: Syndicate 3623 at Lloyd's. Referred to in this endorsement as either the “Insurer” or the “Underwriters”

**CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

A. If aggregate insured losses attributable to “Certified Acts of Terrorism” exceed $100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding $100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. As used in this endorsement, “Certified Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.

[Signature]

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the “Underwriters”

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that GENERAL CONDITIONS is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters’ failure to pay any amount claimed to be due under this Insurance, the Underwriters will, at the Insured's request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters’ rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters’ representative:

Lloyd’s America, Inc., Attention: Legal Dept., 280 Park Avenue, East Tower, 25th Floor,
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or entity named above is authorized and directed to accept service of process on the Underwriters’ behalf in any such suit and/or upon the Insured’s request to give a written undertaking to the Insured that they will enter a general appearance upon the Underwriters’ behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the Insured’s behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of Extra Expense is deleted in its entirety and replaced with the following:

   Extra Expense means reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; and includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach, provided however that the maximum sublimit applicable to Extra Expense incurred to replace such devices or equipment is USD $2,000,000.

2. Part 2. of the Bodily Injury or Property Damage exclusion is deleted in its entirety and replaced with the following:

   2. physical injury to or destruction of any tangible property, including the loss of use thereof, but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Part 1. of the Bodily Injury or Property Damage exclusion is deleted in its entirety and replaced
   with the following:

   1. Bodily Injury; provided, this exclusion shall not apply to any Claim for Contingent
      Bodily Injury.

2. DEFINITIONS is amended by the addition of:

   Bodily Injury means physical injury, sickness, disease or death of any person, including any
   mental anguish or emotional distress that results from such physical injury, sickness, disease or
   death.

   Contingent Bodily Injury means those Claims wherein the Damages sought by the claimant
   are for Bodily Injury which arise solely out of a Security Breach affecting the Insured
   Organization’s Computer Systems which is otherwise covered under the terms and conditions
   of this Policy; but not if the Insured’s own act, error or omission is the direct immediate cause of
   such Claim for Bodily Injury. Furthermore, this extension of coverage applies only if such Claim
   for Bodily Injury is not covered under any other policy of insurance.

3. The Underwriter’s aggregate limit of liability for all Damages resulting from all Claims covered
   under this Endorsement, made against any Insured(s) based upon, arising out of, directly or
   indirectly resulting from or in consequence of, or in any way involving any Contingent Bodily
   Injury shall be $250,000, which amount shall be part of and not in addition to the Policy
   Aggregate Limit of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

E10675
012019 ed.
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

CRYPTOJACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD $2,000,000.

2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD $25,000.

3. INSURING AGREEMENTS is amended to include:

   Cryptojacking

   To indemnify the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period.

4. DEFINITIONS is amended to include:

   Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet (the “Utilities”); provided, however, that such additional costs for the Utilities are:

   1. incurred pursuant to a written contract between the Insured Organization and the respective utility provider, which was executed before the Cryptojacking first occurred;

   2. billed to the Insured Organization by statements issued by the respective utility provider, which include usage or consumption information;

   3. not charged to the Insured Organization at a flat fee that does not scale with the rate or use of the respective utility; and

   4. incurred pursuant to statements issued by the respective utility provider and due for payment during the Policy Period.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

FIRST PARTY LOSS EXCLUSION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. **EXCLUSIONS** is amended as follows:

   Parts 1. and 3. of the **First Party Loss** exclusion are deleted in their entirety and replaced with the following:

   1. seizure, nationalization, confiscation, or destruction of property or data by official order of any governmental or public authority;

   3. failure, interruption, or malfunction of **Financial Market Infrastructure, Digital and Internet Infrastructure**, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the **Insured Organization’s** direct operational control;

   The above exclusions apply notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. **DEFINITIONS** is amended to include:

   **Digital and Internet Infrastructure** means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2), and **Electronic Communications Network Infrastructure** used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

   **Electronic Communications Network Infrastructure** means:

   1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;

   2. switching or routing equipment; and

   3. other resources, including network elements which are not active,

   which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.

   **Financial Market Infrastructure** means securities exchanges, central counterparty clearing houses, and central securities depositories.
All other terms and conditions of this Policy remain unchanged.

Authorized Representative

[Signature]
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

INVOICE MANIPULATION COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD $100,000.

2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD $25,000.

3. INSURING AGREEMENTS is amended to include:

   Invoice Manipulation

   To indemnify the Insured Organization for Direct Net Loss resulting directly from the Insured Organization’s inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period:

4. DEFINITIONS is amended to include:

   Direct Net Loss means the direct net cost to the Insured Organization to provide goods, products or services to a third party. Direct Net Loss will not include any profit to the Insured Organization as a result of providing such goods, products or services.

   Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

   Payment means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY BREACH RESPONSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

   (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

   (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

   (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or
possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.
POLICYPOLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80%; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is $0.

(LMA 9184 amended)
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the “Underwriters”

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under COVERAGE SCHEDULE is amended to include:
   Reputation Loss: USD $2,000,000

2. Retention listed in the Declarations under COVERAGE SCHEDULE is amended to include:
   Each incident giving rise to Reputation Loss: USD $25,000

3. INSURING AGREEMENTS is amended by the addition of:

   Reputation Loss

   To indemnify the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning:

   1. a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period; or

   2. if this policy is a Renewal, a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the last 90 days of the prior policy period.

4. DEFINITIONS is amended to include:

   Adverse Media Event means:

   1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a Data Breach, Security Breach, or Extortion Threat; or

   2. notification of individuals pursuant to part 4. of the Breach Response Services definition.

Multiple Adverse Media Events arising from the same or a series of related, repeated or continuing Data Breaches, Security Breaches, or Extortion Threats, shall be considered a single Adverse Media Event, and shall be deemed to occur at the time of the first such Adverse Media Event.

Claims Preparation Costs means reasonable and necessary costs that the Named Insured incurs to contract with a third party to prepare a proof of loss demonstrating Reputational Loss.
**Protection Period** means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

**Renewal** means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach**, **Security Breach**, or **Extortion Threat** otherwise covered under this Policy.

**Reputation Loss** means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

**Reputation Loss** will not mean and no coverage will be available under this endorsement for any of the following:

(i) loss arising out of any liability to any third party;
(ii) legal costs or legal expenses of any type;
(iii) loss incurred as a result of unfavorable business conditions;
(iv) loss of market or any other consequential loss;
(v) **Breach Response Services**; or
(vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

**Reputational Loss** and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach**, **Security Breach**, or **Extortion Threat** (including a series of related, repeated or continuing **Data Breaches**, **Security Breaches**, or **Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.
6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to **USD 50,000** of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

[Signature]
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. Referred to in this endorsement as either the “Insurer” or the
“Underwriters”

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or
provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or
provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under
United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union,
United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

WAR AND CYBER WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. EXCLUSIONS is amended to include:

   War and Cyber War

   The coverage under this Policy will not apply to any Loss arising:
   1. directly or indirectly out of War; or
   2. from a Cyber War.

   This exclusion applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. For the purposes of this endorsement only:

   Cyber War means any harmful act, conducted using a Computer System (or series of related, repeated or continuing harmful acts conducted using one or more Computer System), directed against one or more Computer System that is committed by, or at the direction or under the control of, a sovereign state, and which:
   1. is conducted as part of a War; or
   2. causes a major detrimental impact on:
      (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any Essential Service in that other sovereign state; and/or
      (ii) the security or defense of another sovereign state,

   provided however that Cyber War shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i) and/or 2.(ii) above, on a Computer System operated by and either owned by or leased to the Insured Organization or operated by a Dependent Business, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i) and/or 2.(ii) above.

   Computer System means computers, any software residing on such computers, and any associated devices or equipment.

   Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.
**War** means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.

[Signature]

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

AMEND DEFINITION OF DATA

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged, it is hereby understood and agreed that the definition of Data is deleted in its entirety and replaced with the following:

Data means any software or electronic data that exists in Computer Systems.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s. referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMEND NOTIFIED INDIVIDUALS THRESHOLD

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 4. of the definition of Breach Response Services is deleted and replaced with the following:

4. to notify those individuals whose Personally Identifiable Information was potentially impacted by a Data Breach;

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

AMEND OTHER INSURANCE CLAUSE – PRIMARY WITH RESPECT TO BREACH RESPONSE
SERVICES AND FIRST PARTY LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Other
Insurance under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance
available to any Insured unless such other insurance is written only as specific excess insurance
over this Policy; provided that this Policy shall be primary solely with respect to Breach
Response Services, Cyber Extortion Loss and Data Recovery Costs covered under the
Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an Insured shall not affect the Underwriters’
obligations toward an Insured in paying Loss covered under this Policy nor shall it delay
payment of such Loss.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Optional Extension Period and Optional Extension Premium listed in the Declarations under POLICY INFORMATION are deleted in their entirety and replaced with the following:

   Optional Extension Period:           Optional Extension Premium:
   12 Months                           100% of the Annual Policy Premium
   24 Months                           150% of the Annual Policy Premium
   36 Months                           200% of the Annual Policy Premium

2. The Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

   Data Recovery Costs

   Data Recovery Costs that the Insured Organization incurs as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

3. The Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):

   (a) Article 5.1(f), also known as the Security Principle;
   (b) Article 32, Security of Processing;
   (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
   (d) Article 34, Communication of a Personal Data Breach to the Data Subject.

4. The definition of Claim is deleted in its entirety and replaced with the following:

   Claim means:

   1. a written demand received by any Insured for money or services, or any non-monetary or injunctive relief, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a Regulatory Proceeding against any Insured;

3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any Insured to fulfill the Insured Organization's contractual obligation to provide notice of a Data Breach pursuant to a Breach Notice Law;

4. a written request or agreement to toll or waive a statute of limitations relating to a potential Claim described in part 1. above

Multiple Claims arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Claim for the purposes of this Policy. All such Claims will be deemed to have been made at the time of the first such Claim.

5. The definition of Control Group is deleted in its entirety and replaced with the following:

   Control Group means the individuals holding the following positions in the Insured Organization: President, Chief Executive Officer, Chief Financial Officer; General Counsel, Chief Information Officer, Chief Security Officer, Chief Privacy Officer, and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual and any individual who previously held any of the above referenced positions.

6. The definition of Fraudulent Instruction is deleted in its entirety and replaced with the following:

   Fraudulent Instruction means the transfer, payment or delivery of Money or Securities by an Insured as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an Insured through the misrepresentation of a material fact which is relied upon in good faith by such Insured. Fraudulent Instruction will not include loss arising out of:

   1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
   2. any transfer involving a third party who is not a natural person Insured, but had authorized access to the Insured's authentication mechanism;
   3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
   4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
   5. any liability to any third party, or any indirect or consequential loss of any kind;
   6. any legal costs or legal expenses; or
   7. proving or establishing the existence of Fraudulent Instruction.
Part 2. of the definition of **Personally Identifiable Information** is deleted and replaced with the following:

2. an individual’s drivers license or state identification number, social security number, unpublished telephone number, biometric or other data pertaining to an individual, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual’s financial account or medical record information.

The definition of **Security Breach** is deleted in its entirety and replaced with the following:

**Security Breach** means:

1. A failure of computer security to prevent:
   
   (i) **Unauthorized Access or Use** of **Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;

   (ii) a denial of service attack affecting **Computer Systems**;

   (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or

   (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or

2. Solely with respect to the Business Interruption Loss insuring agreement:

   (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, with the Underwriters’ prior consent, but only to the extent necessary to limit the **Loss** resulting from a situation described in 1.(i) or 1.(iv) above; or

   (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

The definition of **Subsidiary** is deleted in its entirety and replaced with the following:

**Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** either (i) owns, directly or indirectly, more than 50% of the outstanding voting securities; or (ii) has the authority pursuant to by laws, charter, or other written agreement to elect, appoint or designate the majority of the board of directors of a corporation, the management committee of a joint venture or partnership, or the management board of a limited liability company (“Management Control”); and

2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
(i) the revenues of such entity do not exceed 20% of the Named Insured’s annual revenues; or

(ii) if the revenues of such entity exceed 20% of the Named Insured’s annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any Claim that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the Named Insured gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the Named Insured has Management Control over an entity.

10. Part 2. of the Trade Practices and Antitrust exclusion is deleted and replaced with the following:

2. coverage for a Data Breach or Security Breach, provided no member of the Control Group knowingly participated or colluded in such Data Breach or Security Breach;

11. Part 2. of the Prior Known Acts & Prior Noticed Claims exclusion is deleted and replaced with the following:

2. any Claim, Loss, incident or circumstance for which notice has been provided and accepted under any prior policy of which this Policy is a renewal or replacement;

12. The Racketeering, Benefit Plans, Employment Liability & Discrimination exclusion is deleted in its entirety and replaced with the following:

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

2. any actual or alleged acts, errors or omissions related to any of the Insured Organization’s pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;

3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or

4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a Data Breach; provided no member of the Control Group knowingly participated or colluded in such Data Breach;

13. The Criminal, Intentional or Fraudulent Acts exclusion is deleted in its entirety and replaced with the following:

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an Insured, or by others if the Insured colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. Claims Expenses incurred in defending any Claim alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person Insured, if such Insured did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such Claim or Loss.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the Control Group will be imputed to the Insured Organization; provided however that any acts, errors, or omissions committed by any person who previously qualified as a Control Group member, but who no is no longer performing any duties on behalf of the Insured Organization when such act, error, or omission occurred, will not be imputed to the Insured Organization.

14. Part 2. of the Other Insureds & Related Entities exclusion is deleted and replaced with the following:

2. any business enterprise in which any member of the Control Group has greater than 15% ownership interest, or made by any parent company or other entity which owns more than 15% of the Named Insured.

15. Notice of Claim or Loss under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

Notice of Claim or Loss

The Insured must notify the Underwriters of any Claim as soon as practicable upon knowledge of the Control Group, but in no event later than: (i) 90 days after the end of the Policy Period; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to Breach Response Services, the Insured must notify the Underwriters of any actual or reasonably suspected Data Breach or Security Breach as soon as practicable after discovery by the Control Group, but in no event later than 90 days after the end of the Policy Period. Notice must be provided to the Breach Response Services Team listed in the Declarations. Notice of an actual or reasonably suspected Data Breach or Security Breach in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a Claim.

With respect to Cyber Extortion Loss, the Named Insured must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an Extortion Threat but no later than 90 days after the end of the Policy Period. The Named Insured must obtain the Underwriters’ consent prior to incurring Cyber Extortion Loss.

With respect to Data Recovery Costs, Business Interruption Loss and Dependent Business Loss the Named Insured must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The Named Insured will provide the Underwriters a proof of Data Recovery Costs, Business Interruption Loss and Dependent Business Loss, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the Named Insured incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the Policy Period.

The Named Insured must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 90 days after the
end of the Policy Period. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any Claim arising out of a Loss that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the Policy Period.

16. Notice of Circumstance under GENERAL CONDITIONS is amended by the addition of:

Notwithstanding anything under Notice of Circumstance to the contrary, if any law enforcement authority expressly prevents the Insured from disclosing to the Underwriters specific information concerning an incident (or reasonably suspected incident) described in parts 1. and 2. of the Data & Network Liability insuring agreement, the notice obligations under Notice of Circumstance shall be waived, provided the Insured:

1. requests permission to share information regarding such incident or reasonably suspected incident with the Underwriters as soon as practicable after receiving such direction from law enforcement authority and is prevented from doing so;

2. withholds only that portion of information it has been restricted from disclosing to the Underwriters, meaning further that the Insured shall notify the Underwriters of an incident or reasonably suspected incident even if any information relating to such notice is unable to be shared with the Underwriters; and

3. the Insured provides notice as required under Notice of Circumstance as soon as legally possible after law enforcement authority permits.

In all instances, the Insured must provide notice no later than one hundred-eighty (180) days after the Policy Period, and unless such incident or suspected incident is reported in accordance with the obligations under Notice of Circumstance, there shall be no coverage in connection with such incident or suspected incident.

17. Defense of Claims under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered Claim:

1. seeking Damages;

2. under the Media Liability insuring agreement, in the form of a civil suit against the Insured seeking injunctive relief for one or more of the acts listed in the definition of Media Liability if such act is committed by or on behalf of the Insured Organization in the course of creating, displaying, broadcasting, disseminating or releasing Media Material to the public; or

3. under the Regulatory Defense and Penalties insuring agreement, in the form of a Regulatory Proceeding.

Defense counsel will be mutually agreed by the Named Insured and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the Named Insured and the Underwriters and will be selected from one of the firms listed in the Information Packet.
The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the Insured Organization at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any Claim, subject to a maximum of $2,000 per day and $100,000 in the aggregate, which amounts will be part of and not in addition to the Policy Aggregate Limit of Liability.

18. Settlement of Claims under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

Settlement of Claims

If the Insured refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such Claim will not exceed:

1. the amount for which the Claim could have been settled, less the remaining Retention, plus the Claims Expenses incurred up to the time of such refusal; plus

2. 70% of any Claims Expenses incurred after the date such settlement or compromise was recommended to the Insured plus 70% of any Damages, Penalties and PCI Fines, Expenses and Costs above the amount for which the Claim could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such Claim.

The Insured may settle any Claim where the Damages, Penalties, PCI Fines, Expenses and Costs and Claims Expenses do not exceed the Retention, provided that the entire Claim is resolved and the Insured obtains a full release on behalf of all Insureds from all claimants.

19. Cancellation under GENERAL CONDITIONS is deleted and replaced with the following:

Cancellation

This Policy may be cancelled by the Named Insured by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be cancelled by the Underwriters due to non-payment of premium by mailing to the Named Insured at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 20 days after the date of notice.

If this Policy is cancelled by the Named Insured, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any Claim, or any circumstance that could reasonably be the basis for a Claim or Loss, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

20. Representation by the Insured under GENERAL CONDITIONS is deleted in its entirety and replaced with the following:

All Insureds agree that the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks
hereunder, in reliance upon the truth thereof; provided, that (i) the knowledge of any natural person Insured shall not be imputed to any other natural person Insured, and (ii) only the knowledge of the Control Group shall be imputed to the Insured Organization.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number: Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

**CATASTROPHIC FIRST PARTY LOSS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The following sections are added to the **COVERAGE SCHEDULE** in the Declarations:

<table>
<thead>
<tr>
<th>Catastrophic First Party Loss</th>
<th>50% of the Policy Aggregate Limit of Liability</th>
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<td>Aggregate Limit of Liability:</td>
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**Catastrophic First Party Loss Sub-Limits:**

<table>
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<th>50% of applicable limit of liability set forth in the First Party Loss section</th>
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<td>Resulting from System Failure:</td>
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<table>
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<tr>
<th>Dependent Business Loss:</th>
<th>50% of applicable limit of liability set forth in the First Party Loss section</th>
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| Cyber Extortion Loss: | 50% of applicable limit of liability set forth in the First Party Loss section |

| Data Recovery Loss: | 50% of applicable limit of liability set forth in the First Party Loss section |

2. **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

**Catastrophic First Party Loss Limits**

All **Business Interruption Loss**, **Dependent Business Loss**, **Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be subject to the applicable sub-limits of liability set forth in the
Catastrophic First Party Loss Sub-Limits section of the COVERAGE SCHEDULE in the Declarations. Such sub-limits are in the aggregate, and are part of, and not in addition to, the applicable limits of liability set forth in the First Party Loss section of the COVERAGE SCHEDULE in the Declarations.

