# VILLAGE BOARD MEETING AGENDA

Monday, September 11, 2017 at 7:00 PM
Village Hall Board Room

7:00 P.M. Citizens' Forum

7:30 P.M. Board Meeting

Visitors: Wendy Rugaber, FPMA, Scarecrow Festival
Scott Winner, Executive Director, FPPBC, Fairport Oktoberfest 2017

Pledge Allegiance

**Roll Call**

Unfinished Business:

1. A motion to approve the minutes of the August 14, 2017 Village Board Meeting.
2. A motion to approve the minutes of the August 29, 2017 Village Board Work Session.

**New Business**

1. A motion to authorize the Fairport Perinton Merchants Association to hold a Scarecrow Festival on Saturday, October 7, 2017 from 10:00 A.M. to 3:00 P.M. Cornstalks on Main Street, decorations at the Village Hall, Kennelly Park, and the Fairport Junction will be done the week of October 2, 2017. Scarecrows will be placed along Main Street from Church Street to High Street on the evening of October 6th and the morning of October 7th. Children's activities will be next to the Main Street Mercantile. The merchants are requesting permission for a sidewalk sale throughout the day and no parking on Main Street from Church Street to High Street from 8:00 A.M. to 5:00 P.M. on October 7th. Garbage cans shall be emptied as late as possible on Friday, October 6th. The scarecrows will stay up until Friday, October 20th.

2. A motion to authorize the Fairport Perinton Partnership for a Better Community to hold the 2017 Fairport Oktoberfest on Friday, October 6th from 3:00 P.M. to 12:00 A.M. and on Saturday, October 7th from 12:00 P.M. to 12:00 A.M. Fairport Junction will be closed from 3:00 A.M. Thursday, October 5th through noon on Sunday, October 8th. The event will be held at the Fairport Junction Festival site to benefit ongoing activities of the Fairport Perinton Partnership for a Better Community. The Department of Public Works will transport the steel barricades and four picnic

benches from the North Bank Pavilion. The Fairport Municipal Commission will ensure the electric services are available for the event.

3. A motion to enter into a Commercial Lease Agreement with Canal East Company for the Public Dock and Boater's Restrooms and to authorize Frederick H. May, as Mayor, to execute the agreement.

4. A motion to enter into a Professional Services Agreement with the Fairport-Perinton Healthy Communities Healthy Youth Initiative and to authorize Frederick H. May, as Mayor, to execute the agreement.

5. A motion to enter into a Revocable License Agreement with the Village of Fairport Industrial Development Agency for Thomas Creek Park wetlands and to authorize Frederick H. May, as Mayor, to execute the agreement.

6. **A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF FAIRPORT OUTLINING A DETERMINATION OF A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE FOR THE PURPOSES OF THEIR REVIEW OF THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AS IT PERTAINS TO THE BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. LEASE AGREEMENT**

**WHEREAS**, Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless ("Verizon Wireless") proposes to construct and operate a wireless telecommunications facility (the "Project") pursuant to an Option and Tower Lease Agreement (the "Lease") with the Village of Fairport (the "Village"), pertaining to property located at 37 Summit Street, Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as Tax Map Number 153.17-2-72 (the "Property"); and

**WHEREAS**, representatives of Verizon Wireless previously met with Village officials to discuss the Project and the Lease; and

**WHEREAS,** the Village Board of the Village of Fairport (the "Board") is fully familiar with the Property and the surrounding area; and

**WHEREAS**, the Project and the Lease are unlisted actions under SEQRA and the Board is the only involved agency and, therefore, the Lead Agency; and

**WHEREAS**, the Board has reviewed the Project, the Lease and all other materials submitted in connection therewith.

**NOW, THEREFORE**, be it resolved by the Board that:
Based upon the Board's thorough and careful review of the Project, the Lease, and all other materials submitted in connection therewith, the Board hereby determines that the Project and the Lease will not result in any significant environmental impacts and hereby issues a negative declaration pursuant to SEQRA.

**REASONS SUPPORTING THE NEGATIVE DECLARATION:**

1. Air, Water, Noise, Waste, Erosion, Drainage, Site Disturbance Effects: The Project will not create any adverse change in the existing air quality, water quality or noise levels, nor in solid waste production, nor potential for erosion, nor promote flooding or drainage problems. The Project will produce minimal, if any, disturbance of soil and vegetation, with minimal storm run-off.

2. Aesthetics, Agriculture, Archaeology, History, Natural or Cultural Resource, Community or Neighborhood Character: The Project will not adversely affect agricultural, archaeological, historical, natural, or cultural resources. The Project is a public utility which must be located as and where necessary to provide essential wireless telecommunications service. Although a facility of this nature will be visible, it is a colocation on an existing Village tower and, as such, its overall visibility will be minimized to the maximum extent possible.

3. Vegetation, Fish, Wildlife, Significant Habitats, Threatened or Endangered Species. No plant or animal life will be adversely affected by the Project.

4. Community Plans, Use of Land or Natural Resources. The Lease and the Project is in keeping with the official community plans and goals and will have no adverse effects on land-use or the use of natural resources by or in the community.

5. Growth, Subsequent Development, etc. The Project will not induce any significant or adverse growth or subsequent development.

6. Long Term, Short Term, Cumulative, or Other Effects. The Project will not have any significant adverse long term, short term, cumulative, or other environmental effects.

7. Critical Environmental Area. The Project will not have an impact on any Critical Environmental Area as designated in 6 NYCRR, subdivision 617.14(g).

8. Public Health and Safety. The Project will have no adverse impacts on the public health. The Board recognizes that the Project will enable Verizon Wireless to provide reliable wireless telecommunications service to the Village, enabling individuals, businesses and emergency service provider's access to this essential service. The Project will promote the general health, safety and welfare of the citizens of the Village by providing access to a modern, reliable system of wireless telecommunications service.

Further, the Board finds that none of the criteria for determining significance set forth in § 617.7(c)(1)(i)-(xii) would be implicated as a result of this Project.

Notice of this determination of non-significance shall be filed to the extent required by the applicable regulations under SEQRA and as may be deemed advisable by the Board.

7. A motion to enter into an Option and Tower Lease Agreement with Verizon Wireless and to authorize Frederick H. May, as Mayor, to execute the agreement.

8. A motion to accept the donation of a Bicycle Repair Station valued at $1,900 from the Fairport Rotary Foundation.

9. A motion to accept the August Cash Flow Reports of the Village of Fairport and the Fairport Municipal Commission.

10. A motion to authorize payment of the audited bills.

11. A motion to authorize the Clerk-Treasurer to pay $517,592.00 to Pierce Manufacturing, Inc., upon delivery of a new Pierce Pumper.

12. A motion to amend the previously approved amount of $46,000 to pay health and dental insurance premiums for the month of September to $41,317.98.

13. A motion to authorize the Clerk-Treasurer to pay health and dental insurance premiums for the month of October, in an initial estimated amount not to exceed $46,000, subject to audit and amending authorization by the Village Board at their regularly scheduled October meeting.

14. Announcements and Committee Reports.

15. Upcoming Village Board meetings:

    - Village Board Work Session: Tuesday, September 26, 2017 at 4:00 P.M.
    - Joint Village Boards Meeting: Monday, October 2, 2017 at 7:00 P.M.
    - Regular Village Board Meeting: Tuesday, October 10, 2017 at 7:30 P.M. with the Citizens’ Forum at 7:00 P.M.

    All meetings will be held at the Fairport Village Hall, 31 South Main Street, Fairport, NY, in the 2nd floor Boardroom.

16. A motion to adjourn.

Agenda Item #1

September 5, 2017
Re: Scarecrow Festival October 7, 2017

Kay,
Please forward this onto the Village Board for consideration of our Scarecrow Festival event scheduled for October 7, 2017 10-3p.

We plan on the following;

Place cornstalks along Main St, decorate the Village Hall, Kennelley Park and The Fairport Junction the week of October 2nd. Scarecrows will be placed along Main St from Church St to High St on Friday evening October 6 and Saturday morning.

We have many activities planned for the day. The merchants are requesting permission for a sidewalk sale throughout the day.

We ask that cars not be allowed to park on Main St the day of the event. We plan to have a children's activity area next to Main St Mercantile.

We would ask for garbage cans to be emptied as late as possible on Friday October 6.

Finally, we ask that the scarecrows will be allowed to stay up until Friday October 20.

Request to DPW;
No parking on Main St from Church St to High St from 8am-5pm October 7.

Please feel free to contact me with any questions. I am hoping to present at the Village Board meeting September 11.

Wendy Rugaber
FPMA President
Scarecrow Festival Co-Chair
(585) 738-8267

Agenda Item #2

Oktoberfest
October 6 & 7
www.FairportOktoberfest.org

FAIRPORT PERINTON PARTNERSHIP
for a Better Community

## Fairport Oktoberfest 2017

### Agenda Item for Village Board Consideration/Action

**Event:** Fairport Oktoberfest
**Date:** Friday 10/6, Saturday 10/7, 2017
**Hours of operation**: Friday, 3pm - 12am; Saturday - Noon - 12am
**Location:** Fairport Junction Festival Site
**Purpose:** The purpose of this event is to celebrate German-American culture raise funds to support the ongoing activities of the Fairport Partnership for a Better Community, a not-for-profit, volunteer - based community development organization.

**Requested village board action:**

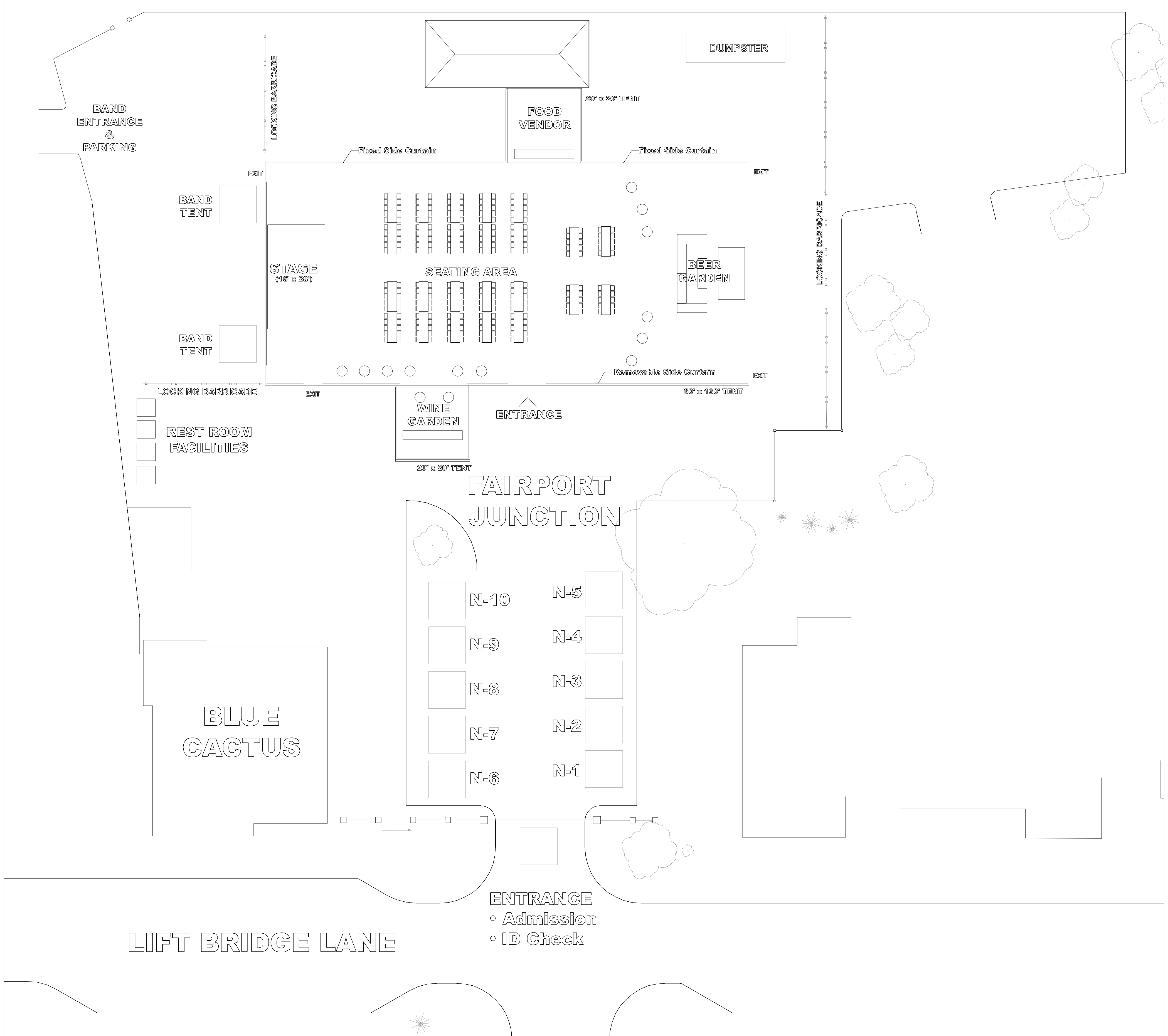
- Approve use of the Fairport Junction Festival Site, including the pavilion, for the Oktoberfest event; approve the service of alcohol therein - specifically, we are requesting special permission under Chapter 163 to serve alcoholic beverages.
- Waiver of permit fees for three advertising banner placements. Will work with code enforcement to secure locations.
- Waiver of tent permit and restoration fees.
- Waiver of alcohol permit fees

**Requested Village Assistance:**

1. DPW transport of steel barricades from their facility to the Fairport Junction site and return them post-event.
2. Transport four picnic benches from the North Bank (Box Factory) pavilion to the Fairport Junction site Friday morning; return Monday morning.
3. The FMC to ensure Fairport Junction electric service is fully operational.
4. Closure of Fairport Junction from 3am Thursday 10/3 - 12pm Sunday 10/6

**Fairport Oktoberfest at-a-glance:**

- Produced by the Fairport Partnership for a Better Community and the Fairport Foundation in conjunction with Fairport Perinton Merchants Association, Fairport Rotary, Fairport Masons, Learning Links, FBH Foundation, and The Perinton Historical Society. Proceeds benefit each of the above-listed partners and each have agreed to help staff the event.
- Admission: $5 at gate. Corporate sponsor employees free.
- Activities, food and alcohol sales limited to the Fairport Junction site only.
- Event alcohol license and dram insurance to be obtained by the FPPBC, all necessary health department permits will be secured.
- Event will carry general liability insurance coverage naming Village of Fairport as additional insured.
- Security staff, (Intercept Security), on duty throughout the event, minimum 3 officers during festival hours, one over night.
- Village noise ordinances will be observed.
- Entertainment to include traditional German entertainment: Friday night: opening ceremonies with the Federation of German American Societies, German folk dancers, Finger Lakes Alpine Band, the Fairport Fire Department Band under the direction of Kapellmeister Steve Kindred followed by the popular rock band Those Idiots. On Saturday: the Alp Horn Society, Genesee Valley Alpine Band, Tryst.
- Volunteers from the above-listed organizations and other citizens supportive of our efforts will staff the ticket booth, check ID's for proof of age and band those determined to be of legal drinking age. No wrist band, no alcoholic beverage.
- Port-o-lets and waste service privately contracted, on-site.
- Site clean-up will performed by vendors and volunteers on Sunday morning.