Provided however that the Underwriter’s combined total limit of liability for all Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs that the Insured Organization sustains or incurs as a result of a Catastrophic Cyber Event will be the Catastrophic First Party Loss Aggregate Limit of Liability set forth in the COVERAGE SCHEDULE in the Declarations. Such limit shall be part of, and not in addition to, the Policy Aggregate Limit of Liability.

All Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs that the Insured Organization sustains or incurs that is not as a result of a Catastrophic Cyber Event will remain subject to the limits of liability set forth in the First Party Loss section of the COVERAGE SCHEDULE in the Declarations.

3. DEFINITIONS is amended to include:

Affiliate means any entity directly or indirectly controlled by, or under common control with, a Scheduled Cloud Service Provider (or any successor of such entity).

Application Program means any computer software program that performs a particular function or task within the Computer Operating System for the end-user, including but not limited to database programs, web browsers, enterprise software, word processors, graphics software and media players.


Cloud Services Provider Event means a single partial or complete failure, interruption or malfunction of (or series of related, repeated or continuing partial or complete failures, interruptions or malfunctions of) cloud services provided by a Scheduled Cloud Service Provider that exceeds 72 consecutive hours.

Computer Operating System means computer system software that manages or administers computer hardware, software resources, or provides common services to run an Application Program. For the avoidance of doubt, Computer Operating System shall not mean Application Program.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

Operating System Event means a single act of exploitation of (or series of related, repeated or continuing acts of exploitation of) software vulnerabilities in a Computer Operating System, including but not limited to ransomware, wiper malware, computer worms, and computer viruses, which causes a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any Essential Service in that sovereign state.

Scheduled Cloud Service Provider means Amazon Web Services, Inc., Microsoft Corporation, Google LLC, or International Business Machines Corporation (or any successor of any of the foregoing) and any Affiliate of any of the foregoing that provides cloud services.
4. **GENERAL CONDITIONS** is amended to include:

**FIRST PARTY LOSS ADJUSTMENT**

The Underwriters may rely on any available evidence which is reasonable in determining whether any **Business Interruption Loss, Dependent Business Interruption Loss, Cyber Extortion Loss** and/or **Data Recovery Costs** arises from a **Catastrophic Cyber Event** or not. Such available evidence may include information from governments, computer forensics experts, or any other credible sources as to the nature, circumstances, or causes of the event. The Underwriters may also rely on available evidence gathered from any proof of loss provided by the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

[Signature]

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the
“Underwriters”

EMPLOYEE DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the
definition of Computer Systems is amended to include computers, any software residing on such
computers and any associated devices or equipment (including but not limited to wireless or mobile
devices), operated by any person listed in parts 2., 3. or 4. of the Insured definition, but only for work
done while acting within the scope of his or her employment and related to the conduct of the Insured
Organization’s business.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd’s, referred to in this endorsement as either the “Insurer” or the
“Underwriters”

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following
a covered Data Breach or Security Breach involving the actual Unauthorized Access or Use of the
Insured Organization’s Computer Systems, the Insured Organization is eligible to receive Post
Breach Remedial Services.

Post Breach Remedial Services means up to 100 hours per Policy Period of post-breach computer
security consultation and remedial services to be provided by Lodestone Security (“Lodestone”). Such
services will be provided at the Insured Organization’s request as per the description of services
attached to this endorsement. Post Breach Remedial Services will be considered Breach Response
Services, and will be available in response to incidents in which forensic services and costs covered
under parts 2. and 3. of the definition of Breach Response Services have been provided, subject to the
applicable Retention. Post Breach Remedial Services will not include any costs to purchase or upgrade
any hardware or software.

To access Post Breach Remedial Services, the Insured Organization must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Lodestone to receive such services,

within sixty (60) days following a determination of the actual Unauthorized Access or Use of the
Insured Organization’s Computer Systems.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative
Effective date of this Endorsement: 18-Jan-2024
This Endorsement is attached to and forms a part of Policy Number:
Syndicate 3623 at Lloyd's. referred to in this endorsement as either the “Insurer” or the “Underwriters”

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

   State Consumer Privacy Statutes

   To pay Penalties and Claims Expenses which the Insured is legally obligated to pay because of any Regulatory Proceeding first made against any Insured during the Policy Period for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the Insured Organization's collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of Claim is amended to include institution of a Regulatory Proceeding against any Insured under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the Insured Organization's collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

3. The Governmental Actions exclusion and part 1. of the Gathering or Distribution of Information exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.

4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the Trade Practices and Antitrust exclusion is deleted in its entirety and replaced with the following:

   Trade Practices

   any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the Control Group participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

   Antitrust

   any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;
All other terms and conditions of this Policy remain unchanged.

Authorized Representative
# BEAZLEY BREACH RESPONSE

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BEAZLEY BREACH RESPONSE

THIS POLICY’S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the Named Insured purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the Named Insured, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Breach Response

To provide Breach Response Services to the Insured Organization because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

First Party Loss

To indemnify the Insured Organization for:

Business Interruption Loss

Business Interruption Loss that the Insured Organization sustains as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss

Dependent Business Loss that the Insured Organization sustains as a result of a Dependent Security Breach or a Dependent System Failure that the Insured first discovers during the Policy Period.

Cyber Extortion Loss

Cyber Extortion Loss that the Insured Organization incurs as a result of an Extortion Threat first made against the Insured Organization during the Policy Period.

Data Recovery Costs

Data Recovery Costs that the Insured Organization incurs as a direct result of a Security Breach that the Insured first discovers during the Policy Period.
Liability

Data & Network Liability

To pay *Damages* and *Claims Expenses*, which the *Insured* is legally obligated to pay because of any *Claim* first made against any *Insured* during the *Policy Period* for:

1. a Data Breach;
2. a Security Breach;
3. the Insured Organization’s failure to timely disclose a Data Breach or Security Breach;
4. failure by the Insured to comply with that part of a Privacy Policy that specifically:
   (a) prohibits or restricts the Insured Organization’s disclosure, sharing or selling of Personally Identifiable Information;
   (b) requires the Insured Organization to provide an individual access to Personally Identifiable Information or to correct incomplete or inaccurate Personally Identifiable Information after a request is made; or
   (c) mandates procedures and requirements to prevent the loss of Personally Identifiable Information;

provided the Insured Organization has in force, at the time of such failure, a Privacy Policy that addresses those subsections above that are relevant to such Claim.

Regulatory Defense & Penalties

To pay *Penalties* and *Claims Expenses*, which the *Insured* is legally obligated to pay because of a Regulatory Proceeding first made against any *Insured* during the *Policy Period* for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs

To indemnify the Insured Organization for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability

To pay *Damages* and *Claims Expenses*, which the *Insured* is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

eCrime

To indemnify the Insured Organization for any direct financial loss sustained resulting from:

1. Fraudulent Instruction;
2. Funds Transfer Fraud; or

3. Telephone Fraud;

that the Insured first discovers during the Policy Period.

Criminal Reward

To indemnify the Insured Organization for Criminal Reward Funds.

DEFINITIONS

Additional Insured means any person or entity that the Insured Organization has agreed in writing to add as an Additional Insured under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the Insured Organization would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such Claim been made against the Insured Organization.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. Breach Notice Law also includes any statute or regulation requiring notice of a Data Breach to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs in response to an actual or reasonably suspected Data Breach or Security Breach:

1. for an attorney to provide necessary legal advice to the Insured Organization to evaluate its obligations pursuant to Breach Notice Laws or a Merchant Services Agreement and in connection with providing the Breach Response Services described below;

2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected Data Breach, and if such Data Breach is actively in progress on the Insured Organization’s Computer Systems, to assist in containing it;

3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected Data Breach involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the Insured Organization’s PCI compliance, as required by a Merchant Services Agreement;

4. to notify those individuals whose Personally Identifiable Information was potentially impacted by a Data Breach exceeding the Notified Individuals Threshold;

5. to provide a call center to respond to inquiries about a Data Breach that exceeds the Notified Individuals Threshold;

6. to provide a credit monitoring, identity monitoring or other solution listed in the Information Packet to individuals whose Personally Identifiable Information was potentially impacted by a Data Breach exceeding the Notified Individuals Threshold; and
7. public relations and crisis management costs directly related to mitigating harm to the Insured Organization which are approved in advance by the Underwriters in their discretion.

Breach Response Services will be provided by providers listed in the Information Packet, will be subject to the terms and conditions of this Policy and the Information Packet, and will not include any internal salary or overhead expenses of the Insured Organization. Breach Response Services also includes assistance from the BBR Services Team and access to Education and Loss Prevention Tools.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the Period of Restoration as a result of the actual interruption of the Insured Organization's business operations caused by a Security Breach or System Failure. Coverage for Business Interruption Loss will apply only after the Waiting Period has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) Dependent Business Loss; or (vi) Data Recovery Costs.

Claim means:

1. a written demand received by any Insured for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a Regulatory Proceeding against any Insured; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any Insured to fulfill the Insured Organization's contractual obligation to provide notice of a Data Breach pursuant to a Breach Notice Law;

Multiple Claims arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Claim for the purposes of this Policy. All such Claims will be deemed to have been made at the time of the first such Claim.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a Claim, if incurred by the Underwriters, or by the Insured with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any Claim against an Insured; provided the Underwriters will have no obligation to appeal or to obtain bonds.
**Claims Expenses** will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

**Continuity Date** means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

**Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

**Criminal Reward Funds** means any amount offered and paid by the **Insured Organization** with the Underwriters’ prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. **All Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

**Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters’ prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters’ prior written consent to prevent or respond to an **Extortion Threat**.

**Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;

6. discounts, coupons, prizes, awards or other incentives offered to the Insured's customers or clients;

7. liquidated damages, but only to the extent that such damages exceed the amount for which the Insured would have been liable in the absence of such liquidated damages agreement;

8. fines, costs or other amounts an Insured is responsible to pay under a Merchant Services Agreement; or

9. any amounts for which the Insured is not liable, or for which there is no legal recourse against the Insured.

Data means any software or electronic data that exists in Computer Systems and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information that is in the care, custody or control of the Insured Organization or a third party for whose theft, loss or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information the Insured Organization is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the Insured Organization to regain access to, replace, or restore Data, or if Data cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the Insured Organization to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to Data, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of Data; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) Cyber Extortion Loss.

Dependent Business means any entity that is not a part of the Insured Organization but which provides necessary products or services to the Insured Organization pursuant to a written contract.

Dependent Business Loss means:

1. Income Loss; and

2. Extra Expense;

actually sustained during the Period of Restoration as a result of an actual interruption of the Insured Organization's business operations caused by a Dependent Security Breach or Dependent System Failure. Coverage for Dependent Business Loss will apply only after the Waiting Period has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) Business Interruption Loss; or (vi) Data Recovery Costs.
**Dependent Security Breach** means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

**Dependent System Failure** means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

**Dependent System Failure** will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

**Digital Currency** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

**Education and Loss Prevention Tools** means information and services made available by the Underwriters from time to time and includes access to beazleybreachsolutions.com, a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

**Extortion Payment** means **Money, Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

**Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use** of **Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred.

**Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.
**Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

**Fraudulent Instruction** means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

**Fraudulent Instruction** will not include loss arising out of:

1. fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;

2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;

3. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;

4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;

5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;

6. any liability to any third party, or any indirect or consequential loss of any kind;

7. any legal costs or legal expenses; or

8. proving or establishing the existence of **Fraudulent Instruction**.

**Funds Transfer Fraud** means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

**Funds Transfer Fraud** will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;

2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;

3. any indirect or consequential loss of any kind;

4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;

5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;

7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;

8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or

9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

**Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and

2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

**Individual Contractor** means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

**Insured** means:

1. the **Insured Organization**;

2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;

3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization**'s business;

4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;

5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;

6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;

7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured**'s death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any Insured, but solely by reason of any act, error or omission of an Insured other than such spouse or domestic partner.

**Insured Organization** means the Named Insured and any Subsidiaries.

**Loss** means Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple Losses arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Loss for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a Loss or multiple Losses in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

**Media Liability** means one or more of the following acts committed by, or on behalf of, the Insured Organization in the course of creating, displaying, broadcasting, disseminating or releasing Media Material to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;

2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;

3. invasion or interference with an individual’s right of publicity, including commercial appropriation of name, persona, voice or likeness;

4. plagiarism, piracy, or misappropriation of ideas under implied contract;

5. infringement of copyright;

6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;

7. improper deep-linking or framing;

8. false arrest, detention or imprisonment;

9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or

10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

**Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such Media Material.
**Merchant Services Agreement** means any agreement between an Insured and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an Insured to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the Named Insured listed in the Declarations.

**Notified Individuals Threshold** means the number of individual persons listed in the Declarations.

**PCI Fines, Expenses and Costs** means the monetary amount owed by the Insured Organization under the terms of a Merchant Services Agreement as a direct result of a suspected Data Breach. With the prior consent of the Underwriters, PCI Fines, Expenses and Costs includes reasonable and necessary legal costs and expenses incurred by the Insured Organization to appeal or negotiate an assessment of such monetary amount. PCI Fines, Expenses and Costs will not include any charge backs, interchange fees, discount fees or other fees unrelated to a Data Breach.

**Penalties** means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a Regulatory Proceeding; and

2. amounts which the Insured is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a Regulatory Proceeding (including such amounts required to be paid into a “Consumer Redress Fund”);

but will not include: (a) costs to remediate or improve Computer Systems; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of Personally Identifiable Information or other information.

The insurability of Penalties will be in accordance with the law in the applicable venue that most favors coverage for such Penalties.

**Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the Insured Organization's business operations.

**Personally Identifiable Information** means:

1. any information concerning an individual that is defined as personal information under any Breach Notice Law; and

2. an individual’s drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual’s financial account or medical record information.

but will not include information that is lawfully made available to the general public.
Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

Privacy Policy means the Insured Organization’s public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to Personally Identifiable Information.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either Money or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. Unauthorized Access or Use of Computer Systems, including Unauthorized Access or Use resulting from the theft of a password from a Computer System or from any Insured;

2. a denial of service attack affecting Computer Systems;

3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an Insured; or

4. infection of Computer Systems by malicious code or transmission of malicious code from Computer Systems.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the Named Insured owns, directly or indirectly, more than 50% of the outstanding voting securities (“Management Control”); and

2. which the Named Insured acquires Management Control after the inception date of this Policy; provided that:

   (i) the revenues of such entity do not exceed 15% of the Named Insured's annual revenues; or

   (ii) if the revenues of such entity exceed 15% of the Named Insured's annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any Claim that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the Named Insured gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the Named Insured has Management Control over an entity.
System Failure means an unintentional and unplanned interruption of Computer Systems. System Failure will not include any interruption of computer systems resulting from (i) a Security Breach, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the Insured Organization’s telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the Insured Organization at a Financial Institution from which the Insured Organization can initiate the transfer, payment or delivery of Money or Securities.

Unauthorized Access or Use means the gaining of access to or use of Computer Systems by an unauthorized person(s) or the use of Computer Systems in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the Insured Organization and is without knowledge of, consent or acquiescence of any member of the Control Group.

Waiting Period means the period of time that begins upon the actual interruption of the Insured Organization’s business operations caused by a Security Breach, System Failure, Dependent Security Breach or Dependent System Failure, and ends after the elapse of the number of hours listed as the Waiting Period in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any Loss arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or

2. coverage for a Data Breach or Security Breach, provided no member of the Control Group participated or colluded in such Data Breach or Security Breach;

Gathering or Distribution of Information
1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or

2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

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**Prior Known Acts & Prior Noticed Claims**

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;

2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

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**Racketeering, Benefit Plans, Employment Liability & Discrimination**

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;

3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or

4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

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**Sale or Ownership of Securities & Violation of Securities Laws**

1 the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or

2 an actual or alleged violation of a securities law or regulation;

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**Criminal, Intentional or Fraudulent Acts**

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person Insured, if such Insured did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such Claim or Loss.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the Control Group will be imputed to the Insured Organization;

**Patent, Software Copyright, Misappropriation of Information**

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or Unauthorized Access or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the Insured Organization; or
3. use or misappropriation of any ideas, trade secrets or Third Party Information (i) by, or on behalf of, the Insured Organization, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group;

**Governmental Actions**

a Claim brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity’s regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

**Other Insureds & Related Enterprises**

a Claim made by or on behalf of:

1. any Insured; but this exclusion will not apply to a Claim made by an individual that is not a member of the Control Group under the Data & Network Liability insuring agreement, or a Claim made by an Additional Insured; or
2. any business enterprise in which any Insured has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the Named Insured;

**Trading Losses, Loss of Money & Discounts**

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the Insured or others in the care, custody or control of the Insured Organization;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the Insured which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;
Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a Claim for misappropriation of ideas under implied contract;

2. the actual or alleged obligation to make licensing fee or royalty payments;

3. any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any Media Material or any other information, content or media, including any media or products containing such Media Material, information, content or media;

4. any Claim brought by or on behalf of any intellectual property licensing bodies or organizations;

5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;

6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

7. any Claim made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in Media Material or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;

2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat;

3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or

4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.
LIMIT OF LIABILITY AND COVERAGE

Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the “Policy Aggregate Limit of Liability”) is the Underwriters’ combined total limit of liability for all Loss, other than Breach Response Services, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the Policy Aggregate Limit of Liability unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the Policy Aggregate Limit of Liability.

All Dependent Business Loss payable under this Policy is part of and not in addition to the Business Interruption Loss limit listed in the Declarations.

The Underwriters will not be obligated to pay any Damages, Penalties, PCI Fines, Expenses and Costs or Claims Expenses, or to defend any Claim, after the Policy Aggregate Limit of Liability has been exhausted, or after deposit of the Policy Aggregate Limit of Liability in a court of competent jurisdiction.

Breach Response Limits

Coverage for Breach Response Services under this Policy is in addition to the Policy Aggregate Limit of Liability.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide Breach Response Services.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of Breach Response Services.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any Breach Response Services after the number of individuals to whom services are provided under part 4. of the definition of Breach Response Services reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the Insured will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the Information Packet.

Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of Breach Response Services are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or
2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of Breach Response Services provided to the Insured Organization exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such Breach Response Services up to an amount equal to the Policy Aggregate Limit of Liability (the “Additional Breach Response Limit”).

The Additional Breach Response Limit is part of, and not in addition to, the Policy Aggregate Limit of Liability and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the Additional Breach Response Limit, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss. The Retention will be satisfied by monetary payments by the Named Insured of covered Loss under each insuring agreement. If any Loss arising out of an incident or Claim is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such Loss, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for Breach Response Services listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of Breach Response Services. The Retention will be satisfied by monetary payments by the Named Insured for such services and costs.

Coverage for Business Interruption Loss and Dependent Business Loss will apply after the Waiting Period has elapsed and the Underwriters will then indemnify the Named Insured for all Business Interruption Loss and Dependent Business Loss sustained during the Period of Restoration in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any Loss under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the Named Insured will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to Claims first made against any Insured during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the Policy Period. In order for the Named Insured to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the Policy Aggregate Limit of Liability or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the Named Insured terminates the Optional Extension Period for any reason prior to its natural expiration, the
Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

**GENERAL CONDITIONS**

**Notice of Claim or Loss**

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters’ consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

**Notice of Circumstance**

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the
contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the Policy Period. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a Claim;

2. the injury or damage which may result or has resulted from the circumstance; and

3. the facts by which the Insured first became aware of the act, error, omission or event.

Any subsequent Claim made against the Insured arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the Policy Period.

**Defense of Claims**

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered Claim or Regulatory Proceeding. Defense counsel will be mutually agreed by the Named Insured and the Underwriters but, in the absence of such agreement, the Underwriters’ decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the Named Insured and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the Insured Organization at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any Claim, subject to a maximum of $2,000 per day and $100,000 in the aggregate, which amounts will be part of and not in addition to the Policy Aggregate Limit of Liability.

**Settlement of Claims**

If the Insured refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such Claim will not exceed:

1. the amount for which the Claim could have been settled, less the remaining Retention, plus the Claims Expenses incurred up to the time of such refusal; plus

2. sixty percent (60%) of any Claims Expenses incurred after the date such settlement or compromise was recommended to the Insured plus sixty percent (60%) of any Damages, Penalties and PCI Fines, Expenses and Costs above the amount for which the Claim could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such Claim.

The Insured may settle any Claim where the Damages, Penalties, PCI Fines, Expenses and Costs and Claims Expenses do not exceed the Retention, provided that the entire Claim is resolved and the Insured obtains a full release on behalf of all Insureds from all claimants.

**Assistance and Cooperation**
The Underwriters will have the right to make any investigation they deem necessary, and the Insured will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The Insured will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The Insured agrees not to take any action which in any way increases the Underwriters’ exposure under this Policy. Expenses incurred by the Insured in assisting and cooperating with the Underwriters do not constitute Claims Expenses under the Policy.

The Insured will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any Claim without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a Breach Notice Law will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the Insured’s rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The Insured will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a Claim or Loss to prejudice such rights. If the Insured has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a Claim or Loss has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to Loss paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the Named Insured.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any Insured unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters’ representatives unless and until, as a condition precedent thereto, the Insured has fully complied with all provisions, terms and conditions of this Policy and the amount of the Insured’s obligation to pay has been finally determined either by judgment or award against the Insured after trial, regulatory proceeding, arbitration or by written agreement of the Insured, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor will the Underwriters be impleaded by the Insured or the Insured's legal representative.

The Insured’s bankruptcy or insolvency of the Insured’s estate will not relieve the Underwriters of their obligations hereunder.

Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the Breach Response Services, or if a provider is unable to or does not provide Breach Response Services, the Underwriters will make reasonable
efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all Breach Response Services, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the Policy Period, which amount will be in addition to the Policy Aggregate Limit of Liability. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

Entire Agreement

By acceptance of the Policy, all Insureds agree that this Policy embodies all agreements between the Underwriters and the Insured relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the Policy Period the Named Insured consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the Policy Period, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other Claim or Loss unless the Named Insured provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the Named Insured has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any Insured is not assignable. If the Insured dies or is adjudged incompetent, such insurance will cover the Insured's legal representative as if such representative were the Insured, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be canceled by the Named Insured by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the Named Insured at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any Claim, or any circumstance that could reasonably be the basis for a Claim or Loss, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.
Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Representation by the Insured

All Insureds agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The Named Insured will be considered the agent of all Insureds, and will act on behalf of all Insureds with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The Named Insured is responsible for the payment of all premiums and Retentions and for receiving any return premiums.
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 13, 2024 from Director of Finance Earl Johnson regarding a request to authorize the Supervisor to execute a contract with Sirness Vending Services to provide vending services at mutually agreed upon locations for a two-year term with the option of two additional, one-year terms, effective nunc pro tunc January 12, 2024 to January 12, 2026, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a contract with Sirness Vending Services to provide vending services at mutually agreed upon locations for a two-year term with the option of two additional, one-year terms, effective nunc pro tunc January 12, 2024 to January 12, 2026, subject to the review and approval of the form of the contract by the attorney to the Town.

Dated: January 24, 2024

William W. Moehle, Supervisor     Voting     ___
Christopher K. Werner, Councilmember        Voting     ___
Robin R. Wilt, Councilmember              Voting     ___
Christine E. Corrado, Councilmember        Voting     ___
Nathaniel V. Salzman, Councilmember        Voting     ___
January 13, 2024

The Honorable Town of Brighton Board
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, New York 14618

Re: 2024-2025 Sirness Vending Agreement

Dear Honorable Town Board:

The Town of Brighton has had a two-year contract with Sirness Vending Services to provide vending services as requested at mutually agreed upon town locations in exchange for a $350 annual payment made to the town. With the contract expiring, Sirness Vending Services has provided a new agreement for 2024-2025 in exchange for a $400 payment to the town annually. This agreement may be extended for two one-year periods upon written agreement of each party.

I am asking the Town Board to authorize the Town Supervisor to execute these documents with Sirness Vending Services pending review by the Town Attorney.

I will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Earl Johnson
Earl Johnson
Director of Finance
STANDARD SERVICE AGREEMENT

This Agreement is made on 12/20/2023 between SIRNESS VENDING SERVICES, located at 3595 Buffalo Road, Rochester, NY 14624, and TOWN OF BRIGHTON, whose facilities are located at 2300 Elmwood Ave, Rochester, NY 14618, 220 Idlewood Road, Rochester, NY 14618, and 1941 Elmwood Ave Rochester, NY 14620.

Each Party agrees to the terms set forth below:
Customer does hereby grant SIRNESS VENDING SERVICES exclusive rights to sell and provide coffee, food, beverages, snacks, fruit, ice cream, and related items in automated vending machines and/or micro markets in all mutually agreed upon locations. The term of this agreement shall be for 24 months, commencing on 01/12/2024. This agreement shall continue on a month-to-month basis after conclusion of the above stated term, unless notice to terminate is given. This agreement may be renewed for two one-year-terms, upon written agreement of Each Party.

Town of Brighton will receive $400.00 annually.

SIRNESS VENDING SERVICES at its sole expense agrees to provide the following:
- Install vending, micro market, and coffee equipment at mutually-agreed-upon locations within Customers facilities.
- Repair and Maintenance of Provided Equipment
- Workers’ Compensation and Liability Insurance covering equipment, vehicles, and property.
- Quarterly reporting indicating sales and marketing data for each segment of the operations.

CUSTOMER is to provide adequate space, all necessary utilities, and reasonable access to its premises for Sirius Employees as necessary for the operation and maintenance of Provided Equipment.

Termination of this agreement may be made by either party upon sixty days’ written notice via registered mail under the following conditions: Customer’s right to terminate shall only be exercised in the event that Sirius Vending Services has not fulfilled its obligation to provider proper service and equipment maintenance. Written notification of said failure, with thirty days to correct any deficiency must be given, and if Sirius Vending Services has not made reasonably satisfactory corrections within this time period, termination notice may be served. Sirius Vending Services may terminate with sixty days’ notice in the event these services prove to be unprofitable.

If Sirius Vending Services is required to hire an attorney to enforce its rights under this Agreement and should it be successful in whole or in part, Customer shall be responsible for all of Sirius Vending Service’s reasonable legal fees and disbursement.

This agreement shall be construed and legal relationships between the parties thereto, shall be determined in accordance with the laws of the State of New York. Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

FOR:  
______________________________  FOR:  SIRNESS VENDING SERVICES, INC.
______________________________ (signature)  ________________________ (signature)
______________________________ (print name)  ________________________ (print name)
______________________________ (title)  ________________________ (title)
______________________________ (date)  ________________________ (date)
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 5, 2024 from Director of Finance Earl Johnson regarding a request to authorize the Supervisor to execute an engagement letter with Mengel Metzger Barr & Co., LLP for a total cost not to exceed $31,850 for the 2023 Town Audit and special review services, and $33,125 for the 2024 Town Audit and special review services, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an engagement letter with Mengel Metzger Barr & Co., LLP for a total cost not to exceed $31,850 for the 2023 Town Audit and special review services, and $33,125 for the 2024 Town Audit and special review services.

Dated: January 24, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
January 5, 2024

The Honorable Town of Brighton Board
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, New York 14618

Re: 2023 Annual Audit Fees
Mengel Metzger Barr & Co., LLP

Dear Honorable Town Board:

Currently, the Town Board has held an Engagement Letter for Accounting Services with Mengel Metzger Barr & Co. Last year their fees increased 5.8% and our initial quote for 2023 services was for an increase of 8.0%. After negotiation, MMB offered a two-year agreement with increases of 4.0% for 2023 and 4.0% for 2024 per the schedules below:

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<th>2nd Quote</th>
<th>2nd Quote</th>
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</table>

Therefore, I request the Town Board approve the second of the two agreements for services of the 2023 & 2024 years and that the Supervisor be authorized to sign the associated engagement letters with the lower fee increases of 4.0% for 2023 and 4.0% for 2024 audit services.

I will be happy to respond to any questions that members of the Committee or other members of the Town Board may have regarding this matter.

Sincerely,

Earl Johnson
Earl Johnson
Director of Finance
TOWN OF BRIGHTON
NEW YORK

ENGAGEMENT LETTER

For Years Ended December 31, 2023 and 2024
January 5, 2024

Mr. Earl Johnson, Director of Finance  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Dear Mr. Johnson:

The following represents our understanding of the services we will provide the Town of Brighton, New York (the Town).

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2023 and 2024, and for the years then ended and the related notes, which collectively comprise the Town’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information such as management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in the Town’s Total OPEB Liability and Related Ratio (GASB 75) (Unaudited)
Supplementary information other than RSI will accompany the Town’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Balance Sheet – Nonmajor Governmental Funds
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town’s ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.
Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
  i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  ii. Additional information that we may request from management for the purpose of the audit;
  iii. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
- For including the auditor’s report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the Town complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.
As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

**Nonattest Services**

With respect to any nonattest services we perform:

- We will assist in preparing the financial statements of the Town in conformity with U.S. generally accepted accounting principles based on information provided by and approved by you.

- We will data enter the Town Annual Financial Report - Update Document for the years ended December 31, 2023 and 2024 based on the trial balance and budget status reports provided by you. This report will be completed for the Town, for filing with the New York State Department of Audit and Control. If circumstances exist which would preclude the timely filing of this report, you would be notified immediately.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- This engagement is limited to applicable professional services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to tax positions taken in the preparation of the tax return, but the Town must make all decisions with regard to those matters.

- Our work in connection with the preparation of the annual update document does not include any procedures designed to discover defalcations or other fraud, should any exist. You have the final responsibility for the information returns. Therefore, you should review them carefully before filing.

**Reporting**

We will issue a written report upon completion of our audit of the Town’s basic financial statements. Our report will be addressed to *appropriate addressee, e.g., governing body* of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor’s report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report to those charged with governance and an advisory comment letter, (if applicable), upon completion of our audit.
Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In the event we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate, incomplete, or misleading information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you or your personnel and/or store data through e-mail, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. Electronic data that is confidential may be transmitted and/or stored using these methods, and you authorize us to do so. Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communication and/or data. All confidential, proprietary, and personally-identifiable information should be transmitted through secure means which we have available. Information transmitted to you through our secure Engagement Organizer may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.
Our fees to complete the above services for the Town of Brighton as of December 31, 2023 and 2024 will be computed at our regular per diem rates, plus travel and other out-of-pocket costs as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Audit</td>
<td>$22,700</td>
<td>$23,600</td>
</tr>
<tr>
<td>Annual Financial Report-Update Document</td>
<td>1,550</td>
<td>1,600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$24,250</strong></td>
<td><strong>$25,200</strong></td>
</tr>
</tbody>
</table>

There will be an additional charge associated with meeting with your Board (if requested) that will be billed at $395 for each meeting.

Mr. Michael DeBadts is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Mengel Metzger Barr & Co., LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Government Auditing standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed non-audit services.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor’s report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the Town’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.
The audit documentation for this engagement is the property of Mengel Metzger Barr & Co., LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agent pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel Metzger Barr & Co., LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agent. The regulatory agent may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our current hourly rates will be as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$350</td>
</tr>
<tr>
<td>Director</td>
<td>$250</td>
</tr>
<tr>
<td>Manager</td>
<td>$200-245</td>
</tr>
<tr>
<td>Supervisory Staff</td>
<td>$185</td>
</tr>
<tr>
<td>Staff</td>
<td>$110-150</td>
</tr>
</tbody>
</table>

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Mengel Metzger Barr & Co., LLP

Michael DeBadts, CPA, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Brighton, New York by:

Signature: _________________________________________________________________

Title: _____________________________________________________________________

Date: _____________________________________________________________________
Report on the Firm’s System of Quality Control

September 17, 2021

To The Partners of Mengel, Metzger, Barr & Co., LLP and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency or fail. Mengel, Metzger, Barr & Co., LLP has received a peer review rating of pass.

Henderson Hutcherson
& McCullough PLLC

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125
AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA
TOWN OF BRIGHTON

NEW YORK

PROPOSAL FOR AGREED-UPON PROCEDURES

DECEMBER 31, 2023 and 2024
January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures to the Town of Brighton, New York as of or for the periods ended December 31, 2023 and 2024. The Town is responsible for the books and records.

This engagement is solely for the purpose of reporting our findings in regard to the results of the procedures performed as summarized below. This report is intended for use by: Town Board and is expected to be restricted to the use of these specified parties.

Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

The procedures we will perform are as follows:

1. For a selected sample, we will examine payroll processing and documentation for the Brighton Memorial Library which retains original “time card” reporting.

2. We will inspect a significant sample of selected cash disbursements for adequacy of documentation prepared by Town departments relating to soliciting competitive pricing for goods and services, including professional services, and to provide reasonable assurance of conformity to the Town’s procurement policy.

3. We will inspect the financial related confidential records maintained by the Police Department to ensure appropriate use of Town funds relating specifically to the Police Department Confidential Fund.

4. We will inspect investment transactions and accounting records maintained by the Finance Department for conformity with the Town Board’s deposit and investment policy.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the AICPA. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.
Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed $2,300 for 2023 and $2,400 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP

[Signature]

Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Sign: ___________________________ Title: ___________________________
TOWN OF BRIGHTON
NEW YORK

PROPOSAL FOR AGREED-UPON PROCEDURES

TOWN CLERK / RECEIVER OF TAXES

DECEMBER 31, 2023 and 2024
January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures on the transactions of the Town Clerk and Receiver of Taxes of the Town of Brighton, New York for the years ended December 31, 2023 and 2024.

This engagement is solely for the purpose of reporting our findings in regards to the results of the procedures performed as summarized below. The procedures we will perform have been agreed to by the Town Board:

For two randomly selected months, the following procedures will be applied to evaluate the Town Clerk/Receiver of Taxes’ financial records for the years ended December 31, 2023 and 2024:

Town Clerk

1. We will inspect internal accounting controls and procedures relating to the Town Clerk’s office operations.

2. We will inspect two monthly bank reconciliations for completeness and accuracy.

3. We will select two test months and perform the following:
   a. We will trace daily cash reports to monthly totals ensuring accuracy and proper documentation of any differences.
   b. We will trace daily totals in sample months to bank deposit slips and original source documentation to ensure accuracy and timeliness.
   c. We will inspect disbursements to ensure appropriateness and timeliness.
Receiver of Taxes

1. We will inspect internal accounting controls and procedures.

2. We will sample deposit batches for timeliness and agreement.

3. We will sample overpayments/duplicates for proper documentation.

4. We will reconcile payments to town/county/school against approved tax warrant and any reports of uncollectible balances.

5. We will inspect two monthly bank reconciliations for completeness and accuracy.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants and, the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and/or any other standards or requirements to be followed. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.
Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed $2,300 for 2023 and $2,400 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP

Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Signed By: ___________________________ Title: ______________________
TOWN OF BRIGHTON
NEW YORK

PROPOSAL FOR AGREED-UPON PROCEDURES

JUSTICE ACCOUNT

DECEMBER 31, 2023 and 2024
January 5, 2024

Mr. Earl Johnson, Director of Finance
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Mr. Johnson:

This letter sets forth our understanding for applying agreed-upon procedures to the Justice Accounts of the Town of Brighton, New York for the years ended December 31, 2023 and 2024.

This engagement is solely for the purpose of reporting our findings in regards to the results of the procedures performed as compared to the accounting and reporting requirements outlined in the New York State Comptroller’s Handbook for Town and Village Justice Accounts. The procedures we will perform have been agreed to by the Town Board:

The procedures we will perform are in accordance with the annual checklist for Review of Justice Court records per NYS Comptroller as follows:

1. We will obtain a summary of cash receipts and cash disbursements for the year, and we will verify the clerical accuracy. We will also examine source documents for a sample of months to verify amounts reported.

2. We will inspect and test bank reconciliations for two random months, and at year end, for the justice fine and bail accounts.

3. For the same two months, above, we will review the monthly report submitted to the New York State Comptroller for the following:
   a) For a sample of fines, criminal and civil cases, and dismissed charges, we will examine the supporting case file, supporting cash receipt and how it was reported.
   b) For a sample of bail activity, we will examine the supporting case file and cash receipt, and disbursement documentation.

4. We will inspect outstanding bail at year end against case files and accounting information to verify it is proper outstanding bail.

5. We will inspect a sample of accounts receivable to ensure reporting to DMV is made timely and unpaid/unanswered tickets are properly scofflawed.

6. We will inspect the internal accounting control procedures for the Justice Accounts.
7. Upon completion of the procedures noted above, we will issue a report providing findings and recommendations for procedural improvements.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants and, the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and/or any other standards or requirements to be followed. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. The sufficiency of these procedures is solely the responsibility of the specified parties. Consequently, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose.

The agreed-upon procedures to be performed do not constitute an examination or review of the subject matter. Accordingly, we will not express an opinion or conclusion on the subject matter. If we did perform additional procedures, other matters might come to our attention that would be reported to you.

Our report will list the procedures performed and our findings. Our report will be addressed to the Town of Brighton, New York and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information to you through a secure Engagement Organizer in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to, financial statements, reports to management, fixed asset reports, and tax returns. Information on the Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Mr. Michael DeBadts is the engagement partner for the services specified in this letter. His responsibilities include supervising of Mengel Metzger Barr & Co., LLP services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.
Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed $3,000 for 2023 and $3,125 for 2024.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or work papers for a period of five years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,
Mengel Metzger Barr & Co., LLP

[Signature]
Michael DeBadts, CPA, Partner

This letter correctly sets forth our understanding.