DUMPSTER
BAND ENTRANCE & PARKING
LOCKING BARRICADE
FOOD VENDOR
20' x 20' TENT
Fixed Side Curtain
Fixed Side Curtain
EXIT
EXIT
BAND TENT
STAGE (16' x 20')
SEATING AREA
BEER GARDEN
LOCKING BARRICADE
BAND TENT
Removable Side Curtain
EXIT
LOCKING BARRICADE
EXIT
60' x 130' TENT
WINE GARDEN
ENTRANCE
20' x 20' TENT
REST ROOM FACILITIES
FAIRPORT JUNCTION
N-10
N-5
N-9
N-4
N-8
N-3
N-7
N-2
N-6
N-1
BLUE CACTUS
ENTRANCE
• Admission
• ID Check
LIFT BRIDGE LANE

# *COMMERCIAL LEASE AGREEMENT*

## *Public Dock and Boater's Restrooms*

Between

**The Village of Fairport**

and

**Canal East Company**

**THIS AGREEMENT** made effective the ________ day of September, 2017, by and between the **VILLAGE OF FAIRPORT**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 31 South Main Street, Fairport, New York, 14450, Monroe County, New York, hereinafter called "**Tenant**", and **CANAL EAST COMPANY**, a limited liability corporation having offices at 210 Packett's Landing, Fairport, New York, 14450 hereinafter called "**Landlord**."

**WITNESSETH:**

**WHEREAS**, Welker Property Management is the management corporation of certain premises owned by Canal East Company, located in the Village of Fairport, New York, which premises are more particularly described and attached hereto and made part hereof, and

**WHEREAS**, the Landlord owns and operates a building on said premises known as PACKETT'S LANDING and desires to lease a part of said development to the Tenant in accordance with the terms and conditions hereinafter set forth;

**NOW, THEREFORE,** in consideration of the rental herein reserved and of the covenants, conditions, agreements and stipulations hereinafter expressed, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that part of Landlord's said building together with the right to use in common with other tenants thereof, the parking area, common driveways and common areas shown on said plot plan, subject, however to the reasonable rules and regulations now and hereafter adopted by Landlord. Said plot plan is attached hereto for the sole purpose of designating the size of said space and the approximate size and location of the parking areas and shall not be deemed a representation by Landlord of any other facts disclosed thereby. Landlord reserves the right to make alterations or additions to the demised premises and to add buildings elsewhere in the development. Said space known as Suite 510 of the C building of Packett's Landing, located at 16-20 Parker Street, Fairport, New York, hereinafter referred to as demised "premises", shall have outside dimensions measuring approximately 586 square feet.

2. TERM:

The term of this lease shall be for a period of five years commencing on September 1, 2017 and expiring on May 31, 2022. Tenant shall have three additional five year options to renew and shall commence at the end of each term. After the commencement of the first year of the agreement, the fiscal year cycle for purposes of this lease shall be from June 1 – May 31. Tenant shall give landlord ninety (90) days written notice of their intent to renew. Upon renewal, all terms and condition are to remain the same unless otherwise agreed to by the parties. After the commencement of the third term, either party may cancel this lease with one hundred eighty (180) days' notice to the other party.

3. FIXTURES:

Tenant shall have the right, without interrupting Landlord, to place furniture and fixtures and connect its equipment prior to commencement of the term as aforesaid without, however, being required to pay any rental therefore. In making such installations or performing any other work, Tenant agrees that the same shall be carried on in such a manner as to avoid or prevent any labor disputes.

4. RENT:

Tenant covenants to pay to Landlord or Landlord's designated agent at its office, or at a place and in a manner otherwise designated by Landlord, as rental for said premises during the lease term a guaranteed annual rental in the sum of $3,516 based on $6/square foot. Tenant agrees to increase rent 2% per year per the length of the agreement, until otherwise terminated by either party.

**Term**

September 2017-May 31, 2018 = $2,637
June 1, 2018 – May 31, 2019 = $3,586
June 1, 2019 – May 31, 2020 = $3,658
June 1, 2020 – May 31, 2021 = $3,731
June 1, 2021 – May 31, 2022 = $3,806

5. COMMON AREAS:

Common areas and facilities furnished by Landlord shall include parking areas, access driveways, mall areas and other such areas and facilities as may be furnished by Landlord and designated for the benefit of the Tenants in the development, all of which areas and facilities shall be subject to exclusive control of management by Landlord. Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations in respect to such areas and facilities and use thereof.

6. USE OF PREMISES:

a. The Tenant shall use the entire demised premises only for the purpose of a public restrooms to docked boaters.

b. Tenant will keep the inside and outside of all glass in the doors and windows of the premises clean; will replace promptly at its own expense with glass of like kind and quality any plate glass or window glass on the premises which may have become cracked or broken, unless by fire or unless caused by the negligence or willful misconduct of Landlord, will not place or maintain any merchandise or other articles in the vestibule or entry of the premises, on the foot walk adjacent thereto or elsewhere in the exterior itself; will not permit undue accumulation of garbage, trash, rubbish and other refuse, and will keep such refuse in proper containers on the interior of the premises until called for to be removed; will comply with all published laws and ordinances and all valid rules and regulations of the government of the United States, the State of New York and the County of Monroe, or any agency thereof, and all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the premises by Tenant; will not receive or ship articles of any kind except through the rear of the premises whenever possible; will not park and will require its employees to refrain from parking, any vehicle on Landlord's land except in such places as may be reasonably designated by Landlord for the use of Tenant and its employees; and will conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of business operation.

c. Tenant will not place or suffer to be placed or maintained on the exterior of the premises any sign, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtain Landlord's written approval thereof; said approval not to be unreasonably withheld; and Tenant will maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

7. REPAIRS:

The Tenant shall take good care of the demised premises and shall make all repairs necessitated by the conduct of the Tenant or imputed to the Tenant at its own expense. Upon the expiration or at the termination of this lease, the Tenant shall surrender the demised premises to the Landlord in as good condition as at the commencement of the term, ordinary wear and tear and damage by fire or the elements expected. Tenant is prohibited from making any structural improvements, alterations or additions to the demised premises without first obtaining the written approval and said approval not to be unreasonably withheld, and all such improvements, alterations or additions made by the Tenant excluding Tenant's trade fixtures and movable equipment which shall remain the property of the Tenant shall be the property of the Landlord, and shall remain upon and be surrendered with the premises, as part thereof, at the expiration or termination of this lease unless landlord requires removal of any and all improvements made by the tenant. In the event that any mechanics' liens is filed against the premises as a result of any repairs, improvements, alterations or additions made by the Tenant, the

Landlord, after ten (10) days written notice to Tenant, may pay the said lien, without inquiring into the validity thereof, and the Tenant shall pay as additional rent hereunder on the first day of the next month following such payment by Landlord. Landlord shall have the right to install and maintain in the demised premises all utility lines and electric wiring and all other appliances necessary for the operation of the balance of the building of which the demised premises form a part, and shall have access to the demised premises at all reasonable times upon prior reasonable notice and in cases of emergency at any time for the purpose of examining same or of making such repairs or changes as the Landlord may deem necessary. No claim shall be made by, or compensation paid to the Tenant by the Landlord by reason of inconvenience, annoyance, loss or damage arising from the necessity of making such repairs, however, the necessity may occur, nor shall there be any abatement in rent during such period of time. However, Landlord shall remain liable for the acts or negligence of Landlord, its agents, servants or employees.

8. UTILITIES:

Tenant agrees to pay for their own heat, air conditioning, water and electric.

9. SIGNS:

Tenant agrees to furnish, install and maintain only such signs advertising his business orproducts as shall be approved by Landlord in writing; said approval not to be unreasonably withheld. Upon receipt of said approval from Landlord, Tenant shall obtain all necessary permits from municipal authorities for the erection and maintenance of signs. Tenant must submit drawing size, material, method for mounting, style and color of proposed sign.

10. MAINTENANCE:

The Tenant, at its own expense, shall keep the premises clean, both inside and outside, and will remove all refuse from the premises, and shall not obstruct any sidewalk or corridor adjacent to the demised premises (andshall remove all snow and ice from any such sidewalks). Tenant shall not burn any rubbish of any description upon the said premises. No goods, wares, or merchandise shall be displayed and/or sold outside of the building and premises herein leased, except with the express written consent of the Landlord; said consent not to be unreasonably withheld. In all cleaning operations by the Tenant, all trash and sweepings shall be deposited by Tenant in Tenant's containers maintained by the Tenant for that purpose and brought to the trash pickup area only on those days reasonably designated by the Landlord.

11. EMPLOYEE PARKING – RECEIVING:

Tenant shall require its employees to use employee parking lot as reasonably designated by the Landlord for the parking of employees' cars. Tenant agrees that all receiving and delivery of goods and merchandise and removal of refuse shall be made by way of the loading areas or rear entrance designated for the Tenant's use. Receiving or delivering through the front door shall only be upon such terms and hours asmay be deemed reasonable at the sole discretion of the Landlord.

12. CASUALTY:

If the demised premises shall be damaged by fire or other causes, but are not wholly untenantable, the damage shall be repaired by the Landlord upon receipt of the insurance proceeds, and at its own expense. In such an event, the lease shall not terminate as of the date of the fire or other cause, but shall remain in full force and effect, but the rent shall be apportioned according to the part of the demised premises usable by Tenant. Due allowances shall be made for delays from labor troubles, material shortages, or any other causes, whether similar or dissimilar to the foregoing, beyond Landlord's unreasonable control. If, however, the demised premises are rendered wholly unrentable by fire or other causes, or in the event that the demised premises cannot be reasonably restored within ninety (90) days following such damage so as to permit full resumption by tenant of its business operation, or in the further event that Landlord does not , within thirty (30) days following such damage or destruction commence and diligently pursue restoration of the premises or in the further event that the landlord shall, within forty-five (45) days after such damage or destruction, give tenant written notice, and the Tenant shall immediately vacate the demised premises and surrender the same to the Landlord, paying the rent to the time said premises were wholly untenantable, to the time said premises are surrendered to Landlord. If, however within said ninety (90) days Landlord shall notify Tenant that it intends to repair and rebuild the demised premises, then this lease shall not terminate, but shall remain in full force and effect, except that the rent shall abate while said premises are wholly unrentable, but shall commence again when the premises are restored and ready for occupancy.

13. EMINENT DOMAIN:

a. If the fee for the entire demised premises and the land underlying the same is condemned or appropriated by any competent authority, then and in that of this lease shall cease and terminate on the date possession is given to the condemning authority, unless an earlier date is set by Landlord and approved by Tenant. If the fee of a substantial part, but less than all of the demised premises and the land underlying the same is so condemned or appropriated, and if the remainder of the demised premises can reasonably, in Tenant's opinion, be used for substantially the same purpose and in substantially the same manner, with the same amount of floor space, as the demised premises prior to such condemnation or appropriation, then this lease shall continue in full force without change, with respect to the remaining portion of the premises. The foregoing notwithstanding, the Landlord at its option may notify Tenant, in writing, of its desire to terminate this lease, such termination to be effective on date set by Landlord and approved by the Tenant. If this lease shall so continue, the Landlord shall, at its own cost and expense, with reasonable promptness, repair and/or rebuild the remaining portion of the demised premises. Provided, however, that the Landlord shall in no event be required to expend for such work an amount in excess of the amount of money received by said Landlord for the taking of the portion of the premises condemned. The amount of money received by Landlord shall mean that part of the award in condemnation which is free and clear to Landlord of any demand by mortgage, mortgages or other secured parties for the value of the diminished fee. If, during the performance of any such work, the business of the Tenant is substantially interrupted, the rent shall be equitably adjusted until such work is completed. If the part of the demised premises not condemned cannot be used for substantially the same purposes and in substantially the same manner, with the same amount of space, as the demised premises prior to such condemnation, the Landlord and the Tenant shall have the option to terminate this lease by written notice to the other within ninety (90) days after the date to taking. If any such notice be given, the lease shall terminate at the end of the month in which notice is given.

b. In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving the right of claim to any part thereof; provided, however, Tenant shall have the right or claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's merchandise, furniture, fixtures and such leasehold improvements and equipment to which title has not been vested in Landlord pursuant to the terms of this lease.

c. Tenant agrees to promptly execute any and all instruments as may be reasonably required to effectuate provisions of this section.