Signed: __________________________ Title: ___________________
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 8, 2024 from Recreation Director Rebecca Cotter regarding a request to accept a United States Tennis Association (USTA) School Youth Tennis Initiative Grant in an amount totaling $977.89 to be used in the development of a tennis program as part of the Recreation Department afterschool program, and to authorize the Finance Director to make any necessary budget amendments related to said grant, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby accepts a United States Tennis Association (USTA) School Youth Tennis Initiative Grant in an amount totaling $977.89 to be used in the development of a tennis program as part of the Recreation Department afterschool program, and to authorize the Finance Director to make any necessary budget amendments related to said grant.

Dated: January 24, 2024

William W. Moehle, Supervisor                  Voting ___
Christopher K. Werner, Councilmember            Voting ___
Robin R. Wilt, Councilmember                     Voting ___
Christine E. Corrado, Councilmember              Voting ___
Nathaniel V. Salzman, Councilmember              Voting ___
January 8, 2024

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618
Dear Board Members:

RE: USTA Eastern Grant Acceptance

I respectfully request your permission to authorize Supervisor Moehle to accept grant money from United States Tennis Association (USTA) School Youth Tennis Initiative in the amount of $977.89 to be used in the development of a Tennis Program as part of the Recreation Department Afterschool Program. I further request the authorization of any necessary budget amendments as needed due to the award of this grant.

Dispersal of these grant monies will be used for the training of staff, and the purchase of tennis equipment.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 9, 2024 from Recreation Director Rebecca Cotter regarding a request to declare one 2008 Chevrolet Impala sedan VIN# 2G1WS583681334705 as surplus to be sold at an online or in person auction, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby declares one 2008 Chevrolet Impala sedan VIN# 2G1WS583681334705 as surplus to be sold at an online or in person auction.

Dated: January 24, 2024

William W. Moehle, Supervisor  Voting  ___

Christopher K. Werner, Councilmember  Voting  ___

Robin R. Wilt, Councilmember  Voting  ___

Christine E. Corrado, Councilmember  Voting  ___

Nathaniel V. Salzman, Councilmember  Voting  ___
January 9, 2024

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Dear Board Members:

I respectfully request your permission to declare the Recreation Department’s, 2008 Chevy Impala LT (VIN#: 2G1WS583681334705) as surplus and authorize the disposal of the same via the next Roy Teitsworth municipal auction.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Rebecca J. Cotter
Recreation Director
Town of Brighton

cc: Steve Zimmer, Deputy Commissioner of Public Works
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 2, 2024 from Recreation Director Rebecca Cotter regarding a request to authorize the Supervisor to execute a memorandum of understanding with Nazareth College to allow graduate level art therapy students to provide programming focused on wellness strategies through art for recreation program participants at no cost to the Town, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a memorandum of understanding with Nazareth College to allow graduate level art therapy students to provide programming focused on wellness strategies through art for recreation program participants at no cost to the Town.

Dated: January 24, 2024

William W. Moehle, Supervisor  Voting ___
Christopher K. Werner, Councilmember  Voting ___
Robin R. Wilt, Councilmember  Voting ___
Christine E. Corrado, Councilmember  Voting ___
Nathaniel V. Salzman, Councilmember  Voting ___
January 2, 2024

Honorable Town Board  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, NY 14618

Re: MOU with Nazareth College

Dear Honorable Members:

I am requesting that your Honorable Town Board authorize Supervisor Moehle to review and sign a Memo of Understanding with Nazareth College to allow Graduate Level Art Therapy Students to provide programming focusing on wellness strategies through art for Brighton Recreation Program Participants at no cost to the Town.

The MOU has been reviewed by the Attorney to the Town and will include any noted revisions before being signed by Supervisor Moehle.

I will be happy to respond to any questions you may have regarding this matter.

Sincerely,

Rebecca J. Cotter
Recreation Director  
Town of Brighton
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 17, 2024 from Commissioner of Public Works Evert Garcia, P.E. and corresponding tree reports regarding a request to set a public hearing for proposed tree removals of a 32” eastern white pine at 182 Palmerston Road; a 50” norway maple at 217 Alaimo Drive; a 36” norway spruce at Commodore Parkway (cul-de-sac); a 48” black walnut at 245/259 Ashbourne Road; a 60” silver maple at 34 Southland Drive; a 30” silver maple at 41 Southland Drive; a 46” silver maple at 246 Mayflower Drive; a 40” silver maple at 56 Modelane; a 42” silver maple at 65 Hollywood Avenue; a 48” silver maple at 26 Willowdale Drive; a 40” norway maple at 916 South Grosvenor Road; and a 30” norway maple at 68 Brooklawn Drive, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby sets a public hearing for February 28, 2024 7:00 p.m. or as soon thereafter as the matter may be heard at Brighton Town Hall, 2300 Elmwood Avenue, Brighton, New York and said hearing shall be conducted pursuant to Chapter 175 of the Town Code for the proposed tree removal of a 32” eastern white pine at 182 Palmerston Road; a 50” norway maple at 217 Alaimo Drive; a 36” norway spruce at Commodore Parkway (cul-de-sac); a 48” black walnut at 245/259 Ashbourne Road; a 60” silver maple at 34 Southland Drive; a 30” silver maple at 41 Southland Drive; a 46” silver maple at 246 Mayflower Drive; a 40” silver maple at 56 Modelane;
a 42” silver maple at 65 Hollywood Avenue; a 48” norway maple at 26 Willowdale Drive; a 40” silver maple at 916 South Grosvenor Road; and a 30” norway maple at 68 Brooklawn Drive; and

BE IT FURTHER RESOLVED that the Town Clerk in concert with the Commissioner of Public Works or his designee post and publish notice of the public hearing as required and further provide notice of such public hearing by first class mail at least 20 days prior to the scheduled hearing addressed to the owners of each of the properties adjoining the above referenced trees and the owners directly across the Town highway from said trees and the properties contiguous to the properties adjoining the above referenced trees that front on the same Town highway.

Dated: January 24, 2024

William W. Moehle, Supervisor Voting ___
Christopher K. Werner, Councilmember Voting ___
Robin R. Wilt, Councilmember Voting ___
Christine E. Corrado, Councilmember Voting ___
Nathaniel V. Salzman, Councilmember Voting ___
January 17, 2024

Supervisor William Moehle and the Honorable Town Board
Brighton Town Hall
2300 Elmwood Avenue
Rochester, New York 14618

Re: Proposed Tree Removals

Dear Supervisor Moehle and Town Council Members:

It is recommended that your Honorable Body receive and file this advisory communication pursuant to Chapter 175 of the Town Code, Trees, Section 8, Removal. The following trees are proposed to be removed in accordance with the provisions of said chapter due to tree health and/or safety reasons:

<table>
<thead>
<tr>
<th>Address</th>
<th>Description</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>182 Palmerston Road</td>
<td>32” Eastern White Pine</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>217 Alaimo Drive</td>
<td>50” Norway Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>Commodore Parkway (cul-de-sac)</td>
<td>36” Norway Spruce</td>
<td>Remove with Single Tree Replacement</td>
</tr>
<tr>
<td>245/259 Ashbourne Road</td>
<td>48” Black Walnut</td>
<td>Remove with Replacement</td>
</tr>
<tr>
<td>34 Southland Drive</td>
<td>60” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>41 Southland Drive</td>
<td>30” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>246 Mayflower Drive</td>
<td>46” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>56 Modelane</td>
<td>40” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>65 Hollywood Avenue</td>
<td>42” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>26 Willowdale Drive</td>
<td>48” Silver Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>916 South Grosvenor Road</td>
<td>40” Norway Maple</td>
<td>Remove and Replace</td>
</tr>
<tr>
<td>68 Brooklawn Drive</td>
<td>30” Norway Maple</td>
<td>Remove and Replace</td>
</tr>
</tbody>
</table>

The Public Works Committee and Tree Council have reviewed the reports associated with the above locations and concur with the proposed action. The above referenced trees are considered significant; therefore, a public hearing will be required. I request that the Town Board receive and file this correspondence and schedule a public hearing to review the above trees at the January 24, 2024, Town Board meeting. The requisite communication to each adjoining owner(s) will be issued prior to the public hearing in accordance with the provisions of the Town Code. This department will coordinate replacement of these trees with the affected property owner.

I have attached a copy of the report for your reference and file. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Evert Garcia
Cc: Steve Zimmer
    Dan Aman
    John Mancuso
    Kyle Sears
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 182 Palmenstew Road

Map/Location: North side of street

Owner: public ✓ private unknown other

Date: 10/12/23. Inspector: Kyle Sears (NY-46834)

Hazard Rating:

- Failure
- Size
- Target

Immediate action needed

Needs further inspection

Dead tree

TREE CHARACTERISTICS

- Tree #: 2512
- Species: Eastern White Pine ✓ High Risk Potential for Failure
- DBH: 32" # of trunks: 1
- Height: 50'
- Spread: 24'
- Form: □ generally symmetric □ minor asymmetry ✓ major asymmetry □ stump sprout □ stag-headed
- Crown class: □ dominant □ co-dominant ✓ intermediate □ suppressed
- Live crown ratio: 80 %
- Age class: □ young □ semi-mature ✓ mature □ over-mature/serescent
- Pruning history: □ crown cleaned ✓ excessively thinned □ topped ✓ crown raised □ pollarded □ crown reduced □ flush cuts □ cabled/braced □ none □ multiple pruning events Approx. dates:
- Special Value: □ specimen □ heritage/historic □ wildlife □ unusual ✓ street tree □ screen □ shade □ indigenous □ protected by gov. agency

TREE HEALTH

- Foliage color: □ normal □ chlorotic □ necrotic □ Epicormics? Y N
- Foliage density: □ normal ✓ sparse
- Leaf size: □ normal □ small
- Annual shoot growth: □ excellent □ average ✓ poor
- Twig Dieback? ✓ Y N
- Woundwood development: □ excellent □ average □ poor □ none
- Vigor class: □ excellent □ average □ fair ✓ poor
- Major pests/diseases: Necrotic needles indicating declining tree

SITE CONDITIONS

- Site Character: □ residence □ commercial □ industrial □ park □ open space □ natural □ woodland/forest
- Landscape type: □ parkway □ raised bed □ container □ mound ✓ lawn □ shrub border □ wind break
- Irrigation: □ none □ adequate □ inadequate □ excessive □ trunk wetted
- Recent site disturbance? Y N □ construction □ soil disturbance □ grade change □ line clearing □ site clearing
- % dripline paved: 0 % 10 25 % 50 % 75 % 100 % Pavement lifted? Y N
- % dripline w/ fill soil: 0 % 10 25 % 50 % 75 % 100 %
- % dripline grade lowered: 0 % 10 25 % 50 % 75 % 100 %
- Soil problems: □ drainage □ shallow ✓ compacted □ droughty □ saline □ alkaline □ acidic □ small volume □ disease center □ history of fall □ clay □ expansive □ slope aspect:
- Obstructions: □ lights □ signage □ line-of-sight □ view □ overhead lines □ underground utilities □ traffic □ adjacent veg.
- Exposure to wind: ✓ single tree □ below canopy □ above canopy □ recently exposed □ windward, canopy edge □ area prone to windthrow
- Prevailing wind direction: Westerly Occurrence of snow/ice storms □ never □ seldom ✓ regularly

TARGET

- Use Under Tree: □ building □ parking □ traffic □ pedestrian □ recreation □ landscape □ hardscape □ small features □ utility lines
- Can target be moved? Y N □ Can use be restricted? Y N
- Occupancy: □ occasional use □ intermittent use □ frequent use ✓ constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**
- Suspect root rot: Y (N)
- Mushroom/cork/bracket present: Y N
  ID: __________
- Exposed roots: □ severe □ moderate □ low
- Undamaged: □ severe □ moderate □ low
  Root area affected: □ %
- Root pruned: ________ distance from trunk
- Root area affected: ________ %
- Buttress wounded: □ Y □ N
- When: __________
- Restricted root area: □ severe □ moderate □ low
  Potential for root failure: □ severe □ moderate □ low
- Lean: 15° deg. from vertical
  Natural □ Unnatural □ Self-Corrected
  Soil heaving: □ Y □ N
- Decay in plane of lean: □ Y □ N
  Roots broken Y N
  Soil cracking: Y N
- Compounding factors: Previous failure top portion, extreme trimming
  Lean severity: □ severe □ moderate □ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

<table>
<thead>
<tr>
<th>DEFECT</th>
<th>ROOT CROWN</th>
<th>TRUNK</th>
<th>SCAFFOLDS</th>
<th>BRANCHES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor taper</td>
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<tr>
<td>Bow, sweep</td>
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<tr>
<td>Codominants/forks</td>
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<td>Multiple attachments</td>
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<td>Included bark</td>
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<tr>
<td>Excessive end weight</td>
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<td>Cracks/splints</td>
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<td>Hangers</td>
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<td>Girdling</td>
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<td>Nesting hole/bee hive</td>
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<td>Borers/termites/ants</td>
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<tr>
<td>Cankers/galls/burls</td>
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<td>Previous failure</td>
<td>3</td>
<td>5</td>
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<td></td>
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</tbody>
</table>

**HAZARD RATING**
- Tree part most likely to fail: TRUNK
- Inspection period: _____ annual _____ biannual _____ other _____

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[
\text{Failure Potential} + \text{Size of Part} + \text{Target Rating} = \text{Hazard Rating}
\]

\[
\frac{1}{4} + \frac{4}{1} + \frac{1}{4} = 12
\]

**HAZARD ABATEMENT**
- Prune: □ remove defective part □ reduce end weight □ crown clean □ thin □ raise canopy □ crown reduce □ restructure □ shape
- Cable/Brace: __________
- Inspect further: □ root crown □ decay □ aerial □ monitor
- Remove tree: □ Y □ N Replace? □ Y □ N
- Move target: □ Y □ N □ Other: __________
- Effect on adjacent trees: □ none □ evaluate
- Notification: □ owner □ manager □ governing agency Date: __________

**COMMENTS**
- Previous tree failure to top portion of tree, remaining scaffolds do to height of the tree creates wind soil. Previous numerous trimming events up to 30ft along trunk with poor windwood development. Along with being severely unbalanced and within a shallow root depth. This tree has a high potential for failure. Recommend immediate removal & replant w/new.
Numerous trimming events have been performed.

Buttress root wound

10/12/2023

Exposed root

Tree lean

10/12/2023
WIND SAIL

UNBALANCED AND TOP HEAVY

LOOKING EASTERLY

10/12/2023

NECROTIC NEEDLES INDICATING DECLINING TREE

10/12/2023
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 217 Alamo Drive
Map/Location: W. Side of Street
Owner: public ☑ private ☐ unknown ☐ other ☐
Date: 8/23/23 Inspector: Kyle Sears
Date of last inspection: __________________________

HAZARD RATING:
Failure + Size + Target = Hazard Rating
4 + 4 + 4 = 12
Immediate action needed
Needs further inspection
Dead tree

TREE CHARACTERISTICS

Tree #: 430
Species: Norway Maple * (over-mature, High Potential for Failure) *
DBH: 50’’ # of trunks: 4 Height: 70’ Spread: 55’
Form: ☑ generally symmetric ☐ miner asymmetry ☐ major asymmetry ☐ sturn spurt ☐ stag-headed
Crown class: ☐ dominant ☑ co-dominant ☐ intermediate ☑ suppressed
Live crown ratio: ☑ 95 % Age class: ☑ young ☐ semi-mature ☐ mature ☑ over-mature/senescence
Pruning history: ☑ crown cleaned ☐ excessively thinned ☐ topped ☐ crown raised ☐ pollarded ☐ crown reduced ☑ flush cuts ☐ cabled/braced
☐ none ☑ multiple pruning events Approx. dates: __________________________
Special Value: ☐ specimen ☐ heritage/historic ☐ wildlife ☐ unusual ☑ street tree ☐ screen ☐ shade ☐ indigenous ☐ protected by gov. agency

TREE HEALTH

Foliage color: ☑ normal ☐ chlorotic ☐ necrotic ☑ Epicormics? Y ☑ N Growth obstructions:
Foliage density: ☑ normal ☐ sparse Leaf size: ☐ normal ☑ small
Annual shoot growth: ☑ excellent ☐ average ☑ poor Twig dieback? Y ☑ N
Woundwood development: ☑ excellent ☑ average ☑ poor ☐ none ☑ other
Vigor class: ☑ excellent ☑ average ☑ fair ☐ poor
Major pests/diseases: Black stem, nesting holes, insect damage in branches

SITE CONDITIONS

Site Character: ☑ residence ☐ commercial ☐ industrial ☐ park ☐ open space ☐ natural ☐ woodland/forest
Landscape type: ☐ parkway ☑ raised bed ☐ container ☐ mound ☑ lawn ☐ shrub border ☐ wind break
Irrigation: ☑ none ☑ inadequate ☑ inadequate ☑ excessive ☑ trunk wettled
Recent site disturbance? Y ☐ N ☑ construction ☑ soil disturbance ☑ grade change ☑ line clearing ☑ site clearing
% dripline paved: 0% 10-25% 25-50% 50-75% 75-100%
% dripline w/ fill soil: 0% 10-25% 25-50% 50-75% 75-100%
% dripline grade lowered: 0% 10-25% 25-50% 50-75% 75-100%
Soil problems: ☑ drainage ☐ shallow ☑ compacted ☑ droughty ☐ saline ☑ alkaline ☐ acidic ☐ small volume ☑ disease center ☐ history of fail
□ clay ☑ expansive ☐ slope ___° aspect: ______
Obstructions: ☑ lights □ signage ☑ line-of-sight ☑ view ☑ overhead lines ☑ underground utilities ☑ traffic ☑ adjacent veg. ☐
Exposure to wind: ☑ single tree ☑ below canopy ☑ above canopy ☑ recently exposed ☑ windward, canopy edge ☑ area prone to windthrow
Prevailing wind direction: W □ S □ E □ N Occurrence of snow/ice storms ☑ never ☑ seldom ☑ regularly

TARGET

Use Under Tree: ☑ building ☐ parking ☑ traffic ☑ pedestrian ☐ recreation ☐ landscape ☐ hardscape ☐ small features ☐ utility lines
Can target be moved? Y ☑ N Can use be restricted? Y ☑ N
Occupancy: ☑ occasional use ☑ intermittent use ☑ frequent use ☑ constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
TREE DEFECTS

ROOT DEFECTS:

Suspect root rot: Y N  Mushroom/cork/bracket present: Y N  ID: __________________________

Exposed roots: ☑ severe  ☐ moderate  ☐ low  Undermined: ☐ severe  ☐ moderate  ☐ low

Root pruned: _______ distance from trunk  Root area affected: _______%  Buttress wounded: ☑ Y N  When: __________________________

Restricted root area: ☐ severe  ☑ moderate  ☐ low  Potential for root failure: ☐ severe  ☐ moderate  ☐ low

LEAN: 20° deg. from vertical  ☐ natural  ☐ unnatural  ☐ self-corrected  Soil heaving: ☑ Y N