14. FIRE INSURANCE:

a. Landlord shall carry fire insurance protecting the entire development in an amount which it may deem adequate, and Tenant agrees not to use or allow on the said premises anything to invalidate said insurance policy or which will cause an increase in the rate thereof, and Tenant agrees to pay on written demand any such increase.

b. The Tenant shall be liable for any damage to the building or property therein not covered by Landlord's fire and extended casualty insurance which may be caused by Tenant's act or negligence or the acts of his agents, employees or customers and the Landlord may, at its option, repair such damage and the Tenant shall thereupon reimburse and compensate the Landlord as additional rent within five (5) days after rendition of a statement by the Landlord for the total cost of such repair and damage. The Tenant hereby indemnifies and agrees to hold harmless and free from damages sustained by persons or property against all claims of third persons for damages arising out of Tenant's use of the premises and for all damages and monies paid out by the Landlord in settlement of any claims or judgments as well as for all reasonable expenses and attorney's reasonable fees incurred in connection therewith, only if such is due to the Tenant's negligence.

c. In the event that this lease shall commence or terminate at a time other than a calendar year beginning or ending the cost shall be apportioned on a monthly basis.

15. PLATE GLASS AND PUBLIC LIABILITY INSURANCE:

Tenant shall also carry, at its own expense, public liability insurance with coverage of at least $1, 000,000 and $50,000 property damage for the benefit of both Landlord and Tenant. Copies of the certificates of insurance shall be delivered to the Landlord and shall contain an endorsement by the company agreeing to give the Landlord ten (10) days written notice before canceling the coverage for any reason. Should the Tenant fail to pay the premium on said policies, Landlord may pay the same and charge the payment thereof to the Tenant as additional rental on the next rental payment date. Tenant agrees to name as additional insured on the fire and liability policy Canal East Co. and Welker Property Management, Inc.

16. ORDINANCES:

The Tenant shall comply with all published laws, orders, rules and regulations of federal, state, county and municipal authorities, and with any direction of any public office and officers, pursuant to law, which shall impose any duty upon them with respect to the use or occupation of the demised premises and shall promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fires at Tenant's own cost and expense. There shall be no abatement of rent for any period of untenantability caused by the imposition of such laws, orders, rules or regulations by such authorities, providing it is the obligation of the Tenant to comply with same. Tenant further agrees not to permit any objectionable noise or anything tending to create a nuisance or to disturb other tenants or occupants of neighboring property, nor permit any offensive odor to be emitted, nor to conduct or allow upon said premises any business which is contrary to law.

17. SUBORDINATION:

This lease is subject to all mortgages or trust deeds that may now or hereafter affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, the Tenant shall execute any reasonable certificate that the Landlord shall request at no expense to the Landlord within thirty (30) days after prior written notice. Tenant shall execute and deliver whatever instruments may be required for such purpose.

18. ASSIGNMENT OR SUBLEASE:

The Tenant shall not assign or encumber this agreement without written consent of the Landlord, said consent not to be unreasonably withheld, and any mortgagee having a lien on the premises. The Tenant shall not underlet, license to use or permit the demised premises or any part thereof to be used by others except to an affiliate, division or group of the Tenant, without the written consent of the Landlord in each and every instance said consent not to be unreasonably withheld.

19. TAXES:

Landlord, at its own expense, covenants and agrees to pay when due to the proper governmental agency or department all duties and taxes and assessments, extraordinary as well as ordinary, as may be levied upon the demised premises and/or the development or any part thereof.

20. JURY WAIVER AND LEGAL EXPENSES:

In the event of litigation arising between the parties hereto the venue for any action may be laid in Monroe County, State of New York at the option of the Landlord, and the parties further agree that the lease herein shall be governed by the laws of the State of New York. Tenant waives the right to trial by jury in any suit or proceedings arising out of the Landlord and Tenant relationship, except any action involving personal injury or property damage.

21. WAIVER:

The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

22. DEFAULT:

The following shall constitute a default under the terms hereof:

a. In case Tenant fails to pay the rents herein reserved when due after fourteen (14) days' notice inwriting tothe Tenant, Landlord may sue for the same or recover possession by summary proceedings, or otherwise, and if possession be recaptured for non-payment of rent,whether between the rents herein reserved for the remainder of the term, plus the possession, less the rents actually received by the Landlord during the remainder of the term, it being understood that the Landlord may re-rent for a longer or shorter period than the remainder of the term herein provided, and suit may be brought for the rent or damages for each month if the Landlord so desires.

b. In the event that the Tenant shall abandon the said premises for a period in excess of thirty (30)days during the term hereof, the whole sum to be paid as rental throughout the entire term of this lease shall immediately become due and payable, and the Landlord may also, at its option, re-enter upon the said premises and relet the same, and it is expressly agreed that the Tenant shall not be entitled to credit for the rents so received until the whole sum due from the Tenant to Landlord, including reasonable damages, expenses, attorney's fees, cost of alterations and repairs as herein provided shall have been fully paid, and nothing in this paragraph shall be deemed to have waived any other right or remedy of this Landlord.

c. In order to more effectively secure to the Landlord the rent and other terms herein provided, it is agreed as a further condition of this lease that the filing of any petition in bankruptcy, or assignment for the benefit of creditors by or against the Tenant shall be deemed to constitute a breach of this lease, and thereupon ipso facto and without entry or any other action by the Landlord this lease shall become and be terminated and notwithstanding any other provisions of this lease, the Landlord shall forthwith upon such termination be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof, less the fair rental value of the premises for the residue of said term.

d. Except for defaults provided above in "(a)" and "(b)", and "(c)", in case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now and hereafter to be reasonable established by the Landlord, and upon failure to discontinue such violation within thirty (30) days after written notice thereof given to Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void and the Landlord may re-enter without further notice or demand. The rent in such cases shall become due and Tenant shall be liable for the difference between the rents herein reserved for the remainder of the term, plus the expense of re-rental and the expense of procuring possession, less the rents actually received by the Landlord during the remainder of the term, it being understood that the Landlord may re-rent for a longer or shorter period than the remainder of the term herein provided, and suit may be brought for the rent. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation; and/or in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, order, regulations and requirements of any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay, therefore, the said cost and expense shall be added to the next month's rent and be due and payable as such.

It is expressly understood and agreed between the parties hereto that the Landlord shall have the right of injunction and of any other right or remedy available by law or in equity, in the event of a breach, attempted breach or threatened breach of any covenant, condition, term or agreement of this lease by the Tenant, in addition to any and all other rights and remedies to which it may be entitled under this lease or otherwise.

It is further understood by and between the parties hereof that all rights and remedies herein given or granted in this paragraph to the Landlord are cumulative, non-exclusive and in addition to any and all rights and remedies that it may have or be given by reason of any law, statute, ordinance or otherwise.

23. SUCCESSORS AND ASSIGNS:

The conditions, covenants and agreements in the aforesaid lease contained, are to be kept and performed by parties hereto and shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns . "The terms of this lease shall be binding upon and inure to the benefit of the parties hereto, their property shall be transferred by the Landlord to a third party, so that the Landlord ceases to have an ownership interest in the leased property, the Landlord shall be free from any claim by the Tenant arising from this lease for any cause of action accruing after Landlord's transfer of the leased property and not caused by Landlord."

24. NOTICE:

Any notice by said lease to be given by the Tenant to the Landlord are prerequisite to termination of the lease by the Tenant or as a prerequisite to the reduction of rentals shall also be given to a mortgagee during the term of a mortgage affecting demised premises and that any right of the Tenant effective under such notice shall take effect only after notice so given to the mortgagee and that performance by the mortgagee shall satisfy any conditions of the lease requiring performance by the Landlord.

25. ADDRESS FOR NOTICES:

Any bill, statement, notice or communication which Landlord may be required to give to Tenant hereunder shall be deemed sufficiently given or rendered if delivered in person or sent by mail addressed to the Tenant at Fairport Village Hall, Attn: Village Manager, 31 South Main Street, Fairport, New York, 14450 or sent by mail to any other, the Tenant may from time to time designate in writing. Any notice by Tenant to the Landlord must be served by mail addressed to the Landlord at the address where the last previous rental hereunder was paid. Unless otherwise notified in writing, such rental payments shall be made by mailing to Landlord at: Welker Property Management, Inc., 210 Packett’s Landing, Fairport, New York, 14450.

26. MARGINAL NOTES AND TYPE OF LEASE:

The marginal notes are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this lease nor in any way affect this lease. In the event demised premises have already been erected, Tenant accepts demised premises in present condition and any provisions herein relating to construction of demised premises shall be deemed to have no effect.

27. BROKERS:

The Tenant warrants that the Tenant has not had any dealings with any realtor, broker or agent in connection with the negotiation of this lease and agrees to pay and to hold the Landlord harmless from any cost, expense or liability for any compensation, commissions or charges claimed by any other realtor, broker or agent (including but not limited to those named above) contracted by Tenant with respect to this lease and/or the negotiation thereof, provided said broker or agent is claiming a fee based upon the acts of Tenant.

28. SECURITY DEPOSIT:

Tenant has deposited with Landlord the sum of $-0- upon execution of this lease as security for the full and faithful performance of each and every term, provision, covenant and conditions of this lease. In the event Tenant defaults in respect of any of the terms, provisions, covenants or conditions of this lease, including but not limited to the payment for rent, Landlord may use, apply or retain the whole or any part of such security for the payment of any rent in default or for any other sum which Landlord may spend or be required to spend by reason of Tenant's default. Should Tenant faithfully and fully comply with all terms, provisions, covenants and conditions of this lease, the security or any balance thereof shall be returned to Tenant, or, at the option of the Landlord, to the last assignee of Tenant's interest in the lease at the expiration of the term thereof.

29. RELATIONSHIP:

It is mutually agreed that the relationship of the parties shall remain only that of Landlord and Tenant, and under no circumstances are they to be considered partners or joint ventures.

30. QUIET ENJOYMENT:

The Landlord covenants and agrees with the Tenant that upon the Tenant paying said rent, and performing all the covenants and conditions of the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, for the sum aforesaid, subject, however to the terms of the lease.

31. ENTIRE AGREEMENT:

It is understood and agreed by the parties hereto that this lease shall constitute the only agreement between them relative to the demised premises and that no oral statement or no prior written matter extrinsic of this instrument shall have any force or effect. The Tenant agrees that he/she has signed this lease fully aware of the conditions of the premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified except by writing subscribed by both parties. The taking possession of the demised premises by the Tenant shall be conclusive evidence, as against the Tenant, that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, unless Tenant notifies the Landlord within thirty (30) days of possession of any unsatisfactory conditions which Landlord shall promptly correct.

32. WAIVER OF SUBROGATION:

Landlord hereby releases Tenant, and Tenant hereby releases Landlord to the extent of their respective fire, with extended coverage endorsement, insurance policies from all claims for loss or damage to the property of the other, whether or not caused by the negligence of the other. If, at any time the insurance carrier of either party refuses to write (and if no other responsible insurance carrier will write) insurance policies which consent to or permit such release of liability, then such party shall notify the other party, and upon the giving of such notice, this Section of the lease shall be void and of no effect.

33. INTERPRETATION:

a. If more than one person, partnership or corporation or any combination of one or more of same is set forth as Tenant herein, then the obligations imposed under this lease upon the Tenant shall be joint and several.

b. Any payment required to be made by the Tenant under the provisions of this lease (in addition to the payments of rent provided for in paragraph 5) not made by Tenant when and as due shall thereon be deemed to be and shall become additional rent hereunder. All additional rent under this lease shall be due and payable by Tenant to the Landlord on written demand.

c. This lease shall be governed exclusively by the provision hereof and by the laws of the State of New York.

d. If this lease is a Sublease, whether the terms "Lease", "Tenant" and "Landlord" are used herein, the same shall be interpreted to mean and shall be read as "Sublease", "Subtenant" and "Sublandlord" respectively,whenever the sense of this lease so requires.

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**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**VILLAGE OF FAIRPORT**

Dated: ______________________  BY: ________________________________
Frederick H. May
Village Mayor

**CONTRACTOR**

Dated: ______________________  BY: ________________________________
Craig Welker
Duly Authorized Agent for Canal East Company, LLC

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of __________, 2017 before me, the undersigned, a Notary Public in and for said State, **FREDERICK H. MAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of __________, 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public

# *PROFESSIONAL SERVICES AGREEMENT*

Between the
**VILLAGE OF FAIRPORT**
and
**FAIRPORT-PERINTON HEALTHY COMMUNITIES-HEALTHY YOUTH INITIATIVE**

**THIS AGREEMENT** made effective the ________ day of September, 2017, by and between the **VILLAGE OF FAIRPORT**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 31 South Main Street, Fairport, New York, 14450, Monroe County, New York, hereinafter called "**Village**", and the **FAIRPORT-PERINTON HEALTHY COMMUNITIES-HEALTHY YOUTH INITIATIVE**, an asset initiative having offices at 38 West Church Street, Fairport, New York, 14450 hereinafter called "**Contractor**."

**WITNESSETH:**

**WHEREAS,** the youth deserve to grow up safe, healthy, loved secure, and well-educated; and

**WHEREAS,** many families need support to meet the needs of their youth in this stressful society; and

**WHEREAS**, the Town of Perinton, Village of Fairport, and Fairport Central School District have joined in partnership to focus on intentionally building development assets for Fairport-Perinton youth through the Healthy Communities-Healthy Youth Initiative to raise caring, responsible healthy youth; and

**WHEREAS**, because of its traditions, community spirit, Fairport Pride, and strong sense of caring, Fairport-Perinton will focus on making these efforts succeed, and in doing so, will remain a model for other communities to follow; and

**WHEREAS**, it is desirous of the parties to enter into a services agreement to provide, deliver and execute the goals and services listed herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.**

a. The Contractor will promote and provide the services and initiatives as contained in the April 28, 2013 Resolution Endorsing Fairport-Perinton Healthy Communities-Healthy Youth Initiative for Positive Youth Development, which is attached hereto as **Appendix "A"** and incorporated as if fully set forth herein as well as the 40 Development Assets on an as needed basis, which is attached hereto as **Appendix "B"** and incorporated as if fully set forth herein.

a. The Town of Perinton, Village of Fairport, and Fairport Central School District has joined and will collaborate in partnership to focus on intentionally building development assets for Fairport-Perinton youth through the Healthy Communities-Healthy Youth Initiative to raise caring, responsible, healthy youth.

c. The Chemical Prevention Advisory Council (CPAC) partnership will continue to promote and support wellness and healthy lifestyles to our youth while addressing issues surrounding alcohol and other drug use in our schools and community.

d. The Dignity for All Students Act (DASA) will continue to address our needs to remain diligent in our efforts to eliminate harassment, bullying, cyberbullying, and discrimination.

e. It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing by the Department Head or his designee of the Village with the approval, by resolution or motion of the Fairport Village Board and further evidenced by the execution of a supplemental agreement between the Village and the Contractor.

2. **TERM**. The term shall commence on June 1, 2017 and terminate on May 31, 2018. Continuous annual renewals are at the discretion of the Village of Fairport.

3. **CONSIDERATION.** Consideration shall not exceed $1,500 for services rendered.

4. **INSURANCE.** Contractor agrees to maintain insurance as specified by attached **Appendix "C"** and shall provide the Fairport Clerk-Treasurer with a certificate of insurance naming the Village of Fairport as an additional insured. Self-employed persons must carry such workers' compensation coverage as directed by the Clerk-Treasurer. If Workers' Compensation Insurance is required by law and Contractor fails to provide it then this Agreement shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees, in compliance with the provisions of such law. The cost of obtaining any additional insurance shall be the responsibility of Contractor.

5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.**

a. It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

b. Contractor, if applicable, agrees to comply with the Federal Commercial Driver's License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

c. In acceptance of this Agreement, Contractor covenants and certifies that it will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **GOVERNING LAW AND VENUE**.

a. The Laws of the State of New York, excluding its choice of law provisions, shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Monroe County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.

7. **CONFLICT OF INTEREST.** Contractor hereby stipulates and certifies that there is no member of the Fairport Village Board or other Fairport Village Officer or Employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.

9. **WARRANTIES AND REPRESENTATIONS.** Contractor warrants and represents, that it is qualified by training and experience to perform the services outlined in this Agreement.

10. **CONFIDENTIAL INFORMATION**. The Contractor agrees that any information or data obtained, documents produced, or any other material received by the Contractor during the furtherance of Contractor's obligations in accordance with this Agreement will be treated by the Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.

11. **INDEPENDENT CONTRACTOR STATUS.** Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Village of Fairport, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

12. **HOLD HARMLESS.** Contractor shall at all times save harmless the Village of Fairport, its officers, and its employees, together with their officers, agents, servants, and

employees, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Contractor or its agents, officers, employees and/or sub-contractors and in particular as may arise from Contractor's performance under this contract, except those arising out of any willful misconduct or grossly negligent act of Village.

13. **NOTICE OF INJURY.** In the event that Contractor's employee, agent, or sub-contractor is injured or causes injury or damage while in performance of services under this Agreement then Contractor shall cause written notice to be served upon the Village Clerk-Treasurer at 31 South Main Street, Fairport, New York 14450 within twenty-four hours of any such injury or damage.

14. **AUDIT.** Contractor shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, Contractor shall provide the Village with appropriate documentation should the Village wish to conduct an audit relative to the expenditure of the funds pursuant to this agreement.

15. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. Contractor specifically acknowledges its responsibility to examine the Budget to assure itself that the within contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the object purpose of the contract, the within contract shall be unenforceable, unless approved by a majority of a roll call vote of the Fairport Village Board. The contract shall be deemed executory only to the extent of money available to the Village of Fairport for the performance of the terms hereof and the Village of Fairport shall incur no liability, beyond monies available, for the purpose thereof.

    In accordance with State Finance Law, the Village shall have no liability under this Agreement to Contractor or to anyone else beyond funds appropriated and available for this contract.

16. **TAXES**. The Village shall not be responsible for payment of any state or federal taxes, which may be incurred by Contractor, pursuant to this Agreement.

17. **TERMINATION.**
    a. The Village may terminate this Agreement at any time with 30 days advance written notice if the Village determines that Contractor is unable or unwilling to provide the services described in this Agreement or the Contractor fails to immediately correct any problems after notification of such problem from the Village.
    b. The Village may terminate this Agreement immediately upon written notice in the event of bankruptcy, insolvency, or any other financial condition creating reasonable doubt as to Contractor's ability to perform hereunder.

c. Upon written notice of termination from the Village, the Contractor shall immediately cease all work under this Agreement and remit all outstanding funds, if any, due to the Village.
d. No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, monies owed or confidential information.

18. **CONFLICT OF TERMS.** In the event that a conflict exists between the terms and conditions of this Agreement and any exhibits, appendices, or attachments hereto, that are proposed by Contractor, the terms and conditions of this Agreement shall control, unless such conflicting or additional terms are accepted in a writing making reference to this Agreement and signed by the Village. Performance of the Scope of Work pursuant to this Agreement shall be deemed to be unqualified acceptance of the terms and conditions contained herein.

19. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

20. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Village of Fairport.

21. **AMENDMENTS**. This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.

22. **WAIVER.** The failure of the Village to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the Village's condoning of further nonperformance of such terms or conditions.

23. **NOTICES**. Any notice or consent required or permitted to be given pursuant to this Agreement shall be given to the respective parties in writing, by ordinary, first class mail or otherwise delivered to the addresses listed above, or any other addresses the parties may from time to time designate. Notices and consents, which are sent by mail, shall be deemed received by the other party five (5) days following their deposit in the U.S. Mail. Contractor agrees to accept service of process at the address listed above in any action brought by the Village pursuant to this Agreement.

24. **HEADINGS.** Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.

25. **MERGER CLAUSE.**
a. The parties agree the foregoing and the attached exhibits constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing,

and designated as an amendment to this Agreement, shall supersede or vary the positions herein.

b. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this contract shall be amended forthwith to make such insertion.

26. **AUTHORIZATION.** Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party. Contractor acknowledges that this Agreement has no force and affect unless approved by the Fairport Village Board.

27. **PIGGY-BACK.** Pursuant to NYS General Municipal Law §103(16) the Village of Fairport certifies that this contract was awarded in compliance with the competitive bidding requirements of the State of New York for a competitive bids and agrees that the terms and conditions of such contract are available for use by other government entities and authorized Purchasers provided that Purchaser enters into a separate independent contract with Contractor and in said contract Purchaser accepts sole responsibility for any payment due the Vendor for services/material rendered to that Purchaser. However, it is understood that the extension of such contracts are entirely at the discretion of the Contractor and the Contractor is only bound to any contracts between the Village of Fairport and the Contractor. This proposal in part or in whole shall become the basis of the awarded contract and must meet all applicable standards as set forth under NYS General Municipal Law, New York State Finance Law and or local resolutions or updated versions thereof. Extension of contract terms to another entity is strictly between the Contractor and participating entities and the Village of Fairport shall be held harmless from any such activity. The Village of Fairport reserves the right to be informed of any such activity without obligation, written or implied.

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**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**VILLAGE OF FAIRPORT**

Dated: ___________________________ BY: _________________________________________

Frederick H. May
Village Mayor

**CONTRACTOR**

Dated: ___________________________ BY: __________________________________________

Brett Provenzano
Superintendent, Fairport Schools
Fairport-Perinton Healthy Communities-
Healthy Youth Initiative

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the _____ day of __________, 2017 before me, the undersigned, a Notary Public in and for said State, **FREDERICK H. MAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________
Notary Public

STATE OF NEW YORK )
COUNTY OF MONROE) ss:

On the _____ day of __________, 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

___________________________________
Notary Public

# REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") dated as of the _____ day of September, 2017, by and between the **Village of Fairport Industrial Development Agency**, with offices at 31 S. Main Street, Suite 202, Fairport, New York, 14450 (the "Licensor" or "VFIDA") and the **Village of Fairport**, with offices at 31 S. Main Street, Fairport, New York, 14450 (the "Licensee" or "Village").

**WHEREAS**, VFIDA is the owner of certain real property within the Village of Fairport commonly known as Old Trolley Route and Lift Bridge Lane East, Fairport, New York 14450 having tax account numbers 153.13-1-70 and 153.09-4-57.1 ("Thomas Creek Park"); and

**WHEREAS**, Thomas Creek Park is unimproved vacant land and wetlands that is currently used by the Village as a public park, and is further depicted and designated as Lot 2 as shown on a subdivision map prepared by BME Associates, Project number 9106IDA, which was filed in the Monroe County Clerk's Office on February 27, 2017, in Liber 354 of Maps, at page 3, a copy of which is attached to and made a part hereof as **Exhibit A**;

**WHEREAS**, it is the desire of the parties that Thomas Creek Park continue to be used and be available to the Village for use as a public park for Fairport residents, businesses and visitors and their guests; and

**WHEREAS**, the parties desire to set forth in writing their agreement with reference to the same.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and in consideration of the mutual benefits contained herein and listed in Section 4 of this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, or themselves, their heirs, executors, administrators, successors and assigns, covenant and agree as follows:

1) For an initial term commencing June 1, 2017 and ending May 31, 2018, Licensor hereby grants to Licensee, a non-exclusive, revocable license for the access to and use of Thomas Creek Park as a public park and for no other purpose. Placement of structures, (temporary or permanent), seating or other similar uses is strictly prohibited without Licensor's prior written consent. If not sooner terminated as provided herein, this Agreement shall continue on a year to year basis from and after June 1, 2018.

2) Licensee agrees that it shall comply with the requirements of all laws, orders, ordinances, and regulations of any competent authority which shall impose any duty with respect to the use of the Thomas Creek Park by Licensee or its agents, employees, invitees or by the Fairport residents, businesses, visitors and their guests and invitees (collectively "Users").

3) Licensee shall not use or permit use of the Thomas Creek Park in any manner which will block or interfere with free and unimpaired use by Licensor of Thomas Creek Park nor shall this Agreement extend or grant the Users the right to use any other areas of Licensor's property outside of Thomas Creek Park.

4) During the term of this Agreement, Licensee, shall at its own cost and expense repair and maintain Thomas Creek Park including landscaping, drainage, debris removal, ice and snow removal as well as repairing any damage resulting from the use and occupancy of Thomas Creek

Park by Licensee or the Users. No improvements may be made by the Licensee ("Village Improvements") without Licensor's prior written consent which may be withheld in Licensor's sole and absolute discretion. Notwithstanding the foregoing, Licensor shall have the absolute right during the term of this Agreement to remove, modify or relocate any of Licensee's Village Improvements within Thomas Creek Park. Licensor may conduct inspections of Thomas Creek Park from time to time, and Licensee hereby agrees to make any and all repairs, replacements, and conduct any maintenance required by Licensor pursuant to such inspections as may be determined and agreed upon by mutual consent of the parties. Licensee shall not be responsible for the replacement, repair or maintenance of the wooden boardwalk located within Thomas Creek Park as well as any other structures that may be procured, placed or constructed by the Licensor now or in the future.

5) Licensee shall at its sole cost and expense, procure and maintain in full force and effect policies of comprehensive general liability insurance (personal and public) with limits not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in aggregate naming Licensor as additional insured. Licensee shall provide a certificate of liability insurance to Licensor immediately upon request. If Licensee fails to maintain and procure such insurance, Licensor, may terminate said agreement at will.

6) Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees from and against any and all claims, demands, actions, loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of Thomas Creek Park, or (b) the making of replacements, additions, or improvements to, or reconstruction of, Thomas Creek Park. However, neither Party shall be indemnified hereunder due to a Party's gross negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's gross negligence or willful misconduct, each Party shall be responsible for damage to its own facilities resulting from a cause which is beyond the control of such Party, including, without limitation, any natural disaster, fire, flood, storm, war, strike, civil unrest, terrorism, error in inoperability of communication equipment or links or power supply, compliance with law or governmental order, direction of a jurisdiction.

7) This Agreement and the rights, title and/or interests granted hereunder to Licensee may be terminated in whole or in part by Licensor at any time from and after June 1, 2018. This Agreement shall be revocable by Licensor upon one hundred eighty (180) days prior written notice to Licensee without liability or obligation to Licensee. In that regard, Licensee hereby acknowledges and agrees that this Agreement constitutes merely a license to use Thomas Creek Park in accordance with the terms of this Agreement, which license is freely and fully revocable by Licensor at its sole option and in its sole and complete discretion. Notwithstanding the initial term of this Agreement, should Licensee default under this Agreement, including but not limited to the payment of the consideration above, the Licensor shall serve a thirty (30) day notice to cure upon Licensee, in which event, should the Licensee fail to cure in such time, the Licensor shall have the right to terminate this Agreement on less than one hundred eighty (180) days' notice. Licensee, regardless of circumstance, may terminate this agreement unilaterally by providing no less than one hundred eighty (180) days' notice to Licensor.