Decay in plane of lean: ☑ Y N  Roots broken Y N  Soil cracking: Y ☑ N

Compounding factors: Over-mature, Excessive end weight, splitting, decay, rot

CROWN DEFECTS: Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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</tr>
</tbody>
</table>

HAZARD RATING

Tree part most likely to fail: TRUNK

Inspection period: __________ annual  biannual  other __________

Failure Potential + Size of Part + Target Rating = Hazard Rating

4 + 4 + 4 = 12

HAZARD ABATEMENT

Prune: ☐ remove defective part  ☐ reduce end weight  ☐ crown clean  ☐ thin  ☐ raise canopy  ☐ crown reduce  ☐ restructure  ☐ shape

Cable/Brace: __________________________

Inspect further: ☐ root crown  ☐ decay  ☐ aerial  ☐ monitor

Remove tree: ☑ Y N  Replace? ☑ Y N  Move target: Y ☑ N  Other: __________________________

Effect on adjacent trees: ☑ none  ☐ evaluate

Notification: ☑ owner  ☐ manager  ☐ governing agency  Date: 8/23/23

COMMENTS

High Potential for failure. Tree is declining/stressed with multiple indicators in the trunk and main leads. Excessive weight at main union of leads and co-dominant forks (all with included bark, multiple nesting holes and cavities w/ insect damage in the branches. Recommend removal and replace with new tree.
SEVERE SPLITTING/CRAKING IN LEAD WITH DECAY
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

**TREE HAZARD EVALUATION FORM**

2nd Edition

**Site/Address:** Commodore Pkwy @ End of Cul-de-sac

**Map/Location:** Cul-de-sac fund around

Owner: public ☑ private ☐ unknown ☐ other ☐

Date: 10/2/23 Inspector: Kyle Sears

**DATE OF LAST INSPECTION:**

**HAZARD RATING:**

\[
\frac{1}{2} + \frac{4}{4} + \frac{4}{4} = 12
\]

Failure + Size + Target = Hazard Potential of part + Rating Rating

☑ Immediate action needed

☑ Needs further inspection

☑ Dead tree

**TREE CHARACTERISTICS**

**Tree #:** N/A  **Species:** Norway Spruce

**DBH:** 36"  **# of trunks:** 1  **Height:** 80'  **Spread:** 40'

**Form:** ☑ generally symmetric ☐ minor asymmetry ☐ major asymmetry ☐ stump sprout ☐ stag-headed

**Crown class:** ☐ dominant ☐ co-dominant ☐ intermediate ☑ suppressed

**Live crown ratio:** 0%  **Age class:** ☑ young ☐ semi-mature ☐ mature ☐ over-mature/advanced

**Pruning history:** ☐ crown cleaned ☐ excessively thinned ☐ topped ☐ crown raised ☐ pollarded ☐ crown reduced ☐ flush cuts ☐ cabled/braced

☐ none ☐ multiple pruning events  Approx. dates:

**Special Value:** ☑ specimen ☐ heritage/historic ☐ wildlife ☐ unusual ☐ street tree ☐ screen ☐ shade ☐ indigenous ☐ protected by gov. agency

**TREE HEALTH**

**Foliage color:** ☑ normal ☐ chlorotic ☐ necrotic  **Epicormics?** Y ☑ N

**Foliage density:** ☐ normal ☐ sparse  **Leaf size:** ☑ normal ☐ small

**Annual shoot growth:** ☑ excellent ☐ average ☐ poor  **Twig Dieback?** Y ☐ N

**Woundwood development:** ☑ excellent ☐ average ☐ poor ☐ none

**Vigor class:** ☑ excellent ☐ average ☐ fair ☐ poor

**Major pests/diseases:** DEAD

**SITE CONDITIONS**

**Site Character:** ☑ residence ☐ commercial ☐ industrial ☐ park ☐ open space ☐ natural ☐ woodland/forest

**Landscape type:** ☐ parkway ☐ raised bed ☐ container ☐ mound ☑ lawn ☐ shrub border ☐ wind break

**Irrigation:** ☐ none ☐ adequate ☐ inadequate ☐ excessive ☐ trunk wetted

**Recent site disturbance?** Y ☑ N  ☑ construction ☐ soil disturbance ☐ grade change ☐ line clearing ☐ site clearing

% dripline paved:

0%  10-25%  25-50%  50-75%  75-100%  Pavement lifted? Y ☑ N

% dripline w/ fill soil:

0%  10-25%  25-50%  50-75%  75-100%

% dripline grade lowered:

0%  10-25%  25-50%  50-75%  75-100%

**Soil problems:** ☐ drainage ☐ shallow ☑ compacted ☐ droughty ☐ saline ☐ alkaline ☐ acidic ☐ small volume ☐ disease center ☐ history of fail

☐ clay ☐ expansive ☐ slope _____ ° aspect: __________

**Obstructions:** ☐ lights ☐ signage ☐ line-of-sight ☐ view ☐ overhead lines ☐ underground utilities ☐ traffic ☐ adjacent veg. ☐

**Exposure to wind:** ☑ single tree ☐ below canopy ☐ above canopy ☐ recently exposed ☐ windward, canopy edge ☐ area prone to windthrow

**Prevailing wind direction:** Westerly

**Occurrence of snow/ice storms:** ☑ never ☐ seldom ☑ regularly

**TARGET**

Use Under Tree: ☐ building ☑ parking ☐ traffic ☑ pedestrian ☐ recreation ☐ landscape ☐ hardscape ☐ small features ☐ utility lines

Can target be moved? Y ☑ N  Can use be restricted? Y ☑ N

Occupancy: ☐ occasional use ☐ intermittent use ☐ frequent use ☑ constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**

Suspect root rot: Y N  Mushroom/cork/bracket present: Y N  ID: 

Exposed roots: □ severe □ moderate □ low  Undamaged: □ severe □ moderate □ low

Root pruned: _______ distance from trunk  Root area affected: _______ %  Buttress wounded: Y N  When: 

Restricted root area: □ severe □ moderate □ low  Potential for root failure: □ severe □ moderate □ low

**LEAN:** S deg. from vertical  □ natural  □ unnatural  □ self-corrected  Soil heaving: Y N

Decay in plane of lean: Y N  Roots broken Y N  Soil cracking: Y N

Compounding factors: DEAD  Lean severity: □ severe □ moderate □ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

<table>
<thead>
<tr>
<th>DEFECT</th>
<th>ROOT CROWN</th>
<th>TRUNK</th>
<th>SCAFFOLDS</th>
<th>BRANCHES</th>
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</thead>
<tbody>
<tr>
<td>Poor taper</td>
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<td>Bow swear</td>
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<td>Codominants/forks</td>
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<td>Multiple attachments</td>
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<td>Wounds/seed</td>
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</table>

**HAZARD RATING**

Tree part most likely to fail: TRUNK

Inspection period: _______ annual _______ biannual _______ other _______

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[ \frac{4}{4} + \frac{4}{4} + \frac{4}{12} = 1 \]

**HAZARD ABATEMENT**

Prune: □ remove defective part □ reduce end weight □ crown clean □ thin □ raise canopy □ crown reduce □ restructure □ shape

Cable/Brace: Inspect further: □ root crown □ decay □ serial □ monitor

Remove tree: Y N  Replace? Y N  Move target: Y N  Other: 

Effect on adjacent trees: □ none □ evaluate

Notification: □ owner □ manager □ governing agency  Date: 

**COMMENTS**

Recommend immediate removal. High potential for failure.
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

**TREE HAZARD EVALUATION FORM**

**2nd Edition**

<table>
<thead>
<tr>
<th>HAZARD RATING:</th>
</tr>
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<tbody>
<tr>
<td>Failure + Size + Target = Hazard Rating</td>
</tr>
<tr>
<td>✔ Immediate action needed</td>
</tr>
<tr>
<td>Needs further inspection</td>
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<tr>
<td>Dead tree</td>
</tr>
</tbody>
</table>

**Site/Address:** 259 Aylsham Road @ Property lot #14/#245

**Map/Location:** South side of street (259 Aylsham Road) in [location]

**Owner:** public ✔ private __ unknown ____ other __

**Date:** 10/3/23, **Inspector:** Kyle Sears

**Date of last inspection:**

---

**TREE CHARACTERISTICS**

**Tree #:** 2256  **Species:** Black walnut

**DBH:** 48  **# of trunks:** 1  **Height:** 80'  **Spread:** 60'

**Form:** ✔ generally symmetric  ☐ minor asymmetry  ☐ major asymmetry  ☐ stunted sprout  ☐ stag-headed

**Crown class:** ☐ dominant  ☐ co-dominant  ☐ intermediate  ☐ suppressed

**Live crown ratio:** 90%  **Age class:** ☐ young  ☐ semi-mature  ☐ mature  ✔ over-mature/senescent

**Pruning history:** □ crown cleaned  □ excessively thinned  □ topped  □ crown raised  □ polluted  □ crown reduced  □ flush cuts  □ cabled/orced  □ none  ✔ multiple pruning events  **Approx. dates:**

**Special Value:** ☐ specimen  ☐ heritage/historic  ☐ wildlife  ☐ unusual  ✔ street tree  □ screen  □ shade  □ indigenous  □ protected by gov. agency

---

**TREE HEALTH**

**Foliage color:** ✔ normal  □ chlorotic  □ necrotic  Epicormios?  Y N

**Foliage density:**  ✔ normal  □ sparse  **Leaf size:**  □ normal □ small

**Annual shoot growth:** □ excellent  ✔ average  □ poor  **Twig Dieback?**  Y N

**Woundwood development:** □ excellent  □ average  ✔ poor □ none

**Vigor class:** □ excellent  □ average  ✔ fair  □ poor

**Major pests/diseases:** Nesting, Holes, Woodpeckers

---

**SITE CONDITIONS**

**Site Character:**  ✔ residence  □ commercial  □ Industrial  □ park  □ open space  □ natural  □ woodland/forest

**Landscape type:** □ parkway  □ raised bed  □ container  □ mound  □ lawn  □ shrub border  □ wind break

**Irrigation:** □ none  □ inadequate  □ excessive  □ trunk wetted

**Recent site disturbance?**  Y N  □ construction  □ soil disturbance  □ grade change  □ line clearing  □ site clearing

**% dripline paved:** 0%  □ 10-25% □ 25-50% □ 50-75% □ 75-100%

**% dripline w/ fill soil:** 0%  □ 10-25% □ 25-50% □ 50-75% □ 75-100%

**% dripline grade lowered:** 0%  □ 10-25% □ 25-50% □ 50-75% □ 75-100%

**Soil problems:** □ drainage  □ shallow  □ compacted  □ doughty  □ saline  □ alkaline  □ acidic  □ small volume  □ disease center  □ history of fail  □ clay  □ expansive  □ slope ___ aspect:___

**Obstructions:** □ lights  □ signage  □ line-of-site  □ view  □ overhead lines  □ underground utilities  □ traffic  □ adjacent veg.  □

**Exposure to wind:** ✔ single tree  □ below canopy  □ above canopy  □ recently exposed  □ windward, canopy edge  □ area prone to windthrow

**Prevailing wind direction:** West

**Occurrence of snow/ice storms:** □ never  □ seldom  □ regularly

---

**TARGET**

**Use Under Tree:** □ building  □ parking  ✔ traffic  ✔ pedestrian  □ recreation  □ landscape  □ hardscape  □ small features  □ utility lines

**Can target be moved?**  Y N  **Can use be restricted?**  Y N

**Occupancy:** □ occasional use  □ intermittent use  □ frequent use  ✔ constant use

---

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**TREE DEFECTS**

**ROOT DEFECTS:**

- Suspect root rot: Y  
- Mushroom/cork/bracket present: Y N  
- ID: 

**Exposed roots:**

- □ severe  
- □ moderate  
- □ low  
- Undetermined: □ severe  
- □ moderate  
- □ low

- Root pruned: ______ distance from trunk  
- Root area affected: ______ %  
- Buttress wounded: Y N  
- When: 

**Restricted root area:**

- □ severe  
- □ moderate  
- □ low  
- Potential for root failure: □ severe  
- □ moderate  
- □ low

**LEAK:**

- 20 deg. from vertical  
- □ natural  
- □ unnatural  
- □ self-corrected  
- Soil heaving: Y N

**Decay in plane of lean:**

- □ Y N  
- Roots broken Y N  
- Soil cracking: Y N

**Compounding factors:**

- Severe Decay/Rot in Burls & Major Stress  
- Lean severity: □ severe  
- □ moderate  
- □ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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</table>

**HAZARD RATING**

Tree part most likely to fail: TRUNK

- Inspection period: ______ annual ______ biannual ______ other ______
- Failure Potential + Size of Part + Target Rating = Hazard Rating
  
  \[
  4 + 4 + 4 = 12
  \]

**HAZARD ABATEMENT**

<table>
<thead>
<tr>
<th>Remove tree: Y N</th>
<th>Replace? Y N</th>
<th>Move target: Y N</th>
<th>Other:</th>
</tr>
</thead>
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</table>

- Prune: □ remove defective part  
- □ reduce end weight  
- □ crown clean  
- □ thin  
- □ raise canopy  
- □ crown reduce  
- □ restructure  
- □ shape

- Cable/Brace: 
  
  Inspect further: □ root crown  
  □ decay  
  □ aerial  
  □ monitor

- Remove tree: Y N  
- Replace? Y N  
- Move target: Y N  
- Other: 

- Effect on adjacent trees: □ none  
- □ evaluate

- Notification: □ owner  
- □ manager  
- □ governing agency  
- Date: 10/5/23

**COMMENTS**

Major Burls (Streak Areas) of the tree have severe decay/rot at key structural points. These areas have been severely compromised and adding that the tree is unbalanced with excessive end weight along with environmental factors this tree has a High Risk Potential for Failure. Recommend Immediate Removal.
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

**TREE HAZARD EVALUATION FORM**

2nd Edition

### Site/Address:
34 Southland Drive

**Map/Location:**
North side of street

Owner: public □ private □ unknown □ other □

Date: 9/27/23 Inspector: Kyle Sear

Date of last inspection:

### TREE CHARACTERISTICS

Tree #: 1569 Species: Silver Maple

DBH: 60¾ # of trunks: 1 Height: 70' Spread: 70' [8 LEADS]*

Form: □ generally symmetric □ minor asymmetry □ major asymmetry □ stump sprout □ stag-headed

Crown class: □ dominant □ co-dominant □ intermediate □ suppressed

Live crown ratio: 90% Age class: □ young □ semi-mature □ mature □ over-mature/ternarrent

Pruning history: □ crown cleared □ excessively thinned □ topped □ crown raised □ pollarded □ crown reduced □ flush cuts □ cabled/braced

□ none □ multiple pruning events Approx. dates:

Special Value: □ specimen □ heritage/historic □ wildlife □ unusual □ street tree □ screen □ shade □ indigenous □ protected by gov. agency

### TREE HEALTH

Foliage color: □ normal □ chlorotic □ necrotic □ Epicormies? Y □ N

Foliage density: □ normal □ sparse Leaf size: □ normal □ small

Annual shoot growth: □ excellent □ average □ poor Twigs Dying back? Y □ N

Woundwood development: □ excellent □ average □ poor □ none

Vigor class: □ excellent □ average □ fair □ poor

Major pests/diseases: Heart rot disease, Severe oozing holes (squirrel/bleed)

### SITE CONDITIONS

Site Character: □ residence □ commercial □ industrial □ park □ open space □ natural □ woodland/forest

Landscape type: □ parkway □ raised bed □ container □ mound □ lawn □ shrub border □ wind break

Irrigation: □ none □ inadequate □ excessive □ trunk wetted

Recent site disturbance? Y □ N □ construction □ soil disturbance □ grade change □ line clearing □ site clearing

% driveway paved: 0% 10-25% 25-50% 50-75% 75-100%

% driveway w/fill soil: 0% 10-25% 25-50% 50-75% 75-100%

% driveway grade lowered: 0% 10-25% 25-50% 50-75% 75-100%

Soil problems: □ drainage □ shallow □ compacted □ droughty □ saline □ alkaline □ acidic □ small volume □ disease center □ history of fail

□ clay □ expansive □ slope ° aspect:________

Obstructions: □ lights □ signage □ line-of-sight □ view □ overhead lines □ underground utilities □ traffic □ adjacent veg. □

Exposure to wind: □ single tree □ below canopy □ above canopy □ recently exposed □ windward, canopy edge □ area prone to windthrow

Prevailing wind direction: [Western] Occurrence of snow/slap storms □ never □ seldom □ regularly

### TARGET

Use Under Tree: □ building □ parking □ traffic □ pedestrian □ recreation □ landscape □ hardscape □ small features □ utility lines

Can target be moved? Y □ N Can use be restricted? Y □ N

Occupancy: □ occasional use □ intermittent use □ frequent use □ constant use

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TREE DEFECTS

ROOT DEFECTS:
Suspect root rot: Y N Mushroom/cork/bracket present: Y N ID: __________
Exposed roots: □ severe □ moderate □ low Undetermined: □ severe □ moderate □ low
Root pruned: _______ distance from trunk Root area affected: _______ % Buttress wounded: Y N When: __________
Restricted root area: □ severe □ moderate □ low Potential for root failure: □ severe □ moderate □ low
LEAN: 25 deg. from vertical □ natural □ unnatural □ self-corrected Soil heaving: Y N
Decay in plane of lean: Y N Roots broken Y N Soil cracking: Y N
Compounding factors: Unbalanced/Top Heavy Extreme Splitting, severe cavity/Decay @ top trunk area
CROWN DEFECTS: Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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HAZARD RATING
Tree part most likely to fail: TRUNK
Inspection period: _________ annual _______ biannual _______ other _________
Failure Potential + Size of Part + Target Rating = Hazard Rating
4 + 4 + 4 = 12

HAZARD ABATEMENT
Prune: □ remove defective part □ reduce and weight □ crown clean □ thin □ raise canopy □ crown reduce □ restructure □ shape
Cable/Brace: __________ Inspect further: □ root crown □ decay □ aerial □ monitor
Remove tree: Y N Replace? Y N Move target: Y N Other: __________
Effect on adjacent trees: □ none □ evaluate
Notification: □ owner □ manager □ governing agency Date: 9/27/23

COMMENTS
Over mature tree with multiple leads that are extremely unbalanced/unlevel. Severe splitting/cracking throughout entire tree with multiple cavities and decay @ main crown of leads. Multiple nesting holes with bees and active bee hive. Recommended removal and replace with new tree. Extremely high risk potential for failure.
SEVERE CAVITY
(20'' +/- DEPTH OF DECAY/ROT)
@ MAIN UNION OF 8 LEADS