8) Notwithstanding anything to the contrary herein, Licensee agrees, that in the event prior to June 1, 2018 Licensor transfers Thomas Creek Park to a third party for developmental purposes, and that party obtains approval from the Village for the development of Thomas Creek Park other than for use as a public park, Licensor or its assigns shall have the right to terminate this Agreement upon ninety (90) days written notice.

9) Any notices given pursuant to this Agreement shall be made in writing and either hand delivered or mailed first class certified or registered, postage prepaid to the address of the party to whom it is directed as set forth in the preamble to this Agreement. The parties agree that notices hereunder may be given by their respective attorneys. Copies of any notices sent to a party hereunder shall likewise be forwarded to that party's attorney if such party has retained an attorney an advised the other of the same in writing.

10) The parties mutually waive trial by jury in any action or proceeding commenced by them concerning the terms of this Agreement.

11) Nothing herein shall prohibit Licensor from removing any of the Village Improvements or from improving Thomas Creek Park or the adjacent lands of Licensor, or prohibit granting any easements for utilities or other requested municipal purposes.

12) Upon termination of this Agreement, upon the option of the Licensor, Licensee shall, at Licensee's sole cost and expense, remove any or part of the Village Improvements within Thomas Creek Park, and in such event, Licensee reseed the area and restore to lawn. Should Licensor not request the Licensee to remove or restore, then any of the Village Improvements, the same shall become the property of Licensor.

13) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard or reference to its conflict of laws principles. If there is a conflict between any provision of this Agreement and the applicable laws of the State of New York or regulations applicable to parties, (the "Law"), the Law will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Law. Further, any provisions that are required by the Law are incorporated into this Agreement.

14) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, representatives and assigns.

15) The Licensee shall not have any right to assign this Agreement, or any part thereof or grant any concession or license to use Thomas Creek Park other than as contemplated herein. Any assignment, sub-assignment, concession, or license, whether by operation of law or otherwise, will be void and will, at Licensor's option, terminate this Agreement.

16) No hazardous materials/substances should be brought, kept or stored in Thomas Creek Park at any time.

17) The Licensee shall have the right to post rules and regulations as approved by Licensor regarding the use and hours of the Thomas Creek Park, and to enforce the same pursuant to the Village's code.

18) Any waiver by the Licensor of any failure by the Licensee to perform or observe the provisions of this Agreement will not operate as a waiver of the Licensor's rights under this Agreement in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Licensor's rights in respect of any subsequent default or breach.

19) This Agreement represents the complete agreement of the parties concerning the granting of a non-exclusive, revocable license to Licensee to use Thomas Creek Park.

20) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**VILLAGE OF FAIRPORT**

By: ______________________________
Frederick H. May, Mayor

**VILLAGE OF FAIRPORT INDUSTRIAL DEVELOPMENT AGENCY**

By: ______________________________
Martha M. Malone, Executive Director

STATE OF NEW YORK )
COUNTY OF MONROE ) SS.:

On the ___ day of _____________ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **FREDERICK H. MAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_________________________________
Notary Public

STATE OF NEW YORK )
COUNTY OF MONROE ) SS.:

On the ___ day of _____________ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARTHA M. MALONE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_________________________________
Notary Public

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

**Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

**Part 1 - Project and Sponsor Information**

Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless

Name of Action or Project:

Fairport DT

Project Location (describe, and attach a location map):

37 Summit Street, Village of Fairport, Monroe County, NY 14450 (T.A. #153.17-2-72)

Brief Description of Proposed Action:

Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless is proposing to co-locate their antennas at 80'AGL on an existing 150' (owned by Village of Fairport) monopole, including a proposed lease parcel 444 sq. ft. with a 9'-4"x16'-0" wireless telecommunications equipment platform with roof on concrete piers enclosed in an existing 6' tall vinyl fence compound, with associated improvements.

| | |
|---|---|
| Name of Applicant or Sponsor: Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless | Telephone: 585-321-5444<br>E-Mail: james.herschell2@verizonwireless.com |

Address:

1275 John Street, Suite 100

| City/PO: | State: | Zip Code: |
|---|---|---|
| West Henrietta | NY | 14586 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☑ | ☐ |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:<br>Village of Fairport Board - Lease Approval and SEQR<br>Village Manager - Site Plan Approval | ☐ | ☑ |

3.a. Total acreage of the site of the proposed action? 0.01 acres

b. Total acreage to be physically disturbed? 0.01 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.01 acres

4. Check all land uses that occur on, adjoining and near the proposed action.

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)

☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Municipal Tower, cemetery

☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations? | ☐ | ☑ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☑ | ☐ |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☑ | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: ______ | ☑ | ☐ | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ | |
| b. Are public transportation service(s) available at or near the site of the proposed action? | ☐ | ☑ | |
| c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? | ☑ | ☐ | |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies: ______ | ☐ | ☑ | |
| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: ______<br>N/A | ☑ | ☐ | |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: ______<br>N/A | ☑ | ☐ | |
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? | ☑ | ☐ | |
| b. Is the proposed action located in an archeological sensitive area? | ☐ | ☑ | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☑ | ☐ | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______ | ☑ | ☐ | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | ☑ | ☐ |
| 16. Is the project site located in the 100 year flood plain? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes,<br>a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES<br>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?<br>If Yes, briefly describe: ☐ NO ☐ YES<br>______ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?<br>If Yes, explain purpose and size: | ✔ | ☐ |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: | ✔ | ☐ |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe:<br>Turk Hill Park -1000 Turk Hill Brownfield Cleanup Program - 2000' +/- away<br>Turk Hill Park - 1000 Turk Hill State Superfund Program - 2000' +/- away | ☐ | ✔ |

**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor name: Bell Atlantic Mobile Systems of Allentown, Inc. Date: 9/6/2017

Signature: David A. Weisenreder, PE-Costich Engineering, DPC

David Weisenreder

PRINT FORM

# EAF Mapper Summary Report

Tuesday, July 18, 2017 10:03 AM


**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.


| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National Register of Historic Places] | No |
| Part 1 / Question 12b [Archeological Sites] | Yes |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | No |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | Yes |

Agency Use Only [If applicable]

Project: VZW Fairport DT

Date: 9/6/2017

# *Short Environmental Assessment Form*
# *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|---|---|---|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | ☑ | ☐ |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | ☑ | ☐ |
| 3. Will the proposed action impair the character or quality of the existing community? | ☑ | ☐ |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | ☑ | ☐ |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | ☑ | ☐ |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | ☑ | ☐ |
| 7. Will the proposed action impact existing: a. public / private water supplies? | ☑ | ☐ |
| b. public / private wastewater treatment utilities? | ☑ | ☐ |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ☑ | ☐ |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ☑ | ☐ |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ☑ | ☐ |
| 11. Will the proposed action create a hazard to environmental resources or human health? | ☑ | ☐ |

PRINT FORM

Agency Use Only [If applicable]

Project: VZW Fairport DT

Date: 9/6/2017

## *Short Environmental Assessment Form*
## *Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

N/A

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

| | |
|---|---|
| Name of Lead Agency | Date |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF FAIRPORT DETERMINATION OF A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE FOR THE PURPOSES OF THEIR REVIEW OF THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") AS IT PERTAINS TO THE BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. LEASE AGREEMENT**

**WHEREAS**, Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless ("Verizon Wireless") proposes to construct and operate a wireless telecommunications facility (the "Project") pursuant to an Option and Tower Lease Agreement (the "Lease") with the Village of Fairport (the "Village"), pertaining to property located at 37 Summit Street, Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as Tax Map Number 153.17-2-72 (the "Property"); and

**WHEREAS**, representatives of Verizon Wireless previously met with Village officials to discuss the Project and the Lease; and

**WHEREAS,** the Village Board of the Village of Fairport (the "Board") is fully familiar with the Property and the surrounding area; and

**WHEREAS**, the Project and the Lease are unlisted actions under SEQRA and the Board is the only involved agency and, therefore, the Lead Agency; and

**WHEREAS**, the Board has reviewed the Project, the Lease and all other materials submitted in connection therewith.

**NOW, THEREFORE**, be it resolved by the Board that:

Based upon the Board's thorough and careful review of the Project, the Lease, and all other materials submitted in connection therewith, the Board hereby determines that the Project and the Lease will not result in any significant environmental impacts and hereby issues a negative declaration pursuant to SEQRA.

**REASONS SUPPORTING THE NEGATIVE DECLARATION:**

1. Air, Water, Noise, Waste, Erosion, Drainage, Site Disturbance Effects: The Project will not create any adverse change in the existing air quality, water quality or noise levels, nor in solid waste production, nor potential for erosion, nor promote flooding or drainage problems. The Project will produce minimal, if any, disturbance of soil and vegetation, with minimal storm run-off.

2. Aesthetics, Agriculture, Archaeology, History, Natural or Cultural Resource, Community or Neighborhood Character: The Project will not adversely affect agricultural, archaeological, historical, natural, or cultural resources. The Project is a public utility which must be located as and where necessary to provide essential wireless telecommunications service. Although a facility of this nature will be visible, it is a colocation on an existing Village tower and, as such, its overall visibility will be minimized to the maximum extent possible.

3. Vegetation, Fish, Wildlife, Significant Habitats, Threatened or Endangered Species. No plant or animal life will be adversely affected by the Project.

4. Community Plans, Use of Land or Natural Resources. The Lease and the Project is in keeping with the official community plans and goals and will have no adverse effects on land-use or the use of natural resources by or in the community.

5. Growth, Subsequent Development, etc. The Project will not induce any significant or adverse growth or subsequent development.

6. Long Term, Short Term, Cumulative, or Other Effects. The Project will not have any significant adverse long term, short term, cumulative, or other environmental effects.

7. Critical Environmental Area. The Project will not have an impact on any Critical Environmental Area as designated in 6 NYCRR, subdivision 617.14(g).

8. Public Health and Safety. The Project will have no adverse impacts on the public health. The Board recognizes that the Project will enable Verizon Wireless to provide reliable wireless telecommunications service to the Village, enabling individuals, businesses and emergency service providers access to this essential service. The Project will promote the general health, safety and welfare of the citizens of the Village by providing access to a modern, reliable system of wireless telecommunications service.

Further, the Board finds that none of the criteria for determining significance set forth in § 617.7(c)(1)(i)-(xii) would be implicated as a result of this Project.

Notice of this determination of non-significance shall be filed to the extent required by the applicable regulations under SEQRA and as may be deemed advisable by the Board.

**IN WITNESS WHEREOF**, this Resolution was properly adopted by the Board at its regularly scheduled meeting, the date of which is listed herein.

**VILLAGE BOARD OF THE VILLAGE OF FAIRPORT**

**DATE**: **____________________, 2017**

Agenda Item #7

SITE NAME: FAIRPORT DT
SITE NUMBER: 20161426773/251710
ATTY/DATE: NP/AUGUST 2017

# OPTION AND TOWER LEASE AGREEMENT

This Agreement made this _____ day of ______________________, 20__, between **VILLAGE OF FAIRPORT** with its principal offices located at 31 South Main Street, Fairport, New York 14450, hereinafter designated LESSOR and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 37 Summit Street, Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as a .25 acre parcel with Tax Map Number 153.17-2-72, and being further described in Liber 529 of Deeds at Page 307 as recorded in the Office of the Monroe County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property (the "Land Space"), together with space on LESSOR's tower (the "Tower Space"), together with the non-exclusive right (the "Right of Way") for ingress and egress, from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Property to and from the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

NOW THEREFORE, in consideration of the sum of $1,200.00, to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within ninety (90) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3b of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of $1,200.00 to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3b of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires a majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE shall restore the property to pre-analysis/test conditions after any analysis or tests.

LESSOR agrees to execute a Memorandum of this Option and Tower Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice.

**TOWER LEASE AGREEMENT**

This Agreement ("Agreement"), made this _____ day of ________________________, 20__, between **VILLAGE OF FAIRPORT** with its principal offices located at 31 South Main Street, Fairport, New York 14450, hereinafter designated LESSOR and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 37 Summit Street, Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as a .25 acre parcel with Tax Map Number 153.17-2-72, and being further described in Liber 529 of Deeds at Page 307 as recorded in the Office of the Clerk of Monroe County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non exclusive right (the "Right of Way") for ingress and egress, from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Property to and from the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way, LESSOR shall grant an additional right of way either to LESSEE or to the public utility at no cost to LESSEE or the public utility. LESSOR agrees to grant LESSEE, Verizon New York, Inc., Niagara Mohawk Power Corporation, d/b/a National Grid, or any other local utility or fiber provider ("Utility") as may be required the right, utilizing the Utility's standard form agreement, to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility (as defined herein), at no cost to LESSEE or Utility. Said rights to Niagara Mohawk Power Corporation, d/b/a National Grid to be as set forth in an exhibit which will be attached hereto and made a part hereof. The easement sketch shall be provided by Utility once LESSEE has applied for electric service.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

The drawing at Exhibit "A" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within fifteen (15) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for the first year of the initial term of $24,000.00 to be paid annually to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date, however all rent due at that time will be paid retroactively when payments commence. During the initial five (5) year term, as of each annual anniversary of the Commencement Date, rent shall increase to 102% of the rent for the immediately preceding lease year.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service within the Premises at LESSEE's expense. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless- Accounts Payable - Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs, which costs shall not be construed to be rent. The parties agree that LESSEE shall be relieved of its obligations to reimburse LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR, such approval not to be unreasonably conditioned, withheld or delayed. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. During each five (5) year extension term, as of each annual anniversary of the Commencement Date, rent shall increase to 102% of the rent for the immediately preceding lease year.