09/27/2023
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

**TREE HAZARD EVALUATION FORM**

**Site/Address:** 4/ Southland Drive

**Map/Location:** South side of Street

**Owner:** public [ ] private [x] unknown [ ] other [ ]

**Date:** 9/27/23   Inspector: Kyle Sears

**Date of last Inspection:**

### TREE CHARACTERISTICS

**Tree #:** 1573   **Species:** Silver Maple

**DBH:** 30"    **# of trunks:** 1    **Height:** 65'    **Spread:** 35'

**Form:** [ ] generally symmetric [x] minor asymmetry [ ] major asymmetry [ ] stump sprout [ ] stag-headed

**Crown class:** [ ] dominant [ ] co-dominant [x] intermediate [ ] suppressed

**Live crown ratio:** 25%   **Age class:** [ ] young [ ] semi-mature [x] mature [ ] over-mature/senescant

**Pruning history:** [ ] crown cleaned [ ] excessively thinned [ ] topped [ ] crown raised [ ] pollarded [ ] crown reduced [ ] flush cuts [ ] cabled/orced [ ] none [x] multiple pruning events   **Approx. dates:**

**Special Value:** [ ] specimen [ ] heritage/historic [ ] wildlife [ ] unusual [ ] street tree [ ] screen [ ] shade [ ] indigenous [ ] protected by gov. agency

### TREE HEALTH

**Foliation Color:** [ ] normal [ ] chlorotic [ ] necrotic   **Epicormics?** Y [x] N

**Foliation Density:** [ ] normal [x] sparse   **Leaf Size:** [ ] normal [x] small

**Annual shoot growth:** [x] excellent [ ] average [ ] poor

**Woundwood development:** [ ] excellent [ ] average [ ] poor [ ] none

**Vigor Class:** [ ] excellent [ ] average [ ] fair [ ] poor

**Major pests/diseases:** Insects, nesting holes

### SITE CONDITIONS

**Site Character:** [x] residence [ ] commercial [ ] industrial [ ] park [ ] open space [ ] natural [ ] woodland/forest

**Landscape Type:** [ ] parkway [ ] raised bed [ ] container [ ] mound [x] lawn [ ] shrub border [ ] wind break

**Irrigation:** [ ] none [ ] adequate [ ] inadequate [ ] excessive [ ] trunk wetted

**Recent Site Disturbance?** Y [x] N   **construction** [ ] soil disturbance [ ] grade change [ ] line clearing [ ] site clearing

**% driveway paved:** 0% 10-25% 25-50% 50-75% 75-100%   **Pavement lifted?** Y [x] N

**% driveway w/ fill soil:** 0% 10-25% 25-50% 50-75% 75-100%

**% driveway grade lowered:** 0% 10-25% 25-50% 50-75% 75-100%

**Soil Problems:** [ ] drainage [ ] shallow [ ] compacted [ ] droughty [ ] saline [ ] alkaline [ ] acidic [ ] small volume [ ] disease center [ ] history of fail

**Obstructions:** [ ] clay [ ] expansive [ ] slope aspect:

**Exposure to wind:** [ ] single tree [ ] below canopy [ ] above canopy [ ] recently exposed [ ] windward, canopy edge [ ] area prone to windthrow

**Prevailing Wind Direction:** West

**Occurrence of snow/ice storms:** [ ] never [ ] seldom [ ] regularly

### TARGET

**Use Under Tree:** [x] building [ ] parking [ ] traffic [x] pedestrian [ ] recreation [ ] landscape [ ] hardscape [ ] small features [ ] utility lines

**Can Target be Moved?** Y [x] N   **Can Use be Restricted?** Y [x] N

**Occupancy:** [ ] occasional use [ ] intermittent use [ ] frequent use [ ] constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**
- Suspect root rot: Y  N  Mushroom/cork/bracket present: Y  N  ID: __________
- Exposed roots: [ ] severe  [ ] moderate  [ ] low  Undetermined: [ ] severe  [ ] moderate  [ ] low
- Root pruned: _______ distance from trunk  Root area affected: _______%  Buttress wounded: Y  N  When: ______
- Restricted root area: [ ] severe  [ ] moderate  [ ] low  Potential for root failure: [ ] severe  [ ] moderate  [ ] low
- LEAN: _______ deg. from vertical  [ ] natural  [ ] unnatural  [ ] self-corrected  Soil heaving: Y  N
- Decay in planes of lean: Y  N  Roots broken Y  N  Soil cracking: Y  N
- Compounding factors: _______ (imbalance, splitting, cracking)  Lean severity: [ ] severe  [ ] moderate  [ ] low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (9 = severe, m = moderate, l = low)

<table>
<thead>
<tr>
<th>DEFECT</th>
<th>ROOT CROWN</th>
<th>TRUNK</th>
<th>SCAFFOLDS</th>
<th>BRANCHES</th>
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<td>Poor taper</td>
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**HAZARD RATING**

Tree part most likely to fail: **TRUNK**
- Inspection period: ______ annual  ______ biannual  ______ other

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[
\text{Hazard Rating} = \frac{4}{4} + \frac{4}{4} + 4 \times 4 = 12
\]

**HAZARD ABATEMENT**

Prune: [ ] remove defective part  [ ] reduce and weight  [ ] crown clean  [ ] thin  [ ] raise canopy  [ ] crown reduce  [ ] restructure  [ ] shape

Cable/Brace: Inspect further: [ ] root crown  [ ] decay  [ ] aerial  [ ] monitor

Remove tree: Y  N  Replace? Y  N  Move target: Y  N  Other: __________

Effect on adjacent trees: [ ] none  [ ] evaluate

Notification: [ ] owner  [ ] manager  [ ] governing agency  Date: 9/27/23

**COMMENTS**

Severely declining tree with multiple nesting holes and insect damage. Scaffolds and branches extremely brittle, splitting/cracking in trunk of tree. Recommend immediate removal and replace with new tree. High risk potential for failure with 75% of tree being dead.
**TREE DEFECTS**

**ROOT DEFECTS:**

Suspect root rot: Y N  
Mushroom/cork/bracket present: Y N  
ID: ________________

Exposed roots:  
- severe  
- moderate  
- low  
Undermined:  
- severe  
- moderate  
- low  

Root pruned: ________________  distance from trunk  
Root area affected: ________________  %  
Buttress wounded: Y N  
When: ________________

Restricted root area:  
- severe  
- moderate  
- low  
Potential for root failure:  
- severe  
- moderate  
- low  

LEAN:  
- 15 deg. from vertical  
- natural  
- unnatural  
- self-corrected  
Soil heaving: Y N  

Decay in plane of lean: Y N  
Roots broken Y N  
Soil cracking: Y N  

Compounding factors: 75% Damage, Unbalanced, Splitting, Cracking  
Lean severity:  
- severe  
- moderate  
- low  

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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**HAZARD RATING**

Tree part most likely to fail: **TRUNK**

Inspection period: ________ annual ________ biannual ________ other ________

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[ \frac{4}{s} + \frac{4}{s} + \frac{4}{s} = \frac{12}{s} \]

**HAZARD ABATEMENT**

Prune:  
- remove defective part  
- reduce end weight  
- crown clean  
- thin  
- raise canopy  
- crown reduce  
- restructure  
- shape  

Cable/Brace: ___________  
Inspect further:  
- root crown  
- decay  
- aerial  
- monitor  

Remove tree: Y N  
Replace: Y N  
Move target: Y N  
Other: ___________  

Effect on adjacent trees:  
- none  
- evaluate  

Notification:  
- owner  
- manager  
- governing agency  
Date: 9/27/23  

**COMMENTS**

A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

**TREE HAZARD EVALUATION FORM** 2nd Edition

**Site/Address:** 246 Newflower Drive

**Map/Location:** Easterly side of Street

**Owner:** public [ ] private [x] unknown [ ] other [ ]

**Date:** 10/12/23 **Inspector:** Kyle Sears (NY-6683A)

**Date of last inspection:**

**HAZARD RATING:**

\[
4 \quad + \quad 4 \quad + \quad 4 \quad = \quad 12
\]

Failure + Size + Target = Hazard Rating

[ ] Immediate action needed
[ ] Needs further inspection
[ ] Dead tree

**TREE CHARACTERISTICS**

**Tree #:** 618 **Species:** Silver maple

**DBH:** 46" **Height:** 75' **Spread:** 36'

**Form:** [ ] generally symmetrical [ ] minor asymmetry [ ] major asymmetry [ ] stump sprout [ ] stag-headed

**Crown class:** [ ] dominant [ ] co-dominant [ ] intermediate [ ] suppressed

**Live crown ratio:** 95% **Age class:** [ ] young [ ] semi-mature [ ] mature [ ] over-mature/senescent

**Pruning history:** [ ] crown cleaned [ ] excessively thinned [ ] topped [ ] crown raised [ ] pollarded [ ] crown reduced [ ] flush cuts [ ] cable/braced

[ ] none [ ] multiple pruning events Approx. dates:

**Special Value:** [ ] specimen [ ] heritage/historic [ ] wildlife [ ] unusual [ ] street tree [ ] screen [ ] shade [ ] indigenous [ ] protected by gov. agency

**TREE HEALTH**

**Foliage color:** [x] normal [ ] chlorotic [ ] necrotic [ ] Epicormics? [Y] [N]

**Foliage density:** [ ] normal [x] sparse **Leaf size:** [ ] normal [ ] small

**Annual shoot growth:** [ ] excellent [ ] average [ ] poor [ ] Twisted Dieback? [Y] [N]

**Woundwood development:** [ ] excellent [ ] average [ ] poor [ ] none

**Vigor class:** [ ] excellent [ ] average [ ] fair [ ] poor

**Major pests/diseases:** Tent damage or Root collar. Black stem, canker. Cladonie. (lichens) Usually grown on

**SITE CONDITIONS**

**Site Character:** [ ] residence [ ] commercial [ ] industrial [ ] park [ ] open space [ ] natural [ ] woodland/forest

**Landscape type:** [ ] parkway [ ] raised bed [ ] container [ ] mound [ ] lawn [ ] shrub border [ ] wind break

**Irrigation:** [ ] none [ ] inadequate [ ] excessive [ ] trunk wetted

**Recent site disturbance?** Y [N]

[ ] construction [ ] soil disturbance [ ] grade change [ ] line clearing [ ] site clearing

**% dripline paved:** 0% 10-25% 25-50% 50-75% 75-100%

**% dripline w/ fill soil:** 0% 10-25% 25-50% 50-75% 75-100%

**% dripline grade lowered:** 0% 10-25% 25-50% 50-75% 75-100%

**Soil problems:** [ ] drainage [ ] shallow [ ] compacted [ ] droughty [ ] saline [ ] alkaline [ ] acidic [ ] small volume [ ] disease center [ ] history of fall

[ ] clay [ ] expansive [ ] slope [ ] aspect:

**Obstructions:** [ ] lights [ ] signage [ ] line-of-sight [ ] view [ ] overhead lines [ ] underground utilities [ ] traffic [ ] adjacent veg.

**Exposure to wind:** [x] single tree [ ] below canopy [ ] above canopy [ ] recently exposed [ ] windward, canopy edge [ ] area prone to windthrow

**Prevailing wind direction:** [ ] as described earlier [ ] occurrence of snow/ice storms [ ] never [ ] seldom [ ] regularly

**TARGET**

**Use Under Tree:** [ ] building [ ] parking [x] traffic [x] pedestrian [ ] recreation [ ] landscape [ ] hardscape [ ] small features [ ] utility lines

**Can target be moved?** [Y] [N] **Can use be restricted?** [Y] [N]

**Occupancy:** [ ] occasional use [ ] intermittent use [ ] frequent use [x] constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**
- Suspect root rot: [ ] Y [X] N
- Mushroom/cork/bracket present: [ ] Y [ ] N
- ID:
- Exposed roots: [ ] severe [ ] moderate [ ] low [ ] Undetermined:
  - [ ] severe [ ] moderate [ ] low
- Root pruned: _______ distance from trunk
- Root area affected: _______%
- Buttress wounded: [ ] Y [ ] N
- When:
- Restricted root area: [ ] severe [ ] moderate [ ] low Potential for root failure:
  - [ ] severe [ ] moderate [ ] low
- LEAN: _______ deg. from vertical
  - [ ] natural [ ] unnatural [ ] self-corrected [ ] Soil heaving: [ ] Y [ ] N
- Decay in plane of lean: [ ] Y [ ] N
- Roots broken: [ ] Y [ ] N
- Soil cracking: [ ] Y [ ] N
- Compounding factors: _______ Major lead severely unbalanced, top heavy, decay in plane of lean, uneven load of remains leads
  - Lean severity: [ ] severe [ ] moderate [ ] low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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**HAZARD RATING**

Tree part most likely to fail: TRUNK

Failure Potential + Size of Part + Target Rating = Hazard Rating

\( 4 + 4 + 4 = 12 \)

**HAZARD ABATEMENT**

Prune: [ ] remove defective part [ ] reduce and weight [ ] crown clean [ ] thin [ ] raise canopy [ ] crown reduce [ ] restructure [ ] shape

Cable/brace: ________________ Inspect further: [ ] root crown [ ] decay [ ] aerial [ ] monitor

Remove tree: [ ] Y [ ] N Replace? [ ] Y [ ] N Move target: [ ] Y [ ] N Other:

Effect on adjacent trees: [ ] none [ ] evaluate

Notification: ________________ Date: 01/12/23

**COMMUNICATIONS**

Over-mature tree with numerous trimming events. Eastern lead is extremely unbalanced and top heavy that is over the house (stump). The union of the main leads shows signs of decay and is on a previous lead removed. The removal of lead over house will add extra stress to area that is already compromised at a key point in the tree, leaving remaining tree top heavy area that is already compromised at a key point in the tree, leaving remaining tree top heavy area.
VERTICAL DEPTH OF DECAY IN CAVITY OF OLD TREE LEAD RULER EASILY PUSHED IN UNTIL RESISTANCE

HORIZONTAL DEPTH OF DECAY IN CAVITY OF OLD TREE LEAD RULER EASILY PUSHED IN UNTIL RESISTANCE

10/12/2023 10/12/2023
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 56 Modelane
Map/Location: South side of street
Owner: public □ private □ unknown □ other □
Date: 10/18/23 Inspector: Kyle Sours (NY-4683A)
Date of last inspection:

HAZARD RATING:
4 4 + 4 + 4 = 12
Failure + Size + Target = Hazard Rating
Immediate action needed
Needs further inspection
Dead tree

TREES CHARACTERISTICS

Tree #: 3263 Species: Silver Maple
DBH: 40" # of trunks: 1 Height: 75' Spread: 45'
Form: □ generally symmetric □ minor asymmetry □ major asymmetry □ stump sprout □ stag-headed
Crown class: □ dominant □ co-dominant □ intermediate □ suppressed
Live crown ratio: 90% Age class: □ young □ semi-mature □ mature □ over-mature/senescant
Pruning history: □ crown cleaned □ excessively thinned □ topped □ crown raised □ polluted □ crown reduced □ flush cuts □ cable/braced □ none □ multiple pruning events Approx. dates:
Special Value: □ specimen □ heritage/historic □ wildlife □ unusual □ street tree □ screen □ shade □ influence of □ protected by gov. agency

TREES HEALTH

Foliage color: □ normal □ chlorotic □ necrotic □ Epichloe? Y □ N
Foliation density: □ normal □ sparse Leaf size: □ normal □ small
Annual shoot growth: □ excellent □ average □ poor □ Twig Dieback? Y □ N
Woundwood development: □ excellent □ average □ poor □ none
Vigor class: □ excellent □ average □ fair □ poor
Major pests/diseases: Nesting holes, insect activity

SITE CONDITIONS

Site Character: □ residence □ commercial □ Industrial □ park □ open space □ natural □ woodland/forest
Landscape type: □ parkway □ raised bed □ container □ mound □ lawn □ shrub border □ wind break
Irrigation: □ none □ adequate □ inadequate □ excessive □ trunk wetted
Recent site disturbance? Y □ N □ construction □ soil disturbance □ grade change □ line clearing □ site clearing
% driveway paved: 0% 10-25% 25-50% 50-75% 75-100% Pavement lifted? Y □ N
% driveway w/ fill soil: 0% 10-25% 25-50% 50-75% 75-100%
% driveway grade lowered: 0% 10-25% 25-50% 50-75% 75-100%
Soil problems: □ drainage □ shallow □ compacted □ droughty □ saline □ alkaline □ acidic □ small volume □ disease center □ history of fall □ clay □ expansive □ slope □ aspect:
Obstructions: □ lights □ signage □ line-of-sight □ view □ overhead lines □ underground utilities □ traffic □ adjacent veg. □
Exposure to wind: □ single tree □ below canopy □ above canopy □ recently exposed □ windward, canopy edge □ area prone to windthrow
Prevailing wind direction: □ westerly □ Occurrence of snow/ice storms □ never □ seldom □ regularly

TARGET

Use Under Tree: □ building □ parking □ traffic □ pedestrian □ recreation □ landscape □ hardscape □ small features □ utility lines
Can target be moved? Y □ N
Can use be restricted? Y □ N
Occupy: □ occasional use □ intermittent use □ frequent use □ constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**

- Suspect root rot: Y N  
- Mushroom/conk/bracket present: Y N  
- Exposed roots:  
  - severe □  
  - moderate ✓  
  - low □  
- Undersirable:  
  - severe □  
  - moderate □  
  - low □  
- Root pruned:  
  - distance from trunk  
- Root area affected:  
  - %  
- Buttress wounded: Y N  
- When:  
- Restricted root area:  
  - severe □  
  - moderate ✓  
  - low □  
- Potential for root failure:  
  - severe □  
  - moderate □  
  - low ✓  
- LEAN:  
  - deg. from vertical  
  - natural ✓  
  - unnatural □  
  - self-corrected □  
- Soil heaving: Y N  
- Decay in plane of lean: Y N  
- Roots broken Y N  
- Soil cracking: Y N  
- Compounding factors: Y N  
- Unbalanced Top  
- Heavy decay in leads, extreme  
- Lean severity:  
  - severe □  
  - moderate □  
  - low ✓  

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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**HAZARD RATING**

Tree part most likely to fall: Trunk

Inspection period: annual □  biannual □  other □

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[
4 + 4 + 4 = 12
\]

**HAZARD ABATEMENT**

- Prune: □ remove defective part  
  - □ reduce end weight  
  - □ crown clean  
  - □ thin  
  - □ raise canopy  
  - □ crown reduce  
  - □ restructure  
  - □ shape

- Cable/Brace:  
  - Inspect further: □ root crown  
  - □ decay  
  - □ aerial  
  - □ monitor

- Remove tree: Y N  
- Replace? Y N  
- Move target: Y N  
- Other:

- Effect on adjacent trees: □ none  
  - □ evaluate

- Notification: ✓ owner  
  - □ manager  
  - □ governing agency

- Date: 10/8/23

**COMMENTS**

Mature tree with high canopy. The trimming needed to remove unbalanced and top heavy leads with nesting hole & cavities would be about 40% of the canopy. Usually should not exceed 25% in older trees. The remaining tree would have a "lion tailing effect. Recommend immediate removal and replace with new trees. High Potential for failure in trees.
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 65 Hollywood Ave.