5. EXTENSION RENTALS. During each five (5) year extension term, as of each annual anniversary of the Commencement Date, rent shall increase to 102% of the rent for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term, this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Lease, including all renewals, exceed forty-nine (49) years. During each additional five (5) year extension term, as of each annual anniversary of the Commencement Date, rent shall increase to 102% of the rent for the immediately preceding lease year. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSOR shall provide to LESSEE a copy of any notice or assessment relating to personal property, real estate taxes, assessments, or charges for which LESSEE is responsible within sixty (60) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate personal property, real estate taxes, assessments, or charges until LESSEE has received the notice or assessment relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any such notice or assessment within the sixty (60) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of personal property, real estate taxes, assessments, or charges referred to in the notice or assessment which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals. LESSOR acknowledges, consents to and joins in any application for Governmental Approvals and authorizes LESSEE to execute any documents required in furtherance of any such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE reasonably determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

i. Commercial General Liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million ($1,000,000) per occurrence

iii. Workers Compensation insurance providing the statutory benefits and not less than one million ($1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental,

punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If maintenance and/or repair is deemed appropriate by LESSEE, a request for said maintenance and/or repair shall be made in writing to LESSOR. If the request is determined to be reasonable by LESSOR and/or required by law, LESSOR shall make repairs as deemed appropriate. If LESSOR fails to make such repairs, including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand. If LESSOR does not make payment to LESSEE within thirty (30) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than thirty (30) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

d. LESSEE's use at the Premises is not unreasonably interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties in a written acknowledgment. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: **VILLAGE OF FAIRPORT**
Village Manager
31 South Main Street
Fairport, New York 14450

LESSEE: **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.**
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than sixty (60) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, and, if required by the Mortgage, as defined below, a written consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed

amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written

notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

**LESSOR:**

**VILLAGE OF FAIRPORT**

By: ______________________________
Name: ______________________________
Title: ______________________________
Signature Date: ______________________

**LESSEE:**

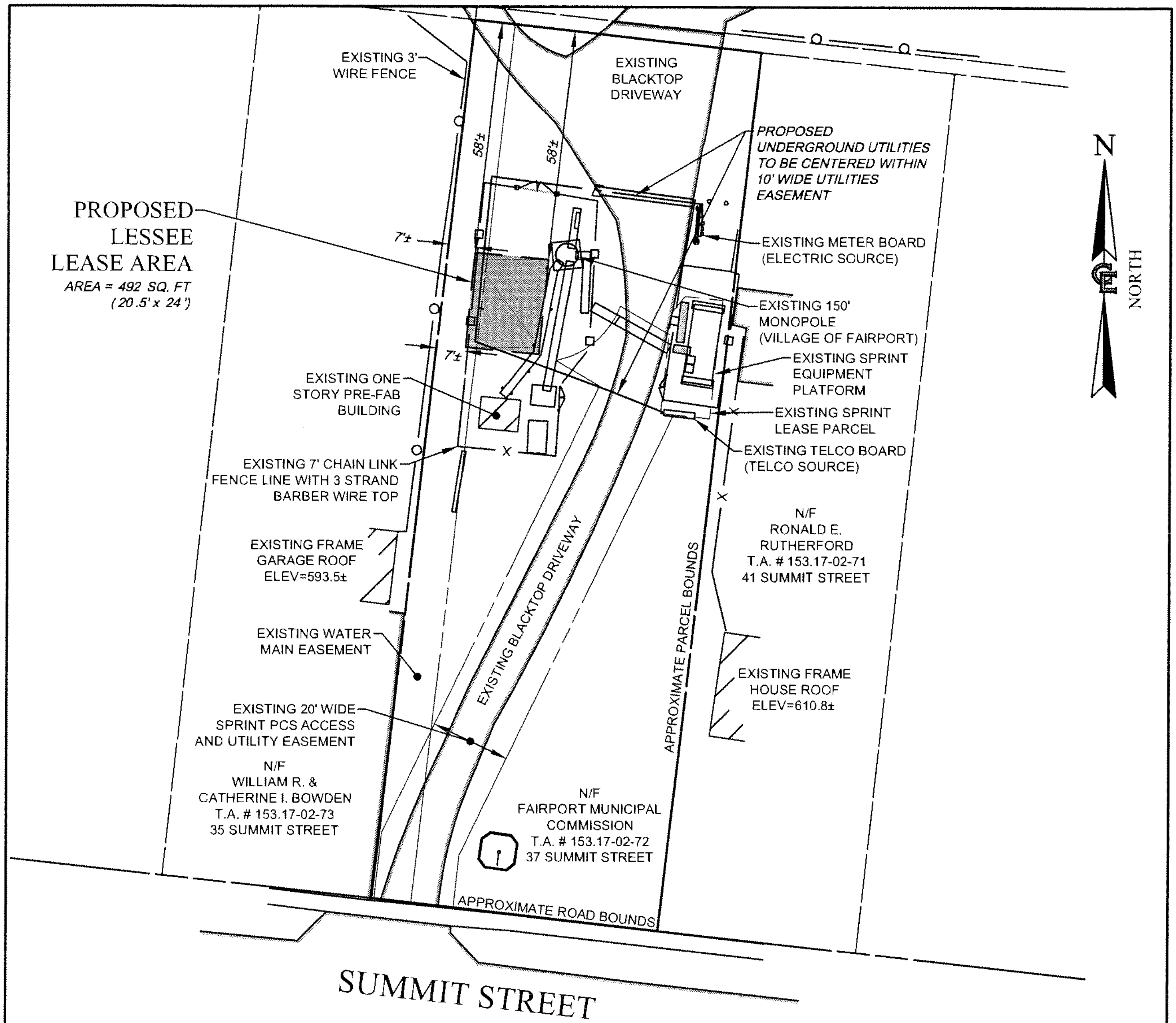
**BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless

By: ______________________________
Name: Jacque Vallier
Title: Executive Director
Network Field Engineering
Signature Date: ______________________

**EXHIBIT “A”**

(Premises)

[redacted]




NOTE:
THE VILLAGE OF FAIRPORT SHALL GRANT THE NECESSARY LEASE PARCEL AREA ("PREMISES"), TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FROM A PUBLIC RIGHT-OF-WAY, SEVEN (7) DAYS A WEEK, TWENTY FOUR (24) HOURS A DAY, OVER THE PROPERTY TO AND FROM THE PREMISES.

# OWNER APPROVAL

SIGNATURE DATE

PROPERTY/ ACCESS
OWNER: FAIRPORT MUNICIPAL COMMISSION
31 SOUTH MAIN STREET
FAIRPORT, NEW YORK 14450
SITE ADDRESS
37 SUMMIT STREET
FAIRPORT, NEW YORK 14450
PARCEL T.A.#: 153.17-2-72
(0.37± ACRES PER TAX MAP)

DATE: 11/30/2016
REV: 08/24/2017

SCALE: 1" = 40'


Costich Engineering
Architecture
217 Lake Avenue
Rochester, NY 14608
(585) 458-3020




TITLE OF PROJECT

VILLAGE OF FAIRPORT
COUNTY OF MONROE
STATE OF NEW YORK

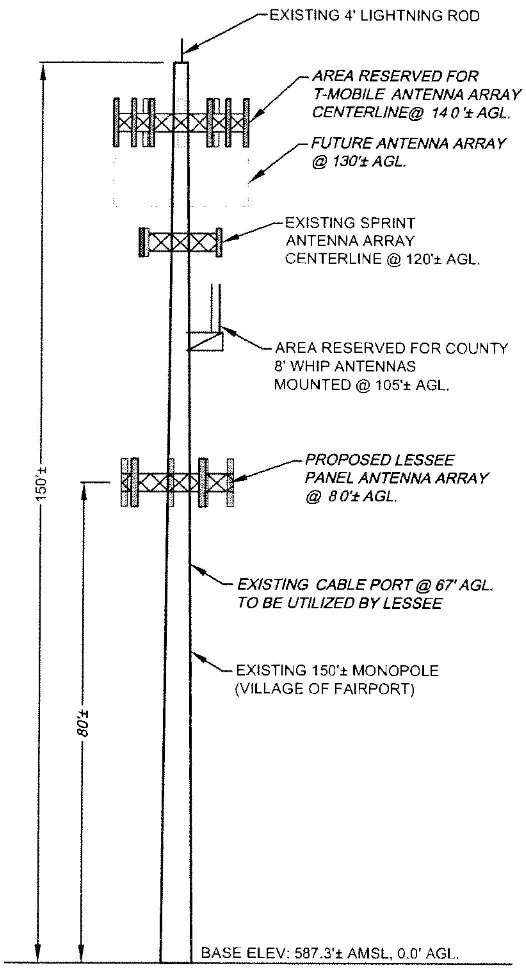
TITLE OF DRAWING

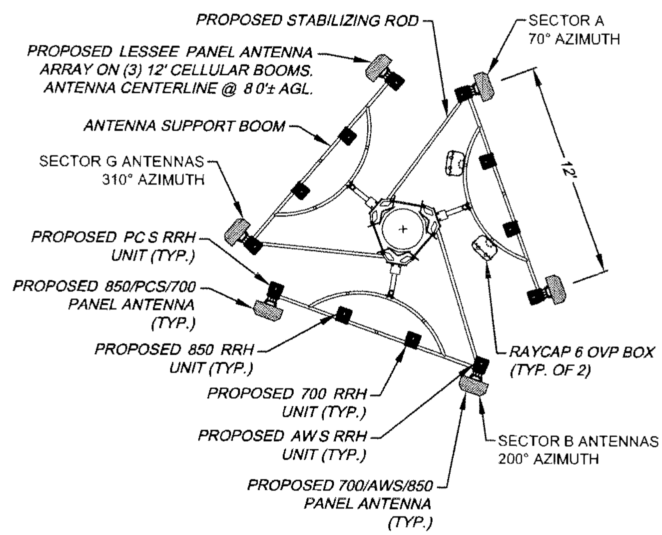
EXHIBIT "A"

C.E. JOB NUMBER: V1762

SHEET NUMBER: LE001

NOTE:
THE VILLAGE OF FAIRPORT SHALL GRANT THE NECESSARY LEASE PARCEL AREA ("PREMISES"), TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FROM A PUBLIC RIGHT-OF-WAY, SEVEN (7) DAYS A WEEK, TWENTY FOUR (24) HOURS A DAY, OVER THE PROPERTY TO AND FROM THE PREMISES.




PLAN VIEW
PROPOSED LESSEE ANTENNA CL. @ 80' ± AGL.
MOUNTING STRUCTURE @ 80' ± AGL.

SCALE: 1" = 10'

N

NORTH

1. PROPOSED VERIZON WIRELESS ANTENNA INFORMATION PER VERIZON WIRELESS "PRELIMINARY" ANTENNA DESIGN SHEET VERSION "P2", DATED 11/29/2016 AND PLUMBING DIAGRAM DATED 06/15/2017. ANTENNAS SHALL BE INSTALLED IN ACCORDANCE WITH SITE SPECIFIC RF ANTENNA DESIGN SHEET SUPPLIED BY THE VERIZON WIRELESS RF SYSTEMS ENGINEER.

# OWNER APPROVAL

SIGNATURE

DATE

PROPERTY/ ACCESS
OWNER: FAIRPORT MUNICIPAL COMMISSION
31 SOUTH MAIN STREET
FAIRPORT, NEW YORK 14450
SITE ADDRESS
37 SUMMIT STREET
FAIRPORT, NEW YORK 14450
PARCEL T.A.#: 153.17-2-72
(0.37± ACRES PER TAX MAP)

DATE: 11/30/2016
REV: 08/24/2017
SCALE: 1" = 30'


Costich Engineering
• Civil Engineering
• Land Surveying
• Landscape Architecture
217 Lake Avenue
Rochester, NY 14608
(585) 458-3020




TITLE OF PROJECT
## FAIRPORT DT
VZW PROJECT NO./ LOCATION CODE: 20161426773/ 251710

VILLAGE OF FAIRPORT
COUNTY OF MONROE
STATE OF NEW YORK

TITLE OF DRAWING
## TOWER EXHIBIT

C.E. JOB NUMBER
V1762

SHEET NUMBER
LE002

**EXHIBIT "B"**

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS:
Six (6) Quintel – QS8658-5 Panel Antennas @ 80'
Orientation: 70, 200, 300 degrees

REMOTE RADIO HEADS:
Three (3) Alcatel-Lucent – B13 RRH 4X30-4R Remote Radio Heads
Three (3) Alcatel-Lucent – B66A RRH 4X45 Remote Radio Heads
Three (3) Alcatel-Lucent – B25 RRH 4X30-4R Remote Radio Heads
Three (3) Nokia Airscale RRH 4T4R B5 160W Remote Radio Heads
Orientation: 70, 200, 300 degrees
Mounted @ 80'

DISTRIBUTION BOXES:
Two (2) Raycap – RxxDC-3315-PF-48 OVP Distribution Boxes
Mounted @ 80'

FEEDLINES:
Two (2) Commscope – HFT1206-24S49-XXX Hybrid Feedlines
Running from the ground equipment up the tower to the Antennas and Remote Radio Heads

SITE NAME: FAIRPORT DT
SITE NUMBER: 20161426773/251710
ATTY/DATE: NP/AUGUST 2017

Upon Recording, Return to:

David A. Gibbs
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604

STATE OF NEW YORK )
)
COUNTY OF MONROE )

# MEMORANDUM OF OPTION

1. Notice is hereby given that **VILLAGE OF FAIRPORT** with its principal offices located at 31 South Main Street, Fairport, New York 14450, as OPTIONOR, and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, as OPTIONEE, have entered into a certain Option and Tower Lease Agreement for the lease of a portion of the property located at 37 Summit Street, in the Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as Tax Map Parcel Number 153.17-2-72, and to obtain access and utility easement rights over that parcel.