Map/Location: Northerly side of street

Owner: public [ ] private [x] unknown [ ] other [ ]

Date: 10/24/23 Inspector: Kyle Sears (NY-46838)

Date of last inspection:

HAZARD RATING:

\[
\text{Failure + Size + Target} = \text{Hazard Rating}
\]

\[\begin{align*}
\text{Failure:} & \quad 4 \\
\text{Size:} & \quad 4 \\
\text{Target:} & \quad 4 \\
\text{Hazard Rating:} & \quad 12
\end{align*}\]

Alternate Rating: Immediate action needed

Other rating: Needs further inspection

Dead tree (Severely Declining)


**TREE CHARACTERISTICS**

Tree #: 1013
Species: Silver Maple

*High Risk Potential*

DEH: \(42''\) # of trunks: 1 Height: 65' Spread: 45' (3 Leads)

Form: [ ] generally symmetric [x] minor asymmetry [ ] major asymmetry [ ] stump sprout [ ] stag-headed

Crown class: [ ] dominant [ ] co-dominant [ ] intermediate [ ] suppressed

Live crown ratio: 80% Age class: [ ] young [ ] semi-mature [ ] mature [x] over-mature/serescent

Pruning history: [ ] crown cleaned [ ] excessively thinned [ ] topped [ ] crown raised [ ] pruned [ ] crown reduced [ ] flush cuts [ ] cabled/braced [ ] none [x] multiple pruning events Approx. dates:

Special Value: [ ] specimen [ ] heritage/historic [ ] wildlife [ ] unusual [ ] street tree [ ] screen [ ] shade [ ] indigenous [ ] protected by gov. agency

**TREE HEALTH**

Foliation color: [ ] normal [ ] chlorotic [ ] necrotic [ ] Epileptic? Y N

Foliation density: [ ] normal [x] sparse Leaf size: [ ] normal [x] small

Annual shoot growth: [ ] excellent [ ] average [ ] poor Twig Dieback? Y N

Woundwood development: [ ] excellent [ ] average [ ] poor [ ] none

Vigor class: [ ] excellent [ ] average [ ] fair [ ] poor

Major pests/diseases: Heart rot disease, Black stem, Insect damage, Trunk cavity, Nesting holes

**SITE CONDITIONS**

Site Character: [ ] residence [ ] commercial [ ] Industrial [ ] park [ ] open space [ ] natural [ ] woodland/forest

Landscape type: [ ] parkway [ ] raised bed [ ] container [ ] mound [ ] lawn [ ] shrub border [ ] wind break

Irrigation: [ ] none [x] adequate [ ] inadequate [ ] excessive [ ] trunk wetted

Recent site disturbance? Y N construction [ ] soil disturbance [ ] grade change [ ] line clearing [ ] site clearing

% dripline paved: 0% 10-25% 25-50% 50-75% 75-100% Pavement lifted? Y N

% dripline w/ till soil: 0% 10-25% 25-50% 50-75% 75-100%

% dripline grade lowered: 0% 10-25% 25-50% 50-75% 75-100%

Soil problems: [ ] drainage [ ] shallow [ ] compacted [ ] droughty [ ] saline [ ] alkaline [ ] acidic [ ] small volume [ ] disease center [ ] history of fail [ ] clay [ ] expansive [ ] slope ___° aspect: ___

Obstructions: [ ] lights [ ] signage [ ] line-of-sight [ ] view [ ] overhead lines [ ] underground utilities [ ] traffic [ ] adjacent veg. [ ]

Exposure to wind: [ ] single tree [ ] below canopy [ ] above canopy [ ] recently exposed [ ] windward, canopy edge [ ] area prone to windthrow

Prevailing wind direction: [ ] westerly Occurrence of snow/ice storms: [ ] never [ ] seldom [ ] regularly

**TARGET**

Use Under Tree: [ ] building [ ] parking [x] traffic [x] pedestrian [ ] recreation [x] landscape [ ] hardscape [ ] small features [ ] utility lines

Can target be moved? Y N Can use be restricted? Y N

Occupancy: [ ] occasional use [ ] intermittent use [ ] frequent use [x] constant use

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**TREE DEFECTS**

**ROOT DEFECTS:**

- Suspect root rot: Y [ ] N
- Mushroom/cork/bracket present: Y [ ] N
- ID: __________

**Exposed roots:**

- V [ ] severe
- □ moderate
- □ low

**Undermined:**

- □ severe
- □ moderate
- □ low

**Root pruned:** distance from trunk __________

**Root area affected:** %

**Buttress wounded:** Y [ ] N

**When:**

**Restricted root area:**

- □ severe
- □ moderate
- □ low

**Potential for root failure:**

- □ severe
- □ moderate
- □ low

**LEAN:**

20 deg. from vertical

- [ ] natural
- □ unnatural
- □ self-corrected

**Soil heaving:** Y [ ] N

**Decay in plane of lean:** Y [ ] N

**Roots broken:** Y [ ] N

**Soil cracking:** Y [ ] N

**Compounding factors:**

- [ ] Severe cavity in trunk
- [ ] Top heavy
- Lean severity: □ severe
- □ moderate
- □ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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**HAZARD RATING**

- Tree part most likely to fail: TRUNK
- Inspection period: __________ annual __________ biannual __________ other

Failure Potential + Size of Part + Target Rating = Hazard Rating

\[
4 + 4 + 4 = 12
\]

**HAZARD ABATEMENT**

**Prune:**

- □ remove defective part
- □ reduce end weight
- □ crown clean
- □ thin
- □ raise canopy
- □ crown reduce
- □ restructure
- □ shape

**Cable/Brace:**

- Inspect further: □ root crown
- □ decay
- □ aerial
- □ monitor

**Remove tree:** Y [ ] N

**Replace:** Y [ ] N

**Move target:** Y [ ] N

**Other:** __________

**Effect on adjacent trees:**

- [ ] none
- □ evaluate (if removed)

**Notification:**

- □ owner
- □ manager
- □ governing agency

**Date:** __________

**COMMENTS**

Multiple points/areas of Decay/rot in trunk and scaffolds of tree. Severe decay of tree affecting private trees on north side of sidewalk. Excessive end weight on scaffolds and branches. High Risk Potential for failure at the trunk and scaffolds of the tree. Recommend Immediate removal and replace with new tree suitable for street lawn area.
LEAD "B" NESTING HOLE RECENT TRIMS

LEAD "C" DECAY/ROT

TOP HEAVY
DEPTH OF NESTING HOLE/CAVITY (20" +/-) IN LEAD "A"
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 26 Willowsale Drive
Map/Location: South side of street
Owner: public ✓ private unknown other
Date: 10/24/24 Inspector: Kyle Sears (NV-66834)
Date of last inspection:

HAZARD RATING:
\[
\frac{4}{+} + \frac{4}{+} + \frac{4}{=} = 12
\]
Failure + Size of part Target = Hazard Rating

Immediate action needed
Needs further inspection
Dead tree

TREE CHARACTERISTICS

Tree #: 3639 Species: Silver Maple
DBH: 48" # of trunks: 1 Height: 65' Spread: 46' (H california)
Form: ☐ generally symmetrical ☑ minor asymmetry ☐ major asymmetry ☐ stump sprout ☐ stag-headed
Crown class: ☐ dominant ☑ co-dominant ☐ intermediate ☐ suppressed
Live crown ratio: 75% Age class: ☐ young ☐ semi-mature ☐ mature ☑ over-mature/geriatric
Pruning history: ☐ crown cleaned ☐ excessively thinned ☐ topped ☐ crown raised ☐ pollarded ☐ crown reduced ☐ flush cuts ☐ cabled/braced
☐ none ☑ multiple pruning events Approx. dates:
Special Value: ☐ specimen ☐ heritage/historic ☐ wildlife ☐ unusual ☑ street tree ☐ screen ☐ shade ☐ indigenous ☐ protected by gov. agency

TREE HEALTH

Follikage color: ☑ normal ☐ chlorotic ☐ necrotic ☐ Epicormics? Y N
Follikage density: ☑ normal ☐ sparse Leaf size: ☐ normal ☑ small
Annual shoot growth: ☑ excellent ☐ average ☑ poor Twig Dieback? Y N
Woundwood development: ☑ excellent ☐ average ☑ poor ☐ none
Vigor class: ☑ excellent ☐ average ☐ fair ☑ poor
Major pests/diseases: Black Stump, numerous nesting holes, evidence of insects

SITE CONDITIONS

Site Character: ☑ residence ☐ commercial ☐ industrial ☐ park ☐ open space ☐ natural ☐ woodland/forest
Landscape type: ☐ parkway ☐ raised bed ☐ container ☐ mound ☑ lawn ☐ shrub border ☐ wind break
Irrigation: ☐ none ☑ adequate ☐ inadequate ☐ excessive ☐ trunk wetted
Recent site disturbance? Y ☑ ☐ construction ☐ soil disturbance ☐ grade change ☐ line clearing ☐ site clearing
% driveway paved: 0% 10-25% ☑ 25-50% ☐ 50-75% ☐ 75-100% Pavement lifted? Y N
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Soil problems: ☐ drainage ☐ shallow ☐ compacted ☐ droughty ☐ saline ☐ alkaline ☐ acidic ☐ small volume ☐ disease center ☐ history of fail
☐ clay ☑ expansive ☐ slope ___ aspect: __________
Obstructions: ☐ lights ☐ signage ☐ line-of-sight ☐ view ☐ overhead lines ☐ underground utilities ☐ traffic ☐ adjacent veg. ☐
Exposure to wind: ☑ single tree ☐ below canopy ☐ above canopy ☐ recently exposed ☐ windward, canopy edge ☐ area prone to windthrow
Prevailing wind direction: Westerly Occurrence of snowice storms ☐ never ☐ seldom ☑ regularly

TARGET

Use Under Tree: ☑ building ☐ parking ☐ traffic ☑ pedestrian ☐ recreation ☐ landscape ☐ hardscape ☐ small features ☐ utility lines
Can target be moved? Y ☑ Can use be restricted? Y ☑
Occupancy: ☐ occasional use ☐ intermittent use ☐ frequent use ☑ constant use

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**TREE DEFECTS**

**ROOT DEFECTS:**

- Suspect root rot: Y [ ] N [ ]
- Mushroom/conk/bracket present: Y [ ] N [ ]
- Exposed roots: [ ] severe [ ] moderate [ ] low
- Undermined: [ ] severe [ ] moderate [ ] low
- Root pruned:_________ distance from trunk
- Root area affected: _______%
- Buttress wounded: Y [ ] N [ ]
- When:_________
- Restricted root area: [ ] severe [ ] moderate [ ] low
- Potential for root failure: [ ] severe [ ] moderate [ ] low
- LEAN: [ ] deg. from vertical [ ] natural [ ] unnatural [ ] self-corrected
- Soil heaving: Y [ ] N [ ]
- Decay in plane of lean: Y [ ] N [ ]
- Roots broken: Y [ ] N [ ]
- Soil cracking: Y [ ] N [ ]

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<td>Cankers/galls/burls</td>
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<td>Previous failure</td>
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</tbody>
</table>

**HAZARD RATING**

- Tree part most likely to fail: [TRUNK]
- Inspection period: _______ annual ______ biannual ______ other ______
- Failure Potential + Size of Part + Target Rating = Hazard Rating
  \[4 + 4 + 4 = 12\]

**HAZARD ABATEMENT**

- Prune: [ ] remove defective part [ ] reduce end weight [ ] crown clean [ ] thin [ ] raise canopy [ ] crown reduce [ ] restructure [ ] shape
- Cable/Brace: [ ] Inspect further: [ ] root crown [ ] decay [ ] aerial [ ] monitor
- Remove tree: Y [ ] N [ ] Replace? Y [ ] N [ ] Move target: Y [ ] N [ ] Other:
- Effect on adjacent trees: [ ] none [ ] evaluate
- Notification: [ ] owner [ ] manager [ ] governing agency Date: 10/24/23

**COMMENTS**

Severely exposed and girdling roots along with mechanical damage just above root collar with insect damage and cavity at major union of leads with numerous nesting holes/cavities in leads and being 70% heavy and unbalanced makes this tree a high risk for failure. Recommend immediate removal and replace with new tree. (Size according to known species area)
A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas

TREE HAZARD EVALUATION FORM 2nd Edition

Site/Address: 916 S. Grosvenor Road

Map/Location: east side of street

Owner: public ☑ private ☐ unknown ☐ other ☐

Date: 10/25/23 Inspector: Kyle Sears (NY-6663A)

Date of last inspection: ____________

HAZARD RATING:

\[
\text{Failure Potential} + \text{Size of Part} + \text{Target Rating} = \text{Hazard Rating}
\]

☑ Immediate action needed
☐ Needs further inspection
☐ Dead tree (Declining Tree)

TREE CHARACTERISTICS

Tree #: 3033 Species: Norway Maple

DBH: 40" # of trunks: 1 Height: 55' Spread: 45'

Form: ☐ generally symmetric ☑ minor asymmetry ☐ major asymmetry ☐ stump sprout ☐ stag-headed

Crown class: ☐ dominant ☐ co-dominant ☐ intermediate ☐ suppressed

Live crown ratio: 75 % Age class: ☑ young ☐ semi-mature ☑ mature ☐ over-mature/senescent

Pruning history: ☑ crown cleaned ☑ excessively thinned ☑ topped ☑ crown raised ☐ polluted ☐ crown reduced ☐ flush cuts ☐ cabled/braced

☐ none ☑ multiple pruning events Approx. dates: ____________

Special Value: ☐ specimen ☐ heritage/historic ☐ wildlife ☐ unusual ☑ street tree ☐ screen ☐ shade ☐ indigenous ☐ protected by gov. agency

TREE HEALTH

Follicle color: ☑ normal ☐ chlorotic ☐ necrotic ☐ Epicormics? Y N

Follicle density: ☑ normal ☐ sparse Leaf size: ☐ normal ☐ small

Annual shoot growth: ☐ excellent ☐ average ☑ poor Twig Dieback? Y N

Woundwood development: ☐ excellent ☐ average ☑ poor ☐ none

Vigor class: ☑ excellent ☐ average ☑ fair ☐ poor

Major pests/diseases: Multiple Nesting Holes Black Stem, insect damage

SITE CONDITIONS

Site Character: ☐ residence ☐ commercial ☐ industrial ☐ park ☐ open space ☐ natural ☐ woodland/forest

Landscape type: ☐ parkway ☐ raised bed ☐ container ☐ mound ☑ lawn ☐ shrub border ☐ wind break

Irrigation: ☐ none ☐ adequate ☐ inadequate ☐ excessive ☐ trunk wetted

Recent site disturbance? Y ☑ construction ☐ soil disturbance ☐ grade change ☐ line clearing ☐ site clearing

% dripline paved: 0% 10-25% 25-50% ☐ 50-75% 75-100% Pavement lifted? Y ☐

% dripline w/ fill soil: 0% 10-25% 25-50% ☐ 50-75% 75-100%

% dripline grade lowered: 0% 10-25% 25-50% ☐ 50-75% 75-100%

Soil problems: ☐ drainage ☐ shallow ☑ compacted ☐ droughty ☐ saline ☐ alkaline ☐ acidic ☐ small volume ☐ disease center ☐ history of fail

☐ clay ☐ expansive ☐ slope _______ aspect: _____________

Obstructions: ☐ lights ☐ signage ☐ line-of-sight ☐ view ☐ overhead lines ☐ underground utilities ☐ traffic ☐ adjacent veg. ☐

Exposure to wind: ☑ single tree ☐ below canopy ☐ above canopy ☐ recently exposed ☐ windward, canopy edge ☐ area prone to windthrow

Prevailing wind direction: Westerly Occurrence of snow/ice storms ☐ never ☐ seldom ☐ regularly

TARGET

Use Under Tree: ☐ building ☑ parking ☐ traffic ☐ pedestrian ☐ recreation ☐ landscape ☐ hardscape ☐ small features ☐ utility lines

Can target be moved? Y ☑ Can use be restricted? Y ☐

Occupancy: ☐ occasional use ☐ intermittent use ☐ frequent use ☑ constant use

The International Society of Arboriculture assumes no responsibility for conclusions or recommendations derived from use of this form.
**TREE DEFECTS**

**ROOT DEFECTS:**

Suspect root rot: ☑ N  Mushroom/conk/bracket present: Y N  ID:

Exposed roots: ☐ severe  ☐ moderate  ☐ low  Undemined: ☐ severe  ☐ moderate  ☑ low

Root pruned: _______ distance from trunk  Root area affected: _______%  Butress wounded: ☑ Y N  When: _______

Restricted root area: ☑ severe  ☐ moderate  ☐ low  Potential for root failure: ☐ severe  ☐ moderate  ☐ low

**LEAN:** 20°  deg. from vertical  ☑ natural  ☐ unnatural  ☐ self-corrected  Soil heaving: ☑ Y N

Decay in plane of lean: ☑ Y N  Roots broken: ☑ Y N  Soil cracking: ☑ Y N  Compounding factors: Severe Splitting/Cracking, Unbalanced 70% Heavy  Lean severity: ☑ severe  ☐ moderate  ☐ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

<table>
<thead>
<tr>
<th>DEFECT</th>
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<td>Multiple attachments</td>
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<td>Included bark</td>
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<td>Wounds/seam</td>
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<td>Decay</td>
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<td>Cavity</td>
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<td>Deadwood/stubs</td>
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<td>Borers/termites/ants</td>
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<tr>
<td>Previous failure</td>
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<td>☑ m</td>
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</tbody>
</table>

**HAZARD RATING**

Tree part most likely to fall: ☑ TRUNK  Failure potential: 1 - low; 2 - medium; 3 - high; 4 - severe

Inspection period: _______ annual  ☑ biannual  ☐ other  Size of part: 1 - <6" (15 cm); 2 - 6-18" (15-45 cm);

Failure Potential + Size of Part + Target Rating = Hazard Rating 3 - 18-30" (45-75 cm); 4 - >30" (75 cm)

Target rating: 1 - occasional use; 2 intermittent use;

4 + 4 + 4 = 12  3 - frequent use; 4 - constant use

**HAZARD ABATEMENT**

Prune: ☑ remove defective part  ☑ reduce end weight  ☐ crown clean  ☐ thin  ☑ raise canopy  ☐ crown reduce  ☐ restructure  ☐ shape

Cable/Brace: ☑ none  ☐ evaluate  ☑ Inspect further: ☑ root crown  ☑ decay  ☑ aerial  ☐ monitor

Remove tree: ☑ Y N  Replace? ☑ Y N  Move target: ☑ Y N  Other:

Effect on adjacent trees: ☑ none  ☐ evaluate  ☑ Date: 10/25/23

Notification: ☑ owner  ☐ manager  ☐ governing agency  ☑ Date: 10/25/23

**COMMENTS**

Compromised Roots, trunk and scaffolds in multiple areas throughout tree. The tree is unbalanced and top heavy and is a high risk for failure. Recommend immediate removal and replace with tree that fits the tree lawn area.
**A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas**

**TREE HAZARD EVALUATION FORM**

2nd Edition

---

**Site/Address:** 68 Brooklawn Drive

**Map/Location:** Easterly side of street

**Owner:** public

**Date:** 10/25/23  Inspector: Kyle Sears (NY6683A)

**HAZARD RATING:**

\[
\frac{4}{4} + \frac{4}{4} + \frac{4}{4} = 12
\]