2. The term of the Option is for twelve (12) months commencing as of ________ ___, 201__, with extensions of the Option as more particularly provided for in the Option.

3. Nothing contained herein shall be deemed to amend, modify or alter the terms of the Option, and reference is made therefor for all of its terms, covenants and conditions. In the event of any inconsistency between the terms of this Memorandum and the Option, the terms and conditions of the Option shall govern and continue.

4. This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, heirs and assigns of the parties hereto.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties have hereto caused this Memorandum to be duly executed on the dates below.

**OPTIONOR:**

**VILLAGE OF FAIRPORT**

By: ______________________________
Name: ______________________________
Title: ______________________________
Signature Date: ______________________

**OPTIONEE:**

**BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless

By: ______________________________
Name: Jacque Vallier
Title: Executive Director
Network Field Engineering
Signature Date: ______________________

**ACKNOWLEDGMENTS**

STATE OF NEW YORK )
) SS.:
COUNTY OF MONROE )

On the _____ day of _____________, in the year 201__, before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________________

Notary Public

STATE OF ILLINOIS )
) SS.:
COUNTY OF COOK )

On the ____ day of _______________, 201__, before me, the undersigned, personally appeared **Jacque Vallier**, personally known to me or proved to me on the basis of satisfactory evidence to be the Executive Director Network of **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Schaumburg, County of Cook, State of Illinois.

________________________________

Notary Public

SITE NAME: FAIRPORT DT
SITE NUMBER: 20161426773/251710
ATTY/DATE: NP/AUGUST 2017

Upon Recording, Return to:

David A. Gibbs
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604

STATE OF NEW YORK )
)
COUNTY OF MONROE )

# MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum of Tower Lease Agreement is made this _____ day of _____________, 201_, between **VILLAGE OF FAIRPORT** with its principal offices located at 31 South Main Street, Fairport, New York 14450, hereinafter designated LESSOR and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Tower Lease Agreement (the "Agreement") on ________________, 201_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term, this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Lease, including all renewals, exceed forty-nine (49) years.

2. LESSOR has subleased to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 37 Summit Street, Village of Fairport, County of Monroe, State of New York, as shown on the Tax Map of the Village of Fairport as a .25 acre parcel with Tax Map Number 153.17-2-72, and being further described in Liber 529 of Deeds at Page 307 as recorded in the Office of the Clerk of Monroe County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires,

poles, cables, conduits, and pipes over, under, or along the Property extending from the nearest public right-of-way, Summit Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises". In the event any public utility is unable to use the Right of Way, LESSOR shall grant an additional right of way either to LESSEE or to the public utility at no cost to LESSEE or the public utility. LESSOR agrees to grant LESSEE, Verizon New York, Inc., Niagara Mohawk Power Corporation, d/b/a National Grid, or any other local utility or fiber provider ("Utility") as may be required the right, utilizing an agreement mutually agreed to by the parties, to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility.

3. The Commencement Date of the Agreement is more specifically described therein. However, as of the date of this Memorandum, the Initial Term of the Agreement is estimated to expire on or about _____________.

4. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

5. Nothing contained herein shall be deemed to amend, modify or alter the terms of the Agreement, and reference is made therefor for all of its terms, covenants and conditions. In the event of any inconsistency between the terms of this Memorandum and the Agreement, the terms and conditions of the Agreement shall govern and continue.

6. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

**LESSOR:**

**VILLAGE OF FAIRPORT**

By: ______________________________
Name: ___________________________
Title: ____________________________
Signature Date: __________________

**LESSEE:**

**BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless

By: ______________________________
Name: Jacque Vallier
Title: Executive Director
Network Field Engineering
Signature Date: ______________________

## ACKNOWLEDGMENTS

STATE OF NEW YORK )
) SS.:
COUNTY OF MONROE )

On the _____ day of _____________, in the year 201__, before me, the undersigned, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_________________________________
Notary Public

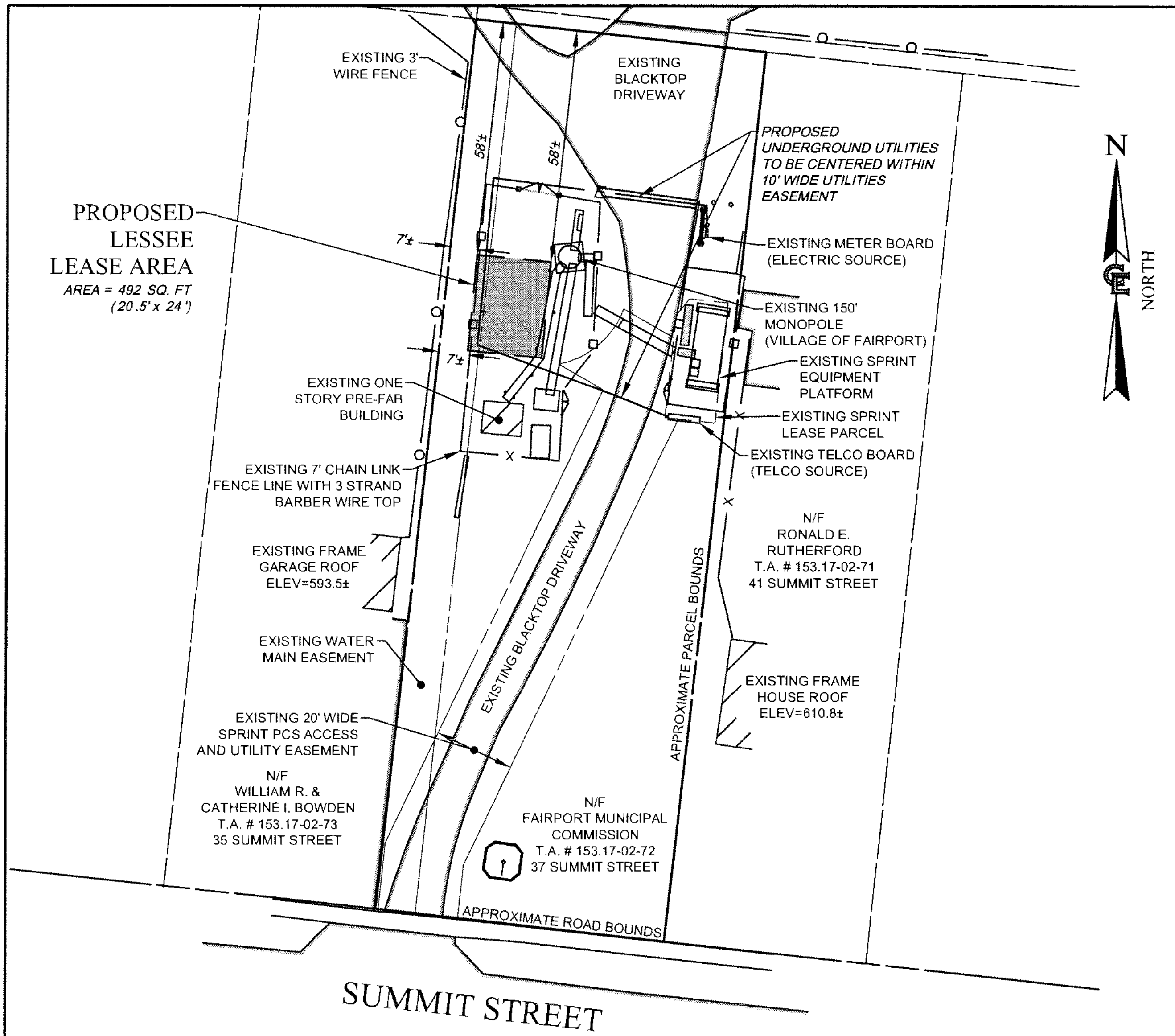
STATE OF ILLINOIS )
) SS.:
COUNTY OF COOK )

On the ____ day of _______________, 201__, before me, the undersigned, personally appeared **Jacque Vallier**, personally known to me or proved to me on the basis of satisfactory evidence to be the Executive Director Network of **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of Schaumburg, County of Cook, State of Illinois.

_________________________________
Notary Public

# EXHIBIT A

## PREMISES




NOTE:
THE VILLAGE OF FAIRPORT SHALL GRANT THE NECESSARY LEASE PARCEL AREA ("PREMISES"), TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FROM A PUBLIC RIGHT-OF-WAY, SEVEN (7) DAYS A WEEK, TWENTY FOUR (24) HOURS A DAY, OVER THE PROPERTY TO AND FROM THE PREMISES.

# OWNER APPROVAL

SIGNATURE DATE

PROPERTY/ ACCESS
OWNER: FAIRPORT MUNICIPAL COMMISSION
31 SOUTH MAIN STREET
FAIRPORT, NEW YORK 14450
SITE ADDRESS
37 SUMMIT STREET
FAIRPORT, NEW YORK 14450
PARCEL T.A.#: 153.17-2-72
(0.37± ACRES PER TAX MAP)

DATE: 11/30/2016
REV: 08/24/2017
SCALE: 1" = 40'


Costich Engineering
Architecture
217 Lake Avenue
Rochester, NY 14608
(585) 458-3020




TITLE OF PROJECT

VILLAGE OF FAIRPORT
COUNTY OF MONROE
STATE OF NEW YORK

TITLE OF DRAWING

EXHIBIT "A"

C.E. JOB NUMBER: V1762

SHEET NUMBER: LE001 1 of 2

Memo of Option

TP-584 (4/13)

New York State Department of Taxation and Finance

# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

*Recording office time stamp*

*See Form TP-584-I,* Instructions for Form TP-584, *before completing this form. Print or type.*

## Schedule A — Information relating to conveyance

| Grantor/Transferor | | | | |
|---|---|---|---|---|
| ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other | Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor*) Village of Fairport | | | Social security number |
| | Mailing address 31 South Main Street | | | Social security number |
| | City Fairport | State NY | ZIP code 14450 | Federal EIN |
| | Single member's name if grantor is a single member LLC *(see instructions)* | | | Single member EIN or SSN |

| Grantee/Transferee | | | | |
|---|---|---|---|---|
| ☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other | Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee*) Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless | | | Social security number |
| | Mailing address One Verizon Way, Mail Stop 4AW100 | | | Social security number |
| | City Basking Ridge | State NJ | ZIP code 07920 | Federal EIN |
| | Single member's name if grantee is a single member LLC *(see instructions)* | | | Single member EIN or SSN |

Location and description of property conveyed

| Tax map designation – Section, block & lot *(include dots and dashes)* | SWIS code (six digits) | Street address | City, town, or village | County |
|---|---|---|---|---|
| 153.17-2-72 | 264403 | 37 Summit Street | Village of Fairport | Monroe |

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☒ Other Portion of Ground and Tower space

Date of conveyance ____ month ____ day ____ year

Percentage of real property conveyed which is residential real property 0 % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest

b. ☐ Acquisition of a controlling interest (state percentage acquired ________ %)

c. ☐ Transfer of a controlling interest (state percentage transferred ________ %)

d. ☐ Conveyance to cooperative housing corporation

e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*

f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*

g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*

h. ☐ Conveyance of cooperative apartment(s)

i. ☐ Syndication

j. ☐ Conveyance of air rights or development rights

k. ☐ Contract assignment

l. ☐ Option assignment or surrender

m. ☐ Leasehold assignment or surrender

n. ☐ Leasehold grant

o. ☐ Conveyance of an easement

p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*

q. ☐ Conveyance of property partly within and partly outside the state

r. ☐ Conveyance pursuant to divorce or separation

s. ☒ Other *(describe)* Memo of Option

| *For recording officer's use* | Amount received | Date received | Transaction number |
|---|---|---|---|
| | Schedule B., Part I $<br>Schedule B., Part II $ | | |

## Schedule B — Real estate transfer tax return (Tax Law, Article 31)

**Part I** – Computation of tax due

| | | | |
|---|---|---|---|
| 1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed** | **1.** | 2400 | 00 |
| 2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)* | **2.** | 0 | 00 |
| 3 Taxable consideration *(subtract line 2 from line 1)* | **3.** | 2400 | 00 |
| 4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3 | **4.** | 10 | 00 |
| 5 Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)* | **5.** | 0 | 00 |
| 6 Total tax due* *(subtract line 5 from line 4)* | **6.** | 10 | 00 |

**Part II** – Computation of additional tax due on the conveyance of residential real property for $1 million or more

| | | | |
|---|---|---|---|
| 1 Enter amount of consideration for conveyance *(from Part I, line 1)* | **1.** | | |
| 2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)* | **2.** | | |
| 3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))* | **3.** | | |

**Part III** – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) .......... a ☐

b. Conveyance is to secure a debt or other obligation .......... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance .......... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts .......... d ☐

e. Conveyance is given in connection with a tax sale .......... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F .......... f ☐

g. Conveyance consists of deed of partition .......... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act .......... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property .......... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment .......... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* .......... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

## Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

**Complete the following only if the interest being transferred is a fee simple interest.**
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   **Please note:** for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   ☐ Other *(attach detailed explanation).*