Failure + Size + Target = Hazard Rating

- Immediate action needed
- Needs further inspection
- Dead tree

---

**TREE CHARACTERISTICS**

**Tree #: S496  Species:** Norway Maple

**Diameter at Breast Height (DBH):** 30″

**# of trunks:** 1

**Height:** 55′

**Spread:** 40′

**Form:**
- □ generally symmetric
- □ minor asymmetry
- □ major asymmetry
- □ stub sprout
- □ stag-headed

**Crown class:**
- □ dominant
- □ co-dominant
- □ intermediate
- □ suppressed

**Live crown ratio:** 85%

**Age class:**
- □ young
- □ semi-mature
- □ mature
- □ over-mature/encestent

**Pruning history:**
- □ crown cleaned
- □ excessively thinned
- □ topped
- □ crown raised
- □pollarded
- □ crown reduced
- □ flush cuts
- □ cabled/braced
- □ none
- □ multiple pruning events

**Approx. dates:**

**Special Value:**
- □ specimen
- □ heritage/historic
- □ wildlife
- □ unusual
- □ street tree
- □ screen
- □ shade
- □ indigenous
- □ protected by gov. agency

---

**TREE HEALTH**

**Foliation color:**
- □ normal
- □ chlorotic
- □ necrotic
- **Epiphragmics?** Y    N

**Foliation density:**
- □ normal
- □ sparse
- □ Leaf size:
  - □ normal
  - □ small

**Annual shoot growth:**
- □ excellent
- □ average
- □ poor

**Twigs Dieback?** Y    N

**Woundwood development:**
- □ excellent
- □ average
- □ poor
- □ none

**Vigor:**
- □ excellent
- □ average
- □ fair
- □ poor

**Major pests/diseases:** Black Stump, Nesting Holes, Root Decay

---

**SITE CONDITIONS**

**Site Character:**
- □ residence
- □ commercial
- □ industrial
- □ park
- □ open space
- □ natural
- □ woodland/forest

**Landscape type:**
- □ parkway
- □ raised bed
- □ container
- □ mound
- □ lawn
- □ shrub border
- □ windbreak

**Irrigation:**
- □ none
- □ adequate
- □ inadequate
- □ excessive
- □ trunk wetted

**Recent site disturbance?**
- □ construction
- □ soil disturbance
- □ grade change
- □ line clearing
- □ site clearing

**% drixpline paved:**
- 0%
- 10-25%
- 25-50%
- 50-75%
- 75-100%

**Pavement lifted?** Y    N

**% drixpline w/fill soil:**
- 0%
- 10-25%
- 25-50%
- 50-75%
- 75-100%

**% drixpline grade lowered:**
- 0%
- 10-25%
- 25-50%
- 50-75%
- 75-100%

**Soil problems:**
- □ drainage
- □ shallow
- □ compacted
- □ drouth
- □ saline
- □ alkaline
- □ acidic
- □ small volume
- □ disease center
- □ history of fail
  - □ clay
  - □ expansive
  - □ slope
  - □ aspect

**Obstructions:**
- □ lights
- □ signage
- □ line-of-sight
- □ view
- □ overhead lines
- □ underground utilities
- □ traffic
- □ adjacent veg.

**Exposure to wind:**
- □ single tree
- □ below canopy
- □ above canopy
- □ recently exposed
- □ windward, canopy edge
- □ area prone to windthrow

**Prevailing wind direction:**
- □ Westerly

**Occurrence of snow/ice storms:**
- □ never
- □ seldom
- □ regularly

---

**TARGET**

**Use Under Tree:**
- □ building
- □ parking
- □ traffic
- □ pedestrian
- □ recreation
- □ landscape
- □ hardscape
- □ small features
- □ utility lines

**Can target be moved?** Y    N

**Can use be restricted?** Y    N

**Occupancy:**
- □ occasional use
- □ intermittent use
- □ frequent use
- □ constant use

---

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**TREE DEFECTS**

**ROOT DEFECTS:**

Suspect root rot: ☐ Y ☐ N  Mushroom/cork/bracket present: ☐ Y ☐ N  ID: ____________________________

Exposed roots: ☐ severe  ☐ moderate  ☐ low  Undetermined: ☐ severe  ☐ moderate  ☐ low

Root pruned: ________ distance from trunk  Root area affected: ________%  Buttress wounded: ☐ Y ☐ N  When: ____________________________

Restricted root area: ☐ severe  ☐ moderate  ☐ low  Potential for root failure: ☐ severe  ☐ moderate  ☐ low

LEAN: ________ deg. from vertical  ☐ natural  ☐ unnatural  ☐ self-corrected  Soil heaving: ☐ Y ☐ N

Decay in plane of lean: ☐ Y ☐ N  Roots broken: ☐ Y ☐ N  Soil cracking: ☐ Y ☐ N

Compounding factors: Wound broken  Unbalanced  Top heavy  Lean severity: ☐ severe  ☐ moderate  ☐ low

**CROWN DEFECTS:** Indicate presence of individual defects and rate their severity (s = severe, m = moderate, l = low)

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**HAZARD RATING**

Tree part most likely to fail: ____________________________

Inspection period: ________ annual  ________ biannual  ________ other ____________________________

Failure Potential + Size of Part + Target Rating = Hazard Rating

4 + 4 + 4 = 12

**HAZARD ABATEMENT**

Prune: ☐ remove defective part  ☐ reduce end weight  ☐ crown clean  ☐ thin  ☐ raise canopy  ☐ crown reduce  ☐ restructure  ☐ shape

Cable/Brace: ____________________________

Remove tree: ☐ Y ☐ N  Replace? ☐ Y ☐ N  Move target: ☐ Y ☐ N  Other: __________________________________________

Inspect further: ☐ root crown  ☐ decay  ☐ aerial  ☐ monitor

Effect on adjacent trees: ☐ none  ☐ evaluate

Notification: ☐ owner  ☐ manager  ☐ governing agency  Date: 10/25/23

**COMMENTS**

"Remaining tree with. Trimming of Deadwood/Hangers is Unbalanced & Top Heavy. Black Streak Evident in root collar and trunk of tree w/ numerous nesting holes indicates Declining tree. High Risk Potential for failure and recommend immediate removal and replace w/ new tree that is suitable for tree kill area."
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,

Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,

Councilmembers

BE IT RESOLVED, that correspondence dated January 19, 2024 from Town Supervisor William W. Moehle regarding a request to approve the membership renewal of the Town with the Association of Towns of the State of New York for the year 2024 for a cost of $1,950.00 and to designate Supervisor Moehle as the official delegate to attend the annual business meeting of the Association, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby approves the membership renewal of the Town with the Association of Towns of the State of New York for the year 2024 for a cost of $1,950.00 and hereby designates Supervisor Moehle as the official delegate to attend the annual business meeting of the Association.

Dated: January 24, 2024

William W. Moehle, Supervisor  Voting __
Christopher K. Werner, Councilmember  Voting __
Robin R. Wilt, Councilmember  Voting __
Christine E. Corrado, Councilmember  Voting __
Nathaniel V. Salzman, Councilmember  Voting __
January 19, 2024

Honorable Town Board
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Board Members,

RE: Renew Membership and Appoint Delegate to Association of Towns

I’m requesting that the Town Board approve renewing the 2024 annual membership for the Association of Towns of the State of New York in an amount not to exceed $1,950 and designate me as the delegate for the annual business meeting of the Association to be held on February 18, 2024.

The Association of Towns provides training and information, and advocacy for towns like Brighton on the State and federal levels, as well as litigation support. Membership in the organization has proven beneficial.

Sincerely,

William W. Moehle
Town Supervisor
November 1, 2023

Town of Brighton
County Of Monroe

Annual Town Association Membership Dues for the year beginning January 1, 2024 as authorized by Article 8 of the Town Law.

Dues: $1,950.00

These dues are computed from the latest complete information of your town's "Total Town Revenue" as reported to the Office of the State Comptroller.

Claimant's Certification

I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the municipality is exempt are not included.

GERRY K. GEIST
Executive Director
October 30, 2023

Dear Town Clerk:

I’m writing to remind your town to assign a delegate (and an alternate) to attend our Annual Business Meeting with the purpose of electing the president, five vice presidents and voting on the Association’s annual legislative platform. Assignments should be made to town officials who plan on attending the 2024 Training School and Annual Meeting, to be held at the New York Marriott Marquis, February 18-21, 2024.

**To assign your delegate:** The town board must adopt a resolution designating its delegate (and alternate). The alternate will assume delegate voting responsibilities if, the delegate cannot vote for any reason. After the resolution complete and submit the enclosed Certificate of Designation to us no later than February 2, 2024.

**Important dates for the delegate:** The optional Informational Budget Hearing will be held Sunday, February 18, 2024. Voting will take place at the Annual Business Meeting on Wednesday, February 21, 2024.

**A note about membership dues:** For a delegate to cast their vote at the Annual Business Meeting, your town’s 2024 dues must be received in the office by February 2, 2024. We are unable to apply dues payments received by mail in our office after that date, no exceptions.

Kindest regards,

Gerald K. Geist
Executive Director
CERTIFICATE OF DESIGNATION

This form must be filed with:
THE ASSOCIATION OF TOWNS OF THE STATE OF NEW YORK, 150 STATE STREET, ALBANY, NY 12207

By FEBRUARY 2, 2024
In order to establish eligibility and credentials to vote at the 2024 Business Session

TO: THE OFFICERS AND MEMBERS OF
The Association of Towns of the State of New York

To Ensure Correct Spelling On Badges, Please Print Or Type

I, ____________________________, Town Clerk of the Town of ________________________, in the County of ________________________ and State of New York DO HEREBY CERTIFY that the town board of the aforesaid town has duly designated the following named person to attend the Annual Business Session of the Association of Towns of the State of New York, to be held during February 21, 2024, and to cast the vote of the aforesaid town, pursuant to 56 of Article III of the Constitution and Bylaws of said Association:

NAME OF VOTING DELEGATE________________________________________________________

TITLE ______________________________ E-MAIL ADDRESS ____________________________
ADDRESS ________________________________________________________________________

In the absence of the person so designated, the following named person has been designated to cast the vote of said town:

NAME OF ALTERNATE______________________________________________________________

TITLE ______________________________ E-MAIL ADDRESS ____________________________
ADDRESS ________________________________________________________________________

In WITNESS WHEREOF, I have hereunto set my hand and the seal of said town this _____ day of _________________, 20___.

____________________________________
Town Clerk
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York

PRESENT:

WILLIAM W. MOEHLE,
Supervisor

CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

BE IT RESOLVED, that correspondence dated January 17, 2024 from Town Engineer Ken Hurley, P.E. regarding a request to authorize the Supervisor to execute a MS4 Operator Certification Form for eReports in connection with the SPDES General Permit for Stormwater Discharges From Municipal Separate Storm Sewer Systems (GP-0-24-001), be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a MS4 Operator Certification Form for eReports in connection with the SPDES General Permit for Stormwater Discharges From Municipal Separate Storm Sewer Systems (GP-0-24-001).

Dated: January 24, 2024

William W. Moehle, Supervisor          Voting ___
Christopher K. Werner, Councilmember   Voting ___
Robin R. Wilt, Councilmember           Voting ___
Christine E. Corrado, Councilmember    Voting ___
Nathaniel V. Salzman, Councilmember    Voting ___
January 17, 2024

The Honorable Town of Brighton Town Board
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618

Re: NYSDEC SPDES General Permit for Municipal Separate Storm Sewer Systems (MS4s) GP-0-24-001
Notice of Intent (NOI)

Dear Supervisor Moehle and Town Board Members:

On December 13, 2023, the NYSDEC issued a new General Permit for stormwater discharges from Municipal Separate Storm Sewer Systems (MS4 GP-0-24-001) which became effective on January 3, 2024. As a requirement of the new MS4 GP-0-24-001, MS4 Operators must submit a notice of intent (NOI) electronically to the NYSDEC. We are requesting that the Town Board authorize the Town Supervisor to endorse the NOI application by executing the MS4 Operator Certification Form, a copy of which is attached, in order to comply with the SPDES Permit requirements.

As always, your consideration of matters such as this is greatly appreciated. A representative from our office will be in attendance at your January 24, 2024, meeting to respond to any questions.

Respectfully,

Ken Hurley, P.E.
Town Engineer

Cc: Evert Garcia
Rick DiStefano
John Mancuso
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water
625 Broadway, Albany, New York 12233-3500
P: (518) 402-8233 | F: (518) 402-9029
www.dec.ny.gov

MS4 Operator Certification Form for eReports

SPDES General Permit for
Stormwater Discharges From
Municipal Separate Storm Sewer Systems (GP-0-24-001)

Instructions
Please review Part X.J. of GP-0-24-001 before signing this form. A signature by an unauthorized person will delay permit coverage.

This form must be signed by one of the following:
1. For a corporation: by a responsible corporate officer
2. For a partnership: by a general partner
3. For a sole proprietorship: by the proprietor
4. For a municipality, state, federal or other public agency: by a principal executive officer or ranking elected official

MS4 Operator Name: ____________________________

eReport Submission Number: ______________________________

MS4 Operator Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (please print or type) __________________________ Title __________________________ Organization __________________________

Signature __________________________ Date __________________________

NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
At a Town Board Meeting of the Town of Brighton, Monroe County, New York, held on the 24th day of January 2024 at Brighton Town Hall, 2300 Elmwood Avenue in the Town of Brighton, New York 

PRESENT:

WILLIAM W. MOEHLE,
Supervisor
CHRISTOPHER K. WERNER
ROBIN R. WILT
CHRISTINE E. CORRADO
NATHANIEL V. SALZMAN,
Councilmembers

BE IT RESOLVED, that correspondence dated January 22, 2024 from Assistant Engineer Brendan Ryan regarding a request to authorize the Supervisor to execute an agreement with ACES Energy to conduct test drill and thermal conductivity testing on Town Hall property in connection with the Town Hall renovations project in an amount not to exceed $26,400 and for the Supervisor to approve any necessary change orders for certain additional work identified in Table 1 not to exceed 10% of the contract amount, for a total amount not to exceed $29,040, and to authorize the Finance Director to make any necessary budget amendments related to said project, be received and filed; and further

BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute an agreement with ACES Energy to conduct test drill and thermal conductivity testing on Town Hall property in connection with the Town Hall renovations project in an amount not to exceed $26,400 and for the Supervisor to approve any necessary change orders for certain additional work identified in Table 1 not to exceed 10% of the contract amount, for a total amount not to exceed $29,040, and to authorize the Finance Director to make any necessary budget amendments related to said project.
Dated: January 24, 2024

William W. Moehle, Supervisor      Voting   ___
Christopher K. Werner, Councilmember Voting   ___
Robin R. Wilt, Councilmember        Voting   ___
Christine E. Corrado, Councilmember Voting   ___
Nathaniel V. Salzman, Councilmember Voting   ___
January 22, 2024

The Honorable Town Council  
Town of Brighton  
2300 Elmwood Avenue  
Rochester, New York 14618

Re: Geothermal Test Well Project

Dear Councilmembers:

The Town of Brighton is embarking on the design phase of the Town Hall Renovations project. As part of this project, geothermal has been identified as the preferred HVAC technology to be included in the renovations. The first step in system design is to conduct a test well drill on Town Hall property to determine feasible drilling depths and test thermal conductivity of the area’s geology. This will allow for proper design and system sizing.

Town staff solicited quotes from three qualified local geothermal firms (ACES Energy, Geotherm, and Van Hee/Moravec) to conduct test drill and thermal conductivity testing, with a quote due date of January 18, 2024. ACES Energy was the only firm to provide a quote, with an estimate of $26,400 to complete a 499-foot test well and thermal conductivity testing. The proposal includes a few add/deduct rates based on potential issues that could arise in drilling, as follows:

<table>
<thead>
<tr>
<th>Add $475/hour</th>
<th>Standby rate in case of drilling needing to be paused due to excessive gas buildup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add $185/hour</td>
<td>Rate for onsite work if gas venting or monitoring is needed</td>
</tr>
<tr>
<td>Deduct $18/foot</td>
<td>Reduced drilling cost in case of full depth being unreachable due to geological conditions</td>
</tr>
</tbody>
</table>

Town staff is requesting authorization for the Town Supervisor to enter into an agreement with ACES Energy to complete this work for a not to exceed cost of $26,400, for authorization for the Town Supervisor to authorize change orders and additional work as outlined in Table-1 above, within 10% of the project cost, and for the Finance Department to make any necessary amendments to the budget to proceed with this project. Town staff and the Attorney to the Town will review the agreement prior to presenting it to the Town Supervisor for signature. As always, your consideration of matters such as this is greatly appreciated.

Sincerely,

Brendan Ryan
Department of Public Works

Cc John Mancuso
Cc Ken Hurley
Alternative Carbon Energy Systems, Inc, ("ACES-Energy ") hereby enters into an agreement contract with:

Customer Name: Town of Brighton January 16, 2024

Based on the terms set forth below. Please note the exemptions from specified plans and details.

Scope of work:

- Thermal Conductivity Testing of (1) 499' well at TOWN HALL
  - ACES Energy to sub-contract Nothnagle drilling to complete the drilling of up to a 499' vertical geothermal bore.
    - Included is 40' of steel casing. Any casing beyond 40' will be billed at $45.00 / foot.
    - If a drilling depth of 499' is deemed not practical for any reasons (gas, voids, salt, etc), the drilling price will be reduce by $18.00 / foot. (for example, if only 400’ is reached, a price deduct of $1,782.00 will be applied to the final invoice).
    - The town will be immediately informed that the target depth is not obtainable.
    - A standby rate of $475.00 / hr will be imposed if the drill rig needs to pause drilling for excessive gas or salt before safely removing from the site.
    - If gas venting or on-site gas monitoring is required, a labor rate for two (2) team members to perform venting tasks or alike will be billed at a total of $185 / hr per crew of (2).
    - Does not include any costs for plugging of well or any other potential items necessary if deemed necessary
    - We take no responsibility of potential risks due to drilling depth
  - ACES Energy to prepare the site with necessary silt fence and spoil control (straw bales or alike) prior to drilling
  - Upon completion of work, ACES Energy to remove spoils and return ground to a level area (no topsoil/grass seed).
  - ACES Energy assumes that NO permit is necessary
  - ACES Energy to perform a thermal conductivity test including the following...
    - Geothermal Resources Technologies (GRTI) testing equipment
    - 25 KW generator supply including transport, set up/tear down and fuel
    - Loop filling and flushing to prepare for TC test
    - Daily check-in on generator and fueling. Remote monitoring via the GRTI equipment
    - Complete continuous 48 hour thermal conductivity test
    - Delivery of the standard GRTI TC test report within 10 business days of completion of the TC test
    - ACES Energy to provide certificate of insurance
    - Assume prevailing wage.

Exclusions:
Must provide safe working location for stand-alone generator to run 48-hours continuous without interuption

We are pleased to submit the bid for the above work for a sum of: $26,400.00

Price valid for 30 days
MATTERS OF THE SUPERVISOR