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in ____________ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is ____________. No exemption from tax is claimed and the tax of ____________ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the* ***NYC Department of Finance.****)*

## Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

| Village of Fairport | | Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless | |
|---|---|---|---|
| Grantor signature | Title | Grantee signature | Title |
| By: ____________<br>Its: ____________<br>Title: ____________ | | By: ____________<br>By: Jacque Vallier<br>Title: Executive Director - Network Field Engineering | |
| Grantor signature | Title | Grantee signature | Title |

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e, f,* or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

## Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

**Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.**

**If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.**

**Part I** - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

### Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

| Signature | Print full name | Date |
|---|---|---|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II** - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

### Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ________ (Date) to ________ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

| Signature | Print full name | Date |
|---|---|---|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

Memo of Lease

**TP-584** (4/13)

New York State Department of Taxation and Finance

# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

*Recording office time stamp*

*See Form TP-584-I,* Instructions for Form TP-584, *before completing this form. Print or type.*

**Schedule A — Information relating to conveyance**

| Grantor/Transferor | | | | |
|---|---|---|---|---|
| ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other | Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor*): Village of Fairport | | | Social security number: |
| | Mailing address: 31 South Main Street | | | Social security number: |
| | City: Fairport | State: NY | ZIP code: 14450 | Federal EIN: |
| | Single member's name if grantor is a single member LLC *(see instructions)*: | | | Single member EIN or SSN: |

| Grantee/Transferee | | | | |
|---|---|---|---|---|
| ☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other | Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee*): Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless | | | Social security number: |
| | Mailing address: One Verizon Way, Mail Stop 4AW100 | | | Social security number: |
| | City: Basking Ridge | State: NJ | ZIP code: 07920 | Federal EIN: |
| | Single member's name if grantee is a single member LLC *(see instructions)*: | | | Single member EIN or SSN: |

Location and description of property conveyed

| Tax map designation – Section, block & lot *(include dots and dashes)* | SWIS code (six digits) | Street address | City, town, or village | County |
|---|---|---|---|---|
| 153.17-2-72 | 264403 | 37 Summit Street | Village of Fairport | Monroe |

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☒ Other Portion of Ground and Tower space

Date of conveyance: month ___ day ___ year ___

Percentage of real property conveyed which is residential real property 0 % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest

b. ☐ Acquisition of a controlling interest (state percentage acquired ______%)

c. ☐ Transfer of a controlling interest (state percentage transferred ______%)

d. ☐ Conveyance to cooperative housing corporation

e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*

f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*

g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*

h. ☐ Conveyance of cooperative apartment(s)

i. ☐ Syndication

j. ☐ Conveyance of air rights or development rights

k. ☐ Contract assignment

l. ☐ Option assignment or surrender

m. ☐ Leasehold assignment or surrender

n. ☒ Leasehold grant

o. ☐ Conveyance of an easement

p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*

q. ☐ Conveyance of property partly within and partly outside the state

r. ☐ Conveyance pursuant to divorce or separation

s. ☒ Other *(describe)* Memo of Lease

| *For recording officer's use* | Amount received | Date received | Transaction number |
|---|---|---|---|
| | Schedule B., Part I $<br>Schedule B., Part II $ | | |

## Schedule B — Real estate transfer tax return (Tax Law, Article 31)

**Part I** – Computation of tax due

| | | | |
|---|---|---|---|
| 1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☒ **Exemption claimed** | 1. | 0 | 00 |
| 2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)* | 2. | | |
| 3 Taxable consideration *(subtract line 2 from line 1)* | 3. | 0 | 00 |
| 4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3 | 4. | | |
| 5 Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)* | 5. | | |
| 6 Total tax due* *(subtract line 5 from line 4)* | 6. | 0 | 00 |

**Part II** – Computation of additional tax due on the conveyance of residential real property for $1 million or more

| | | | |
|---|---|---|---|
| 1 Enter amount of consideration for conveyance *(from Part I, line 1)* | 1. | | |
| 2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)* | 2. | | |
| 3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))* | 3. | | |

**Part III** – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) .......... a ☐

b. Conveyance is to secure a debt or other obligation .......... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance .......... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts .......... d ☐

e. Conveyance is given in connection with a tax sale .......... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F .......... f ☐

g. Conveyance consists of deed of partition .......... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act .......... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property .......... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment .......... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* See Attachment A .......... k ☒

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

## Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

**Complete the following only if the interest being transferred is a fee simple interest.**
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   **Please note:** for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in ____________ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is ____________. No exemption from tax is claimed and the tax of ____________ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the* ***NYC Department of Finance.****)*

## Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

| Village of Fairport | | Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless | |
|---|---|---|---|
| Grantor signature | Title | Grantee signature | Title |
| By: ____________<br>Its: ____________<br>Title: ____________ | | By: ____________<br>By: Jacque Vallier<br>Title: Executive Director - Network Field Engineering | |
| Grantor signature | Title | Grantee signature | Title |

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

## Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

**Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.**

**If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.**

**Part I** - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

### Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

| | | |
|---|---|---|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II** - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

### Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ________ (Date) to ________ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

| | | |
|---|---|---|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

# ATTACHMENT A

This attachment explains why the Option and Tower Lease Agreement between the **VILLAGE OF FAIRPORT**, as Lessor, and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless, as Lessee, dated as of ___________ ____, 201___ (the "Agreement"), is not a "conveyance" within the meaning of Tax Law § 1401(e).

Under Tax Law § 1401(e), the term "conveyance" means the transfer of any interest in real property by any method, including the creation of a leasehold or sublease, but only where all of the following three conditions are satisfied: (1) the sum of the term of the lease or sublease and any options for renewal exceeds 49 years; (2) substantial capital improvements are or may be made by or for the benefit of the lessee or sublessee; and (3) the lease or sublease is for substantially all of the premises constituting the real property.

The Agreement does not satisfy all three of the foregoing conditions. Its term, including all options to extend is not in excess of 49 years. Also, the leased space does not constitute "substantially all" of the real property. Therefore, the Agreement is not a "conveyance" within the meaning of Tax Law § 1401(e) and is therefore not subject to tax under Tax Law § 1402.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Village of Fairport

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

31 South Main Street

6 City, state, and ZIP code

Fairport, New York 14450

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

– –

**or**

**Employer identification number**

–

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

verizon

# Network Real Estate- Banking Set-Up Form

To be completed by Vendor

☐ New Banking
☐ Change Banking

☐ EFT *(Electronic Funds Transfer) *Required Fields*
☐ Wire Transfer *(Foreign Bank or Approval Required)*
Will this wire be used more than once? ☐ Yes ☐ No
Is this Wire required by Contract? ☐ Yes ☐ No
Will this wire be paid in ☐ USD or ☐ Foreign Funds

________________________ Vendor Legal Name as it appears on W-9/W-8 ____________ Vendor ID *is requesting the receipt of payments for reimbursement, goods and/or services electronically.*

| **FINANCIAL INSTITUTION INFORMATION:** Both new and old bank information is required for Change Banking only. | | |
|---|---|---|
| *** Depository Institution (Bank) Name** *(Applicable LATAM Countries please include Branch Code – Numeric Only)* | **NEW** | **OLD** |
| ***Depository Institution (Bank) Address** | | |
| **Vendor Legal Name** *(as it appears on W-9/W-8)* **and *Name on Bank Account** *(if different then W-9/W-8)* | | |
| ***ACH Routing Number (EFT) ABA (Wire)** | | |
| **SWIFT Code (Non-US banks)** *(8 or 11 digits only)* | | |
| ***Account Number** | | |
| **Intermediate Banking Information (Institution Name, ABA/SWIFT code, Account Number)** *(This field is available for international banks that process payments through an intermediate institution, typically U.S. based. Include the pay through account number, if there is one)* | | |
| **IBAN Number (Non US Banks)** CBU CCI CLABE | | |
| ***Type of Account:** Checking / Savings *(attach a voided check)* | | |

| **PAYEE INFORMATION:** | |
|---|---|
| ***Payee Address** | |
| ***Email Address** (Required) | |
| ***Contact Name** | |
| ***Contact Phone Number** | |

**To support IAT/OFAC reporting, will our payments be forwarded to a financial institution outside the US?** ☐ **Yes** ☐ **No (US EFT *required*)**

**Tax ID (US Vendor *required*)** ______________________ **VAT# (Intl Vendor *if Applicable*)** ______________________

**Authorized Signature:** ________________________________________

**Name:**______________________ **Title:**______________________ **Date:**__________

**Please mail completed form to:** Verizon Wireless, ATTN: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921. If you have any questions about this form, please call the Verizon Landlord Hotline: 866-862-4404.

verizon✓

# Network Real Estate- Banking Set-Up Form

For changes to existing EFT/Wire vendors, both columns under Financial Institution information must be filled in. If it contains some of the same information such as the same bank name and address, type the information on one side and the word "same" on the other.

| | |
|---|---|
| **Depository Institution (Bank) Name** | The name of the bank.<br>*Branch Code required for Latam Countries |
| **Depository Institution (Bank) Address** | Complete bank address. |
| **Vendor Legal Name and Name on Bank Account** | Vendor Legal Name. Both columns must be filled in. If it is the same name, type the full name in one column and the word "same" in the other. |
| **Routing Number (EFT)/ ABA (Wire)** | Bank's routing Number – 9 digit routing number available from the bank (or on the bottom of your check). |
| **SWIFT Code** | Alphanumeric bank identifier available from the bank. |
| **Account Number** | Bank account number. **For purposes of account verification, please attach a VOIDED check for the checking account.** |
| **Intermediate Banking Field** | This field is available for International banks that process payments through an intermediate institution, typically U.S. based. Include the pay through account number, if there is one |
| **IBAN Number, CBU, CCI OR CLABE** | International Banking Account Number – provided by the bank or generated through an online IBAN generator using your banking information. For Latam Countries use CBU, CCI or CLABE. |
| **Payee Address** | Complete company remittance address |
| **Email Address** | Email address where an electronic remittance advice can be sent. If you do not have an email address, please put "**NONE**".<br>*Note: Verizon Wireless does not mail paper remittance advice. If you do not provide an email address, no remittance advice will be sent.* |
| **Contact Name** | Person at your company to answer any questions regarding Wire transactions. |
| **Contact Phone Number** | Phone number for the above person (Wire Contact). |
| **IAT/OFAC reporting** | If our payments to you **are not** being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "**NO**"<br>If our payments to you **are** being forwarded from a U.S. financial institution to a financial institution in another country, please indicate "**YES**" and complete the Intermediate Banking Information field. |
| **Tax ID/VAT#** | Tax ID: This is your taxpayer Identification number provided by the IRS. If you are an individual or sole proprietor, this is your social security number issued by the SSA. Required for US Vendor.<br>VAT#: Value Added Tax Identification Number issued for vendors in European Union countries. |
| **Authorized Signature/Name/Title** | Name of person authorized to sign for the company, title of the person signing and today's date. |
| **Mail Completed Form to:** | Verizon Wireless<br>Attn: Network Real Estate<br>180 Washington Valley Road<br>Bedminster, NJ 07921 |

Note:

- Verizon does not process 3rd Party payments, therefore all the Wire payments MUST be made directly to the vendor as it appears on the W-9/W-8.
- Copies of voided checks are to validate bank account and routing numbers per the vendor's bank account provided.

Agenda Item #11

**Pierce. MANUFACTURING Inc.**

QUALITY FIRE APPARATUS

P.O. BOX 2017
APPLETON, WI
54912

TEL. (920) - 832-3000

| DATE |
|---|
| 8/28/2017 |
| INVOICE NUMBER |
| M 51868 |

5200997

VILLAGE OF FAIRPORT
31 S. MAIN STREET
FAIRPORT, NY 14450

| YOUR ORDER NO. | OUR ORDER NO. | TERMS | DELIVERY DATE | VIA |
|---|---|---|---|---|
| CONTRACT | 31019 | COD | | |

| ITEM | QTY. | DESCRIPTION | TOTAL AMOUNT |
|---|---|---|---|
| | | ONE (1) PIERCE™ PUMPER<br>MOUNTED ON A SABER CHASSIS FL<br>VIN: 4P1BAAFF3JA018213 2018 | $ 517,592.00 |
| | | TOTAL PURCHASE PRICE | $ 517,592.00 |
| | | NET DUE PIERCE | $ 517,592.00 |

**REMIT PAYMENT TO:**
PIERCE MANUFACTURING INC
7751 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

ORIGINAL INVOICE

SEE ENCLOSED INSTRUCTIONS FOR FURTHER INFORMATION

## Christine Parsons

**From:** Logan Muster <lmuster@fairportfd.org>
**Sent:** Wednesday, August 30, 2017 2:30 PM
**To:** Christine Parsons
**Subject:** Pierce invoice
**Attachments:** 31019 M051868 082817.pdf

Good Afternoon,

Attached is the final invoice for the truck that is currently being built for us. Pierce sent the final invoice so that you could have ample time to prepare for the payment. Don't cringe when you open it $517,592 is the total on the invoice, just to avoid any shock. It's not often that we do this so I wasn't sure if I should send this to you or Kay. I started with you...

Here's the information that Churchville Fire equipment passed on regarding the invoice...

- Per the contract, payment is due within 15 days of delivery of the truck
- Factory completion date is 9/18 or 9/19
- Final inspection will have to take place after those dates
- Expect that the truck doesn't arrive in Churchville until around October 1st
- Delivery of the vehicle can be estimated around October 10th

I hope that time line is somewhat helpful, at this point those are all estimates. If you have any other questions please let me know.

Logan

Logan Muster
Chief of Department
Fairport Fire Department
Office: 585-223-9664
Cell: 585-506-2771